

NOW: Pensions Limited
Company Number 07766398

Circulation date: 21 December 2016

Written resolutions of the shareholder of NOW: Pensions Limited (the Company) for the:

- conversion of the existing ordinary shares of the Company into Class A shares;
- issuance of Class B shares to the shareholder;
- amendment to the Company's articles of association.

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are each passed as special resolutions

SPECIAL RESOLUTIONS

THAT, pursuant to section 21 and Chapter 2 of Part 13 of the Companies Act 2006

- 1 the draft articles of association attached to these resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association and that the new articles of association shall be effective from the date of agreement to this resolution.
- 2 the issued ordinary shares of £1 00 each in the capital of the Company be converted and re-designated as ordinary Class A shares of £1 00 each in the capital of the Company having the rights set out in the articles of association to be adopted pursuant to resolution 1 above,
- 3 for the purposes of the articles of association of the Company from time to time and for the purposes of section 551 of the Companies Act 2006 and all other purposes whatsoever, the Directors be and are hereby generally and unconditionally authorised to exercise all powers of the Company to allot shares to Arbejdsmarkedets Tillægspension up to an aggregate nominal amount of £880 comprised of 88,000 Class B shares of £0.01 each having the rights set out in the articles of association to be adopted pursuant to resolution 1 above. This authority shall expire (unless previously varied as to duration, revoked or renewed by the Company in general meeting) at the end of five years from the date of the passing of this resolution except that the Company may before such expiry make any offer or agreement which would or might require shares to be allotted or such rights to be granted after such expiry and the directors may allot shares or grant such rights in pursuance of such offer or agreement as if the authority conferred by this resolution had not expired, and this authority shall be in substitution for all existing authorities to allot to the extent unused.

FRIDAY



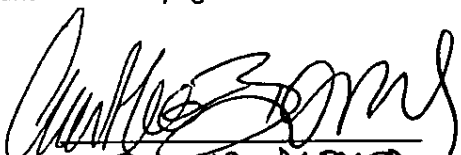
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COMPANIES HOUSE

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the above resolutions

We, the undersigned, were at the time the resolutions were circulated entitled to vote on the resolutions and irrevocably agree to the above resolutions

Signed


LARSSEN STEEN EYD BO PEDER
CEO For and on behalf CEO of
Arbejdsmarkedets Tillaegspension

Date

21 December 2016

NOTES

- 1 You can choose to agree to the above resolutions or not. If you agree, please indicate your agreement by emailing your signed and dated agreement or otherwise confirming in writing and include the date of your agreement. Your agreement can be sent

By hand: delivering the signed copy to The Company Secretary, NOW. Pensions, 164 Bishopsgate, London EC2M 4LX

Post: returning the signed copy by post to The Company Secretary, NOW Pensions Ltd, 164 Bishopsgate, London EC2M 4LX

E-mail: by responding to the email circulating these resolutions confirming your agreement (and attaching a signed and dated version of above resolutions if possible).

If you do not agree to the resolutions, you do not need to do anything, you will not be deemed to agree if you fail to reply

- 2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement
- 3 Unless, 28 days from the circulation date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us before or during this date

THE COMPANIES ACT 2006

A PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

NOW:PENSIONS LTD

(the "Company")

COMPANY NUMBER' 07766398

Adopted on 21st December 2016

CONTENTS

CLAUSE	PAGE
1. DEFINED TERMS	1
2 REGULATIONS OF THE COMPANY	8
3. LIABILITY OF SHAREHOLDERS	8
4 NUMBER OF DIRECTORS	8
5 DIRECTORS' GENERAL AUTHORITY	8
6. SHAREHOLDERS' RESERVED POWERS	8
7. DIRECTORS MAY DELEGATE	8
8. COMMITTEES	9
9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY	9
10. UNANIMOUS DECISIONS	10
11. CALLING A DIRECTORS' MEETING	11
12. PARTICIPATION IN DIRECTORS' MEETINGS	11
13. QUORUM FOR DIRECTORS' MEETINGS	11
14. CHAIRING OF DIRECTORS' MEETINGS	12
15. CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS	12
16. ALTERNATE DIRECTORS	12
17. TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY	14
18. CONFLICTS OF INTEREST: SITUATIONAL CONFLICTS	14
19. DIRECTORS' CONFLICTS: TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY	15
20. DIRECTORS' CONFLICTS' GENERAL PROVISIONS	15
21. RECORDS OF DECISIONS TO BE KEPT	16
22. METHODS OF APPOINTING DIRECTORS	16
23. TERMINATION OF DIRECTOR'S APPOINTMENT	16
24. PARENT COMPANY' POWER TO APPOINT AND REMOVE DIRECTORS	17
25. DIRECTORS' REMUNERATION	17
26. DIRECTORS' EXPENSES	17
27. ALL SHARES TO BE FULLY PAID UP	18
28. POWER TO ISSUE DIFFERENT CLASSES OF SHARE WITH DIFFERENT RIGHTS	18
29. EXCLUSION OF RIGHTS TO OFFERS ON A PRE-EMPTIVE BASIS	18
30. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS	18
31. SHARE CERTIFICATES	18
32. SHARE TRANSFERS	19
33. PUT OPTION RIGHTS	19
34. VALUATION	22

35.	CALL OPTION RIGHTS	23
36.	TAG-ALONG RIGHTS	23
37.	DRAG-ALONG RIGHTS	25
38.	CLASS B CONVERSION ON AN IPO	26
39.	LEAVERS	27
40.	PROCEDURE FOR DECLARING DIVIDENDS	30
41.	DISTRIBUTION WATERFALL	30
42.	NON-CASH DISTRIBUTIONS	31
43.	DISTRIBUTION IN SPECIE ON WINDING UP	32
44.	AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS	32
45.	NOTICE OF GENERAL MEETINGS	33
46.	ATTENDANCE AND SPEAKING AT GENERAL MEETINGS	33
47.	QUORUM FOR GENERAL MEETINGS	33
48.	CHAIRING GENERAL MEETINGS	33
49.	VOTING: GENERAL	33
50.	AMENDMENTS TO RESOLUTIONS	34
51.	CLASS MEETINGS	34
52.	MEANS OF COMMUNICATION TO BE USED	34
53.	COMPANY SEALS	35
54.	RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS	35
55.	INDEMNITY AND EXPENSES	35
56.	INSURANCE	36

Part 1
Interpretation and Limitation of Liability

1 DEFINED TERMS

1.1 In the Articles, unless the context requires otherwise

"Acceptable Termination Reason" means (i) a material breach by the Class B Shareholder of his/her obligations under the Service Agreement, (ii) a material breach by the Class B Shareholder of his/her obligations under the LTIP Agreement, (iii) any criminal conviction of the Class B Shareholder, (iv) commission by the Class B Shareholder of any act of fraud, misconduct or dishonesty, (v) commission by the Class B Shareholder of any act, whether in connection with his/her employment duties under the Service Agreement and/or the LTIP Agreement or not, which may bring the Company (including, for these purposes, any other company or partnership directly or indirectly affiliated with the Company) into disrepute, (vi) any termination of the Class B Shareholder's services to the Company in circumstances where his/her Services Agreement can be terminated without notice and (vii) the bankruptcy (or any other analogous event) of the Class B Shareholder,

"Act" means the Companies Act 2006,

"Additional Subscription Amounts" means any and all subsequent subscriptions for shares (other than Class B Shares) that are made (after 31 December 2015 but prior to an Exit) by the Majority Shareholder (or by any of its Affiliates, without double counting) to the Company, or to any direct or indirect subsidiaries thereof, together with any and all costs, including advisory fees, that may be incurred in relation thereto,

"Affiliate" means with respect to a person (the **"First Person"**)

- (a) any other person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, the First Person,
- (b) a pooled investment vehicle organised by the First Person (or an Affiliate thereof) the investments of which are directed by the First Person,
- (c) a Fund organised by the First Person for the benefit of the First Person's (or its Affiliates') partners, officers or employees or their dependants, or
- (d) a successor trustee or nominee for, or a successor by re organisation of, a qualified trust,

"Appointor" has the meaning given to it in Article 16 1,

"Articles" means the Company's articles of association,

"Asset Sale" means any transaction or series of transactions whereby any person purchases or otherwise acquires or obtains (from the Company or from a subsidiary thereof) the whole or substantially the whole of the undertaking or assets of the Company,

"Business Day" means a day other than a Saturday, Sunday or a public holiday in England or Denmark when banks in both London and Copenhagen are open for business,

"Call Option" has the meaning given to it in Article 35 1,

"Cap" has the meaning given to it in Article 41 2(c),

"Capitalised Sum" has the meaning given to it in Article 44 1(b),

"Carried Interest Commencement Date" means the date when each Class B Shareholder has been employed or served with the Company for at least 24 months, which date is specified for each Class B Shareholder in his/her LTIP Agreement,

"Carried Interest Element" has the meaning given to it in Article 41 2(c),

"Cash Payment" means a sum equal to

(i) the Per-Share Market Value, as most recently determined by the Independent Expert multiplied by

(ii) the number of Put Option Shares multiplied by

(iii) 0.5 (zero point five),

"chairman" has the meaning given to it in Article 14,

"chairman of the meeting" has the meaning given to it in Article 48,

"Class A Shares" means the voting ordinary shares of £1.00 each in the Company, designated as Class A ordinary shares,

"Class A Shareholder(s)" means a holder of Class A Shares in the Company or collectively all holders of all such shares from time to time,

"Class B Shareholder(s)" means a holder of Class B Shares in the Company or collectively all holders of all such shares from time to time,

"Class B Shares" means the non-voting ordinary shares of £0.01 each in the Company, designated as Class B ordinary shares,

"Class B Shares Basis Amount" has the meaning given to it in Article 41 2(b)(i),

"Companies Acts" means the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company,

