

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

of

J.CARTER SPORTING CLUB LIMITED

(Company No. 09670915)

(Adopted by a special resolution passed on 20 September 2023)

ALLEN & OVERY

Allen & Overy LLP

CONTENTS

Clause	Page
1. Introduction	1
2. Definitions	2
3. Share Capital	14
4. Dividends.....	15
5. Liquidation Preference	16
6. Sale Provisions	16
7. Votes in General Meeting and Written Resolutions	17
8. Consolidation of Shares.....	17
9. Conversion of Preferred Shares.....	17
10. Anti-Dilution Protection.....	19
11. Variation of Rights	20
12. Allotment of New Shares or Other Securities: Pre-Emption.....	21
13. Transfers of Shares – General	22
14. Permitted Transfers	24
15. Transfers of Shares Subject to Pre-Emption Rights	26
16. Valuation of Shares	30
17. Co-Sale Right	31
18. Compulsory Transfers – General.....	33
19. Mandatory Offer on a Change of Control	33
20. Drag Along.....	34
21. General Meetings.....	39
22. Proxies	40
23. Directors' Borrowing Powers	40
24. Alternate Directors	40
25. Number of Directors.....	42
26. Appointment of Directors.....	42
27. Removal of Directors	42
28. Proceedings of Directors	43
29. Directors' Interests.....	44
30. Notices.....	47
31. Indemnities and Insurance	49
32. Secretary.....	50
33. Lien.....	50
34. Call Notices	51
35. Forfeiture of Shares	53
36. Surrender of Shares	55
37. Authority to Capitalise and Appropriation of Capitalised Sums	55
38. New Holding Company.....	56

1. INTRODUCTION

- 1.1 The model articles for private companies limited by shares contained or incorporated in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended before the Date of Adoption (the **Model Articles**) shall apply to the Company, save insofar as they are varied or excluded by, or are inconsistent with, the following Articles.
- 1.2 In these Articles and the Model Articles any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension of or to such statutory provisions for the time being in force.
- 1.3 In these Articles:
- (a) article headings are used for convenience only and shall not affect the construction or interpretation of these Articles;
 - (b) words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa;
 - (c) Articles 8(2), 9(4), 10(3), 11(2), 13, 14, 17(2), 17(3), 19, 21, 26(5), 27, 28, 29, 30(5) to (7) (inclusive), 44(4), 51, 52 and 53 of the Model Articles shall not apply to the Company;
 - (d) in the event of any Bonus Issue or Reorganisation, the Preference Amount, Starting Price and/or Conversion Ratio, as applicable, shall be adjusted as determined by the Board equitably so as to ensure that each Preferred Shareholder is in no better or worse position (with respect to each Preferred Share held) as a result of such Bonus Issue or Reorganisation with such adjustment to become effectively immediately after such Bonus Issue or Reorganisation provided that if a doubt or dispute arises concerning such adjustment, the Board shall, if requested by the Investor Majority, refer the matter to the Auditors (or such independent firm of accountants as the Board may decide) whose determination shall, in the absence of manifest error, be final and binding on the Company and each of the Shareholders (and the costs of the Auditors (or such independent firm of accountants) shall be borne by the Company);
 - (e) upon the issue of any Indemnity Shares to a Preferred Shareholder (an **Indemnified Shareholder**), the Preference Amount and Starting Price of each Preferred Share held by that Indemnified Shareholder shall each be adjusted to equal the amount that is calculated by dividing: (a) the aggregate Preference Amount or aggregate Starting Price (as the case may be) of all of the Preferred Shares held by such Indemnified Shareholder immediately before the issue of such Indemnity Shares; by (b) the number of Preferred Shares (including for the avoidance of doubt such Indemnity Shares) held by such Indemnified Shareholder immediately after the issue of such Indemnity Shares, provided that such aggregate adjusted Preference Amount or Starting Price (as the case may be) shall be no less than, and no greater than, the aggregate (as the case may be) for all Preferred Shares held by such Indemnified Shareholder prior to the issue of such Indemnity Shares;
 - (f) reference to **issued Shares** of any class shall exclude any Shares of that class held as Treasury Shares from time to time, unless stated otherwise;
 - (g) reference to the **holders** of Shares or a class of Share shall exclude the Company holding Treasury Shares from time to time, unless stated otherwise;
 - (h) reference to the **transfer** of a Share includes:

- (i) the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share, or in each case of a beneficial or other interest in a Share; and
- (ii) the transfer of Shares pursuant to a merger or scheme of arrangement and any provision of such merger or scheme of arrangement by which a Shareholder thereby ceases to be interested in shares in the Company (or any surviving or successor entity to such Shareholder) (whether by way of cancellation or otherwise),

and the terms **transferring, transfers, transferor** and other derivatives shall be construed accordingly;

- (i) reference to **writing** or **written** shall include typing, printing, lithography, photography, facsimile, and any form of electronic mail in a durable medium reproducing words in a visible, available and permanently accessible form;
- (j) the word **include** or **including** or **in particular** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word **other** (or any similar term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;
- (k) references to **bankruptcy, liquidation, and administrative receivership** shall have the meanings given to such terms under English law and shall also be deemed to include any similar or analogous status or concept under any other law (and, in which case, in the event of any dispute or ambiguity, the meaning of any such term shall, for the purposes of interpreting these Articles, be determined by the Board whose determination shall be final and binding);
- (l) reference to **£** or **GBP** shall be a reference to British pounds sterling;
- (m) reference to **\$** or **USD** shall be a reference to United States dollars; and
- (n) reference to **€** or **EUR** shall be a reference to Euros.

- 1.4 Where there is reference to Preferred Shares in these Articles, this reference shall be treated, where appropriate in the context, on an as-converted basis (assuming the conversion of all Preferred Shares into Ordinary Shares) if the Conversion Ratio has been adjusted.

2. DEFINITIONS

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

Accepting Shareholder has the meaning given in Article 19.5;

Act means the Companies Act 2006 (as amended from time to time);

Activist Investor has the meaning given in the Shareholders' Agreement;

Affiliate means, with respect to any person (the **First Person**), any other person who, directly or indirectly, controls, is controlled by, or is under common control with such First Person, including, without limitation, any general partner, managing member, officer or director of such First Person or any venture capital fund now or hereafter existing that is controlled by one or more general partners or managing members of, or shares the same management or advisory company with, such First Person, excluding in the case of an Investor any investee or portfolio company of it or any of its Affiliates, and excluding the Company with respect to any Shareholder;

Allocation Notice has the meaning given in Article 15.7(b);

Alternate Director has the meaning given in Article 24.1;

Anti-Dilution Shares has the meaning given in Article 10.1;

Applicant has the meaning given in Article 15.7(b);

Applying Shareholders has the meaning given in Article 15.6(c)(i);

Appointor has the meaning given in Article 24.1;

Arrears means in relation to any Share, all arrears of any dividend or other sums payable in respect of that Share, whether or not earned or declared and irrespective of whether or not the Company has had at any time sufficient Available Profits to pay such dividend or sums, together with all interest and other amounts payable on that Share;

Asset Sale means the disposal by the Company of all or substantially all of its undertaking and assets;

Associated Company means, in respect of a person, any undertaking (as defined in section 1161(1) of the Act) in which such person directly or indirectly owns or controls at least 20 per cent. of the equity share capital or voting rights in respect of such undertaking;

Auditors means the auditors of the Company from time to time;

Available Profits means profits available for distribution within the meaning of Part 23 of the Act;

Board means the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles;

Board Meeting means a meeting of the Board;

Bonus Issue or Reorganisation means any return of capital, bonus issue of shares or other securities of the Company by way of capitalisation of profits or reserves (other than a capitalisation issue in substitution for or as an alternative to a cash dividend which is made available to the Preferred Shareholders) or any consolidation or subdivision or any variation in the conversion rate applicable to any other outstanding shares of the Company in each case other than shares issued as a result of the events set out in Article 10 and Exempt New Securities;

Business Day means a day (other than a Saturday or Sunday or a public holiday) on which clearing banks are ordinarily open for the transaction of normal banking business in London, England and New York, United States;

Buyer has the meaning given in Article 17.2(a);

Call Notice has the meaning given in Article 34.1;

call has the meaning given in Article 34.1;

Call Payment Date has the meaning given in Article 34.10(a);

Called Securities Holder has the meaning given in Article 20.5;

Called Shareholder has the meaning given in Article 20.1;

Called Shares has the meaning given in Article 20.2(a);

Capitalised Sum has the meaning given in Article 37.1(b);

Chair has the meaning given in Article 28.3;

Chairperson has the meaning given in Article 21.3;

Civil Partner means in relation to a Shareholder, a civil partner (as defined in the Civil Partnership Act 2004) of the Shareholder;

Common Liabilities has the meaning given in Article 20.6(b)(ii);

Company means J.Carter Sporting Club Limited;

Company's Lien has the meaning given in Article 33.1;

Concert Parties means, in respect of any person (the **relevant person**), unless otherwise determined by the Board acting reasonably:

- (a) any Member of the same Group and/or any Member of the same Fund Group as the relevant person;
- (b) any Associated Company of the relevant person or any Member of the same Group or any Member of the same Fund Group as the relevant person, or any person in respect of which the relevant person or any Member of the same Group or any Member of the same Fund Group as the relevant person is an Associated Company;
- (c) the relevant person's Privileged Relations, Trustees and Qualifying Companies, and any Trustees or Qualifying Companies of the relevant person's Privileged Relations (in each case, to the extent applicable);
- (d) in respect of any relevant person that is a company or other body corporate, its directors, any Privileged Relations of any of its directors and any Trustees of any of its directors and/or any of their Privileged Relations; and
- (e) in respect of any relevant person that is a company or other body corporate, its pension schemes and any pension scheme of any person that is a Concert Party of such company or other body corporate pursuant to paragraphs (a) or (b) above; and
- (f) any other person with which the relevant person is party to an agreement or understanding (whether formal or informal) to co-operate to obtain or consolidate interests in Shares carrying 30 per cent. or more of the Company's voting rights,

in each case, at the relevant time;

Conditions has the meaning given in Article 9.1;

Continuing Shareholders has the meaning given in Article 15.5;

Contribution Obligations has the meaning given in Article 20.6(b);

control means in relation to a person (being the **Controlled Person**) being:

- (a) entitled to exercise, or control the exercise (directly or indirectly) of, more than 50 per cent. of the voting power at any general meeting of the shareholders, members or partners or other equity holders of the Controlled Person (and including, in the case of a limited partnership, at a meeting of members or partners or other equity holders of its general partner) in respect of all or substantially all matters falling to be decided by resolution or meeting of such persons; or
- (b) entitled to appoint or remove (directly or indirectly):
 - (i) directors, managers or officers on the Controlled Person's board of directors or other governing body (or, in the case of a limited partnership, on the board or other governing body of its general partner) who are able (in the aggregate) to exercise more than 50 per cent. of the voting power at meetings of that board or governing body in respect of all or substantially all matters;
 - (ii) any managing member of such Controlled Person; and/or
 - (iii) in the case of a limited partnership, its general partner,

and **controls** and **controlled** shall have a corresponding meaning;

Controlling Interest means an interest in shares giving to the holder or holders of such interest control of the relevant company within the meaning of section 1124 of the CTA 2010;

Conversion Date has the meaning given in Article 9.1;

Conversion Ratio has the meaning given in Article 9.5;

Co-Sale Notice has the meaning given in Article 17.2;

Co-Sale Shareholder has the meaning given in Article 17.2;

CTA 2010 means the Corporation Tax Act 2010;

Date of Adoption means the date on which these Articles were adopted;

Defaulting Called Shareholder has the meaning given in Article 20.12;

Defaulting Shareholder has the meaning given in Article 38.1;

Director(s) means a director or directors of the Company from time to time;

Drag Along Notice has the meaning given in Article 20.2;

Drag Along Option has the meaning given in Article 20.1;

Drag Completion Date has the meaning given in Article 20.2(d);

Drag Consideration has the meaning given in Article 20.2(c);

Drag Document Deadline has the meaning given in Article 20.9;

Drag Documents has the meaning given in Article 20.9;

Drag Purchaser has the meaning given in Article 20.1;

Drag Sale has the meaning given in Article 20.1;

electronic address has the same meaning as in section 333 of the Act;

electronic form and **electronic means** have the same meaning as in section 1168 of the Act;

Eligible Director means a Director who would be entitled to vote on a matter had it been proposed as a resolution at a Board Meeting;

Employee means an individual who is employed by or who provides consultancy services to, the Company;

Employee Trust means a trust whose beneficiaries are the Employees;

Encumbrance means any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

Equity Securities has the meaning given in sections 560(1) to (3) inclusive of the Act and for the avoidance of doubt an allotment of Equity Securities includes a transfer of shares which immediately before such transfer were held by the Company as Treasury Shares;

Escrow has the meaning given in Article 20.16;

Excess Sale Shares has the meaning given in Article 15.6(a)(iii);

Exempt New Securities means:

- (a) any options to subscribe for shares in the capital of the Company issued or granted under any Share Option Plan;
- (b) any Indemnity Shares;
- (c) any shares in the capital of the Company or Relevant Securities:
 - (i) issued or granted (or to be granted or issued) by the Company on the exercise of any options to subscribe for shares in the capital of the Company issued or granted under a Share Option Plan (including any MIP Shares);
 - (ii) issued or granted (or to be granted or issued) by the Company in order for the Company to comply with its obligations under these Articles including, but not limited to the Anti-Dilution Shares;
 - (iii) issued (or to be issued) by the Company in consideration of the acquisition by the Company of any company or business; or
 - (iv) issued (or to be issued) by the Company as a result of a Bonus Issue or Reorganisation;

Exercise Documents has the meaning given in Article 20.2(f);

Exercising Investor has the meaning given in Article 10.1;

Expert has the meaning given in Article 38.8;

Expert Valuer means the expert valuer appointed in accordance with Article 16.2;

Fair Value means the value determined in accordance with Article 16;

Family Trusts means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such share or the income from such Share is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons;

Financial Year has the meaning set out in section 390 of the Act;

Founder Director means each Director appointed under Article 26.1(b);

Founder Secondary Sale has the meaning given in the Shareholders' Agreement;

Founders means Philip Beahon and Thomas Beahon (each being a **Founder**);

Fractional Holders has the meaning given in Article 9.8;

Fully Diluted Share Capital means the aggregate at any given time of: (i) the issued Shares; and (ii) all Shares capable of being issued by the Company pursuant to any outstanding rights to subscribe for, or convert any security into, Shares as if all those outstanding rights had been exercised in full (including all outstanding options, warrants, convertible loan notes, advance subscriptions and all other convertible or exercisable securities then outstanding), but excluding, for the avoidance of doubt, any Preferred Shares to the extent included in (i) and excluding, in each case, any Treasury Shares;

Fund Manager means a person whose principal business is to make, manage or advise upon investments in securities;

hard copy form has the same meaning as in section 1168 of the Act;

Harmful Investor has the meaning given in the Shareholders' Agreement;

Holding Company Notice has the meaning given in Article 38.4(a);

Holding Company Reorganisation means any transaction involving the issue of shares in the capital of a New Holding Company to the Shareholders, the object or intent of which is to interpose the New Holding Company as the sole owner of the Company such that immediately subsequent to such transaction:

- (a) the membership, pro rata shareholdings and classes of shares comprised in the New Holding Company is substantially the same as that of the Company (excluding Treasury Shares) immediately before such transaction (save for the fact that such shares are issued by a different company);
- (b) the rights attaching to each class of share comprised in the New Holding Company are substantially the same as those rights attaching to the like class of share comprised in the share capital of the Company immediately before such transaction (save for the fact that such shares

are issued by a different company and/or in a different jurisdiction with attendant differences in company law); and

- (c) the constitutional documents of the New Holding Company are the same in substantive effect as the articles of association of the Company immediately before such acquisition (save for the fact that they apply in respect of a different company, and as to matters and modifications to reflect that the New Holding Company may be incorporated in a jurisdiction other than England and Wales);

Indemnity Shares has the meaning given in the Shareholders' Agreement;

Indemnified Shareholder has the meaning given in Article 1.3(e);

Initial Sale Share Entitlement has the meaning given in Article 15.6(a)(i)(B);

Instrument of Transfer means a stock transfer form or any other transfer document in either hard copy form or electronic form, in either case in any usual form or in any other form which the Board may approve;

Interested Director has the meaning given in Article 29.5;

Investment Fund means a fund, limited, general or other partnership, company, investment trust, unit trust, investment company or collective investment scheme (as defined by the Financial Services and Markets Act 2000) or other entity (excluding any Qualifying Company or Family Trust) whose principal business is to make investments, including in securities, and is managed by a Fund Manager;

Investor Majority means the holders of more than 50 per cent. of the Preferred Shares in issue from time to time, which must include Raine for so long as Raine, together with its Permitted Transferees, holds in aggregate the Raine Threshold;

Investor Majority Consent means the prior written consent of the Investor Majority;

Investors means (a) Raine and each other Preferred Shareholder and (b) each Permitted Transferee of a Preferred Shareholder that holds Preferred Shares from time to time;

IPO means the admission of all or any of the Shares or securities representing those shares (including depositary interests, American depositary receipts, American depositary shares and/or other instruments) on NASDAQ, the New York Stock Exchange or the Official List of the United Kingdom Financial Conduct Authority, or any other major stock exchange in the United States, United Kingdom or any member state of the European Union as agreed by the Board;

ITEPA means Income Tax (Earnings and Pensions) Act 2003;

Lien Enforcement Notice has the meaning given in Article 33.3(a);

Lock-up Period means the period commencing on the Date of Adoption and ending on the date falling on the second anniversary of the Date of Adoption (inclusive);

Major Investors means:

- (a) Raine, for so long as it, together with its Permitted Transferees, holds in aggregate the Raine Threshold; and
- (b) each Investor (which, for the avoidance of doubt, may include Raine) holding more than 20 per cent of the Preferred Shares in issue from time to time;

Management Incentive Plan means a management incentive plan to be adopted by the Company after the Date of Adoption whereby shares in the capital of the Company may be issued and allotted to Directors and Employees pursuant to such management incentive plan;

Mandatory Offer Period has the meaning given in Article 19.3;

Member of the same Fund Group means if the Shareholder is an Investment Fund or is a nominee or Subsidiary Undertaking of an Investment Fund:

- (a) that Investment Fund;
- (b) any participant or partner in or member of any such Investment Fund from time to time or the holders of any unit trust which is a participant or partner in or member of any Investment Fund, but only in connection with the dissolution of the Investment Fund or any distribution of assets of the Investment Fund pursuant to the operation of the Investment Fund in the ordinary course of business, and following such dissolution any Affiliate of any of the foregoing;
- (c) any Investment Fund managed or advised by that Fund Manager from time to time;
- (d) any Parent Undertaking or Subsidiary Undertaking of that Fund Manager, or any Subsidiary Undertaking of any Parent Undertaking of that Fund Manager from time to time; or
- (e) any trustee, nominee or custodian of such Investment Fund and vice versa from time to time;

Member of the same Group means as regards any company, a company which is from time to time a Parent Undertaking or a Subsidiary Undertaking of that company or a Subsidiary Undertaking of any such Parent Undertaking;

Minimum Transfer Condition has the meaning given in Article 15.2(d);

MIP Shares means Shares issued pursuant to the Management Incentive Plan on or after the Date of Adoption;

New Holding Company means a holding company of the Company newly incorporated in any jurisdiction which has no previous trading history and has resulted from a Holding Company Reorganisation;

New Securities means any shares in the capital of the Company or Relevant Securities granted or issued by the Company after the Date of Adoption, other than (a) any Treasury Shares transferred by the Company after the Date of Adoption and (b) any Exempt New Securities;

New Shareholder has the meaning given in Article 20.14;

Non-Cash Consideration has the meaning given in Article 5.3;

Offer has the meaning given in Article 19.2;

Offer Period has the meaning given in Article 15.6(a)(ii);

Ordinary Shares means the ordinary shares of £0.001 each in the capital of the Company from time to time;

Original Shareholder has the meaning given in Article 14.1;

Other Seller has the meaning given in Article 15.5;

Permitted Transfer means a transfer of Shares in accordance with Article 14;

Permitted Transferee means:

- (a) in relation to a Shareholder who is an individual, any of such Shareholder's Privileged Relations, Trustees or Qualifying Companies;
- (b) in relation to a Founder, any of such Founder's Privileged Relations, Trustees or Qualifying Companies or the trustee(s) of an Employee Trust;
- (c) in relation to a Shareholder who is a Trustee:
 - (i) the Original Shareholder;
 - (ii) any Permitted Transferee of the Original Shareholder;
 - (iii) subject to Article 14.10, the Trustees of another Family Trust of which the Original Shareholder is the settlor;
 - (iv) the new or remaining trustees upon a change of Trustees;
- (d) in relation to a Shareholder which is an undertaking (as defined in section 1161(1) of the Act), any Member of the same Group;
- (e) in relation to a Shareholder which is an Investment Fund, any Member of the same Fund Group; and
- (f) in relation to an Investor:
 - (i) any Member of the same Group;
 - (ii) any Member of the same Fund Group; and
 - (iii) any nominee of that Investor,

provided in each case that such person is not a Restricted Transferee;

Post-Reorganisation Shareholder has the meaning given in Article 38.3;

Pre-emption Offer has the meaning given in Article 12.2;

Preference Amount means, in respect of a Preferred Share, £6,553.56 together with a sum equal to any unpaid Arrears accrued on such Preferred Share, including any accrued and unpaid Preference Return thereon (if applicable, adjusted as referred to in Article 1.3(d), Article 1.3(e) and/or Article 10.5);

Preference Return has the meaning given in Article 4.9;

Preferred Shareholders means the holders of the Preferred Shares (but excludes the Company holding Treasury Shares);

Preferred Shares means the preferred shares of £0.001 each in the capital of the Company from time to time;

Privileged Relation in relation to a Shareholder who is an individual member or deceased or former member means a parent (including a step or adopted parent), sibling (including a step or adopted sibling), spouse, Civil Partner, child or grandchild (including step or adopted or illegitimate child and their issue);

Proceeds of Sale means the consideration payable (including any deferred and/or contingent consideration) whether in cash or otherwise to those Shareholders selling (or otherwise transferring) Shares under a Share Sale less any fees, costs and expenses payable in respect of such Share Sale;

Proposed Purchaser means a proposed purchaser who at the relevant time has made an offer on arm's length terms;

Proposed Reorganisation has the meaning given in Article 38.1;

Proposed Transfer has the meaning given in Article 19.1;

Proposed Transfer Date has the meaning given in Article 19.3;

Proposed Transfer Notice has the meaning given in Article 19.3;

Proposed Transfer Shares has the meaning given in Article 19.3;

Qualifying Company means a company in which a Shareholder who is an individual or any of that Shareholder's Permitted Transferees holds the entire issued share capital and over which that Shareholder or that Shareholder's Permitted Transferee(s) exercises control;

Qualifying IPO has the meaning given in the Shareholders' Agreement;

Qualifying Issue has the meaning given in Article 10.1;

Qualifying Person has the meaning given in section 318(3) of the Act;

Qualifying Sale has the meaning given in the Shareholders' Agreement;

Raine means RPIV Castore LP, acting through its general partner RPIV Foreign Corp SPV Management Limited;

Raine Director means such Director nominated by Raine under Article 26.1(a);

Raine Qualifying Sale has the meaning given in the Shareholders' Agreement;

Raine Threshold means not less than 50 per cent. of the Preferred Shares issued and allotted to Raine on the Date of Adoption;

Redrice means MNL Nominees Limited and, where relevant, any of its nominees and any subsequent Permitted Transferees and their respective nominees;

Redrice Nominee has the meaning given in Article 14.3;

Relevant Interest has the meaning given in Article 29.5;

Relevant Rate has the meaning given in Article 34.10(b);

Relevant Security means any security, option, warrant, agreement or instrument which confers any right to subscribe for any share(s) in the capital of the Company (and the term **Relevant Securities** shall be construed accordingly);

Relevant Sum has the meaning given in Article 19.7(b);

Reorganisation Actions has the meaning given in Article 38.1;

Restricted Transferee means any person (or a nominee for a person) who:

- (a) is, or in the last two years was, a Sanctioned Person or an Affiliate of a Sanctioned Person; or
- (b) is, or in the last two years was, in material breach of Sanctions (as determined by a court of competent jurisdiction), or is an Affiliate of such a person;
- (c) is, or in the last two years was, in material breach of applicable anti-money laundering laws or anti-bribery laws (as determined by a court of competent jurisdiction);
- (d) is an Activist Investor; or
- (e) is a Harmful Investor;

Rights To Acquire Shares has the meaning given in Article 10.4;

Sale means a Share Sale or an Asset Sale;

Sale Agreement has the meaning given in Article 20.2(e);

Sale Information has the meaning given in Article 20.2(g);

Sale Shares has the meaning given in Article 15.2(a);

Sanctioned Country means any country or territory that is the target of any comprehensive country- or territory-wide Sanctions from time to time (being, as at the date of this agreement, the territories of Crimea, the so-called Luhansk People's Republic and the so-called Donetsk People's Republic and the countries of Cuba, Iran, North Korea and Syria);

Sanctioned Person means a person, group or entity that is:

- (a) listed on or referred to, or owned or controlled by a person, group or entity listed on or referred to, on any Sanctions List;
- (b) resident or ordinarily located in, or incorporated under the laws of, any Sanctioned Country; or
- (c) acting on behalf or at the direction of one or more persons or entities as referred to in paragraph (a) or (b) above;

Sanctions means all economic, financial and trade embargoes and sanctions laws, regulations, rules and/or restrictive measures administered, enacted or enforced by any Sanctions Authority from time to time;

Sanctions Authority means:

- (a) the Security Council of the United Nations;

- (b) the United States of America;
- (c) the European Union and each of its member states;
- (d) the United Kingdom; and
- (e) the government, public or regulatory authority or body, or legislative, judicial, executive or enforcement, institutions or agencies of any of paragraphs (a) to (d) above, including the Office of Foreign Assets Control of the United States Department of the Treasury, the United States Department of State, the Council of the European Union and His Majesty's Treasury of the United Kingdom;

Sanctions List means the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the "Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions" maintained by the European Commission, the consolidated list of asset freeze targets maintained by His Majesty's Treasury of the United Kingdom, or any similar list maintained by, or public announcement of a Sanctions designation made by, a Sanctions Authority, each as updated or amended from time to time;

Seller has the meaning given in Article 15.2;

Seller Shares has the meaning given in Article 20.1;

Selling Shareholder(s) has the meaning given in Article 20.1;

Several Liabilities has the meaning given in Article 20.6(b)(i);

Shareholder means any holder of any Shares (but excludes the Company holding Treasury Shares);

Shareholder Representative has the meaning given in Article 20.16;

Shareholders' Agreement means the shareholders' agreement between the Company, the Founders and the Shareholders dated on or around the Date of Adoption, as amended and/or restated from time to time;

Shareholders Entitled has the meaning given in Article 37.1(b);

Share Option Plan(s) means the Management Incentive Plan, the share option plan or plans of the Company from time to time and any agreement in respect of the award of shares including restricted shares (including restricted unit awards) and growth or hurdle shares, or share option agreements of the Company, in each case as amended from time to time;

Shares means the Ordinary Shares and the Preferred Shares from time to time;

Share Sale means the sale or transfer of (or the grant of a right to acquire or to dispose of) any of the shares in the capital of the Company (in one transaction or as a series of transactions) which will result in the purchaser of those shares (or grantee of that right) together with such purchaser's Concert Parties acquiring a Controlling Interest in the Company, except where following completion of the sale or transfer the shareholders and the proportion of shares held by each of them are the same as the shareholders and their shareholdings in the Company immediately before the sale;

Specified Price has the meaning given in Article 19.7(a);

Starting Price means £6,553.56 (if applicable, adjusted as referred to in Article 1.3(d), Article 1.3(e) and/or Article 10.5);

Subscribers has the meaning given in Article 12.3;

Subscription Period has the meaning given in Article 12.2(a);

Subsidiary Undertaking and **Parent Undertaking** have the respective meanings set out in sections 1159 and 1162 of the Act;

Supplemental Consideration has the meaning given in Article 19.7(a);

Surplus Assets has the meaning given in Article 5.1;

Transfer Notice has the meaning given in Article 15.2;

Transfer Price has the meaning given in Article 15.2;

Treasury Shares means shares in the capital of the Company held by the Company as treasury shares from time to time within the meaning set out in section 724(5) of the Act; and

Trustees in relation to a Shareholder means the trustee or the trustees of a Family Trust.

3. SHARE CAPITAL

- 3.1 In these Articles, unless the context requires otherwise, references to shares of a particular class shall include shares allotted and/or issued after the Date of Adoption and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.
- 3.2 Except as otherwise provided in these Articles, the Preferred Shares and the Ordinary Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares.
- 3.3 The words "and the directors may determine the terms, conditions and manner of redemption of any such shares" shall be deleted from article 22(2) of the Model Articles.
- 3.4 Subject to the Act, the Company may purchase its own Shares out of capital otherwise than in accordance with Chapter 5 of Part 18 of the Act, to the extent permitted by section 692(1ZA) of the Act.
- 3.5 Paragraph (c) of article 24(2) of the Model Articles shall be amended by the replacement of the words "that the shares are fully paid; and" with the words "the amount paid up on them; and".
- 3.6 In article 25(2) of the Model Articles, the words "payment of a reasonable fee as the directors decide" in paragraph (c) shall be deleted and replaced by the words "payment of the expenses reasonably incurred by the Company in investigating evidence as the directors may determine".
- 3.7 The Board may by resolution decide, either generally or in any particular case, that any signatures on any share certificates need not be autographic but may be applied to the certificates by some mechanical, electronic or other means or may be printed on them. article 24(5) of the Model Articles shall be amended accordingly.
- 3.8 For the avoidance of doubt, the Company shall not exercise any right in respect of any Treasury Shares, including any right to:
 - (a) receive notice of or to attend or vote at any general meeting of the Company;
 - (b) receive or vote on any proposed written resolution; and

(c) receive a dividend or other distribution

save as otherwise permitted by section 726(4) of the Act.

4. DIVIDENDS

4.1 In respect of any Financial Year, the Company's Available Profits will be applied as set out in this Article 4.

4.2 Subject to Article 4.9, and only after payment in full of any accrued and unpaid Preference Return from time to time, any Available Profits which the Company may determine, with Investor Majority Consent, to distribute in respect of any Financial Year will be distributed among the holders of the Shares (*pari passu* as if the Shares constituted one class of shares) pro rata to their respective holdings of Shares.

4.3 Subject to the Act and these Articles, the Board may, provided Investor Majority Consent is given, pay interim dividends if justified by the Available Profits in respect of the relevant period.

4.4 Every dividend shall accrue on a daily basis assuming a 365-day year. All dividends are expressed net and shall be paid in cash.

4.5 If there are nil paid or partly paid share(s), any holder of such share(s) shall only be entitled, in case of any dividend, to be paid an amount equal to the amount of the dividend multiplied by the percentage of the amount that is paid up (if any) on such share(s) during any portion or portions of the period in respect of which a dividend is paid.

4.6 In addition to the authority set out in Article 37, a capitalised sum which was appropriated from profits available for distribution (which are not required for the Preference Return) may be applied in or towards paying up any sums unpaid on existing Shares held by the persons entitled to such capitalised sum.

4.7 If:

(a) a Share is subject to the Company's Lien; and

(b) the Directors are entitled to issue a Lien Enforcement Notice in respect of it,

they may, instead of issuing a Lien Enforcement Notice, deduct from any dividend or other sum payable in respect of the Share any sum of money which is payable to the Company by the holder of that Share to the extent that they are entitled to require payment under a Lien Enforcement Notice. Money so deducted shall be used to pay any of the sums payable in respect of that Share and/or used to discharge any other indebtedness owing from the holder of that Share to the Company (as the Board may decide). The Company shall notify the distribution recipient in writing of:

(i) the fact and sum of any such deduction;

(ii) any non-payment of a dividend or other sum payable in respect of a Share resulting from any such deduction; and

(iii) how the money deducted has been applied.

4.8 Article 31(1) of the Model Articles shall be amended by:

(a) the replacement of the words "either in writing or as the directors may otherwise decide" at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words "in writing"; and

- (b) the replacement of the words "either in writing or by such other means as the directors decide" from the end of paragraph (d) of that article 31(1) with the words "in writing".

4.9 A fixed cumulative preferential amount shall accrue on each Preferred Share from the date on which such Preferred Share was issued until the first to occur of: (a) a liquidation, dissolution or winding up (voluntary or involuntary) of the Company; (b) a Sale; or (c) a conversion of such Preferred Share in accordance with Article 9, at a rate of 15 per cent. per annum (calculated on a daily basis and on the assumption of a 365 day year, and compounding annually) on the Starting Price per Preferred Share (the **Preference Return**).

4.10 Articles 30(2) and 32 of the Model Articles shall not apply to the Preference Return.

5. LIQUIDATION PREFERENCE

5.1 On a distribution of assets on a liquidation, dissolution, winding up or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of or provisioning for its liabilities (the **Surplus Assets**) shall be applied (to the extent that the Company is lawfully permitted to do so):

- (a) first in distributing to each of the Preferred Shareholders, in priority to the Ordinary Shares, an amount per Preferred Share held equal to the greater of: (i) the Preference Amount and (ii) the amount that would be received if the Preferred Shares were converted into Ordinary Shares in accordance with Article 9 immediately before such distribution (provided that if there are insufficient Surplus Assets to distribute the amounts per Preferred Share equal to the Preference Amount for each Preferred Share, the remaining Surplus Assets shall be distributed to the Preferred Shareholders pro rata to their respective holdings of Preferred Shares); and
- (b) the balance of the Surplus Assets (if any) shall be distributed among the holders of Ordinary Shares pro rata to the number of Ordinary Shares held.