"Company's Nominee" means any such entity (which may include the Majority Shareholder) as may be designated by the Company to be an acquirer of the shares pursuant to the provisions of these Articles in relation to the Put Option and/or Call Option and/or Leaver Call Option,

"Conflict Matter" means a matter authorised as provided in Article 18 or permitted under Article 19,

"Connected Persons" has the meaning ascribed to it in section 1122 of the Corporation Tax Act 2010,

"Control" means, in relation to the Company, the power of a person to secure

- (e) by means of the holding of shares or the possession of voting power in relation to that or any other body corporate, or
- (f) as a result of any powers conferred by the articles of association or other document regulating that or any other body corporate,

that the affairs of the Company are conducted in accordance with such person's wishes

"Controlling Interest" means an interest in shares giving to the holder or holders Control,

"Distribution Pool" has the meaning given to it in Article 41 2(c),

"Distribution Waterfall" has the meaning given to it in Article 41 2,

"Drag Along Notice" has the meaning given to it in Article 37 1,

"Drag Along Price" has the meaning given to it in Article 37 1,

"Drag Along Right" has the meaning given to it in Article 37 1,

"Drag Defaulting Shareholder" has the meaning given to it in Article 37 3,

"Eligible Director" means a director who is or would be entitled to vote on the matter at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the particular matter),

"Entry Costs" has the meaning given to it in Article 41 2(a)(ii),

"Exercise Notice" has the meaning given to it in Article 33 6,

"Exit" means the (i) the completion of a Sale, (ii) the completion of an Asset Sale, or (iii) a Liquidation, or (iv) the making of a winding up order by a court of competent jurisdiction or the passing of a resolution by the Class A Shareholders of the Company that the Company be wound up

"First Earn Out" means a sum equal to fifty per cent of the lower of (a) the value of the Put Option Shares as determined twelve months after the Put Option Exercise Date either (i) by the Independent Expert by reference to the Per-Share Market Value of the Put Option Shares in the year following that of the relevant Put Option Exercise Date or (ii) if a Second Earn Out is payable, by reference to the Third Party Value or (b) the value of the Put Option Shares as determined at the Put Option Exercise Date,

"Fund" means

- (g) any collective investment scheme (as defined in the Financial Services and Markets Act 2000),
- (h) any investment professional, high net worth company, high net worth unincorporated association and high value trust (each as defined in the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005), partnership, limited partnership, pension fund or insurance company,
- (i) any person who is an authorised person under the Financial Services and Markets Act 2000, and
- (j) any subsidiary or parent undertaking of any of the foregoing or any co-investment scheme,

"Funds Available for Distribution" means

- (a) any dividends declared pursuant to Article 40 or any other distribution from the Company, or
- (b) the aggregate amount of cash or proceeds from a Sale which, following an Exit, are realised by the shareholders of the Company, after having deducted and/or paid any and all costs, charges and expenses (including advisory fees, but not Taxation) relating to the Exit,

and irrespective of whether such distribution or payment is triggered pursuant to a Tag-Along Right or a Drag-Along Right or otherwise,

"Good Leaver" has the meaning given to it in Article 39 11(b),

"Group Company" means the Company's ultimate holding company (if any) and any body corporate which is directly or indirectly a wholly-owned subsidiary of the Company or such ultimate holding company, in each case from time to time,

"Independent Expert" means such reputable investment banker as shall be appointed by the Majority Shareholder for the purpose of determining the market value of the Company and the Per-Share Market Value for the purpose of Article 34, according to the following procedure and criteria

- (c) the Majority Shareholder shall select two reputable investment bankers with previous experience of transactions involving companies with characteristics similar to those of the Company with respect to size, sector and location,
- (d) the Majority Shareholder shall provide the Class B Shareholders with information on the two selected candidates and invite the Class B Shareholders to give their comments on the proposed investment bankers,
- (e) taking into consideration any comments received from the Class B Shareholders, but in its absolute discretion, the Majority Shareholder shall choose one of the proposed investment bankers to be the Independent Expert, and
- (f) to the extent that a valuation was obtained the previous financial year, then the same Independent Expert appointed for such valuation shall be again selected, unless the Majority Shareholder otherwise decides,

"Initial Subscription Amount" has the meaning given to it in Article 41 2(a)(i),

"IPO" means the first public offering of any class of equity securities in the legal form that results in a listing of such class of securities on a public securities market, whether effected by way of an offer for sale, a new issue of shares, an introduction, a placing or otherwise,

"Intermediate Leaver" has the meaning given to it in Article 39 11(c),

"Leaver" means

- (a) any Class B Shareholder who ceases to be either an employee or a director of the Company,
- (b) any person who becomes entitled to any Class B Shares on the death of a Class B Shareholder,
- (c) any person who becomes entitled to any Class B Shares on the bankruptcy of a Class B Shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Class B Shareholder (if a company), or
- (d) any shareholder holding Class B Shares as a nominee for any person who ceases, or who has ceased, to be an employee or a director of the Company,

where any reference to Class B Shares shall be deemed to include a reference to ordinary shares, if the Class B Shares have been so converted pursuant to Article 38, following an IPO,

"Leaver Base Price" has the meaning given to it in Article 39 11(a),

"Leaver Call Notice" has the meaning given to it in Article 39 3;

"Leaver Call Option" has the meaning given to it in Article 39 2,

"Leaver Call Option Price" has the meaning given to it in Article 39 9,

"Leaver Defaulting Shareholder" has the meaning given to it in Article 39 6,

"Leaver Termination Date" means, as applicable, the date

- (a) when a notice of termination of employment or notice of resignation is served on the Company by the Class B Shareholder or vice-versa, or
- (b) when the employment or service with the Company of the Class B Shareholder terminates due to retirement, illness, disability, death or as a result of the Class B Shareholder's role being transferred to a legal entity separate from the Company,

"Leaver Valuation Request" has the meaning given to it in Article 39 3,

"LIBOR" means the London interbank offered rate administered by the ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant currency and period displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate), provided that if the applicable LIBOR rate is ever determined to be below zero, LIBOR will be deemed to be zero,

"Liquidation" means the making of a winding up order by a court of competent jurisdiction or the passing of a resolution by the Company's Class A Shareholders that the Company be wound up,

"LTIP Agreement" means the share purchase agreement entered into with the Majority Shareholder and the Company by each Class B Shareholder at the time of acquiring his/her Class B Shares and setting out the terms and conditions of the long term incentive plan under which such Class B Shares are being sold,

"Majority Shareholder" means the holder of a Controlling Interest in the Company from time to time,

"Majority Shareholder Priority Amount" has the meaning given to it in Article 41 2(a)(iii),

"Non-Carried Interest Element" has the meaning to it in Article 41 2(b)(ii),

"Non-Compete Period" means the period in which the Leaver's Post-Completion Obligations subsist and are in effect to the extent applicable,

"Option Exercise Period" has the meaning given to it in Article 39 2,

"Parent Company" means the Majority Shareholder,

"Payment Date" means such date as determined pursuant to Article 33 10, or Article 36 4(a) or Article 37 1(c), as circumstances dictate,

"Payment Event" has the meaning given to it in Article 39 8,

"Post-Completion Obligations" means the Leaver's non-compete, non-solicitation and confidentiality obligations as set out in their LTIP Agreement and Service Agreement for the agreed period after the end of the Leaver's employment,

"Put Option" has the meaning given to it in Article 33 1,

"Put Option Conditions" has the meaning given to it in Article 33 2,

"Put Option Exercise Date" has the meaning given to it in Article 33 5,

"Put Option Period" has the meaning given to it in Article 33 4,

"Put Option Price" has the meaning given to it in Article 33 8,

"Put Option Shares" has the meaning given to it in Article 33 1,

"Relevant Director" has the meaning given to it, as applicable, in Article 55 5(b) and 56 2(a),

"Relevant Disposal" has the meaning given to it in Article 33 14(a);

"Relevant Matter" has the meaning given to it in Article 17(a),

"Sale" means the sale of a Controlling Interest in the Company,

"Shareholder(s) Entitled" has the meaning given to it in Article 44 1(b),

"Second Earn Out" means a sum equal to (i) the amount that such Class B Shareholder would have received had he/she not sold the Class B Shares two years or less before the date when the Majority Shareholder signed binding documents to effect the Relevant Disposal minus (ii) the Cash Payment minus (iii) the First Earn Out, if already paid to the Class B Shareholder,

"Security Interest" means any mortgage, charge, pledge, lien, encumbrance, hypothecation or assignment or any another agreement or arrangement having the effect of conferring security,

"Service Agreement" means, as applicable, the agreement entered into between the relevant Class B Shareholders and the Company with regards to that Class B Shareholder's employment by, or provision of services to, the Company,

"Tag Along Notice" has the meaning given to it in Article 36 1,

"Tag Along Right" has the meaning given to it in Article 36 2,

"Tag Along Price" has the meaning given to it in Article 36 2,

"Tag Defaulting Shareholder" has the meaning given to it in Article 36 5,

"Tax" and **"Taxation"** means all forms of taxation whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or other reference and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions, rates and levies (including, without limitation, social security contributions and any other payroll taxes), whenever and wherever imposed (whether imposed by way of a withholding or deduction for or on account of tax or otherwise) and in respect of any person and all penalties, charges, costs and interest relating thereto,

"Third Party Purchaser" means a bona fide arm's length third party purchaser (being a person or group of persons acting in concert, other than any Connected Persons of the Majority Shareholder or its Affiliates) of any of the shares, securities or other ownership interest directly or indirectly in all or part of the Company or the undertaking or assets of the Company,

"Third Party Offer" means an offer by a Third Party Purchaser for at least 51% of the entire issued share capital of the Company or on terms such that the Third Party Purchaser would acquire a Controlling Interest in the Company,

"Third Party Value" means the price per share paid, or to be paid, to the Majority Shareholder by a Third Party Purchaser on a Relevant Disposal,

"Transferee" has the meaning given to it in 36 1(a),

"TUPE" means the "Transfer of Undertakings (Protection of Employment) Regulations 2006" as amended by the "Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014",

"Wrongful Termination" means any involuntary termination by the Company of the Class B Shareholder's employment with, or provision of services to, any Group Company for reasons other than an Acceptable Termination Reason,

- 1 2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles become binding on the Company

Interpretation

- 1 3 In these Articles a reference to

- (a) **"bankruptcy"** includes, for the avoidance of doubt, individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy,
- (b) **"document"** includes, unless otherwise specified, any document sent or supplied in electronic form,
- (c) **"director"** means a director of the Company, and includes any person occupying the position of director, by whatever name called,
- (d) **"electronic form"** has the meaning given to it in section 1168 of the Act (as defined in these Articles),
- (e) **"fully paid"** in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company,
- (f) **"hard copy form"** has the meaning given to it in section 1168 of the Act (as defined in these Articles),
- (g) **"instrument"** means a document in hard copy form,
- (h) **"ordinary resolution"** has the meaning given to it in section 282 of the Act (as defined in these Articles),
- (i) **"paid"** means paid or credited as paid,
- (j) **"participate"**, in relation to a directors' meeting, has the meaning given to it in Article 12,
- (k) **"shareholder"** means a person who is the holder of a share in the Company,
- (l) **"shares"** means shares in the Company,
- (m) **"special resolution"** has the meaning given to it in section 283 of the Act (as defined in these Articles),
- (n) **"subsidiary"** has the meaning given to it in section 1159 of the Act (as defined in these Articles),
- (o) **"writing"** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise,

- (p) the words "include" and "including" are to be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them, and

and the table of contents and the headings to Articles are to be ignored in construing this agreement

2 REGULATIONS OF THE COMPANY

These Articles are the articles of the Company and the Companies Act 2006 Model Articles For Private Companies Limited by shares do not apply

3 LIABILITY OF SHAREHOLDERS

The liability of the shareholders is limited to the amount, if any, unpaid on the shares held by them

**Part 2
Directors**

4 NUMBER OF DIRECTORS

- 4 1 There shall be at least two directors of the Company

Directors' Powers and Responsibilities

5 DIRECTORS' GENERAL AUTHORITY

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

6 SHAREHOLDERS' RESERVED POWERS

- 6 1 The Class A Shareholders may, by notice in writing, direct the directors to take, or refrain from taking, specified action from time to time
- 6 2 No such notice invalidates anything which the directors have done before the receipt of the applicable notice

7 DIRECTORS MAY DELEGATE

- 7 1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles-
- (a) to such person or committee,
 - (b) by such means (including by power of attorney),
 - (c) to such an extent;
 - (d) in relation to such matters or territories, and
 - (e) on such terms and conditions,
- as they think fit
- 7 2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated

- 7 3 The directors may revoke any delegation in whole or part, or alter its terms and conditions

8 COMMITTEES

- 8 1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors
- 8 2 The directors may make rules of procedure for all or any committees and such rules prevail over rules derived from the Articles if they are not consistent with them

Decision-Making by Directors

9 DIRECTORS TO TAKE DECISIONS COLLECTIVELY

- 9 1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 10, subject to the following reserved matter decisions, which may only be made with the approval of the Majority Shareholder in the event that any decision of the directors in relation to such matters shall not be unanimous (subject to the provisions of the Act)
- (a) any change to the Company's Articles (with the sanction of a special resolution of the Company) or constitutional documents,
 - (b) any change in the Company's share capital or the creation, administration, allotment or issue any shares or any other security or the grant of any option or rights to subscribe for or to convert any instrument into such shares or securities or the making of any initial public offer and/or rights issue or other activity on the debt or equity financial markets,
 - (c) any reduction of the Company's share capital or variation of the rights attaching to any class of shares or any redemption, purchase or other acquisition by the Company of any shares or other securities of the Company,
 - (d) the participation, entry into (or termination) by the Company of any joint venture, material partnership, consortium or other similar arrangement, (save in the ordinary course of business) to the extent there is no current or future financial commitment of the Company,
 - (e) any merger, demerger or conversion of the Company or part thereof,
 - (f) the presentation of any petition or the passing of any resolution for the winding up or liquidation of the Company or for the appointment of an administrator
 - (g) the approval and adoption of the Company's statutory annual accounts and the adoption of the Company's annual budget,
 - (h) starting in the financial year ending on 31 December 2020 and thereafter, the approval of all Company's reports, budgets, estimates, business plans and other documents that are relevant to the determination of the market value of the Company (and therefore the Per-Share Market Value),
 - (i) the approval of dividends (whether interim or final),
 - (j) any material changes to the Company's business plan, business objectives, concept, name or strategy,
 - (k) any material reductions or expansions of the Company's activities in general,
 - (l) any investment by the Company in other companies or businesses, including establishment of subsidiaries and branches,

- (m) the entry into any agreement involving the Company borrowing or lending, save for usual credit in the ordinary course of business,
- (n) any investment of the Company's funds outside the ordinary course of business,
- (o) the pledging of the Company's assets and provision of warranties and guarantees outside the ordinary course of business,
- (p) the employment and dismissal (as an employee, manager or executive) of the CEO or of any person appointed as a director of the Company, and change of such person's employment terms,
- (q) the appointment or removal of the auditors of the Company,
- (r) any changes in the Company's accounting principles,
- (s) the appointment of the chairman of a meeting of the shareholders,
- (t) the removal of a director pursuant to Article 23 1(h),
- (u) the agreement or amendment of the terms of any service contract and remuneration of any director pursuant to Articles 25 1 and 25 2,
- (v) the payment of any non-cash distribution pursuant to Article 42,
- (w) the making of any provision for employees or previous employees on the cessation of business,
- (x) any amendment to the terms of an LTIP Agreement or any documents entered into in relation to it,
- (y) the creation of any new incentive plan for the benefit of employees in a senior managerial position,
- (z) make any material changes to material contracts and agreements For the purposes of this Article 9 1(z), "material" shall mean taking on obligations or entering into agreements or contracts or making any material changes to existing agreements or contracts, which are or potentially could have a material adverse effect on the business of the Company,
- (aa) make any other decision which is, or potentially could be, material in relation to the business of the Company For the purposes of this Article 9 1(aa), "material" shall mean decisions in relation to matters which are or potentially could have a material adverse effect on the business of the Company, and
- (bb) the designation of the Company's Nominee (or a decision that the Company itself should be the purchaser in the relevant circumstances of any transfer of Class B Shares) or any decision to exercise or not exercise any Call Option or Leaver Call Option (or the terms thereof)

10 UNANIMOUS DECISIONS

- 10 1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 10 2 Such a decision may take the form of a resolution in writing, at least one copy of which has been signed by each eligible director or to which each eligible director has otherwise indicated agreement in writing A resolution signed by an alternate director need not also be signed by or agreed to by his appointer

- 10 3 References in this Article to eligible directors are to directors who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting
- 10 4 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting

11 CALLING A DIRECTORS' MEETING

- 11 1 Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice
- 11 2 Notice of any directors' meeting must indicate
- (a) its proposed date and time,
 - (b) where it is to take place, and
 - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 11 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 11 4 With effect from the commencement of the financial year ending on 31 December 2020, if at a directors' meeting the approval of any of the documents referred to in Article 9 1(h) or Article 9 1(g) is proposed, then CEO shall, prior to or at the relevant board meeting, inform the board of directors that approval of any of such documents may impact any future valuation of the Company, as well as the Per-Share Market Value relating to Class B Shares
- 11 5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company either before or not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it

12 PARTICIPATION IN DIRECTORS' MEETINGS

- 12 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- (a) the meeting has been called and takes place in accordance with the Articles, and
 - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 12 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 12 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is

13 QUORUM FOR DIRECTORS' MEETINGS

- 13 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting
- 13 2 The quorum for directors' meetings may be fixed from time to time by a unanimous decision of the directors, but it must never be less than two

13 3 The quorum for directors' meetings shall include the chairman of the board if appointed pursuant to Article 14 1 (including if represented by an alternate appointed), in relation to any decisions made (or to be made) in respect of reserved matters in relation to Article 9

13 4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision to call a general meeting so as to enable the shareholders to appoint further directors

14 CHAIRING OF DIRECTORS' MEETINGS

14 1 The Parent Company (if there is one) may appoint a director to chair meetings of the directors by notice in writing to the Company

14 2 If and for so long as no Parent Company appointment has been made pursuant to Article 14 1, the directors may appoint a director to chair their meetings and may terminate any appointment made by them

14 3 The person appointed for the time being pursuant to Article 14 1 or Article 14 2 (as the case may be) is known as the chairman

14 4 The Parent Company (if there is one) may terminate the appointment of the chairman (however appointed) at any time by notice in writing to the Company

14 5 If

(a) a chairman has not been appointed pursuant to this Article,

(b) the chairman is unwilling to chair the meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start, or

(c) the chairman is not an Eligible Director in respect of any matter to be discussed at the meeting,

the directors participating in the meeting must appoint one of themselves (who is an Eligible Director in respect of the matters to be discussed at the meeting) to chair it

15 CHAIRMAN'S CASTING VOTE AT DIRECTORS' MEETINGS

15 1 If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting has a casting vote

15 2 Article 15 1 does not apply in respect of a particular matter if (i) in accordance with the Articles, the chairman or other director is not an Eligible Director for the purposes of that matter and/or (ii) Article 14 2 applies