5.2 In the event that any distributions under Article 5.1 are made on more than one occasion:

- (a) each distribution shall be made in accordance with Article 5.1 as if it were the only amount to be distributed and without regard to the expected amount of any distributions expected to be made on any further occasions; and
- (b) a distribution on any further occasion shall be made in accordance with Article 5.1 after taking into account any previous distributions made under Article 5.1.

5.3 If any distribution under Article 5.1 includes any non-cash assets, proceeds or other amounts (**Non-Cash Consideration**) the cash equivalent value of any such Non-Cash Consideration shall be determined in such manner as the Board (acting reasonably and in good faith) may determine with Investor Majority Consent.

6. SALE PROVISIONS

6.1 On a Share Sale, the Proceeds of Sale shall be distributed to those Shareholders selling or otherwise transferring Shares pursuant to such Share Sale in the order of priority set out in Article 5.1 and subject to Articles 5.2 and 5.3. No Shareholder shall sell or otherwise transfer any Shares as part of a Share Sale unless (and the Directors shall not register any transfer of Shares pursuant to a Share Sale unless the Board is reasonably satisfied that) the terms of such Share Sale provide that the Proceeds of Sale are distributed in accordance with Article 5.1 only to those Shareholders selling or otherwise transferring Shares pursuant to such Share Sale and only in respect of the Shares being sold or transferred provided always that if the Proceeds of Sale are not settled in their entirety upon completion of the Share Sale:

- (a) the Directors shall not be prohibited from registering the transfer of the relevant Shares so long as the Proceeds of Sale that are settled have been (or will, under the terms of the Share Sale, be) distributed in the order of priority set out in Article 5.1; and
- (b) the Shareholders shall take any action required by the Board to ensure that the Proceeds of Sale in their entirety are distributed in the order of priority set out in Article 5.1.

6.2 On an Asset Sale the Surplus Assets shall be distributed (to the extent that the Company is lawfully permitted to do so) in the order of priority set out in Article 5.1 and subject to Articles 5.2 and 5.3 provided always that if it is not lawful for the Company to distribute the Surplus Assets in accordance with the provisions of these Articles, the Shareholders shall take any action required by the Board (including, but without prejudice to the generality of this Article 6.2, actions that may be necessary to put the Company into voluntary liquidation) so that Article 5.1 applies and is given effect.

7. VOTES IN GENERAL MEETING AND WRITTEN RESOLUTIONS

- 7.1 Subject to the further provisions of these Articles, the Preferred Shares shall confer on each holder of Preferred Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.2 Subject to the further provisions of these Articles, the Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company and to receive and vote on proposed written resolutions of the Company.
- 7.3 Where Shares confer a right to vote, on a show of hands each holder of such 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 on a poll each such holder so present shall have one vote for each Share held by such holder.
- 7.4 No voting rights attached to a Share which is nil paid or partly paid may be exercised:
 - (a) at any general meeting, at any adjournment of it or on any poll called at or in relation to it; or
 - (b) on any proposed written resolution,

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

8. CONSOLIDATION OF SHARES

Whenever as a result of a consolidation of Shares any Shareholders would become entitled to fractions of a Share, the Board may (in its absolute discretion) deal with those fractions as the Board thinks fit on behalf of those Shareholders. In particular, the Board may aggregate and sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those Shareholders, and the Board may authorise any person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall such transferee's title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

9. CONVERSION OF PREFERRED SHARES

- 9.1 Any Preferred Shareholder shall be entitled, by notice in writing to the Company, to require conversion into Ordinary Shares of all of the fully paid Preferred Shares held by that Preferred Shareholder at any time and those Preferred Shares shall convert and be re-designated as Ordinary Shares automatically on the date of such notice (or such other date as may be specified as the date of conversion in such

notice or a notice given in accordance with Article 9.2(a)) (the **Conversion Date**), provided that the Preferred Shareholder may in such notice, state that the conversion and re-designation of its Preferred Shares into Ordinary Shares is conditional upon the occurrence of one or more events (the **Conditions**).

- 9.2 All of the fully paid Preferred Shares shall (without the need for any further Shareholder consent including pursuant to Article 11.1), automatically convert into and be re-designated as Ordinary Shares:
- (a) on the date of (or such other date as may be specified as the date of conversion in), and subject to the satisfaction of such Conditions (if any) as set out in, a notice given to the Company by the Investor Majority (and the term Conversion Date shall be construed accordingly) so requiring the conversion of all Preferred Shares into Ordinary Shares; or
 - (b) immediately before and conditional upon the occurrence of a Qualifying IPO.
- 9.3 In the case of (i) Articles 9.1 and 9.2(a), not more than five Business Days after the Conversion Date or (ii) in the case of Article 9.2(b), at least five Business Days before the occurrence of the Qualifying IPO, each holder of the relevant Preferred Shares shall deliver the certificate(s) (or an indemnity for any lost certificate(s) in a form acceptable to the Board) in respect of the Preferred Shares being converted into Ordinary Shares to the Company at its registered office for the time being.
- 9.4 Where conversion and re-designation is mandatory with effect immediately before and conditional upon the occurrence of a Qualifying IPO, that conversion and re-designation will be effective only immediately before and conditional upon such Qualifying IPO (and the term Conversion Date shall be construed accordingly) and, if such Qualifying IPO does not become effective or does not take place, such conversion and re-designation shall be deemed not to have occurred. In the event of a conversion and re-designation under Article 9.1 or 9.2(a), if the Conditions have not been satisfied or waived by the relevant holder by the Conversion Date such conversion and re-designation shall be deemed not to have occurred.
- 9.5 On the Conversion Date, the relevant Preferred Shares shall without further authority than is contained in these Articles be converted into and re-designated as Ordinary Shares on the basis of one Ordinary Share for each Preferred Share held (the **Conversion Ratio**), and the Ordinary Shares resulting from that conversion and re-designation shall in all other respects rank *pari passu* with the existing issued Ordinary Shares.
- 9.6 The Company shall on the Conversion Date enter the holder of the converted Preferred Shares on the register of members of the Company as the holder of the appropriate number of Ordinary Shares and, subject to the relevant holder delivering its certificate(s) (or an indemnity for lost certificate in a form acceptable to the Board) in respect of the Preferred Shares in accordance with this Article, the Company shall within ten Business Days of the Conversion Date forward to such Preferred Shareholder by post to such Preferred Shareholder's address shown in the register of members, free of charge, a definitive certificate for the appropriate number of fully paid Ordinary Shares.
- 9.7 If at the time of conversion of any Preferred Shares any Arrears (including any Arrears in respect of any Preference Return) thereon are outstanding, then all Arrears of any Preference Return on such Preferred Shares shall be released, waived or otherwise foregone, such that no Arrears in respect of any Preference Return shall be outstanding on the Ordinary Shares arising from such conversion and the Company shall cease to have any obligation to pay the Preference Return on such Shares.
- 9.8 If any Preferred Shareholder becomes entitled to fractions of an Ordinary Share as a result of any conversion and re-designation (the **Fractional Holders**), the Board may (in its absolute discretion) deal with these fractions as it thinks fit on behalf of the Fractional Holders. In particular, the Board may aggregate and sell the fractions to a person for the best price reasonably obtainable and distribute

the net proceeds of sale in due proportions among the Fractional Holders or may ignore fractions or accrue the benefit of such fractions to the Company rather than the Fractional Holder. For the purposes of completing any such sale of fractions, each Director will be deemed to have been appointed as the Fractional Holder's agent for the purpose of the sale.

10. ANTI-DILUTION PROTECTION

- 10.1 If New Securities are granted or issued by the Company at a price per New Security which is less than the Starting Price (a **Qualifying Issue**) (which in the event that the New Security is not granted or issued for cash shall be a price agreed by the Board and the Investor Majority or, failing such agreement, a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion the current cash value of the consideration for the allotment of the New Securities) then the Company shall, unless and to the extent that the Investor Majority shall have specifically waived the rights of all of the Preferred Shareholders under this Article in writing, issue to each Preferred Shareholder at the time of such Qualifying Issue (the **Exercising Investor**) a number of new Preferred Shares determined by applying the following formula (and rounding the product, N, down to the nearest whole share), subject to adjustment in accordance with Article 10.5 (the **Anti-Dilution Shares**):

$$N = \left(\left(\frac{SIP}{WA} \right) x Z \right) - Z$$

where:

N = the number of Anti-Dilution Shares to be issued to the Exercising Investor;

$$WA = \frac{(SIP \times ESC) + (QISP \times NS)}{(ESC + NS)};$$

SIP = Starting Price;

ESC = the number of Shares in issue plus the aggregate number of Shares in respect of which options to subscribe have been granted plus an equivalent number of Shares (to be determined in accordance with Article 10.3) in respect of any other outstanding Relevant Securities (excluding any Relevant Securities in respect of which Shares are being issued pursuant to such Qualifying Issue), in each case immediately before the Qualifying Issue;

QISP = the weighted average equivalent price per share in respect of the New Securities granted or issued pursuant to the Qualifying Issue (and for which purpose any non-cash consideration shall be a price agreed by the Board and the Investor Majority or failing such agreement a price certified by the Auditors acting as experts and not as arbitrators as being in their opinion current cash value of the consideration for the allotment of the New Securities);

NS = the number of New Securities issued or granted pursuant to the Qualifying Issue (or in the case of Relevant Securities issued or granted pursuant to the Qualifying Issue, an equivalent number of Shares to be determined in accordance with Article 10.3); and

Z = the number of Preferred Shares held by the Exercising Investor immediately before the Qualifying Issue.

In the event of multiple Qualifying Issues on the same date, whether at a single issue price or at different issue prices, whether for new money or as a consequence of outstanding convertible securities or similar instruments, the calculations set out in this Article 10.1 will be made with respect to each Qualifying Issue independently and simultaneously such that none of such Qualifying Issues are

deemed to be outstanding for purposes of the calculations in this Article 10.1 for any of the other Qualifying Issues.

10.2 The Anti-Dilution Shares shall:

- (a) be paid up by the automatic capitalisation of available reserves of the Company, unless and to the extent that the same shall be impossible or unlawful, in which event the Exercising Investors shall be entitled to subscribe for the Anti-Dilution Shares in cash at a subscription price per Anti-Dilution Share equal to the nominal value of an Anti-Dilution Share. In the event of any dispute between the Company and any Exercising Investor as to the effect of Article 10.1 or this Article 10.2, determined between the Board and the Investor Majority and the Board may (and at the request of the Investor Majority will) refer (at the cost of the Company) to the Auditors for certification of the number of Anti-Dilution Shares to be issued. The Auditor's certification of the matter shall in the absence of manifest error be final and binding on the Company and the Exercising Investor; and
- (b) subject to the payment of any cash payable pursuant to Article 10.2(a) (if applicable), be issued, credited fully paid up in cash and shall rank *pari passu* in all respects (save as to: (i) the date from which those Shares rank for dividend; and (ii) the amount paid up or credited as paid up on each Share) with the existing Preferred Shares, within five Business Days of the expiry of the offer being made by the Company to the Exercising Investor and pursuant to Article 10.2(a).

10.3 If the number of Shares issuable in respect of any Relevant Securities is not then ascertainable (because, for example but without limitation, the exercise or conversion price is variable according to a formula) then, for the purpose of any calculation under this Article 10, the equivalent number of Shares the subject of such Relevant Securities shall be deemed to be such number of Shares as the Board (acting reasonably and in good faith) shall estimate with Investor Majority Consent to be the number of Shares reasonably likely be issued thereunder.

10.4 In the event of any grant or issue of New Securities other than Shares (the **Rights To Acquire Shares**), then unless the Board determines otherwise the grant or issue of such Rights To Acquire Shares shall constitute a Qualifying Issue.

10.5 Upon the issue of Anti-Dilution Shares under this Article 10, the Preference Amount and Starting Price of each Preferred Share held by each Exercising Investor shall each be adjusted to equal the amount that is calculated by dividing: (a) the aggregate Preference Amount or aggregate Starting Price (as the case may be) of all of the Preferred Shares held by such Exercising Investor immediately before the issue of the Anti-Dilution Shares; by (b) the number of Preferred Shares (including for the avoidance of doubt the Anti-Dilution Shares) held by such Exercising Investor immediately after the issue of the Anti-Dilution Shares, provided that such aggregate adjusted Preference Amount or Starting Price (as the case may be) shall be no less than, and no greater than, the aggregate (as the case may be) for all Preferred Shares held by such Exercising Investor prior to the issue of the Anti-Dilution Shares.

10.6 For the purposes of this Article 10 any Shares held as Treasury Shares by the Company shall be disregarded when calculating the number of Anti-Dilution Shares to be issued (but may, for the avoidance of doubt, be included if and to the extent such Treasury Shares are the subject of any Rights To Acquire Shares granted or issued by the Company).

11. VARIATION OF RIGHTS

11.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than 50 per cent. in nominal value of the issued shares of that class, save that: (a) no further

consent is required under this Article 11.1 for the conversion and re-designation of the Preferred Shares to Ordinary Shares pursuant to Article 9.2; and (b) in all other circumstances, the special rights attaching to the Preferred Shares may only be varied or abrogated with both class consent in accordance with the preceding provisions of this Article 11.1 and Investor Majority Consent.

- 11.2 The creation of a new class of shares which has preferential rights to one or more existing classes of Shares shall not constitute a variation of the rights of those existing classes of Shares.

12. ALLOTMENT OF NEW SHARES OR OTHER SECURITIES: PRE-EMPTION

- 12.1 Sections 561(1) and 562(1) to (5) (inclusive) of the Act do not apply to an allotment of Equity Securities made by the Company.

- 12.2 Unless otherwise agreed in writing by the Founders and the Investor Majority, if the Company proposes to allot any New Securities then, those New Securities shall not be allotted to any person unless the Company has in the first instance offered them to all Shareholders on the date of the Pre-emption Offer on the same terms and at the same price as those New Securities are being offered to other persons on a *pari passu* and pro rata basis to the number of Shares (as if the Shares constituted one and the same class) held by those Shareholders (as nearly as may be without involving fractions) (the **Pre-emption Offer**). The Pre-emption Offer:

- (a) shall be in writing, be open for acceptance from the date of the Pre-emption Offer to the date ten Business Days after the date of the Pre-emption Offer (inclusive) (the **Subscription Period**) and give details of the number and subscription price of the New Securities being offered and the material terms of such offer; and
- (b) may stipulate that any Shareholder who wishes to subscribe for a number of New Securities in excess of the proportion to which each is entitled shall in their acceptance state the number of excess New Securities for which they wish to subscribe.

- 12.3 If, at the end of the Subscription Period, the number of New Securities applied for is equal to or exceeds the number of New Securities being offered to the Shareholders, the New Securities shall be allotted to the Shareholders who have applied for New Securities (the **Subscribers**) on a pro rata basis to the number of Shares held by such Subscribers which procedure shall be repeated until all of the New Securities being offered to the Shareholders have been allotted (as nearly as may be without involving fractions or increasing the number allotted to any Subscriber beyond that applied for by such Subscriber).

- 12.4 If, at the end of the Subscription Period, the number of New Securities applied for is less than the number of New Securities being offered to the Shareholders, the New Securities shall be allotted to the Subscribers in accordance with their applications and any remaining New Securities shall be offered to any other person as the Directors may determine at the same price and on the same terms as the offer to the Subscribers for a period of up to three months.

- 12.5 Subject to the requirements of Articles 12.2 to 12.4 (inclusive) and to the provisions of section 551 of the Act, any New Securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

- 12.6 Any New Securities offered under this Article 12 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 12.

- 12.7 No Shares shall be allotted (nor any Treasury Shares be transferred) to any Employee, Director, prospective Employee or prospective director of the Company, who in the opinion of the Board is

subject to taxation in the United Kingdom, unless such person has entered into a joint section 431 ITEPA election with the Company if so required by the Company.