16 ALTERNATE DIRECTORS

16 1 Any director (the "Appointor") (other than an alternate director) may appoint as an alternate any other director or any other person to

(a) exercise that director's powers, and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's Appointor

16 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the directors

16 3 The notice must

- (a) identify the proposed alternate, and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

16 4 An alternate director may act as an alternate to more than one director and has the same rights, in relation to any directors' meeting (including as to notice) or directors' written resolution, as the alternate's Appointor

16 5 Except as these Articles specify otherwise, an alternate director

- (a) is deemed for all purposes to be a director,
- (b) is liable for his own acts and omissions,
- (c) is subject to the same restrictions as his Appointor, and
- (d) is not deemed to be an agent of or for his Appointor,

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his Appointor is a shareholder

16 6 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's Appointor is not participating), and
- (b) may sign a directors' written resolution (but only if his Appointor is an Eligible Director in relation to that decision, but does not participate)

No alternate may be counted as more than one director for such purposes

16 7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of each Appointor, in addition to his own vote on any decision of the directors (provided that his Appointor is an Eligible Director in relation to that decision)

16 8 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director, except such part of the alternate's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company

16 9 An alternate director's appointment as an alternate director shall terminate

- (a) when the alternate director's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence in relation to the alternate director of any event which, if it occurred in relation to the alternate's Appointor, would result in the termination of the Appointor's appointment as a director,
- (c) on the death of the alternate director's Appointor, or
- (d) when the alternate director's Appointor's appointment as a director terminates for any other reason

17 TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director

- (a) may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested (a **"Relevant Matter"**),
- (b) shall be entitled to vote on any proposed decision of the directors (or committee of directors) in respect of any Relevant Matter or proposed Relevant Matter in which he is interested,
- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of any Relevant Matter or proposed Relevant Matter in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and

shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any Relevant Matter or from any such office or employment or from any interest in any such body corporate and no such Relevant Matter shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

18 CONFLICTS OF INTEREST: SITUATIONAL CONFLICTS

- 18 1 The directors may, in accordance with this Article and the Act, authorise any matter or situation proposed which would or might, if not authorised, involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act
- 18 2 Any such matter shall be proposed in writing for consideration by the directors in accordance with any procedures for the time being established for the purpose by the directors or in such other manner as the directors may approve
- 18 3 An authorisation pursuant to Article 18 2
 - (a) will be subject to any restrictions or conditions expressly imposed by the directors at the time of authorisation or subsequently, and
 - (b) may be varied or terminated by the directors at any time

- 18 4 Nothing in this Article will affect anything done by a director in accordance with the terms of an authorisation prior to any such variation or termination
- 18 5 No authority under this Article is required in respect of a conflict of interest arising in relation to a transaction or arrangement with the Company, but this is without prejudice to a director's obligation to declare any interest pursuant to the Act and the Articles
- 18 6 Nothing in this Article affects any power of the Company to authorise any matter which would or might, if not authorised, involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act
- 18 7 Without prejudice to the generality of Article 18 6, any director may, in accordance with this Article

- (a) act as a director or other officer of, or to be employed by or otherwise interested (including by the holding of shares) in the Parent Company, or any other subsidiary or holding company of the Parent Company, and /or
- (b) vote in relation to any matter in connection with or involving any pension scheme in which they are shareholders, notwithstanding that they are shareholders,

notwithstanding that any such interest would or might otherwise involve a director breaching the duty to avoid conflicts of interest in section 175 of the Act

19 DIRECTORS' CONFLICTS: TRANSACTIONS OR ARRANGEMENTS WITH THE COMPANY

- 19 1 Provided that he has disclosed to the directors the nature and extent of any direct or indirect interest, to the extent required by section 177 or section 182 of the Act (as appropriate), a director

- (a) may enter into or otherwise be interested in any transaction or arrangement with the Company or in which the Company is otherwise interested,
- (b) may hold any other office or employment with the Company (except that of auditor) in conjunction with the office of director, and may act by himself or through his firm in a professional capacity for the Company, in any such case on such terms as to remuneration and otherwise as the directors may decide, either in addition to or instead of any remuneration provided for by any other Article, and
- (c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested

20 DIRECTORS' CONFLICTS: GENERAL PROVISIONS

- 20 1 Subject to the Articles (and to the terms of any authorisation given as provided in Article 18), a director shall not by reason of his office be liable to account to the Company for any remuneration, profit or other benefit derived as a result of a Conflict Matter. No transaction or arrangement shall be liable to be avoided on the grounds of a director having an interest or benefit authorised or permitted as provided in the Articles
- 20 2 In relation to any Conflict Matter, the general duties that a director owes to the Company under the Act will not be infringed by anything done (or omitted to be done) by the director concerned in accordance with the Articles
- 20 3 The director may, for as long as he reasonably believes a Conflict Matter subsists
- (a) absent himself from meetings of the directors or from the discussion of any matter at a meeting or in respect of any other proposed decision of the directors, and
 - (b) make such arrangements as he sees fit for relevant board papers and other information not to be sent to him

- 20 4 Where the director obtains (otherwise than as a director or employee of the Company) in relation to a Conflict Matter information in respect of which he owes a duty of confidentiality to another person he shall not be obliged to disclose such information or use it for the benefit of the Company (in circumstances in which he would otherwise be so obliged)
- 20 5 Subject to the Articles, a director may vote at any meeting of the directors (or committee established by the directors) and take part in any other decision of the directors despite the fact that the decision concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which conflicts, or possibly may conflict, with the interests of the Company provided that the director has, as appropriate and to the extent required
- (a) received an authorisation as provided in Article 18 (and the terms of the authorisation do not provide otherwise), or
 - (b) made a disclosure in accordance with Article 19

21 RECORDS OF DECISIONS TO BE KEPT

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

Appointment of Directors

22 METHODS OF APPOINTING DIRECTORS

- 22 1 Subject to Article 22 2 (and, to the extent applicable, Article 9 1(j)), a, any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution
- 22 2 One or more representatives of the Company (including a person who is a director of the Company) may be appointed (or subsequently re-appointed) a director of NOW Pension Trustee Limited, a company registered in England and Wales with Company No 07768841 and with registered address at 164 Bishopsgate London England EC2M 4LX (as may be amended), or any successor in title, in accordance with NOW Pension Trustee Limited's articles of association

23 TERMINATION OF DIRECTOR'S APPOINTMENT

- 23 1 A person ceases to be a director as soon as
- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
 - (b) a bankruptcy order is made against that person,
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
 - (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
 - (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,

- (g) that person has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and the directors resolve that that person should cease to be a director,
 - (h) written notice of his removal is given by the directors (with the Majority Shareholder's consent as set out in Article 9 1(t)) and removal has taken effect in accordance with the terms of the notice. Such notice shall be in writing signed by all other directors and delivered to the Company's registered office or tendered at a meeting of the directors
- 23 2 Without prejudice to Articles 9 1(p), 9 1(t), 23 1, and 24, a director who is not an executive officer of the Company (being a "non-executive" director) shall retire from office as director on the anniversary of his last appointment
- 23 3 On the date that the director retires pursuant to Article 23 2, the retiring director shall be deemed to be re-appointed unless the Parent Company provides written notice to the Company and the director prior to the retirement date that the director is not re-appointed
- 24 PARENT COMPANY: POWER TO APPOINT AND REMOVE DIRECTORS**
- Without prejudice to Articles 22 and 23, the Parent Company (if there is one) may by notice in writing to the Company appoint any person to be a director and remove any director from office, however they were appointed
- 25 DIRECTORS' REMUNERATION**
- 25 1 Directors may undertake any services for the Company that the directors decide and the Company may enter into a service contract with any director on such terms as the directors (with the Majority Shareholder's consent as set out in Article 9 1(u)) think fit
- 25 2 Directors are entitled to such remuneration as the directors determine (with the Majority Shareholder's consent as set out in Article 9 1(u))
- (a) for their services to the Company as directors, and
 - (b) for (i) any other service which they undertake for the Company or (ii) any executive office or employment with, the Company or any body corporate which is a Group Company
- 25 3 Subject to the Articles, a director's remuneration may
- (a) take any form,
 - (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director
- 25 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day
- 25 5 Directors are not accountable to the Company for any remuneration which they receive as directors or other officers or employees of the Company, any Group Company or any other body corporate in which the Company is interested and the receipt of such benefit shall not disqualify any person from being a director of the Company
- 26 DIRECTORS' EXPENSES**
- The Company may pay any reasonable expenses which the directors (including alternative directors) and the Company secretary (if one has been appointed) properly incur in connection with their attendance at

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

Part 3

Shares and Distributions

27 ALL SHARES TO BE FULLY PAID UP

- 27 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- 27 2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum

28 POWER TO ISSUE DIFFERENT CLASSES OF SHARE WITH DIFFERENT RIGHTS

- 28 1 Subject to the Articles, but without prejudice to the rights attached to any existing shares, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution
- 28 2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares
- 28 3 In the event that rights and restrictions attaching to shares are determined by ordinary resolution or by the directors pursuant to this Article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Act in the absence of any provisions in the Articles of a Company, as if those rights and restrictions were set out in the Articles

29 EXCLUSION OF RIGHTS TO OFFERS ON A PRE-EMPTIVE BASIS

In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company

On the allotment of new Class A Shares, these may not be offered to the Class B Shareholders, but only to the Majority Shareholder or such other person(s) as the Majority Shareholder shall designate

30 COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

31 SHARE CERTIFICATES

- 31 1 The Company must issue each shareholder, free of charge, with one or more certificates in respect of the shares which that shareholder holds

31 2 Every certificate must specify

- (a) in respect of how many shares, of what class, it is issued,
- (b) the nominal value of those shares,
- (c) that the shares are fully paid, and
- (d) any distinguishing numbers assigned to them

31 3 No certificate may be issued in respect of shares of more than one class

31 4 Certificates must

- (a) have affixed to them the Company's common seal, or
- (b) be otherwise executed in accordance with the Companies Acts

32 **SHARE TRANSFERS**

32 1 No transfer of any share may be registered without the approval of the Majority Shareholder, and the directors shall be bound to approve a transfer which has such approval

32 2 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor.

32 3 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share

32 4 The Company may retain any instrument of transfer which is registered

32 5 The transferor remains the holder of a share until the transferee's name is entered in the register of shareholders as holder of it

32 6 Each Class B Shareholder agrees, notwithstanding anything to the contrary below, that he shall not, directly or indirectly, transfer, mortgage, charge or otherwise dispose of the whole or any part of his interest in, or grant any option or other rights over, or allow any Security Interest to exist or subsist over, any Class B Shares to or in favour of any person, except as expressly required or permitted by or in accordance with the LTIP Agreement and Articles 33, 35, 36 and 37 For the avoidance of doubt, the Majority Shareholder shall however be entitled to transfer and/or encumber any Class B Shares also held by them from time to time to future managers or employees of the Company or to such other persons that it shall decide

32 7 Notwithstanding anything contained to the contrary in the Articles, the Class B Shareholders shall at all times be permitted (indeed required) to transfer the Class B Shares they own to the Majority Shareholder pursuant to Article 33 below

33 **PUT OPTION RIGHTS**

33 1 Subject to both Put Option Conditions being satisfied and subject to Articles 33 15 and 33 16 below, the Company grants to each Class B Shareholder an option (the "**Put Option**") to require the Company or the Company's Nominee to purchase all of his/her Class B Shares (the "**Put Option Shares**") on the terms set out in this Article

33 2 The Put Option may only be exercised where both of the following conditions are satisfied

- (a) the Majority Shareholder has received distributions equal to all of the Majority Shareholder Priority Amount, and

- (b) the annual statutory accounts of the Company for the financial year ending on 31 December 2020 have been finally approved by the Majority Shareholder or such earlier time as the Majority Shareholder and the Class B Shareholders may agree in writing
- (together, the **"Put Option Conditions"**)
- 33 3 Once both the Put Option Conditions are met and once the management accounts for the relevant financial year have been finalised so that a reasonable estimate of the result of the relevant financial year is known, the Majority Shareholder will ask the Class B Shareholders to confirm whether any of them is considering exercising his/her Put Option in that financial year and
- (a) if no Class B Shareholder expresses an intention to exercise the Put Option right in a relevant financial year, then no valuation shall be carried out with respect to that financial year and the Class B Shareholders will forfeit their Put Option right for that financial year, or
 - (b) if (one or more) Class B Shareholders express an intention to potentially exercise their Put Option right and so inform the Majority Shareholder in writing when asked (a **"Valuation Request"**), the Majority Shareholder shall, within 30 calendar days of such Valuation Request, instruct the Independent Expert to carry out a valuation of the Company pursuant to Article 34
- 33 4 The Put Option may only be exercised once every calendar year for a period of 30 days (the **"Put Option Period"**) commencing on the later of
- (a) the date when the Independent Expert has delivered its Valuation Certificate to the Company pursuant to Article 34, or
 - (b) 6 April
- 33 5 For the purposes of this Article 33, the date of exercise of the Put Option (the **"Put Option Exercise Date"**) is the date falling two Business Days after the date on which the Class B Shareholder serve the Exercise Notice on the Majority Shareholder
- 33 6 The Put Option shall be exercised only by a Class B Shareholder giving the Company and the Majority Shareholder a notice (the **"Exercise Notice"**) including the following information
- (a) the date on which the Exercise Notice is given,
 - (b) a statement to the effect that the Class B Shareholder is exercising the Put Option,
 - (c) sort code and bank account number of the bank account to which the Class B Shareholder wishes to receive the Put Option Price, and
 - (d) a signature by or on behalf of the Class B Shareholder
- 33 7 The Put Option may only be exercised for all of the Put Option Shares. The Put Option Shares shall be sold with full title guarantee free from all liens, charges and encumbrances and with all rights attached to them at the date of Completion (as defined below)
- 33 8 The aggregate consideration payable on exercise of the Put Option shall be an amount equal to (the **"Put Option Price"**)
- (a) the Cash Payment, plus
 - (b) the First Earn Out, plus

(c) the Second Earn Out

- 33 9 The parties shall use their respective reasonable endeavours to procure that the Put Option Price shall be finally determined as quickly as possible and, in any event, no later than the completion date, as specified in Article 33 10
- 33 10 Completion shall take place 20 Business Days after the Put Option Exercise Date, or such later date as the relevant Class B Shareholders and the Majority Shareholder may agree
- 33 11 At completion
- (a) the Company or the Company's Nominee (as the case may be) shall pay, or procure the payment of, the Cash Payment to the Class B Shareholder via electronic bank transfer to the bank account designated by the Class B Shareholder in the Exercise Notice, and
 - (b) the Class B Shareholder shall deliver to the Company or the Company's Nominee (as the case may be)
 - (i) stock transfer form(s) for the Put Option Shares duly completed in favour of the Company or the Company's Nominee (as the case may be) ,
 - (ii) its original share certificate endorsed in blank or in favour of the Company or the Company's Nominee (as the case may be) in respect of the Put Option Shares or an indemnity for a lost share certificate in a form reasonably acceptable to the Company (subject to the prior approval or direction of the Majority Shareholder), and
 - (iii) any other document as requested by the (subject to the prior approval or direction of the Majority Shareholder) to evidence valid transfer of the Class B Shareholder's interest in the Class B Shares to the Company or the Company's Nominee (as the case may be)
- 33 12 Following Completion, each of the parties shall use its reasonable endeavours to ensure the registration of the Company or the Company's Nominee (as the case may be) as the holder of the Put Option Shares
- 33 13 On the first anniversary of the Put Option Exercise Date, the Company or the Company's Nominee (as the case may be) shall pay, or procure the payment of, the First Earn Out to the Class B Shareholder via electronic bank transfer to the bank account designated by the Class B Shareholder in the Exercise Notice
- 33 14 The Company or the Company's Nominee (as the case may be) shall additionally pay, or procure the payment of, the Second Earn Out to the Class B Shareholder via electronic bank transfer to the bank account designated by the Class B Shareholder in the Exercise Notice, if the following applies
- (a) the Majority Shareholder sells a Controlling Interest in the Company to a Third Party Purchaser within 24 months of the Put Option Exercise Date (the "**Relevant Disposal**", and
 - (b) the agreed Third Party Value is higher than the Per-Share Market Value used for the purpose of calculating the Put Option Price payable to the Class B Shareholder
- 33 15 If a Third Party Offer is made for the Company before the expiry of the Put Option Period, all rights of each Class B Shareholder under this Article 33 shall be temporarily suspended and will either (i) fall away when the shares subject to the Third Party Offer are transferred to the Third Party Purchaser, or (ii) resume when the Third Party Offer is withdrawn or

rejected by the Majority Shareholder or any agreement between the Majority Shareholder and the Third Party Purchaser with respect to the Third Party Offer fails to complete

- 33 16 No Class B Shareholder who is a Leaver and has received a Leaver Call Notice from the Majority Shareholder shall be eligible to exercise his/her Put Option right pursuant to this Article

34 **VALUATION**

- 34 1 The market value of the Class B Shares shall be the price per Class B Share, as determined by the Independent Expert on the following basis and assumptions (the "**Per-Share Market Value**")

- (a) valuing the Class B Shares as a rateable proportion of the total value of all the issued shares without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent, save as applicable under the Distribution Waterfall,
- (b) accounting for the application of the Distribution Waterfall, including the Cap,
- (c) valuing the Class B Shares as on an arm's-length sale between a willing seller and a willing buyer as of 31 December in the year preceding the date of the Valuation Request,
- (d) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
- (e) that the Class B Shares are capable of being transferred without restriction,
- (f) in accordance with generally applied principles and taking into consideration the latest approved annual reports, budgets and estimates of the Company,
- (g) accounting for the fact that the cost of the Independent Expert will be paid by the Company, and
- (h) reflecting any other factors which the Independent Expert reasonably believes should be taken into account

- 34 2 If any difficulty arises in applying any of these assumptions or basis then the Independent Expert shall resolve that difficulty in whatever manner it shall in its absolute discretion think fit

- 34 3 The directors will give the Independent Expert access to all accounting records or other relevant documents of the Company, subject to it agreeing such confidentiality provisions as the directors may reasonably impose

- 34 4 The shareholders and the directors shall provide (or procure that others provide) the Independent Expert with such assistance and documents as the Independent Expert may reasonably require for the purpose of reaching a decision

- 34 5 The Independent Expert shall act as expert and not as arbitrator and its determination shall be final and binding on the parties (in the absence of fraud or manifest error)

- 34 6 The Independent Expert shall be requested to determine (i) the market value of the Company as of 31 December in the year preceding the date of the Valuation Request and (ii) the Per-Share Market Value, and to deliver its certificate setting out such determination (the "**Valuation Certificate**") to the Company within twenty five Business Days of its appointment. Forthwith upon receipt, the Company shall deliver a copy of the Valuation Certificate to the shareholders, including the Class B Shareholders

34 7 The cost of obtaining the Valuation Certificate shall be borne by the Company

35 **CALL OPTION RIGHTS**

35 1 During any Put Option Period, the Company shall have an option (the "**Call Option**") to require the Class B Shareholders to sell all of their Class B Shares to the Company or the Company's Nominee (as the case may be) on the same terms as would apply (*mutatis mutandis*) in case of an exercise of the Put Option, but provided that it will not be a condition to the exercise of the Call Option that the Majority Shareholder shall have received all of the Majority Shareholder Priority Amount