13. TRANSFERS OF SHARES – GENERAL

- 13.1 No Share may be transferred unless the transfer is made in accordance with these Articles. If a Shareholder transfers or purports to transfer a Share otherwise than in accordance with these Articles such transfer shall be null and void and either: (a) if so required by the Board, such Share will be returned to the transferor with or without conditions or (b) the Board may resolve that the transferor shall be deemed on such date as the Board shall determine to have served a Transfer Notice in respect of all Shares held by them.
- 13.2 Any transfer of a Share by way of sale which is required to be made under Articles 15 and 17 to 20 (inclusive) will be deemed to include a warranty that the transferor sells with full title guarantee free from all Encumbrances.
- 13.3 No Shares shall be transferred by any Shareholder to a Restricted Transferee without: (a) the prior written consent of both Founders (acting reasonably) (unless the relevant transferor is a Founder or a Permitted Transferee of a Founder); and (b) Investor Majority Consent (acting reasonably) (unless the relevant transferor is an Investor or a Permitted Transferee of an Investor).
- 13.4 No Investor nor any of its respective Permitted Transferees may transfer any Shares (other than in accordance with Article 14) during the Lock-up Period without the prior written consent of both Founders.
- 13.5 Other than pursuant to the Founder Secondary Sale, no Founder nor any of his respective Permitted Transferees may transfer Shares (other than in accordance with Article 14) during the Lock-up Period without Investor Majority Consent.
- 13.6 The Board may refuse to register a transfer if:
 - (a) it is a transfer of a Share to a bankrupt, a minor or a person of unsound mind;
 - (b) the transfer is to an Employee, Director or prospective Employee or prospective director of the Company, who in the opinion of the Board is subject to taxation in the United Kingdom, and such person has not entered into a joint section 431 ITEPA election with the Company;
 - (c) it is a transfer of a Share which is not fully paid:
 - (i) to a person of whom the Board does not approve; or
 - (ii) on which Share the Company has a lien;
 - (d) the Instrument of Transfer is not lodged at the registered office or at such other place as the Board may require;
 - (e) the Instrument of Transfer is not accompanied by the certificate for the Shares to which it relates (or an indemnity for any lost certificate in a form acceptable to the Board) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
 - (f) the transfer is in respect of more than one class of Shares per Instrument of Transfer (or the Board is otherwise unable to ascertain from the Instrument of Transfer which Shares are transferred if those Shares held by the transferor are not fungible);

- (g) the transfer is in favour of more than four transferees; or
- (h) these Articles otherwise provide that such transfer shall not be registered.

If the Board refuses to register a transfer, the Instrument of Transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

13.7 The Board shall refuse to register the transfer of any Share:

- (a) which is "subject to restrictions" (within the meaning given in paragraph 5 of Schedule 1B to the Act), unless permitted to so register by the court, or
- (b) if the Company or Board are otherwise prevented by law from registering the transfer.

13.8 The Board shall, as a condition to the registration of any transfer of Shares (whether pursuant to a Permitted Transfer or otherwise), require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement or similar document in force between some or all of the Shareholders and the Company (unless such transferee is already a party to such agreement) in any form as the Board may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document) and if any condition is imposed in accordance with this Article 13.8 the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.

13.9 To enable the Board to determine whether or not there has been any disposal of Shares (or any interest in Shares) in breach of these Articles the Board may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any Instrument of Transfer lodged for registration or any other person who the Board reasonably believes to have information relevant to that purpose, to furnish to the Company that information and evidence the Board may request regarding any matter which they deem relevant to that purpose, including (but not limited to) the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name. If the information or evidence is not provided to enable the Board to determine to their reasonable satisfaction that no breach has occurred, or where as a result of the information and evidence the Board is reasonably satisfied that a breach has occurred, the Board shall immediately notify the relevant Shareholder in writing of that fact and the following shall occur:

- (a) the relevant Shares shall cease to confer upon the holder of them (including any proxy appointed by the holder) any rights to vote (whether on a show of hands or on a poll and whether exercisable at a general meeting or on a written resolution of the Company or at any separate meeting or written resolution of the class in question); or
- (b) the withholding of payment of all dividends or other distributions (other than the amount they may be entitled to pursuant to the application of Article 4.9) otherwise attaching to the relevant shares or to any further shares issued in respect of those shares; and
- (c) the relevant Shareholder may be required at any time following receipt of the notice to transfer some or all of its Shares to any person(s) at the price that the Board may require by notice in writing to that Shareholder. In the event that such Shareholder fails to so transfer such Shares as so required within five Business Days of receipt of such notice, such Shareholder shall be deemed to have appointed the Company as the agent of such Shareholder for the sale of such Shares, who may authorise any Director to sign any document necessary for such transfer.

The rights referred to in Article 13.9(a) and 13.9(b) may be reinstated by the Board and shall in any event be reinstated upon the completion of any transfer referred to in Article 13.9(c).

- 13.10 In any case where the Board requires a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of ten Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 13.11 If a Transfer Notice is required to be given by the Board or is deemed to have been given under these Articles, the Transfer Notice, unless otherwise specified in the Articles, will be treated as having specified that:
- (a) the Transfer Price for the Sale Shares will be as agreed between the Board (provided that any Director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) shall abstain from voting on and shall not be permitted to vote on any resolution of the Board approving such Transfer Price) and the Seller, or, failing agreement within five Business Days after the date on which the Board becomes aware that a Transfer Notice has been deemed to have been given, will be the Fair Value of the Sale Shares;
 - (b) it does not include a Minimum Transfer Condition (as defined in Article 15.2(d)); and
 - (c) the Seller wishes to transfer all of the Shares held by that Seller (including any Shares acquired by that Seller after the date the relevant Transfer Notice is given or deemed given but before completion of the transfer of the Shares pursuant to the relevant Transfer Notice).
- 13.12 Shares may be transferred by means of an Instrument of Transfer, which is executed by or on behalf of:
- (a) the transferor; and
 - (b) (if any of the Shares is partly or nil paid) the transferee.

14. PERMITTED TRANSFERS

- 14.1 A Shareholder (who is not a Permitted Transferee) (the **Original Shareholder**) may transfer all or any of the Shares held by such Shareholder to a Permitted Transferee without serving a Transfer Notice and without restriction as to price or otherwise.
- 14.2 Shares previously transferred as permitted by Article 14.1 may be transferred by the transferee to any other Permitted Transferee of the Original Shareholder without serving a Transfer Notice and without restriction as to price or otherwise.
- 14.3 Redrice shall be entitled to transfer all or any of the Shares registered in its name (or in the name of any of its nominees, as the case may be) to a replacement nominee (the **Redrice Nominee**) or to any of the persons holding the beneficial interest in any Shares, the legal interest in which is held by Redrice (or any of its nominees or any Redrice Nominee, as the case may be), provided that any such transferee is not a Restricted Transferee.
- 14.4 Subject always to Redrice's prior approval, any person holding the beneficial interest in any Shares, the legal interest in which is held by Redrice (or any of its nominees or any Redrice Nominee, as the case may be) may transfer all or any such beneficial interest to any person on whose behalf Redrice (or any of its nominees or any Redrice Nominee, as the case may be) holds or will hold the legal interest only in any Shares, provided that any such transferee is not a Restricted Transferee.
- 14.5 Where under the provision of a deceased Shareholder's will or laws as to intestacy, the persons legally or beneficially entitled to any Shares, whether immediately or contingently, are Permitted Transferees of the deceased Shareholder, the legal representative of the deceased Shareholder may transfer any Share to those Permitted Transferees, in each case without serving a Transfer Notice and without restriction as to price or otherwise.

- 14.6 If a Permitted Transferee who was a Member of the same Group as the Original Shareholder ceases to be a Member of the same Group as the Original Shareholder, the Permitted Transferee must not later than five Business Days before the date on which the Permitted Transferee so ceases, transfer the Shares held by it (other than those Shares which the Company may determine (in its sole discretion) to have been independently acquired by such Permitted Transferee other than by reason of any connection to, or prior transfer or exercise of rights or securities by, the Original Shareholder) to the Original Shareholder or a Member of the same Group as the Original Shareholder (which in either case is not in liquidation) without serving a Transfer Notice and without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of those Shares.
- 14.7 If a Permitted Transferee who was a Member of the same Fund Group as the Original Shareholder ceases to be a Member of the same Fund Group, the Permitted Transferee must not later than five Business Days before the date on which the Permitted Transferee so ceases, transfer the Shares held by it (other than (i) any Shares which have been transferred in connection with the dissolution of the relevant Investment Fund or any distribution of assets of such Investment Fund pursuant to the operation of such Investment Fund in the ordinary course of business, or (ii) those Shares which the Company may determine (in its sole discretion) to have been independently acquired by such Permitted Transferee other than by reason of any connection to, or prior transfer or exercise of rights or securities by, the Original Shareholder) to the Original Shareholder or a Member of the same Fund Group as the Original Shareholder (which in either case is not in liquidation) without serving a Transfer Notice and without restriction as to price or otherwise failing which it will be deemed to give a Transfer Notice in respect of such Shares.
- 14.8 If a Permitted Transferee who is a Qualifying Company of the Original Shareholder ceases to be a Qualifying Company of the Original Shareholder, it must not later than five Business Days before ceasing to be a Qualifying Company of the Original Shareholder, transfer the Shares held by it (other than those Shares which the Company may determine (in its sole discretion) to have been independently acquired by such Permitted Transferee other than by reason of any connection to, or prior transfer or exercise of rights or securities by, the Original Shareholder) to the Original Shareholder or, to any Permitted Transferee of the Original Shareholder without serving a Transfer Notice and without restriction as to price or otherwise failing which it will be deemed to have given a Transfer Notice in respect of such Shares.
- 14.9 If a Permitted Transferee who is a spouse or Civil Partner of the Original Shareholder ceases to be a spouse or Civil Partner of the Original Shareholder whether by reason of divorce or otherwise such person must, within 15 Business Days of so ceasing either:
- (a) execute and deliver to the Company an Instrument of Transfer in respect of the Shares held by such person (other than those Shares which the Company may determine (in its sole discretion) to have been independently acquired by such Permitted Transferee other than by reason of any connection to, or prior transfer or exercise of rights or securities by, the Original Shareholder) to the Original Shareholder (or, to any Permitted Transferee of the Original Shareholder) for such consideration as may be agreed between them; or
 - (b) give a Transfer Notice to the Company in accordance with Article 15.2,
- failing which such person shall be deemed to have given a Transfer Notice.
- 14.10 No transfer of Shares may be made to Trustees pursuant to Article 14.1 or Article 14.2 unless the Board is satisfied:
- (a) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (b) with the identity of the proposed trustees and beneficiaries;

- (c) the proposed transfer will not result in 50 per cent. or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
- (d) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company.

14.11 No transfer of Shares may be made to a Qualifying Company pursuant to Article 14.1 or Article 14.2 unless the Board is satisfied:

- (a) with the identity of the Qualifying Company and of its legal and beneficial owners and persons with significant control; and
- (b) the proposed transfer will not result in the Company and such Qualifying Company becoming Members of the same Group.

14.12 On the death (subject to Article 14.5), bankruptcy, liquidation, administration or administrative receivership of a Permitted Transferee (other than a joint holder), such Permitted Transferee's personal representatives or trustee in bankruptcy, or its liquidator, administrator or administrative receiver must within five Business Days after the date of the grant of probate, the making of the bankruptcy order or the appointment of the liquidator, administrator or the administrative receiver execute and deliver to the Company a transfer of the Shares held by the Permitted Transferee without restriction as to price or otherwise. The transfer shall be to the Original Shareholder if still living and not bankrupt or if still in existence and not in liquidation (as applicable) or, if so directed by the Original Shareholder, to any Permitted Transferee of the Original Shareholder. If the transfer is not executed and delivered within five Business Days of such period or if the Original Shareholder has died or is bankrupt or is in liquidation, administration or administrative receivership, the personal representative or trustee in bankruptcy or liquidator, administrator or administrative receiver will be deemed to have given a Transfer Notice.

14.13 Notwithstanding any other provision of this Article 14, a transfer of any Shares approved in writing by the Founders (unless a Founder or any of his Permitted Transferees is the transferor) and the Investor Majority (unless an Investor or any of its Permitted Transferees is the transferor) may be made without restriction as to price or otherwise and with any such conditions as may be imposed and each such transfer shall be registered by the Directors and shall, for the avoidance of doubt, be a Permitted Transfer, provided that any such transferee is not a Restricted Transferee (unless such transfer is approved by (a) the prior written consent of both Founders (acting reasonably) (unless the relevant transferor is a Founder or any of his Permitted Transferees); and (b) Investor Majority Consent (acting reasonably) (unless the relevant transferor is an Investor or any of his Permitted Transferees).

14.14 Any Shares may at any time be transferred (without serving a Transfer Notice pursuant to Article 15) as part of a sale of the entire issued share capital of the Company to a company which, upon completion of all such transfers will then be a New Holding Company and which sale has been approved in accordance with Article 38.

15. TRANSFERS OF SHARES SUBJECT TO PRE-EMPTION RIGHTS

15.1 Save where the provisions of Article 14, 17, 19 and 20 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights contained in this Article 15.

15.2 A Shareholder who wishes to transfer Shares (a **Seller**) shall, except as otherwise permitted by these Articles, before transferring or agreeing to transfer any Shares give notice in writing (a **Transfer Notice**) to the Company specifying:

- (a) the number and class of Shares (and in the case of Preferred Shares, the Preference Amount and date of issue) that the Seller wishes to transfer (the **Sale Shares**);

- (b) if the Seller wishes to sell the Sale Shares to a third party, the name of the proposed transferee;
- (c) the price at which the Seller wishes to transfer the Sale Shares (and for which purpose a different price may be stated with respect to different classes of Share and/or, in the case of Preferred Shares, a different Preference Amount and/or issue dates with respect to the accrual of Preference Returns) and the terms and conditions of the proposed sale; and
- (d) whether the Transfer Notice is conditional on all or a specific number of the Sale Shares being sold to Shareholders (a **Minimum Transfer Condition**).

If no cash price is specified by the Seller, the price at which the Sale Shares are to be transferred (the **Transfer Price**) must be agreed by the Board (provided that any Director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) shall not be permitted to vote on such Transfer Price) and the Seller. In addition, if the price is not specified in cash, an equivalent cash value price must be agreed between the Seller and the Board (provided that any Director who is a Seller or with whom the Seller is connected (within the meaning of section 252 of the Act) shall not be permitted to vote on such Transfer Price). In both cases, the price will be deemed to be the Fair Value of the Sale Shares if no price is agreed within five Business Days of the Company receiving the Transfer Notice. For the avoidance of doubt, a different Transfer Price may apply in respect of Shares which are not fungible, including, if the Shares are of different classes and/or, in the case of Preferred Shares, have a different Preference Amount and/or issue dates with respect to the accrual of Preference Returns.

- 15.3 Except with the consent of the Board or as otherwise specified in these Articles, no Transfer Notice once given or deemed to have been given under these Articles may be withdrawn.
- 15.4 A Transfer Notice constitutes the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.
- 15.5 As soon as practicable following the later of:
 - (a) receipt of a Transfer Notice; and
 - (b) in the case where the Transfer Price has not been agreed, the determination of the Transfer Price under Article 16,

the Company shall offer the Sale Shares for sale to the Shareholders (other than the Seller, and, if and to the extent so determined by the Board any other Shareholder whose Shares are then the subject of any Transfer Notice (an **Other Seller**) and any Permitted Transferees of the Seller and/or any Other Seller) (the **Continuing Shareholders**) in the manner set out in Article 15.6. Each offer must be in writing and give details of the number and Transfer Price of the Sale Shares offered.

15.6 *Transfers: Offer*

- (a) The Company shall offer the Sale Shares to the Continuing Shareholders in writing and such offer shall
 - (i) stipulate:
 - (A) the total number and class of Sale Shares so offered to all Continuing Shareholders (together with the amount of any accrued unpaid dividend thereon and, in the case of Preferred Shares, the Preference Amount in respect of such Preferred Shares);

- (B) the number of Sale Shares offered to the Continuing Shareholder (an **Initial Sale Share Entitlement**), calculated on a pro rata basis to the number of Shares held by the Continuing Shareholders at the time the offer is made;
 - (C) the terms of the offer;
 - (ii) be open for acceptance in writing during the period from the date of the offer to the date falling 15 Business Days after the offer (inclusive) (the **Offer Period**); and
 - (iii) stipulate that any Continuing Shareholder who wishes to acquire Sale Shares in excess of their Initial Sale Share Entitlement may, in their acceptance of the offer, state the maximum number of additional Sale Shares in excess of their Initial Sale Share Entitlement which the Continuing Shareholder wishes to purchase (**Excess Sale Shares**) (provided that the number of Excess Sale Shares together with their Initial Sale Share Entitlement which a Continuing Shareholder wishes to acquire shall not, in aggregate, exceed the total number of Sale Shares so offered to all Continuing Shareholders).
- (b) If the Sale Shares are subject to a Minimum Transfer Condition then any allocation made under this Article 15.6 will be conditional on the fulfilment of the Minimum Transfer Condition at the end of the Offer Period.
- (c) If, at the end of the Offer Period, the number of Sale Shares applied for is:
- (i) equal to or exceeds the number of Sale Shares, the Company shall allocate the Sale Shares to each Continuing Shareholder who has applied for Sale Shares (the **Applying Shareholders**) in the proportion (fractional entitlements being rounded to the nearest whole number) which such Applying Shareholder's existing holding of Shares bears to the total number of Shares held by the Applying Shareholders which procedure shall be repeated until all of the Sale Shares have been allocated but no allocation shall be made to an Applying Shareholder of more than the maximum number of Sale Shares which such Applying Shareholder has stated that Applying Shareholder is willing to buy; or
 - (ii) less than the number of Sale Shares, the Company shall allocate the Sale Shares to the Applying Shareholders in accordance with their applications (subject to Article 15.7(a)) and the balance will be dealt with in accordance with Article 15.7(c).
- (d) No Applying Shareholder shall be allocated any fraction of any Sale Share and all fractional entitlements shall be aggregated and may be allocated in such manner as the Board may determine.

15.7 *Completion of transfer of Sale Shares*

- (a) If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for does not meet the Minimum Transfer Condition the Board shall: (i) notify all those to whom Sale Shares have been conditionally allocated under Article 15.6 stating the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect; and (ii) notify the Seller that, subject to Article 15.7(f) and Article 17, the Seller may transfer the Sale Shares to any person at a price at least equal to the Transfer Price within the following three months (or if the Seller notifies the Board of a mandatory approval/condition required to be satisfied as part of such transfer, within 180 days).
- (b) If:

- (i) the Transfer Notice does not include a Minimum Transfer Condition; or
- (ii) the Transfer Notice does include a Minimum Transfer Condition and allocations have been made in respect of all or the minimum required number of the Sale Shares,

the Board shall, when no further offers are required to be made under Article 15.6 and once the requirements of Article 19 have been fulfilled to the extent required, give written notice of allocation (an **Allocation Notice**) to the Seller and each Applying Shareholder to whom Sale Shares have been allocated (an **Applicant**) specifying the number of Sale Shares allocated to each Applicant and the place and time (being not less than five Business Days nor more than ten Business Days after the date of the Allocation Notice) for completion of the transfer of the Sale Shares.

- (c) Upon service of an Allocation Notice, the Seller must, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in the Allocation Notice.
- (d) If the Seller fails to comply with the provisions of Article 15.7(c):
 - (i) any one of the Directors, or some other person nominated by a resolution of the Board, may as agent for and on behalf of the Seller:
 - (A) complete, execute and deliver in the Seller's name to each Applicant all documents necessary to give effect to the transfer of the relevant Sale Shares to each such Applicants;
 - (B) receive the Transfer Price and give a good discharge for it;
 - (ii) the Company shall:
 - (A) subject to the Instrument of Transfer being duly stamped (or, if applicable, duly certified as exempt from the payment of stamp duty), register such transfer and enter the Applicants in the register of members as the holders of the Sale Shares purchased by them; and
 - (B) pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) or otherwise hold the Transfer Price on trust for the Seller until the Seller has delivered to the Company the certificate or certificates for the relevant Sale Shares (or an indemnity for lost certificate in a form acceptable to the Board).
- (e) If an Allocation Notice does not relate to all of the Sale Shares then, subject to Article 13.3 and Article 15.7(f), the Seller may, subject to Article 17, within three months after service of the Allocation Notice (or such longer time as may be required to obtain mandatory regulatory approvals), transfer the unallocated Sale Shares to any person at a price at least equal to the Transfer Price.
- (f) The right of the Seller to transfer Shares under Article 15.7(a) or Article 15.7(e) does not apply if the Board is of the opinion on reasonable grounds that:
 - (i) the transferee is a Restricted Transferee (unless such transfer is approved by (a) the prior written consent of both Founders (acting reasonably) (unless the Seller is a Founder or any of his Permitted Transferees); and (b) Investor Majority Consent (acting reasonably) (unless the Seller is an Investor or any of his Permitted Transferees));

- (ii) the sale of the Sale Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee; or
- (iii) the Seller has failed or refused to provide promptly information available to such Seller and reasonably requested by the Board for the purpose of enabling it to form the opinion mentioned above.

15.8 Any Sale Shares offered under this Article 15 to an Investor may be accepted in full or part only by a Member of the same Fund Group as that Investor or a Member of the same Group as that Investor in accordance with the terms of this Article 15.

16. VALUATION OF SHARES

16.1 If no Transfer Price can be agreed or determined between the Seller and the Board in accordance with provisions of Articles 13.11, 15.2 or otherwise then, on the date of failing agreement, the Board shall either:

- (a) appoint the Expert Valuer to certify the Fair Value of each Sale Shares; or
- (b) if the Fair Value of Shares of the same class (and, where the Sale Shares are Preferred Shares, having the same Preference Amount per Preferred Share and issue date) as the Sale Shares has been certified by an Expert Valuer within the preceding 12 weeks, specify that the Fair Value per Sale Share will be same as the Fair Value per Share as was so previously certified by the Expert Valuer.

16.2 The Expert Valuer will be either:

- (a) the Auditors; or
- (b) (if otherwise agreed by the Board and the Seller or if the Auditors decline the instruction or are not permitted to act under any professional conduct rules or guidance) an independent firm of Chartered Accountants to be agreed between the Board and the Seller or failing agreement not later than the date ten Business Days after the date of service of the Transfer Notice to be nominated by the then President of the Institute of Chartered Accountants in England and Wales on the application of either party and approved by the Company.

16.3 The Fair Value of each Sale Share shall be determined by the Expert Valuer on the following assumptions and bases:

- (a) valuing the Sale Shares as on an arm's length sale between a willing seller and a willing buyer as at the date on the Transfer Notice was served or was deemed served;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Sale Shares are capable of being transferred without restriction;
- (d) valuing the Sale Shares as a rateable proportion of the total value of all the issued Shares (excluding any Shares held as Treasury Shares) without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent but taking account of the rights attaching to the Sale Shares (including the rights under Articles 4, 5 and 6); and
- (e) reflect any other factors which the Expert Valuer reasonably believes should be taken into account.

- 16.4 If any difficulty arises in applying any of these assumptions or bases then the Expert Valuer shall resolve that difficulty in whatever manner the Expert Valuer shall in its absolute discretion think fit (including disregarding or modifying any such assumptions or bases).
- 16.5 The Expert Valuer shall be requested to determine the Fair Value within 20 Business Days of its appointment and to notify the Company and the Seller of its determination. For the avoidance of doubt, different Fair Values may apply in respect of Sale Shares of different classes and/or, in the case of Preferred Shares, with a different Preference Amount and/or issue dates in respect of accrued Preference Returns.
- 16.6 The Expert Valuer shall act as expert and not as arbitrator and its determination shall be final and binding on the Board and the Seller (in the absence of fraud or manifest error).
- 16.7 The Board shall give the Expert Valuer access to all accounting records or other relevant documents of the Company as the Expert Valuer may reasonable require subject to the Expert Valuer agreeing to such confidentiality provisions as the Board may reasonably impose.
- 16.8 The Expert Valuer shall deliver to the Company and the Seller its certificate stating the Fair Value per Sale Share. Unless the Sale Shares are to be sold under a Transfer Notice, which is deemed to have been served, the Seller may by notice in writing to the Company within five Business Days of the service on such Seller of the copy certificate, withdraw the Transfer Notice and cancel the Company's authority to sell the Sale Shares.
- 16.9 The fees and expenses (and sales taxes, if applicable) of the Expert Valuer charged in connection with the determination of Fair Value, and the delivery of the Expert Valuer's certificate, in respect of any Sale Shares shall be paid by the Company unless:
- (a) the Seller cancels the Company's authority to sell; or
 - (b) the sale price certified by the Expert Valuer is less than the price (if any) offered by the directors to the Seller for the Sale Share before Expert Valuer was instructed,

in which case the Seller shall reimburse and pay to the Company on demand the amount of such fees and expenses (and sales taxes, if applicable) (and the Company shall be entitled to deduct, and retain for its own account, the amount thereof from any Transfer Price in respect of the Sale Shares which is paid to, or held by, the Company as agent for, or on trust for, the Seller).

17. CO-SALE RIGHT

- 17.1 Except in the case of transfers pursuant to any of Articles 14, 18 and 19 or in respect of which Article 20 applies, no transfer (other than a Permitted Transfer) of any of the Shares held by a Seller may be made or validly registered if it is in respect of more than 5 per cent. of the Shares in issue, unless the Seller shall have observed the following procedures of this Article, or unless the Founders and the Investor Majority have determined that this Article 17 shall not apply to such transfer.
- 17.2 After the Seller has gone through the pre-emption process set out in Article 15, the Seller shall give to each Continuing Shareholder who has not taken up their pre-emptive rights under Article 15, other than a holder of MIP Shares with respect to his MIP Shares only (a **Co-Sale Shareholder**) not less than 15 Business Days' notice in advance of the proposed sale (a **Co-Sale Notice**). The Co-Sale Notice shall specify:
- (a) the identity of the proposed purchaser (the **Buyer**);

- (b) subject (if applicable) to the application of Article 6, the price per Share which the Buyer is proposing to pay and the other terms and conditions on which the Co-Sale Shareholders may, if the sale proceeds, sell Shares to the Buyer under Article 17.4;
- (c) the manner in which the consideration is to be paid;
- (d) the number and class of Shares which the Seller proposes to sell; and
- (e) the address where the counter notice should be sent.

For the purposes of this Article 17, it is acknowledged that Shares of different classes will be transferable at different prices, such price per class of Share being a sum equal to that to which they would be entitled if the consideration payable by the Buyer to the Seller were used to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Articles 5 and 6.

- 17.3 Each Co-Sale Shareholder shall be entitled within five Business Days after receipt of the Co-Sale Notice, to notify the Seller that that Co-Sale Shareholder wishes to sell a certain number of Shares held by that Co-Sale Shareholder at the proposed sale price, by sending a counter notice which shall specify the number of Shares which such Co-Sale Shareholder wishes to sell. The maximum number of Shares which a Co-Sale Shareholder can sell under this procedure shall be equal to (rounded down to the nearest whole number of Shares):

$$\left(\frac{X}{Y}\right) \times Z$$

where:

- X is the number of Shares held by the Co-Sale Shareholder;
- Y is the total number of Shares (excluding Treasury Shares); and
- Z is the number of Shares the Seller proposes to sell.

Any Co-Sale Shareholder who does not send a counter notice within such five Business Day period shall be deemed to have specified that they wish to sell no Shares.

- 17.4 Following the expiry of five Business Days from the date the Co-Sale Shareholders receive the Co-Sale Notice, the Seller shall be entitled to sell to the Buyer on the terms notified to the Co-Sale Shareholders a number of Shares not exceeding the number specified in the Co-Sale Notice less any Shares which the Co-Sale Shareholders have indicated they wish to sell, provided that at the same time the Buyer (or another person) purchases (save to the extent a purchase does not occur due to any default of a Co-Sale Shareholder under the terms and conditions of the proposed sale) from the Co-Sale Shareholders the number of Shares they have respectively indicated they wish to sell on the terms and conditions set out in the Co-Sale Notice (which terms and conditions applicable to the Co-Sale Shareholders shall be no less favourable to the Co-Sale Shareholders (including as to price payable per Share (subject, if applicable, to the allocation of Proceeds of Sale in accordance with Article 6)) than the terms and conditions obtained by the Seller from the Buyer).
- 17.5 No sale to the Buyer by the Seller shall be made pursuant to any Co-Sale Notice more than three months after service of that Co-Sale Notice (or such longer time as may be required to obtain mandatory regulatory approvals).
- 17.6 Sales made in accordance with Article 17.4 by Co-Sale Shareholders who serve a counter notice under Article 17.3 shall not be subject to Article 15.

18. COMPULSORY TRANSFERS – GENERAL

- 18.1 A person entitled to a Share in consequence of the bankruptcy of a Shareholder shall be deemed to have given a Transfer Notice in respect of that Share at a time determined by the Board.
- 18.2 If a Share remains registered in the name of a deceased Shareholder for longer than one year after the date of such deceased Shareholder's death the Directors may require the legal personal representatives of that deceased Shareholder either:
- (a) to effect a Permitted Transfer of such Shares (including for this purpose an election to be registered in respect of the Permitted Transfer); or
 - (b) to show to the satisfaction of the Board that a Permitted Transfer will be effected before or promptly upon the completion of the administration of the estate of the deceased Shareholder.

If either requirement in this Article 18.2 shall not be fulfilled to the satisfaction of the Board a Transfer Notice shall be deemed to have been given in respect of each such Share save to the extent that, the Board may otherwise determine.

- 18.3 If a Shareholder which is a company either suffers or resolves for the appointment of a liquidator, administrator or administrative receiver over it or any material part of its assets (other than as part of a bona fide solvent restructuring or reorganisation), the relevant Shareholder (and all its Permitted Transferees) shall be deemed to have given a Transfer Notice in respect of all of the Shares held by the relevant Shareholder and its Permitted Transferees save to the extent that, and at a time, the Board may determine.
- 18.4 If there is a change in control (as control is defined in section 1124 of the CTA 2010) of any Shareholder which is a company (and the acquirer of a Controlling Interest in such company was not a Permitted Transferee of that Shareholder immediately before the acquisition) (unless the acquisition of a Controlling Interest in any Parent Undertaking of a Shareholder is by reason of any dealing in the shares or securities of such Parent Undertaking which are admitted to trading on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or other overseas investment exchange (as defined in section 313 of the Financial Services and Markets Act 2000)), it shall be bound at any time, if and when required in writing by the Company to do so, to give (or procure the giving in the case of a nominee) a Transfer Notice in respect of all the Shares registered in its and their names and their respective nominees' names save that, in the case of the Permitted Transferee, it shall first be permitted to transfer those Shares back to the Original Shareholder from whom it received its Shares or to any other Permitted Transferee before being required to serve a Transfer Notice.

19. MANDATORY OFFER ON A CHANGE OF CONTROL

- 19.1 Except in the case of Permitted Transfers and transfers pursuant to Article 17, after going through the pre-emption procedure in Article 15, the provisions of Article 19.2 will apply if one or more Sellers propose to transfer in one or a series of related transactions: (a) Shares representing more than 50 per cent. of the issued share capital of the Company to a Proposed Purchaser or Proposed Purchasers; or (b) any Shares (excluding on an IPO) which would, if put into effect, result in any Proposed Purchaser and/or that Proposed Purchaser's Concert Parties acquiring a Controlling Interest in the Company (each a **Proposed Transfer**).
- 19.2 A Seller must, before making a Proposed Transfer procure the making by the Proposed Purchaser(s) of an offer (the **Offer**) to the Continuing Shareholders to acquire all of the Shares at a price per Share which is at least equal to the Specified Price (as defined in Article 19.7).

- 19.3 The Offer must be given by written notice (a **Proposed Transfer Notice**) at least ten Business Days (the **Mandatory Offer Period**) before the proposed date of completion of the Proposed Transfer (**Proposed Transfer Date**). The Proposed Transfer Notice must set out, to the extent not described in any accompanying documents, the identity of the Proposed Purchaser(s), the purchase price and other terms and conditions of payment, the Proposed Transfer Date and the number of Shares proposed to be purchased by the Proposed Purchaser(s) (the **Proposed Transfer Shares**).
- 19.4 If any Continuing Shareholder is not given the rights accorded to such Continuing Shareholder by this Article 19, the Sellers will not be entitled to complete the Proposed Transfer and the Company will not register any transfer intended to carry that Proposed Transfer into effect.
- 19.5 If the Offer is accepted by any Shareholder (an **Accepting Shareholder**) within the Mandatory Offer Period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the Shares held by Accepting Shareholders.
- 19.6 The Proposed Transfer is subject to the pre-emption provisions of Article 15 but the purchase of the Accepting Shareholders' Shares shall not be subject to Article 15.
- 19.7 For the purpose of this Article:
- (a) the expression **Specified Price** shall mean in respect of each Share a sum in cash equal to the highest price per Share offered or paid by the Proposed Purchaser(s):
 - (i) in the Proposed Transfer; or
 - (ii) in any related or previous transaction by a Proposed Purchaser or any Concert Party of a Proposed Purchaser before the Proposed Transfer Date,

plus an amount equal to the Relevant Sum (as defined in Article 19.7(b)) of any other consideration (in cash or otherwise) paid or payable by a Proposed Purchaser or any Concert Party of a Proposed Purchaser, which having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for any Shares (the **Supplemental Consideration**) provided that the total consideration paid by the Proposed Purchaser(s) in respect of the Proposed Transfer is distributed to the Seller and the Accepting Shareholders in accordance with the provisions of Articles 5 and 6;
 - (b) **Relevant Sum** = $C \div A$
- where: A = number of Shares being sold in connection with the relevant transfer; and
- C = the Supplemental Consideration.

20. DRAG ALONG

- 20.1 If:
- (a) the holders of at least 50 per cent. of the Shares, including the Founders and, for so long as Raine, together with its Permitted Transferees holds in aggregate the Raine Threshold, Raine;
 - (b) in respect of a Qualifying Sale, the holders of at least 50 per cent. of the Shares, including the Founders; or
 - (c) in respect of a Raine Qualifying Sale, Raine,

(each such Shareholder being a **Selling Shareholder** and together the **Selling Shareholders**) wish(es) to transfer all of their interest in Shares (the **Seller Shares**) to a Proposed Purchaser (the **Drag Sale**), the Selling Shareholder(s) shall have the option (the **Drag Along Option**) to compel each other holder of Shares (each a **Called Shareholder** and together the **Called Shareholders**) to sell and transfer all their Shares to the Proposed Purchaser or as the Proposed Purchaser shall direct (the **Drag Purchaser**) in accordance with the provisions of this Article 20, provided that notwithstanding the foregoing the Founders and their respective Permitted Transferees may only be Called Shareholders with respect to Article 20.1(c) above if (i) the Founders are no longer Employees and (ii) the Founders, together with their Permitted Transferees, no longer hold in aggregate at least 10 per cent. of the Fully Diluted Share Capital at the relevant time.

20.2 The Selling Shareholder(s) may exercise the Drag Along Option by giving a written notice to that effect (a **Drag Along Notice**) to the Company, which the Company shall send to the Called Shareholders, at any time before the transfer of the Seller Shares to the Drag Purchaser. A Drag Along Notice shall specify that:

- (a) the Called Shareholders are required to transfer all their Shares (the **Called Shares**) under this Article;
- (b) the Drag Purchaser;
- (c) the consideration (whether in cash or otherwise) for which the Called Shareholders shall be obliged to sell the Called Shares to the Drag Purchaser (calculated in accordance with this Article 20) (the **Drag Consideration**);
- (d) the proposed completion date of the Drag Sale (the **Drag Completion Date**);
- (e) the form of any sale agreement or form of acceptance or any other document of similar effect that the Called Shareholders are required to sign in connection with the Drag Sale, the terms of which shall be no less favourable to the Called Shareholders than the terms of the sale agreement to be entered into by the Selling Shareholders (the **Sale Agreement**);
- (f) in respect of any Called Securities Holder (as defined below) only, any exercise notice or other documents (including any tax elections) which the Called Securities Holder may be required to sign in connection with the exercise of any options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) Shares (the **Exercise Documents**); and
- (g) that information concerning the Called Shareholder which the Drag Purchaser reasonably requires in connection with the transfer of Called Shares (and may include information concerning: (i) details of any account in the name of the Called Shareholder to which cash consideration may be paid; (ii) the tax treatment of payments to be made to, or tax status of, the Called Shareholder; (iii) the status of the Called Shareholder for the purposes of ascertaining the applicability of relevant securities laws; and (iv) verification of the identity, ownership and control of the Called Shareholder and other information as may be required for anti-money laundering or other compliance purposes) (the **Sale Information**),

(and, in the case of paragraphs (b) to (d) above, whether actually specified or to be determined in accordance with a mechanism described in the Drag Along Notice). No Drag Along Notice or Sale Agreement may require a Called Shareholder to agree to any terms except those specifically provided for in this Article 20.

20.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Seller Shares by the Selling Shareholder(s) to the Drag Purchaser within 60 Business Days after the date of service of the Drag Along Notice or such longer time period as is specified in the Drag Along Notice

and required to obtain regulatory approval of the Drag Sale. The Selling Shareholder(s) shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.

- 20.4 The Drag Consideration shall be that to which the Called Shareholders would be entitled if the total consideration proposed to be paid, allotted or transferred by the Drag Purchaser were distributed to the holders of the Called Shares and the Seller Shares in accordance with the provisions of Articles 5 and 6.
- 20.5 A Drag Along Notice may be served on any person(s) (each a **Called Securities Holder**) holding Relevant Securities, if and to the extent exercisable (or which would become exercisable) in connection with the Drag Sale and, if so served such Called Securities Holder shall, upon their acquisition of Shares, thereupon become a Called Shareholder subject mutatis mutandis to the provisions of this Article 20 (notwithstanding that they may not have been a Called Shareholder at the date of the Drag Along Notice).
- 20.6 The liabilities and obligations of a Called Shareholder under the terms of any Sale Agreement shall be limited to those matters as concern the Called Shareholder in their capacity as a holder of Called Shares, the transfer of Called Shares pursuant to the Drag Sale and the payment of the consideration. Accordingly, the terms of the Sale Agreement may, inter alia, provide that:
- (a) a Called Shareholder warrants and undertakes to transfer their Called Shares to the Drag Purchaser (or, if so directed by the Drag Purchaser, a nominee of such Drag Purchaser) on the Drag Completion Date with full title guarantee free from all Encumbrances and that the Called Shareholder has power, capacity and authority to enter into the Sale Agreement and so transfer such Called Shares. A Called Shareholder shall not, however, be obliged to agree to give:
 - (i) any representation, warranty or undertaking concerning, or any indemnity in respect of any liability of, the business and affairs of the Company; or
 - (ii) any restrictive covenant including, without limitation, any covenant not to compete or covenant not to solicit customers, employees or suppliers of the Company;
 - (b) consideration paid (and/or payable) be subject to obligation(s) and arrangements (whether by means of escrow, holdback, reduction of consideration, contribution to the costs of any relevant insurance or contribution to transaction costs and expenses (including costs and expenses of any sellers' representative and/or Shareholders' Representative (as defined below)) (the **Contribution Obligations**) with respect to:
 - (i) liabilities of (and tax withholdings and deductions (including, if applicable, amounts to be withheld in respect of employee income tax and social security contributions) arising in respect of consideration payable to) the Called Shareholder (the **Several Liabilities**); and
 - (ii) any:
 - (A) price adjustment mechanisms (including any earn-out, locked box or completion accounts adjustment); and/or
 - (B) liabilities (actual or potential, including any settlement) in respect of any representations, warranties, undertakings and/or indemnities given by any person(s),

in connection with the Drag Sale (any or all of the foregoing being the **Common Liabilities**), provided that the Sale Agreement provides for the following principles (howsoever expressed or effected):

- I. the Contribution Obligations of a Called Shareholder with respect to Common Liabilities shall be satisfied only by way of reduction to the amount of any unpaid consideration (and not, for the avoidance of doubt, any repayment of consideration previously paid out). For the purpose of this provision, consideration held in escrow (or subject to any security interest of the Drag Purchaser or its nominee) shall not be treated as having been paid to the Called Shareholder even if the Called Shareholder is beneficially interested in such consideration; and
- II. Contribution Obligations of a Called Shareholder in respect of Common Liabilities shall be on terms consistent with Article 6 and no more onerous than the terms of the Contribution Obligations of other Selling Shareholder(s) in respect of Common Liabilities; and
- III. the liability of a Called Shareholder shall not exceed the amount of Drag Consideration received by such Called Shareholder in connection with the Drag Sale, except with respect to claims related to fraud by such Called Shareholder, the liability for which need not be limited as to such Called Shareholder.

- 20.7 The Sale Agreement may include such provisions as may be necessary or desirable to accommodate the inclusion of Called Securities Holders (if any) in the Drag Sale (and may include provisions with respect to (a) the exercise of options or other rights to subscribe, convert into or otherwise acquire (including but not limited to warrants) Shares (including the delivery of Exercise Documents), (b) the satisfaction by the Called Securities Holder of their Several Liabilities in respect of the payment of any exercise price and any employee income tax and social security contributions arising in connection with their acquisition and/or sale of Shares and (c) the making of tax elections by the Called Securities Holder).
- 20.8 In respect of a Drag Sale and with respect to any Drag Document, a Called Shareholder shall only be obliged to undertake to transfer the Called Shares held by such Called Shareholder with full title guarantee (and provide an indemnity for any lost certificate in a form acceptable to the Board if so necessary) in receipt of the Drag Consideration when due and shall not be obliged to give warranties or indemnities except a warranty as to title to the Called Shares and capacity and authority to enter into the relevant Drag Documents and the full title guarantee of the Called Shares held by such Called Shareholder.
- 20.9 Within three Business Days of the Company sending the Drag Along Notice to the Called Shareholders (or such later date as may be specified in the Drag Along Notice) and in any event at least two Business Days before the Drag Completion Date (the **Drag Document Deadline**), each Called Shareholder shall deliver:
- (a) duly executed stock transfer form(s) for its Called Shares in favour of the Drag Purchaser;
 - (b) the relevant share certificate(s) (or a duly executed indemnity for lost certificate in a form acceptable to the Board) for its Called Shares to the Company;
 - (c) duly executed Sale Agreement in the form specified in the Drag Along Notice;
 - (d) in the case of a Called Securities Holder, duly executed Exercise Documents required to be provided by them; and
 - (e) the Sale Information, in the form specified in the Drag Along Notice or as otherwise specified by the Company,

(together the **Drag Documents**).

- 20.10 Within one Business Day of the Drag Completion Date, the Company shall pay or transfer to each Called Shareholder, on behalf of the Drag Purchaser, the Drag Consideration that is due to the extent the Drag Purchaser has paid, allotted or transferred such Drag Consideration to the Company on or before the Drag Completion Date. The Company's receipt of the Drag Consideration shall be a good discharge to the Drag Purchaser. Following the Company's receipt of the Drag Consideration, but pending its payment or transfer to the Called Shareholder, the Company shall hold the Drag Consideration on trust for each of the Called Shareholders without any obligation to pay interest. The Company shall be entitled to be paid from such consideration any amount otherwise due and payable by the Called Shareholder to the Company (including any payments due in connection with the exercise of any option to acquire Shares). The payment of the remaining balance of such consideration due to the relevant Called Shareholder may, in the sole discretion of the Board, be withheld pending the delivery of any Drag Document(s) and the ratification by the Called Shareholder of the transfer of their Called Shares and/or any act undertaken on behalf of (or deemed to be undertaken by) such Called Shareholder in accordance with this Article 20.10.
- 20.11 To the extent that the Drag Purchaser has not, on the Drag Completion Date, paid, allotted or transferred the Drag Consideration that is due to the Company, the Called Shareholders shall be entitled to the immediate return of the Drag Documents for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 20 in respect of their Called Shares (subject to receipt of a further Drag Along Notice).
- 20.12 If a Called Shareholder fails to deliver the Drag Documents for its Called Shares to the Company by the Drag Document Deadline (a **Defaulting Called Shareholder**), the Company and each Director shall be constituted the agent of such Defaulting Called Shareholder with power and authority to take such actions and execute, enter into and give effect to any Drag Document or such other agreements or documents for and on behalf of and in the name of such Defaulting Called Shareholder as are necessary or desirable to effect the transfer of the Defaulting Called Shareholder's Called Shares pursuant to this Article 20 and the Board shall, if requested by the Drag Purchaser, authorise any Director to effect the transfer of the Defaulting Called Shareholder's Called Shares on the Defaulting Called Shareholder's behalf to the Drag Purchaser to the extent the Drag Purchaser has, by the Drag Completion Date, paid, allotted or transferred the Drag Consideration to the Company for that Defaulting Called Shareholder's Called Shares offered to the Drag Purchaser. The Board shall then authorise registration of the transfer once appropriate stamp duty (if any is required) has been paid and the Instrument of Transfer has been duly stamped (if applicable). The Defaulting Called Shareholder shall surrender share certificate(s) for the Called Shares held by such Defaulting Called Shareholder (or suitable executed indemnity) to the Company. On surrender, the Defaulting Called Shareholder shall be entitled to the Drag Consideration due to such Defaulting Called Shareholder.
- 20.13 Any transfer of Called Shares to a Drag Purchaser pursuant to a Drag Sale shall not be subject to the provisions of Article 15.
- 20.14 On any person, following the issue of a Drag Along Notice, becoming a Shareholder pursuant to the exercise of a pre-existing option or warrant to acquire Shares or pursuant to the conversion of any convertible security of the Company (a **New Shareholder**), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice who shall then be bound to sell and transfer all Shares (save to the extent the relevant Shares were sold as party of the Drag Sale on the Drag Completion Date by the New Shareholder, whether as a Called Securities Holder or otherwise) so acquired and/or issued to that New Shareholder to the Drag Purchaser and the provisions of this Article 20 shall apply with the necessary changes to the New Shareholder except that completion of the sale of the New Shareholder's Shares shall take place on the later of (a) immediately on the Drag Along Notice being deemed served on the New Shareholder; or (b) the Drag Completion Date.

- 20.15 Whether or not a transfer of Called Shares is validly made in accordance with this Article 20 (including any determination as to whether a Sale Agreement satisfies the requirements of Articles 20.6 and 20.7 (including any determination as to what constitutes a Contribution Obligation and/or the Common Liabilities and/or whether the principles set out in Article 20.6(b) are satisfied)) shall be determined by the Board with Investor Majority Consent and, save in the event of fraud, such determination shall be final and binding on all persons.
- 20.16 In the event that the Selling Shareholder(s), in connection with the Drag Sale, appoint a third party independent shareholder representative (a **Shareholder Representative**) with respect to the establishment and management of any escrow or holdback fund in connection with any indemnification or breach of warranty under the Sale Agreement (the **Escrow**), each Called Shareholder shall be deemed to consent to: (a) the appointment of such Shareholder Representative; (b) the establishment of the Escrow; and (c) the payment of such Called Shareholder's applicable portion (from the Escrow) of any reasonable and properly incurred fees and expenses of such Shareholder Representative, in each case in connection with such Shareholder Representative's services and duties in connection with the establishment and management of such Escrow.

21. GENERAL MEETINGS

- 21.1 If the Directors are required by the Shareholders under section 303 of the Act to call a general meeting, the Directors shall convene the general meeting for a date not later than 28 days after the date on which the Directors became subject to the requirement under section 303 of the Act.
- 21.2 The provisions of section 318 of the Act shall apply to the Company, save that at least one Qualifying Person must be a Founder and if a quorum is not present at any general meeting adjourned for the reason referred to in article 41 of the Model Articles, then, provided that the Qualifying Person present is a Founder and holds or represents the holders of at least 50 per cent. in nominal value of the Shares (excluding Treasury Shares), any resolution agreed to by such Qualifying Person shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 21.3 If any two or more Shareholders (or Qualifying Persons representing two or more Shareholders) attend the general meeting in different locations, the general meeting shall be treated as being held at the location specified in the notice of the general meeting, save that if no one is present at that location so specified, the general meeting shall be deemed to take place where the largest number of Qualifying Persons is assembled or, if no such group can be identified, at the location of the chairperson of the general meeting (the **Chairperson**), who must be a Founder.
- 21.4 If a demand for a poll is withdrawn under article 44(3) of the Model Articles, the demand shall not be taken to have invalidated the result of a show of hands declared before the demand was made and the general meeting shall continue as if the demand had not been made.
- 21.5 Polls must be taken in such manner as the Chairperson directs. A poll demanded on the election of a Chairperson or on a question of adjournment must be held immediately. A poll demanded on any other question must be held either immediately or at such time and place as the Chairperson directs not being more than 14 days after the poll is demanded. The demand for a poll shall not prevent the continuance of a general meeting for the transaction of any business other than the question on which the poll was demanded.
- 21.6 No notice need be given of a poll not held immediately if the time and place at which it is to be taken are announced at the general meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.
- 21.7 If the poll is to be held more than 48 hours after it was demanded the Shareholders shall be entitled to deliver proxy notices (as defined in article 45 of the Model Articles) in respect of the poll at any time

up to 24 hours before the time appointed for taking that poll. In calculating that period, no account shall be taken of any part of a day that is not a Business Day.

22. PROXIES

22.1 Article 45(1)(c) of the Model Articles shall be deleted and replaced by the words: "is signed by or on behalf of the shareholder appointing the proxy and accompanied by the authority under which it is signed (or a certified copy of such authority or a copy of such authority in some other way approved by the directors)".

22.2 The instrument appointing a proxy and any authority under which it is signed or a certified copy of such authority or a copy in some other way approved by the Directors may:

- (a) be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form, to the registered office of the Company or to such other address (including electronic address) as may be specified for this purpose in the notice convening the general meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the general meeting at any time before the time for holding the general meeting or adjourned general meeting at which the person named in the instrument proposes to vote;
- (b) be delivered at the general meeting or adjourned general meeting at which the person named in the instrument proposes to vote to the Chairperson or to any Director; or
- (c) in the case of a poll, be delivered at the general meeting at which the poll was demanded to the Chair or to any Director, or at the time and place at which the poll is held to the Chairperson or to the company secretary or to any Director or scrutineer,

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

23. DIRECTORS' BORROWING POWERS

The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability of obligation of the Company or of any third party and to give any guarantees or indemnities.

24. ALTERNATE DIRECTORS

24.1 Notwithstanding any provision of these Articles to the contrary, any person appointed as a Director (the **Appointor**) may appoint any Director or any other person as the Appointor thinks fit to be the Appointor's alternate Director (an **Alternate Director**) 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 Director's Appointor.

The appointment of an Alternate Director shall not require approval by a resolution of the Directors.

24.2 Any appointment or removal of an Alternate Director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

24.3 The notice must:

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

24.4 An Alternate Director may act as an Alternate Director 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 Director's Appointor.

24.5 Except as these Articles specify otherwise, Alternate Directors:

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

and, in particular (without limitation), each Alternate Director shall be entitled to receive notice of all Board Meetings.