36 **TAG-ALONG RIGHTS**

36 1 If the Majority Shareholder wishes to transfer shares and/or securities held by it to a Third Party Purchaser, such that the Majority Shareholder would no longer have Control (directly or indirectly) over the Company, then the Majority Shareholder shall provide written notice to the Class B Shareholders (a "**Tag Along Notice**") of its intention to sell such shares and/or securities. Such Tag Along Notice must include the principal terms and conditions of the proposed sale in reasonably detailed form setting forth

- (a) the name of the proposed transferee (the "**Transferee**"),
- (b) the number and type of shares and/or securities which the Majority Shareholder proposes to sell, and
- (c) the agreed price, terms of payment and all other material terms and conditions as agreed between the Majority Shareholder and the Transferee (if applicable)

36 2 Any Class B Shareholder shall then be entitled to sell all or part of his/her Class B Shares to the same Third Party Purchaser to whom the Majority Shareholder is selling its shares in the Company to (the "**Tag Along Right**") for consideration (whether in cash, securities or other non-cash, and whether contingent or non-contingent) calculated on an equal price per share basis and which, in aggregate with respect to all Class B Shares, is on terms and conditions which are, subject to the Distribution Waterfall, no less favourable (from a vendor's perspective) than those applicable to the Majority Shareholder (the "**Tag Along Price**"), provided that the Majority Shareholder may require the Class B Shareholders (i) to retain up to 50% of their Class B Shares and (ii) to remain a party to their respective LTIP Agreement, which each Class B Shareholders hereby consents may be assigned or novated to the Third Party Purchaser by the exiting Majority Shareholder

36 3 The intention to exercise such a Tag Along Right shall be communicated in writing by the relevant Class B Shareholder to the Majority Shareholder within five (5) Business Days from the date of receipt of the Tag Along Notice, specifying

- (a) the date on which the notice is given,
- (b) a statement to the effect that the Class B Shareholder is exercising the Tag Along Right and the number of Class B Shares it would wish to sell to the Third Party Purchaser,
- (c) the sort code and bank account number of the bank account to which the Class B Shareholder wishes to receive the proceeds from the sale of its Class B Shares, and
- (d) a signature by or on behalf of the Class B Shareholder

36 4 Transfer of the Class B Shares pursuant to the exercise of the Tag Along Right shall take place on such date as the Majority Shareholder shall confirm to the Class B Shareholders in writing with at least 5 Business Days' notice. On such date

- (a) the Majority Shareholder shall pay, or procure the payment of, the Tag Along Price to the Class B Shareholder via electronic bank transfer to the bank account designated by the Class B Shareholder pursuant to Article 36 3(c), and
 - (b) the Class B Shareholder shall deliver to the Third Party Purchaser
 - (i) stock transfer form(s) for such number of Class B Shares, as agreed with the Majority Shareholder to be subject to the Tag Along Right, duly completed in favour of the Third Party Purchaser (or such persons as the Majority Shareholder may direct),
 - (ii) its original share certificate endorsed in blank or in favour of the Third Party Purchaser in respect of the relevant Class B Shares or an indemnity for a lost share certificate in a form reasonably acceptable to the Majority Shareholder, and
 - (iii) any other document as requested by the Majority Shareholder to evidence valid transfer of the Class B Shareholder's interest in the Class B Shares to the Third Party Purchaser and as is customary in connection with such transaction (including documents whereby the Class B Shareholder gives warranties to the Third Party Purchaser with respect to the Class B Shares and the Company, that are the same as those being provided by the Majority Shareholder)
- 36 5 In the event a Class B Shareholder chooses not to exercise his/her Tag Along Rights, and provided the Majority Shareholder has not exercised its Drag Along Right, these Articles and the LTIP Agreement will continue to apply to such Class B Shareholder, who shall nonetheless be obliged to take such reasonable actions requested by the Majority Shareholder for the purpose of facilitating the sale to the Third Party Purchaser by the Majority Shareholder and any applicable Class B Shareholders who wish to conclude or participate in such a sale. If a Class B Shareholder does not, within three (3) Business Days of being requested by the Majority Shareholder pursuant to this Article 36 5 undertake any such reasonable actions (a "**Tag Defaulting Shareholder**") then each member of the board of the Majority Shareholder (individually), in office from time to time, is authorised to execute, complete and deliver as agent for and on behalf of that Class B Shareholder such documents (including where containing the same warranties as those being provided by the Majority Shareholder in respect of the transfer of its shares) for the purpose of transfer thereof
- 36 6 The Distribution Waterfall (including the Cap) shall apply to the aggregate proceeds to be received by the Class A Shareholder(s) and the Class B Shareholder(s) from the Third Party Purchaser upon the Third Party Purchaser's purchase of relevant Class A Shares and relevant Class B Shares - subject to the relevant Class B-Shareholder's exercising of his/her Tag Along Right. All Class B Shares transferred to the Third Party Purchaser by the Class B Shareholder upon exercise of his/her Tag Along Right shall (save where otherwise agreed by the Majority Shareholder, Company and the Third Party Purchaser) be deemed to have automatically converted into a number of Class A Shares immediately after being transferred to the Third Party Purchaser being such number of Class A Shares that would have the equivalent value (in terms of financial and distribution rights) to the price paid to the Class B Shareholders for the Class B Shares to be so converted. The price paid to the Class B Shareholders for such Class B Shares that are then converted shall reduce and be deemed to reduce the aggregate Cap for the remainder of the Class B Shares referred to under Article 41 2(c)

The Tag Along Right shall lapse and be of no further effect upon the occurrence of an IPO

- 36 7 No Class B Shareholder who is a Leaver and has received a Leaver Call Notice from the Majority Shareholder shall be eligible to exercise his/her Tag Along Right pursuant to this Article

37 **DRAG-ALONG RIGHTS**

- 37 1 Where the Majority Shareholder wishes to effect the sale of a Controlling Interest in the Company to a Third Party Purchaser, then the Majority Shareholder shall be entitled to require the Class B Shareholders to sell (the "**Drag Along Right**") all or part of their Class B Shares to the same Third Party Purchaser to whom the Majority Shareholder is selling its shares in the Company to, for consideration (whether in cash, securities or other non-cash, and whether contingent or non-contingent) calculated on an equal price per share basis and which, in aggregate with respect to all Class B Shares, is on terms and conditions which are, subject to the Distribution Waterfall, no less favourable (from a vendor's perspective) than those applicable to the Majority Shareholder (the "**Drag Along Price**"), provided that the Majority Shareholder may require the Class B Shareholders (i) to retain up to 50% of their Class B Shares and (ii) to remain a party to their respective LTIP Agreement, which each Class B Shareholders hereby consents may be assigned or novated to the Third Party Purchaser by the exiting Majority Shareholder

The Drag Along Right shall be exercisable by the Majority Shareholder providing written notice to the Class B Shareholders (a "**Drag Along Notice**") of its intention to sell such shares and/or securities. Such Drag Along Notice must be provided to each Class B Shareholder at least five (5) Business Days prior to the anticipated completion date of the sale and must include

- (a) the same information as required by a Tag Along Notice,
- (b) the number of Class B Shares that the Majority Shareholder wishes each Class B Shareholder to sell to the Third Party Purchaser, and
- (c) the date on which the transfer of the Class B Shares pursuant to the exercise of the Drag Along Right shall take place

- 37 2 On the exercise of a Drag Along Right, each Class B Shareholder shall take, or cause to be taken, all action reasonably necessary to do, or cause to be done, and shall assist and cooperate in good faith with the Majority Shareholder in causing the sale by him/her of his/her Class B Shares to the applicable Third Party Purchaser. In particular, on the completion date designated by the Drag Along Notice

- (a) the Majority Shareholder shall pay, or procure the payment of, Drag Along Price to the Class B Shareholder via electronic bank transfer to such bank account as the Class B Shareholder shall designate, and
- (b) the Class B Shareholder shall deliver to the Third Party Purchaser
 - (i) stock transfer form(s) for such number of Class B Shares, as agreed with the Majority Shareholder to be subject to the Drag Along Right, duly completed in favour of the Third Party Purchaser (or such persons as the Majority Shareholder may direct),
 - (ii) its original share certificate endorsed in blank or in favour of the Third Party Purchaser in respect of the relevant Class B Shares or an indemnity for a lost share certificate in a form reasonably acceptable to the Majority Shareholder, and
 - (iii) any other document as requested by the Majority Shareholder to evidence valid transfer of the Class B Shareholder's interest in the Class B Shares to

the Third Party Purchaser and as is customary in connection with such transaction (including documents whereby the Class B Shareholder gives warranties to the Third Party Purchaser with respect to the Class B Shares and the Company, that are the same as those being provided by the Majority Shareholder)

- 37 3 If a Class B Shareholders does not, within three (3) Business Days of being requested to do so by the Majority Shareholder, execute all documents in connection with the transfer of the Class B Shares as is customary in such transactions and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof) (the "**Drag Defaulting Shareholder**"), each member of the board of the Majority Shareholder (individually), in office from time to time, is authorised to execute, complete and deliver as agent for and on behalf of the relevant Class B Shareholder any such documents (including documents containing warranties to the Third Party Purchaser that are the same as those being provided by the Majority Shareholder in respect of the transfer of its shares) After the Third Party Purchaser has been registered as the holder of the relevant Class B Shares, the validity of such proceedings may not be questioned by any person. The Majority Shareholder will procure that each Drag Defaulting Shareholder is paid the consideration payable for that Drag Defaulting Shareholder's Class B Shares as soon as practicable, to such bank account as specified by the Drag Defaulting Shareholder, following delivery to the Majority Shareholder by that Drag Defaulting Shareholder of its original share certificate endorsed in blank or in favour of the Third Party Purchaser in respect of such Class B Shares or an indemnity for a lost share certificate in a form reasonably acceptable to the Third Party Purchaser
- 37 4 The Distribution Waterfall (including the Cap) shall apply to the aggregate proceeds to be received by the Class A Shareholder(s) and the Class B Shareholder(s) from the Third Party Purchaser upon the Third Party Purchaser's purchase of relevant Class A Shares and relevant Class B Shares and subject to the exercising of the Drag Along Right by the Majority Shareholder All Class B Shares transferred to the Third Party Purchaser by the Class B Shareholder upon exercise by the Majority Shareholder of its Drag Along Right shall (save where otherwise agreed by the Majority Shareholder, Company and the Third Party Purchaser) be deemed to have automatically converted into a number of Class A Shares immediately after being transferred to the Third Party Purchaser being such number of Class A Shares that would have the equivalent value (in terms of financial and distribution rights) to the price paid to the Class B Shareholders for the Class B Shares to be so converted The price paid to the Class B Shareholders for such Class B Shares that are then converted shall reduce and be deemed to reduce the aggregate Cap for the remainder of the Class B Shares referred to under Article 41 2(c)

The Drag Along Right shall lapse and be of no further effect upon the occurrence of an IPO

38 CLASS B CONVERSION ON AN IPO

- 38 1 Immediately before an IPO, the Class B Shares shall convert into such number of Class A Shares which shall result in each former holder of Class B Shares receiving the same financial rights and distributions through the converted shares as he would have received as a holder of Class B Shares pursuant to Article 41
- 38 2 To this end the Company shall appoint a qualified expert, to be selected by the Majority Shareholder acting reasonably, which expert shall establish (i) the correct number of Class A Shares into which all existing Class B Shares are to be converted in order to achieve the Distribution Waterfall, as well as (ii) how such Class A Shares shall be allocated pro-rata to the Class B Shareholders
- 38 3 In due time prior to the date of the IPO, each holder of Class B Shares to be converted shall deliver the certificate(s) (or an indemnity in a form reasonably satisfactory to the directors

of the Company for any lost share certificate) for the Class B Shares being converted (together with such other evidence (if any) as the directors may reasonably require to prove good title to those shares) to the Company at its registered office for the time being

38 4 The conversion shall only be effective immediately before such IPO and if such IPO does not become effective, or does not take place, such conversion shall be deemed not to have occurred

38 5 In the case of an IPO, the Majority Shareholder and the Class B Shareholders (subsequently to be converted into Class A Shares) acknowledge and agree that they may be subject to a lock-up period of up to twelve months, during which they will not be allowed to transfer their shares and they will have to continue in their position with the Company, provided that the shareholders shall be entitled to sell their shares during such lock up period if so permitted in accordance with applicable law

39 LEAVERS

39 1 The provisions of this Article shall apply to any Leaver and to any Leaver's Class B Shares

39 2 The Leaver hereby grants the Majority Shareholder an option to purchase all Class B Shares held by the Leaver at the Leaver Call Option Price (the "**Leaver Call Option**") exercisable as of the occurrence of a Payment Event (the "**Option Exercise Period**")

39 3 At any time after the Leaver Termination Date, but no later than six (6) months after such Leaver Termination Date, the Leaver may notify the Majority Shareholder (and *vice versa*) in writing that it intends to obtain a valuation of the Company (a "**Leaver Valuation Request**"), in which case the Majority Shareholder shall, within 30 calendar days of such Leaver Valuation Request, instruct the Independent Expert to carry out a valuation pursuant to Article 34 (except that for the purpose of this valuation the Independent Expert shall be instructed to value the Company and the Class B Shares as of the Leaver Termination Date and not as of 31 December in the year preceding the Leaver Valuation Request) The party that requested the valuation shall be liable to pay all costs associated with it, including the Independent Expert's fees and those of the Company's external auditors

39 4 The Leaver Call Option is exercised, during the Option Exercise Period, by delivery by the Majority Shareholder to the Leaver of a notice (the "**Leaver Call Notice**") stating that it wishes to exercise the Leaver Call Option over all the Class B Shares held by such Leaver

39 5 Transfer of the Class B Shares pursuant to the exercise of the Leaver Call Option shall take place two (2) Business Days following delivery of the Leaver Call Notice On such date the Class B Shareholder shall deliver to the Majority Shareholder

- (a) stock transfer form(s) for all the Class B Shares duly completed in favour of the Majority Shareholder (or such persons as the Majority Shareholder may direct),
- (b) original share certificate(s) endorsed in blank or in favour of the Majority Shareholder in respect of all the Class B Shares or an indemnity for a lost share certificate in a form reasonably acceptable to the Majority Shareholder, and
- (c) any other document as requested by the Majority Shareholder to evidence valid transfer of the Class B Shareholder's interest in the Class B Shares to the Majority Shareholder,

and the Majority Shareholder shall pay the Leaver Call Option Price (plus any accrued interest) to the Leaver on the later of (i) such date or (ii) if as of such date a Put Option, a Call Option, a Tag Along Right, or a Drag Along Right has been exercised, the relevant Payment Date

- 39 6 If a Class B Shareholder does not, within three (3) Business Days of being requested to do so by the Majority Shareholder, execute all documents in connection with the transfer of the Class B Shares and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof) pursuant to the Leaver Call Option (the "**Leaver Defaulting Shareholder**"), each member of the board of the Majority Shareholder (individually), in office from time to time, is authorised to execute, complete and deliver as agent for and on behalf of the relevant Leaver Defaulting Shareholder any such documents. After the Third Party Purchaser has been registered as the holder of the relevant Class B Shares, the validity of such proceedings may not be questioned by any person. The Majority Shareholder will procure that each Leaver Defaulting Shareholder is paid the Leaver Call Option Price after the relevant Payment Event pursuant to Article 39 8, to such bank account as shall be specified by the Leaver Defaulting Shareholder, but following delivery to the Majority Shareholder by that Leaver Defaulting Shareholder of its original share certificate endorsed in blank or in favour of the Majority Shareholder in respect of such Class B Shares or an indemnity for a lost share certificate in a form reasonably acceptable to the Majority Shareholder.
- 39 7 If the Leaver Call Option Price has been calculated on the basis of the Per-Share Market Value as determined on the date closest to the Leaver Termination Date, then between the Leaver Termination Date until the date when the Leaver Call Option Price is actually paid to the Leaver, the Leaver Call Option Price shall accrue interest at the rate of three months' LIBOR (whereby the LIBOR rate on the first day of a calendar quarter shall be applied for the whole of that calendar quarter) according to the following formula
- (Leaver Call Option Price **multiplied by** first-day-of-the-quarter LIBOR rate **multiplied by** actual number of days in that quarter) **divided by** 365
- 39 8 "**Payment Event**" shall mean the first of the following to occur
- (a) the Put Option right becoming exercisable by the Class B Shareholders, or
 - (b) the Tag-Along Right becoming exercisable by the Class B Shareholders, or
 - (c) the Drag Along Right or Call Option right becoming exercisable by the Majority Shareholder or Company, respectively
- 39 9 The price payable by the Majority Shareholder for the purchase of the Leaver's Class B Shares upon exercise of the Leaver Call Option (the "**Leaver Call Option Price**") shall be, subject to the Distribution Waterfall
- (a) if the Leaver Termination Date falls before the Carried Interest Commencement Date, an amount equal to (i) the Leaver Base Price **minus** (ii) the Carried Interest Element with respect to those same shares, or
 - (b) if the Leaver Termination Date falls on or after the Carried Interest Commencement Date, then
 - (i) in the case of a Good Leaver, an amount equal to the Leaver Base Price with respect to the Leaver's Class B Shares,
 - (ii) in the case of an Intermediate Leaver, an amount equal to the Leaver Base Price with respect to the Leaver's Class B Shares **minus** initially, 75% of the Carried Interest Element with respect to those same shares, such percentage decreasing on a linear basis until the 36th month after the Carried Interest Commencement Date, after which 0% of the Carried Interest Element shall be deducted,

- (iii) in the case of a Bad Leaver, an amount equal to the Leaver Base Price with respect to the Leaver's Class B Shares minus
 - (1) initially, 100% of the Earned Interest Element with respect to those same shares, such percentage thereafter decreasing on a linear basis until the 36th month after the Earned Interest Commencement Date, after which 50% of the Earned Interest Element shall be deducted, **and**
 - (2) initially, 75% of the Non-Earned Interest Element with respect to those same shares, such percentage thereafter decreasing on a linear basis until the 36th month after the Earned Interest Commencement Date, after which 0% of the Non-Earned Interest Element shall be deducted

39 10 If, at any time after the Leaver Termination Date, but prior to the Leaver having received payment of the Leaver Call Option Price

- (a) the Leaver is in material breach of any of his/her Post-Completion Obligations during a Non-Compete Period, or
- (b) the Majority Shareholder concludes, acting reasonably, that there was subsisting, before or at the time of the Leaver Termination Date, an Acceptable Termination Reason,

then, regardless of the actual circumstances of the Leaver's departure, the Majority Shareholder shall have the right (but not the obligation) to treat the Leaver as an Intermediate Leaver or as a Bad Leaver, as applicable, and to calculate the Leaver Call Option Price due to him/her accordingly