24.6 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 present (but only if that person's Appointor is not participating); and
- (b) may sign a Directors' written resolution (but only if the relevant Appointor is an Eligible Director in relation to that decision, but does not participate).

No Alternate Director may be counted as more than one Director for such purposes (unless appointed as an Alternate Director by more than one Director).

24.7 A Director who is also an Alternate Director is entitled, in the absence of the relevant Appointor, to a separate vote on behalf of each Appointor, in addition to such Director's own vote on any decision of the Directors (provided that the relevant Appointor is an Eligible Director in relation to that decision).

24.8 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 Director's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

24.9 An Alternate Director's appointment as an alternate 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 Director'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.

25. NUMBER OF DIRECTORS

- 25.1 Unless and until the Company shall otherwise determine by ordinary resolution, the number of Directors shall be not less than two and shall not be more than seven.

26. APPOINTMENT OF DIRECTORS

- 26.1 In addition to the powers of appointment under article 17(1) of the Model Articles:

- (a) for so long as Raine, together with its Permitted Transferees, holds in aggregate the Raine Threshold, Raine shall have the right to:
 - (i) nominate one natural person as a Director (and as a member of each and any committee of the board of Directors) by notice in writing addressed to the Company from time to time and the Shareholders shall not vote their Shares so as to remove that Director from office; and
 - (ii) to remove any Director nominated for appointment by Raine at any time by notice in writing to the Company served at its registered office and, upon the Director's removal whether by Raine or otherwise, to nominate another Director in their place;
- (b) for so long as the Founders and their respective Permitted Transferees hold in aggregate not less than 15 per cent. of the of the Fully Diluted Share Capital:
 - (i) each Founder shall have the right to be appointed to act as a Director (and as a member of each and any committee of the board of Directors) by notice in writing addressed to the Company from time to time and the Shareholders shall not vote their Shares so as to remove such Founder from office; and
 - (ii) the Founders, acting jointly, shall have the right to nominate two independent natural persons (having consulted with the Investors with respect of the identity of such persons) to act as non-executive Directors by notice in writing addressed to the Company from time to time and remove any such Director in the same manner and, upon the removal of either of such Directors, to nominate another Director in their place; and
- (c) the Investor Majority shall have the right to nominate one independent natural person (having consulted with the Founders with respect of the identity of such person) to act as a non-executive Director by notice in writing addressed to the Company from time to time and remove any such Director in the same manner and, upon such Director's removal, to nominate another Director in their place.

- 26.2 An appointment or removal of a Director under Article 26.1 will take effect at and from the time when the notice is received at the registered office of the Company or produced to a Board Meeting.

27. REMOVAL OF DIRECTORS

In addition to that provided in article 18 of the Model Articles, the office of a Director shall also be vacated if:

- (a) the Director is convicted of a criminal offence (other than a minor motoring offence which is not punishable by a custodial sentence) and the Directors resolve that such Director's office be vacated;
- (b) in the case of a Director other than the Raine Director and a Founder Director:

- (i) a resolution removing them from office is passed by the Board; or
- (ii) an ordinary resolution removing them from office is passed by the members of the Company; or
- (c) in the case of the Raine Director, if Raine either:
 - (i) serves notice on them in writing removing them from office; or
 - (ii) effects such steps for the removal of such Raine Director from office as may be provided for in these Articles or otherwise agreed between the person then having the right to nominate such Director and the Company.

28. PROCEEDINGS OF DIRECTORS

- 28.1 The quorum for Board Meetings shall be two Directors who must include the Raine Director (unless, in respect of any specified Board Meeting, the Raine Director expressly confirms in writing that their attendance is not required for such Board Meeting to be quorate) (save that where a Relevant Interest of the Raine Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, the Raine Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the Board Meeting) and at least one Founder Director (save that where a Relevant Interest of a Founder Director is being authorised by other Directors in accordance with section 175(5)(a) of the Act, such Founder Director and any other interested Director shall not be included in the quorum required for the purpose of such authorisation but shall otherwise be included for the purpose of forming the quorum at the Board Meeting). If such a quorum is not present within half an hour from the time appointed for the Board Meeting, or if during a Board Meeting such quorum ceases to be present, the Board Meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as determined by the Directors present at such Board Meeting, provided at least three Business Days' notice of such adjourned Board Meeting is given (unless waived by a Raine Director and a Founder Director in writing). If a quorum is not present at any such adjourned Board Meeting within half an hour from the time appointed, then the Board Meeting shall proceed.
- 28.2 In the event that a Board Meeting is attended by a Director who is acting as an Alternate Director for one or more other Directors, the Director or Directors for whom such Director is the Alternate Director shall be counted in the quorum despite their absence, and if on that basis there is a quorum the Board Meeting may be held despite the fact (if it is the case) that only one Director is physically present.
- 28.3 If all the Directors participating in a Board Meeting are not physically in the same place, the Board Meeting shall be deemed to take place where the largest group of participators in number is assembled. In the absence of a majority the location of the chairperson of the Board Meeting (the **Chair**) shall be deemed to be the place of the Board Meeting.
- 28.4 The Board may appoint either Founder Director as the Chair. If neither Founder Director is an Eligible Director for the purposes of a Board Meeting, the Eligible Directors present at such Board Meeting shall appoint another Eligible Director present at that Board Meeting as Chair for that Board Meeting and the appointment of the Chair must be the first business of that Board Meeting.
- 28.5 Notice of a Board Meeting need not be given to Directors who waive their entitlement to notice of that Board Meeting, by giving notice to that effect to the Company at any time before the date on which the Board Meeting is held.
- 28.6 Provided (if these Articles so require) that a Director has declared to the other Directors, in accordance with the provisions of these Articles, the nature and extent of such Director's interest (and subject to

any restrictions on voting or counting in a quorum imposed by the Directors in authorising a Relevant Interest), such Director may vote at a Board Meeting on any resolution concerning a matter in which that Director has an interest, whether a direct or an indirect interest, or in relation to which that Director has a duty and shall also be counted in reckoning whether a quorum is present at such a Board Meeting.

- 28.7 Questions arising at any Board Meeting shall be decided by a majority of votes. In the case of any equality of votes, the Chair shall not have a second or casting vote.
- 28.8 A decision of the Directors may take the form of a resolution in writing, where each Eligible Director has signed one or more copies of it, or to which each Eligible Director has otherwise indicated agreement in writing (including confirmation given by electronic means). Reference in article 7(1) of the Model Articles to article 8 of the Model Articles shall be deemed to include a reference to this Article also.

29. DIRECTORS' INTERESTS

29.1 Specific interests of a Director

Subject to the provisions of the Act and provided (if these Articles so require) that a Director has declared to the other Directors in accordance with the provisions of these Articles, the nature and extent of such Director's interest, a Director may (save as to the extent not permitted by law from time to time), notwithstanding such Director's office, have an interest of the following kind:

- (a) where a Director (or a person connected with that Director) is party to or in any way directly or indirectly interested in, or has any duty in respect of, any existing or proposed contract, arrangement or transaction with the Company or any other undertaking in which the Company is in any way interested;
- (b) where a Director (or a person connected with that Director) is a director, employee or other officer of, or a party to any contract, arrangement or transaction with, or in any way interested in, any body corporate promoted by the Company or in which the Company is in any way interested;
- (c) where a Director (or a person connected with that Director) is a Shareholder or a shareholder in, employee, director, member or other officer of, or consultant to, a Parent Undertaking of, or a Subsidiary Undertaking of a Parent Undertaking of, the Company;
- (d) where a Director (or a person connected with that Director) holds and is remunerated in respect of any office or place of profit (other than the office of auditor) in respect of the Company or body corporate in which the Company is in any way interested;
- (e) where a Director is given a guarantee, or is to be given a guarantee, in respect of an obligation incurred by or on behalf of the Company or any body corporate in which the Company is in any way interested;
- (f) where a Director is a director of any company which is acting as the trustee of any Employee Trust established by the Company;
- (g) where a Director (or a person connected with that Director or of which that Director is a member or employee) acts (or any body corporate promoted by the Company or in which the Company is in any way interested of which he is a director, employee or other officer may act) in a professional capacity for the Company or any body corporate promoted by the Company or in which the Company is in any way interested (other than as auditor) whether or not that Director or the Company is remunerated for this;

- (h) an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest; or
- (i) any other interest authorised by ordinary resolution.

29.2 Interests of a Raine Director

In addition to the provisions of Article 29.1, subject to the provisions of the Act and provided (if these Articles so require) that a Director has declared to the Directors in accordance with the provisions of these Articles, the nature and extent of such Director's interest, where a Director is the Raine Director, such Director may (save as to the extent not permitted by law from time to time), notwithstanding his office, have an interest arising from any duty such Director may owe to, or interest such Director may have as an employee, director, trustee, member, partner, officer or representative of, or a consultant to, or direct or indirect investor (including by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- (a) an Investor;
- (b) a Fund Manager which advises or manages an Investor;
- (c) any of the funds advised or managed by a Fund Manager who advises or manages an Investor from time to time; or
- (d) another body corporate or firm in which a Fund Manager who advises or manages an Investor or any fund advised or managed by such Fund Manager has directly or indirectly invested, including any portfolio companies.

29.3 Interests of which a Director is not aware

For the purposes of this Article 29, an interest of which a Director is not aware and of which it is unreasonable to expect that Director to be aware shall not be treated as an interest of that Director.

29.4 Accountability of any benefit and validity of a contract

In any situation permitted by this Article 29 (save as otherwise agreed by such Director) a Director shall not by reason of such Director's office be accountable to the Company for any benefit which such Director derives from that situation and no such contract, arrangement or transaction shall be avoided on the grounds of any such interest or benefit.

29.5 Terms and conditions of Board authorisation

Subject to Article 29.6, any authority given in accordance with section 175(5)(a) of the Act in respect of a Director (**Interested Director**) who has proposed that the Directors authorise such Director's interest (**Relevant Interest**) pursuant to that section may, for the avoidance of doubt:

- (a) be given on such terms and subject to such conditions or limitations as may be imposed by the authorising Directors as they see fit from time to time, including:
 - (i) restricting the Interested Director from voting on any resolution put to a Board Meeting in relation to the Relevant Interest;
 - (ii) restricting the Interested Director from being counted in the quorum at a Board Meeting where such Relevant Interest is to be discussed;

- (iii) restricting the Interested Director from receiving and/or reviewing any advice, report, accounts, information or document prepared by, or for, the Directors, to the extent it relates to the Relevant Interest; and/or
- (iv) restricting the application of the provisions in Articles 29.7 and 29.8, so far as is permitted by law, in respect of such Interested Director;
- (b) be withdrawn, or varied at any time by the Directors entitled to authorise the Relevant Interest as they see fit from time to time; and

subject to Article 29.6, an Interested Director must act in accordance with any such terms, conditions or limitations imposed by the authorising Directors pursuant to section 175(5)(a) of the Act and this Article 29.

29.6 Terms and conditions of Board authorisation for the Raine Director

Notwithstanding the other provisions of this Article 29, it shall not (save with the consent in writing of the Raine Director) be made a condition of any authorisation of a matter in relation to the Raine Director in accordance with section 175(5)(a) of the Act, that the Raine Director shall be required to disclose, use or apply confidential information as contemplated in Article 29.7(b).

29.7 Director's duty of confidentiality to a person other than the Company

- (a) Subject to Article 29.7(b) (and without prejudice to any equitable principle or rule of law which may excuse or release the Director from disclosing information, in circumstances where disclosure may otherwise be required under this Article 29), if a Director, otherwise than by virtue of such Director's position as a Director, receives information in respect of which such Director owes a duty of confidentiality to a person other than the Company, such Director shall not be required:
 - (i) to disclose such information to the Company or to any Director, to any officer of the Company or to any Employee; or
 - (ii) otherwise to use or apply such confidential information for the purpose of or in connection with the performance of such Director's duties as a Director.
- (b) Where such duty of confidentiality arises out of a situation in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, Article 29.7(a) shall apply only if the conflict arises out of a matter which falls within Article 29.1 or Article 29.2 or has been authorised under section 175(5)(a) of the Act.

29.8 Additional steps to be taken by a Director to manage a conflict of interest

Where a Director has an interest which can reasonably be regarded as likely to give rise to a conflict of interest, the Director shall take such additional steps as may be necessary or desirable for the purpose of managing such conflict of interest, including compliance with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally and/or any specific procedures approved by the Directors for the purpose of or in connection with the situation or matter in question, including:

- (a) absenting themselves from any discussions, whether in meetings of the Directors or otherwise, at which the relevant situation or matter falls to be considered; and
- (b) excluding themselves from documents or information made available to the Directors generally in relation to such situation or matter and/or arranging for such documents or

information to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for such Director to have access to such documents or information.

29.9 Requirement of a Director to declare an interest

Subject to section 182 of the Act, a Director shall declare the nature and extent of any interest permitted by Article 29.1 or Article 29.2 at a Board Meeting, or by general notice in accordance with section 184 (notice in writing) or section 185 (general notice) of the Act or in such other manner as the Directors may determine, except that no declaration of interest shall be required by a Director in relation to an interest:

- (a) falling under Article 29.1(h);
- (b) if, or to the extent that, the other Directors are already aware of such interest (and for this purpose the other Directors are treated as aware of anything of which they ought reasonably to be aware); or
- (c) if, or to the extent that, it concerns the terms of such Director's service contract (as defined by section 227 of the Act) that have been or are to be considered by a Board Meeting.

29.10 Shareholder approval

Subject to section 239 of the Act, the Company may by ordinary resolution ratify any contract, transaction or arrangement, or other proposal, not properly authorised by reason of a contravention of any provisions of this Article 29.

29.11 General

For the purposes of this Article 29:

- (a) a conflict of interest includes a conflict of interest and duty and a conflict of duties;
- (b) the provisions of section 252 of the Act shall determine whether a person is connected with a Director;
- (c) a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified.

30. NOTICES

30.1 Manner of giving notices

Subject to the requirements set out in the Act, any notice given or document sent or supplied to or by any person under these Articles, or otherwise sent by the Company under the Act, may be given, sent or supplied:

- (a) in hard copy form; or
- (b) in electronic form;

or partly by one of these means and partly by another of these means. Notices shall be given and documents supplied in accordance with the procedures set out in the Act, except to the extent that a contrary provision is set out in this Article 30.

30.2 Notices in hard copy form

- (a) Any notice or other document in hard copy form given or supplied under these Articles may be delivered or sent by prepaid first class post (reputable international overnight courier if overseas):
 - (i) to the Company or any other company at its registered office; or
 - (ii) to the address notified to or by the Company for that purpose; or
 - (iii) in the case of an intended recipient who is a member or such member's legal personal representative or trustee in bankruptcy, to such member's address as shown in the Company's register of members; or
 - (iv) in the case of an intended recipient who is a Director or Alternate Director, to such Director's address as shown in the register of Directors; or
 - (v) to any other address to which any provision of the Companies Acts (as defined in the Act) authorises the document or information to be sent or supplied; or
 - (vi) where the Company is the sender, if the Company is unable to obtain an address falling within one of the addresses referred to in (i) to (v) above, to the intended recipient's last address known to the Company.
- (b) Any notice or other document in hard copy form given or supplied under these Articles shall be deemed to have been served and be effective:
 - (i) if properly addressed and delivered by hand, at the time of delivery at such address;
 - (ii) if properly addressed and posted, on receipt at such address or 48 hours after the time it was posted, whichever occurs first.

30.3 Notices in electronic form

- (a) Subject to the provisions of the Act, any notice or other document in electronic form given or supplied under these Articles may:
 - (i) if sent by email (provided that an address for email has been notified to or by the Company for that purpose), be sent by email to that address;
 - (ii) if delivered or sent by first class post (reputable international overnight courier if overseas) in an electronic form (such as sending a disk by post), be so delivered or sent as if in hard copy form under Article 30.2(a); or
 - (iii) be sent by such other electronic means (as defined in section 1168 of the Act) and to such address(es) as the Company may specify by notice (in hard copy or electronic form) to all members of the Company from time to time.
- (b) Any notice or other document in electronic form given or supplied under these Articles shall be deemed to have been served and be effective:
 - (i) if sent by email (where an address for email has been notified to or by the Company for that purpose), on receipt or two hours after the time it was sent, whichever occurs first;
 - (ii) if posted in an electronic form, on receipt or 48 hours after the time it was posted, whichever occurs first;

- (iii) if delivered in an electronic form, at the time of delivery; and
 - (iv) if sent by any other electronic means as referred to in Article 30.3(a)(iii), at the time such delivery is deemed to occur under the Act.
- (c) Where the Company is able to show that any notice or other document given or sent under these Articles by electronic means was properly addressed with the electronic address supplied by the intended recipient, the giving or sending of that notice or other document shall be effective notwithstanding any receipt by the Company at any time of notice either that such method of communication has failed or of the intended recipient's non-receipt.

30.4 General

- (a) In the case of joint holders of a Share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding (the **Primary Holder**). Notice so given shall constitute notice to all the joint holders.
- (b) Anything agreed or specified by the Primary Holder in relation to the service, sending or supply of notices, documents or other information shall be treated as the agreement or specification of all the joint holders in their capacity as such (whether for the purposes of the Act or otherwise).

31. INDEMNITIES AND INSURANCE

31.1 Subject to the provisions of and so far as may be permitted by, the Act:

- (a) every Director or other officer of the Company (excluding the Auditors) shall be entitled to be indemnified by the Company (and the Company shall also be able to indemnify directors of any associated company (as defined in section 256 of the Act)) out of the Company's assets against all liabilities incurred by such Director in the actual or purported execution or discharge of such Director's duties or the exercise or purported exercise of such Director's powers or otherwise in relation to or in connection with such Director's duties, powers or office, provided that no current or former Director or current or former director of any associated company is indemnified by the Company against:
 - (i) any liability incurred by the director to the Company or any associated company; or
 - (ii) any liability incurred by the director to pay a fine imposed in criminal proceedings or a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirements of a regulatory nature; or
 - (iii) any liability incurred by the director:
 - (A) in defending any criminal proceedings in which the director is convicted;
 - (B) in defending civil proceedings brought by the Company or any associated company in which final judgment (within the meaning set out in section 234 of the Act) is given against the director; or
 - (C) in connection with any application under sections 661(3) or 661(4) or 1157 of the Act (as the case may be) for which the court refuses to grant relief to the director,

save that, in respect of a provision indemnifying a director of a company (whether or not the Company) that is a trustee of an occupational pension scheme (as that term is used in section 235 of the Act) against liability incurred in connection with that

company's activities as trustee of the scheme, the Company shall also be able to indemnify any such director without the restrictions in Articles 31.1(a)(i), 31.1(a)(iii)(B) and 31.1(a)(iii)(C) applying;

- (b) the Directors may exercise all the powers of the Company to purchase and maintain insurance for any such current or former Director or other officer against any liability which by virtue of any rule of law would otherwise attach to such current or former Director or other officer in respect of any negligence, default, breach of duty or breach of trust of which such current or former Director or other officer may be guilty in relation to the Company, or any associated company including (if such person is a director of a company which is a trustee of an occupational pension scheme) in connection with that company's activities as trustee of an occupational pension scheme.

- 31.2 The Company shall (at the cost of the Company) effect and maintain for each current or former Director or current or former director of any associated company policies of insurance insuring each such director against risks in relation to such director's office as each director may reasonably specify including, any liability which by virtue of any rule of law may attach to such director in respect of any negligence, default of duty or breach of trust of which such director may be guilty in relation to the Company.

32. SECRETARY

Subject to the provisions of the Act, the Board may appoint a secretary for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

33. LIEN

- 33.1 The Company shall have a first and paramount lien (the **Company's Lien**) over every Share (whether or not a fully paid share) for all and any indebtedness of any holder of it to the Company (whether a sole holder or one of two or more joint holders), whether or not that indebtedness or liability is in respect of the Shares concerned and whether or not it is presently payable.

- 33.2 The Company's Lien over a Share:

- (a) shall take priority over any third party's interest in that Share; and
- (b) extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

The Directors may at any time decide that a Share which is, or would otherwise be, subject to the Company's Lien shall not be subject to it, either wholly or in part.

- 33.3 Subject to the provisions of this Article 33, if:

- (a) a notice complying with Article 33.4 (a **Lien Enforcement Notice**) has been given by the Company in respect of a Share; and
- (b) the person to whom the notice was given has failed to comply with it,

the Company shall be entitled to sell that Share in such manner as the Directors decide.

- 33.4 A Lien Enforcement Notice:

- (a) may only be given by the Company in respect of a Share which is subject to the Company's Lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
- (b) must specify the Share concerned;
- (c) must require payment of the sum payable within 14 days of the notice;
- (d) must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
- (e) must state the Company's intention to sell the Share if the notice is not complied with.

33.5 Where any Share is sold pursuant to this Article 33:

- (a) the Directors may authorise any person to execute an instrument of transfer of the Share to the purchaser or a person nominated by the purchaser; and
- (b) the transferee shall not be bound to see to the application of the consideration, and the transferee's title shall not be affected by any irregularity in or invalidity of the process leading to the sale.

33.6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice;
- (b) secondly, to the person entitled to the Share at the date of the sale, but only after the certificate for the Share sold has been surrendered to the Company for cancellation or an indemnity for lost certificate in a form acceptable to the Board has been given for any lost certificate, and subject to a lien equivalent to the Company's Lien for any money payable (whether or not it is presently payable) as existing upon the Share before the sale in respect of all Shares registered in the name of that person (whether as the sole registered holder or as one of several joint holders) after the date of the Lien Enforcement Notice.

33.7 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
- (b) subject to compliance with any other formalities of transfer required by these Articles or by law, shall constitute a good title to the Share.

34. CALL NOTICES

34.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may send a notice (a **Call Notice**) to a Shareholder who has not fully paid for that Shareholder's Share(s) requiring the Shareholder to pay the Company a specified sum of money (a **call**) which is payable to the Company by that Shareholder when the Directors decide to send the Call Notice.

34.2 A Call Notice:

- (a) may not require a Shareholder to pay a call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any sum payable to the Company by way of premium);
 - (b) shall state when and how any call to which it relates is to be paid; and
 - (c) may permit or require the call to be paid by instalments.
- 34.3 A Shareholder shall comply with the requirements of a Call Notice, but no Shareholder shall be obliged to pay any call before 14 days have passed since the notice was sent.
- 34.4 Before the Company has received any call due under a Call Notice the Directors may:
 - (a) revoke it wholly or in part; or
 - (b) specify a later time for payment than is specified in the Call Notice, by a further notice in writing to the Shareholder in respect of whose Shares the call is made.
- 34.5 Liability to pay a call shall not be extinguished or transferred by transferring the Shares in respect of which it is required to be paid. Joint holders of a Share shall be jointly and severally liable to pay all calls in respect of that Share.
- 34.6 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them to:
 - (a) pay calls which are not the same; or
 - (b) pay calls at different times.
- 34.7 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
 - (a) on allotment;
 - (b) on the occurrence of a particular event; or
 - (c) on a date fixed by or in accordance with the terms of issue.
- 34.8 If the due date for payment of such a sum as referred to in Article 34.7 has passed and it has not been paid, the holder of the Share concerned shall be treated in all respects as having failed to comply with a Call Notice in respect of that sum, and shall be liable to the same consequences as regards the payment of interest and forfeiture.
- 34.9 If a person is liable to pay a call and fails to do so by the Call Payment Date (as defined below):
 - (a) the Directors may issue a notice of intended forfeiture to that person; and
 - (b) until the call is paid, that person shall be required to pay the Company interest on the call from the Call Payment Date at the Relevant Rate (as defined below).
- 34.10 For the purposes of Article 34.9:

- (a) the **Call Payment Date** shall be the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the **Call Payment Date** is that later date;
- (b) the **Relevant Rate** shall be:
 - (i) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the Call Notice which required payment of the call, or has otherwise been determined by the Directors; or
 - (iii) if no rate is fixed in either of these ways, five per cent. a year,

provided that the Relevant Rate shall not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a).

34.11 The Directors may waive any obligation to pay interest on a call wholly or in part.

34.12 The Directors may accept full payment of any unpaid sum in respect of a Share despite payment not being called under a Call Notice.

35. FORFEITURE OF SHARES

35.1 A notice of intended forfeiture:

- (a) may be sent in respect of any Share for which there is an unpaid sum in respect of which a call has not been paid as required by a Call Notice;
- (b) shall be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
- (c) shall require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not fewer than 14 days after the date of the notice;
- (d) shall state how the payment is to be made; and
- (e) shall state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

35.2 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, then the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

35.3 Subject to these Articles, the forfeiture of a Share extinguishes:

- (a) all interests in that Share, and all claims and demands against the Company in respect of it; and
- (b) all other rights and liabilities incidental to the Share as between the person whose Share it was before the forfeiture and the Company.

- 35.4 Any Share which is forfeited in accordance with these Articles:
- (a) shall be deemed to have been forfeited when the Directors decide that it is forfeited;
 - (b) shall be deemed to be the property of the Company; and
 - (c) may be sold, re-allotted or otherwise disposed of as the Directors think fit.
- 35.5 If a person's Shares have been forfeited then:
- (a) the Company shall send that person notice that forfeiture has occurred and record it in the register of members;
 - (b) that person shall cease to be a Shareholder in respect of those Shares;
 - (c) that person shall surrender the certificate for the Shares forfeited to the Company for cancellation;
 - (d) that person shall remain liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and
 - (e) the Directors shall be entitled to waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 35.6 At any time before the Company disposes of a forfeited Share, the Directors shall be entitled to decide to cancel the forfeiture on payment of all calls and interest and expenses due in respect of it and on such other terms as they think fit.
- 35.7 If a forfeited Share is to be disposed of by being transferred, the Company shall be entitled to receive the consideration for the transfer and the Directors shall be entitled to authorise any person to execute the instrument of transfer.
- 35.8 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been forfeited on a specified date:
- (a) shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the Share.
- 35.9 A person to whom a forfeited Share is transferred shall not be bound to see to the application of the consideration (if any) nor shall that person's title to the Share be affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.
- 35.10 If the Company sells a forfeited Share, the person who held it before its forfeiture shall be entitled to receive the proceeds of such sale from the Company, net of any commission, and excluding any sum which:
- (a) was, or would have become, payable; and
 - (b) had not, when that Share was forfeited, been paid by that person in respect of that Share,

but no interest shall be payable to such a person in respect of such proceeds and the Company shall not be required to account for any money earned on such proceeds.

36. SURRENDER OF SHARES

36.1 A Shareholder shall be entitled to surrender any Share:

- (a) in respect of which the Directors issue a notice of intended forfeiture;
- (b) which the Directors forfeit; or
- (c) which has been forfeited.

The Directors shall be entitled to accept the surrender of any such Share.

36.2 The effect of surrender on a Share shall be the same as the effect of forfeiture on that Share.

36.3 The Company shall be entitled to deal with a Share which has been surrendered in the same way as a Share which has been forfeited.

37. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

37.1 The Board may, if authorised to do so 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 such Shareholders and in such proportions as the Board may in their absolute discretion deem appropriate (the **Shareholders Entitled**).

Article 36 of the Model Articles shall not apply to the Company.

37.2 Capitalised Sums may be applied on behalf of such Shareholders and in such proportions as the Board may (in its absolute discretion) deem appropriate.

37.3 Any Capitalised Sum may be applied in paying up new Shares up to the nominal amount (or such amount as is unpaid) equal to the Capitalised Sum, which are then allotted credited as fully paid to the Shareholders Entitled or as they may direct.

37.4 A Capitalised Sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are allotted credited as fully paid to the Shareholders Entitled or as they may direct.

37.5 Subject to the Articles the Board may:

- (a) apply Capitalised Sums in accordance with Articles 37.3 and 37.4 partly in one way and partly another;
- (b) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 37; and

- (c) authorise any person to enter into an agreement with the Company on behalf of all of the Shareholders Entitled which is binding on them in respect of the allotment of Shares or debentures under this Article 37.

38. NEW HOLDING COMPANY

- 38.1 In the event of a Holding Company Reorganisation approved by the Board, the Founders and with Investor Majority Consent (a **Proposed Reorganisation**), each of the Shareholders shall: (a) consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed Reorganisation; and (b) take all such actions to tender their Shares as required pursuant to the Proposed Reorganisation (the **Reorganisation Actions**). The Shareholders shall be required to take all Reorganisation Actions with respect to the Proposed Reorganisation as are required by the Board to facilitate the Proposed Reorganisation. If any Shareholder fails to comply with the provisions of this Article 38 (a **Defaulting Shareholder**), the Company shall be constituted the agent of each Defaulting Shareholder for taking the Reorganisation Actions as are necessary to effect the Proposed Reorganisation and the Board may authorise any Director, officer or member to execute and deliver on behalf of such Defaulting Shareholder the necessary documents to effect the Proposed Reorganisation, including any share exchange agreement and/or Instrument of Transfer.
- 38.2 The Company shall procure that the shares issued by the New Holding Company to the Shareholders (or any subsequent holder, as the case may be) pursuant to the Holding Company Reorganisation will be credited as fully paid as to the amount determined in accordance with this Article 38. Such New Holding Company shares shall be subject to the constitutional documents of the New Holding Company and otherwise (subject to the express provisions of such constitutional documents) shall have the same rights and obligations as all other New Holding Company shares of the same class in issue at the time (other than as regards any dividend or other distribution payable by reference to a record date preceding the date of issue of such New Holding Company shares).
- 38.3 On any person, following the date of completion of a Holding Company Reorganisation, becoming a Shareholder pursuant to any Relevant Securities or otherwise (a **Post-Reorganisation Shareholder**), the Post-Reorganisation Shareholder shall then be bound to do all such acts and things necessary in order to transfer to the New Holding Company all such resulting shares held by the Post-Reorganisation Shareholder, and the provisions of this Article 38 shall apply with the necessary changes to the Post-Reorganisation Shareholder.
- 38.4 The Company shall procure that, in respect of each Major Investor (except as otherwise agreed in writing by such Major Investor, acting reasonably):
 - (a) it provides not less than 20 Business Days' prior written notice to the Major Investors of any Proposed Reorganisation (the **Holding Company Notice**); and
 - (b) following the date of the Holding Company Notice, it consults with such Major Investors in good faith and provides such information reasonably requested by such Major Investors in respect of such Proposed Reorganisation.
- 38.5 Any New Holding Company that is to be created for the purposes of a Proposed Reorganisation shall be incorporated in a jurisdiction where the courts of such jurisdiction respect the limited liability of the underlying partners, members, shareholders and/or any other beneficial owners of each shareholder of that New Holding Company to substantially the same extent as the jurisdiction of a Major Investor's formation.
- 38.6 Article 38.1 shall not apply in respect of any of the Major Investors (except as otherwise agreed in writing by all Major Investors, acting reasonably) if it is determined pursuant to Articles 38.7 to 38.9 that any material taxes will be payable and/or any material tax filings will be required to be submitted by any one or more Major Investors or any one or more of their respective underlying partners,

members, shareholders and/or other beneficial owners as a direct result of the transfer of its respective Shares to the New Holding Company and in such event, the Company and the Major Investors will discuss in good faith to find alternative ways to assess how to structure such Proposed Reorganisation in a manner acceptable to each of them in writing.

- 38.7 If, in a Major Investor's reasonable opinion following written advice from its legal adviser, accountant or tax adviser (as the case may be), such Major Investor determines that any material taxes will be payable and/or any material tax filings will be required to be submitted by such Major Investor or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the New Holding Company:
- (a) such Major Investor shall as soon as reasonably practicable notify the Company in writing and provide a copy of such written advice from its legal adviser, accountant or tax adviser (as the case may be) to the Company on a non-reliance basis;
 - (b) the Company and each relevant Major Investor will discuss in good faith for a period of up to 15 Business Days (as may be extended between the Company and such Major Investor) following receipt of such written notice in Article 38.7(a) to find alternative ways to assess how to structure such Proposed Reorganisation in a manner acceptable to each of them in writing.
- 38.8 In the event that any Major Investor(s) and the Company cannot agree as to whether any taxes will be payable and/or whether any tax filings will be required to be submitted by any such Major Investor or its underlying partners, members, shareholders and/or other beneficial owners as a direct result of the transfer of its Shares to the New Holding Company and/or how to structure the relevant Proposed Reorganisation upon the expiry of the time limit set out in Article 38.7, the Company and the relevant Major Investor(s) shall appoint an expert to determine such tax treatment and opine on how to structure the relevant Proposed Reorganisation in accordance with Article 38.9 (the **Expert**).
- 38.9 The Expert will be an independent firm of internationally recognised Chartered Accountants in England to be agreed in writing between the Company and the relevant Major Investor(s) or, failing agreement in writing of such firm not later than the date falling five Business Days after the expiry of the time limit set out in Article 38.7, an independent firm of Chartered Accountants to be nominated by the then President of the Institute of Chartered Accountants in England and Wales following a joint application by both the Company and one or more of the relevant Major Investors. Such Expert shall be requested to (a) determine the tax treatment of the Proposed Reorganisation in respect of the relevant Major Investor's Shares and opine on how to structure the relevant Proposed Reorganisation within 20 Business Days of its appointment based on any factors which such Expert reasonably believes should be taken into account and (b) notify the Board and relevant Major Investors of their determination. The 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). The Board will give the Expert access to all accounting records or other relevant documents of the Company subject to the Expert agreeing such confidentiality provisions as the Board may reasonably impose. The Expert shall deliver its certificate to the Company and the relevant Major Investor(s). The cost of obtaining the certificate shall be paid by the Company.