39 11 In this Article

- (a) the "**Leaver Base Price**" shall be equal to the lower of (i) the Put Option Price with respect to the Leaver's Class B Shares calculated on the basis of the Per-Share Market Value as determined on the date closest to the Payment Event and (ii) the Put Option Price with respect to the Leaver's Class B Shares calculated on the basis of the Per-Share Market Value as determined on the date closest to the Leaver Termination Date, if any,
- (b) a Class B Shareholder shall be deemed to be a "**Good Leaver**" in circumstances where the relevant person
 - (i) ceases to be employed by or to provide services to the Company as a result of a transfer of the whole or part of the business of the Company to a new legal entity in circumstances where TUPE would apply,
 - (ii) dies,
 - (iii) suffers a physical or mental deterioration which, in the opinion of the Majority Shareholder, is sufficiently serious to prevent the relevant person from following his normal employment or which seriously prejudices his earning capacity,
 - (iv) retires at or after the age of 65, or such other retirement age as may be set by applicable law or agreed between the Class B Shareholder and the Majority Shareholder,
 - (v) ceases to be employed by, or to provide services to, the Company, as a result of a Wrongful Termination,

- (vi) ceases to be employed by, or to provide services to, the Company, three or more years after the Earned Interest Commencement Date, other than in circumstances where an Acceptable Termination Reason applies and exists, or
 - (vii) ceases to be employed by, or to provide services to, the Company, in any other circumstance in which the Majority Shareholder may choose to treat the Leaver as a Good Leaver,
- (c) a Class B Shareholder shall be deemed to be an **"Intermediate Leaver"** in circumstances where the relevant person
- (i) ceases to be employed by, or to provide services to, the Company, less than three years after the Earned Interest Commencement Date as a result of the Company having served a termination notice, other than in circumstances where an Acceptable Termination Reason applies and exists, or
 - (ii) ceases to be employed by, or to provide services to, the Company, in any other circumstance in which the Leaver is not a Good Leaver and the Majority Shareholder chooses to treat the Leaver as an Intermediate Leaver,
- (d) a Class B Shareholder shall be deemed to be a **"Bad Leaver"** in circumstances where the relevant person is not deemed to be a Good Leaver or an Intermediate Leaver

Dividends and other distributions

40 PROCEDURE FOR DECLARING DIVIDENDS

The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends

41 DISTRIBUTION WATERFALL

41.1 The rights attaching to each class of shares, as regards dividends and/or distribution of proceeds from an Exit or from the exercise of a Put Option, Call Option or Leaver Call Option, shall be as set out in this Article

41.2 Any Funds Available for Distribution shall be paid or allocated, as applicable, to the shareholders, and the calculations of the Put Option Price and Leaver Call Option Price shall (in respect of the relevant transferees) take into account allocation of value (on an aggregate and cumulative basis), as follows and in the following order of priority (the **"Distribution Waterfall"**)

- (a) firstly, to the holders of Class A Shares, on a pro-rata basis per share, until such time that the holders thereof (together) have received an amount equal to
 - (i) £57,700,000 (the **"Initial Subscription Amount"**), and
 - (ii) any Additional Subscription Amounts (together with the Initial Subscription Amount, the **"Entry Costs"**), and
 - (iii) eight per cent per annum on the Entry Costs, compounded annually, calculated on an annual basis on the balance of Entry Costs as of the first day of each relevant year, starting on 1 January 2017 inclusive and ending on the date of the actual distribution, (together with the Entry Costs, the **"Majority Shareholder Priority Amount"**),

- (b) secondly, on a pro rata basis per share, to the holders of the Class B Shares until such time as the holders thereof (together) have received
- (i) £578,670 (the "**Class B Shares Basis Amount**"), and
 - (ii) eight per cent per annum, compounded annually, on the Class B Shares Basis Amount, starting on 1 January 2017 inclusive and ending on the date of the actual distribution (together with the Class B Shares Basis Amount, the "**Non-Carried Interest Element**"),
- (c) thirdly, to the holders of the Class A Shares and the Class B Shares in the following proportions, until the holders of Class B Shares have (subject to Articles 36 6 and 37 4) received in aggregate (i) £11,000,000 **plus** (ii) a percentage on such amount corresponding to the increment (if any, compared to the same value in 2016) in the consumer price index percentage published by the Office for National Statistics for each relevant year until such time as a distribution is made) (the "**Cap**")

x shall be payable on a pro rata basis per share, to the holders of the Class B Shares (the "**Carried Interest Element**"), where

$x = 0.20$ multiplied by d,

d = the Distribution Pool, being an amount equal to (i) the Funds Available for Distribution **minus** (ii) the Majority Shareholder Priority Amount **minus** (iii) the Non-Carried Interest Element, up to a maximum aggregate amount equal to the Cap, and

y shall be payable, on a pro rata basis per share, to the holders of the Class A Shares where

$y = 0.80$ multiplied by d, and

d = the Distribution Pool (as defined above),

- (d) fourthly, to the holders of Class A Shares, on a pro rata basis per share,

save that any Taxation withheld, and/or Taxation payable by the shareholders with respect to any distribution and/or payment of proceeds to the shareholders pursuant to this Article shall be deemed to have been received by the applicable shareholder even if such amount was not actually received by the applicable shareholder

42 NON-CASH DISTRIBUTIONS

42 1 The Company may, by a resolution of the Class A Shareholders or by a decision of the directors with Class A Shareholders consent, in accordance with Article 9 1(v), decide to pay all or part of a dividend or other distribution payable in respect of an Exit by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company)

42 2 For the purposes of paying a non-cash distribution, the directors (with Class A Shareholders consent as set out in Article 9 1(v)) may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution

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

43 DISTRIBUTION IN SPECIE ON WINDING UP

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

Capitalisation of profits

44 AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

44 1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve, and
- (b) appropriate any sum which they so decide to capitalise (a "**Capitalised Sum**") to the shareholder(s) who would have been entitled to it if it were distributed by way of dividend (the "**Shareholder(s) Entitled**") and in the same proportions

44 2 Capitalised Sums must be applied

- (a) on behalf of the Shareholder(s) Entitled, and
- (b) in the same proportions as a dividend would have been distributed to them

44 3 Any Capitalised Sum may be applied in paying up new shares of a nominal amount equal to the Capitalised Sum which are then allotted credited as fully paid to the Shareholder(s) Entitled or as they may direct

44 4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the Shareholder(s) Entitled or as they may direct

44 5 Subject to the Articles the directors may

- (a) apply Capitalised Sums in accordance with Articles 44 3 and 44 4 partly in one way and partly in another,
- (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments), and
- (c) authorise any shareholder to enter into an agreement with the Company on behalf of all the Shareholder(s) Entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article

Part 4

**Decision-making by shareholders
Organisation of general meetings**

45 NOTICE OF GENERAL MEETINGS

Notice of general meetings need not be given to shareholders who, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company

46 ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

46 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting

46 2 A person is able to exercise the right to vote at a general meeting when

- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting

46 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it

47 QUORUM FOR GENERAL MEETINGS

47 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum

47 2 For all purposes of these Articles, a quorum shall be present at a general meeting of the Company or of the holders of any class of its shares as provided in the Act

48 CHAIRING GENERAL MEETINGS

48 1 The chairman shall chair general meetings if present and willing to do so

48 2 If the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start

- (a) the directors present, or
- (b) (if no directors are present) the meeting,

must appoint a director or Class A Shareholder (including a proxy or a corporate representative) to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting

48 3 The person chairing a meeting in accordance with this Article is referred to as "the chairman of the meeting"

49 VOTING: GENERAL

49 1 The voting rights attached to each class of shares in the Company shall be as set out in this Article

- (a) on a show of hands, every Class A Shareholder holding one or more Class A Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote, and

- (b) on a poll, every Class A Shareholder holding one or more Class A Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each Class A Share of which he is the holder,
 - (c) on a vote on a written resolution each Class A Shareholder holding one or more Class A Shares has one vote in respect of each Class A Share held by him
- 49 2 The Class B Shares will not entitle the holders to attend or vote at any general meeting, nor to receive notice of general meetings
- 49 3 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is demanded
- 49 4 The voting entitlements of shareholders are subject to any rights or restrictions attached to shares held by them, whether or not such rights or restrictions are set out in the Articles

50 AMENDMENTS TO RESOLUTIONS

- 50 1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if
- (a) notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and
 - (b) the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution
- 50 2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if
- (a) the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and
 - (b) the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution
- 50 3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution

51 CLASS MEETINGS

All the provisions of these Articles relating to general meetings of the Company apply with any necessary changes to a separate meeting of shareholders of any class of shares in the Company in connection with the variation of rights attached to a class of shares

Part 5 Administrative Arrangements

52 MEANS OF COMMUNICATION TO BE USED

- 52 1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company

52 2 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

52 3 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

53 COMPANY SEALS

53 1 Any common seal may only be used by the authority of the directors

53 2 The directors may decide by what means and in what form any common seal is to be used

53 3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature

53 4 For the purposes of this Article, an authorised person is

- (a) any director of the Company,
- (b) the Company secretary (if any), or
- (c) any person authorised by the directors for the purpose of signing documents to which the common seal is applied

53 5 The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine

54 RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

While the Company is owned by a single shareholder or a Parent Company, such single shareholder or Parent Company is entitled to inspect any of the Company's accounting or other records or documents upon reasonable written notice in writing. In all other regards, except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a shareholder

Directors' Indemnity and Insurance

55 INDEMNITY AND EXPENSES

55 1 Subject to Article 55 4, a Relevant Director of the Company or an associated company may be indemnified out of the Company's assets against

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and
- (c) any other liability incurred by that director as an officer of the Company or an associated company

55 2 The Company may fund a Relevant Director's expenditure for the purposes permitted under the Act and may do anything to enable a Relevant Director to avoid incurring such expenditure as provided in the Act

55 3 No Relevant Director shall be accountable to the Company or the shareholders for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company

55 4 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

55 5 In this Article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "**Relevant Director**" means any director or former director of the Company or an associated company

56 **INSURANCE**

56 1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Director in respect of any relevant loss

56 2 In this Article

- (a) a "**Relevant Director**" means any director or former director of the Company or an associated company,
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a Relevant Director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate