

**Company no. 11197852**

**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**RIGHT CHOICE HOLDINGS LIMITED**

(Incorporated in England and Wales on 9 February 2018)

(Adopted by Special Resolution passed on 13 May 2021)

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# ARTICLES OF ASSOCIATION

## OF

### RIGHT CHOICE HOLDINGS LIMITED ("COMPANY")

(adopted by special resolution passed on 13 May 2021)

#### 1 Preliminary

- 1.1 In these Articles, the following words and expressions shall have the following meanings unless the context requires otherwise:

**"A Ordinary Shares"** means the A ordinary shares of 15p each in the capital of the Company;

**"A1 Loan Stock"** means the principal amount of £22,500,000 fixed rate secured A1 loan stock 2024 of the Company constituted by the A1 Loan Stock Instrument, including any PIK Notes issued in respect of the A1 Loan Stock;

**"A1 Loan Stock Instrument"** means the instrument dated on the Original Date constituting the A1 Loan Stock (as amended from time to time);

**"A2 Loan Stock"** means the principal amount of £5,106,944 fixed rate unsecured A2 loan stock 2024 of the Company constituted by the A2 Loan Stock Instrument, including any PIK Notes issued in respect of the A2 Loan Stock;

**"A2 Loan Stock Instrument"** means the instrument dated on the Original Date constituting the A2 Loan Stock (as amended from time to time);

**"A3 Loan Stock"** means the principal amount of £977,056 fixed rate unsecured A3 loan stock 2024 of the Company constituted by the A3 Loan Stock Instrument;

**"A3 Loan Stock Instrument"** means the instrument dated on the Original Date constituting the A3 Loan Stock (as amended from time to time);

**"Acquisition Agreement"** means the agreement entered into on the Original Date between Michael Joseph, Donna Stone, Robert Taberner, Richard Hudson, Laura Lord, Darren Joseph and Steve Stone and the Company, pursuant to which the Company purchased the whole of the issued share capital of Right Choice Insurance Brokers Limited (registered in England and Wales, company no. 06423401);

**"Affiliate"** means in relation to any person,

- (A) any Connected Person of that person;
- (B) any partnership of which he or any of his connected persons is general partner, manager or adviser;
- (C) any unit trust or fund (whether a body corporate or otherwise) of which he or any of his connected persons is trustee, manager, adviser or general partner; and
- (D) in relation to a fund (the **"first fund"**), a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment advisers, a fund whose investment

manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund;

**"Annual Business Plan"** means the business plan of the Company as set from time to time in accordance with the Investment Deed;

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

**"Articles"** means the Company's articles of association;

**"Available Profits"** means profits (or assets) available for distribution within the meaning of the Companies Act 2006;

**"B Loan Stock"** means the principal amount of £28,800,000 fixed rate unsecured B loan stock 2024 of the Company constituted by the B Loan Stock Instrument;

**"B Loan Stock Holder"** means a holder of B Loan Stock;

**"B Loan Stock Instrument"** means the instrument dated on the Original Date constituting the B Loan Stock (as amended from time to time);

**"B Ordinary Shares"** means the B1 Ordinary Shares, B2 Ordinary Shares, and B3 Ordinary Shares (*pari passu* as if one class);

**"B1 Ordinary Shares"** means the B1 ordinary shares of 10p each in the capital of the Company;

**"B2 Ordinary Shares"** means the B2 ordinary shares of 10p each in the capital of the Company;

**"B3 Ordinary Shares"** means the B3 ordinary shares of 20p each in the capital of the Company;

**"Bad Leaver"** means a person who ceases to be an Employee (and is not immediately to become an Employee again):

- (A) where he is neither a Good Leaver nor a Very Bad Leaver;
- (B) where the circumstances of him ceasing to be an Employee constitute constructive dismissal unless, on the particular facts, the Remuneration Committee determines that the Employee should be treated as a Good Leaver; or
- (C) whom the Remuneration Committee with Investor Consent determines is a Bad Leaver and who would, but for this provision, be a Very Bad Leaver,

together with any person who becomes a Leaver as a consequence thereof;

**"bankruptcy"** means an adjudication of bankruptcy by a court in England and Wales or Northern Ireland, or any individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

**"Board"** means the board of directors of the Company (or any duly authorised committee thereof having as one of its members an Investor Director) from time to time;

**"C Ordinary Shares"** means the C ordinary shares of 10p each in the capital of the Company;

**"C Loan Stock"** means the each series of C Loan Stock 2024 of the Company constituted from time to time in accordance with the C Loan Stock Instrument;

**"C Loan Stock Holder"** means a holder of any series of C Loan Stock;

**"C Loan Stock Instrument"** means the instrument dated on or about the date of adoption of these Articles constituting the C Loan Stock (as amended from time to time);

**"Chairman"** means the chairman of the Board (if any) appointed in accordance with Article 4.6;

**"chairman of the meeting"** has the meaning given to it in Article 23.4;

**"Chief Financial Officer"** means the Director who is from time to time designated by the Board as the chief financial officer or finance director of the Group;

**"clear days"** means, in relation to a period of notice, a period of the specified length excluding the date on which notice is given and the day for which it is given or on which it is to take effect;

**"Companies Acts"** means the Companies Acts (as defined in section 2 of the Companies Act 2006 as amended, modified or re-enacted from time to time), in so far as they apply to the Company;

**"Companies Act 2006"** means the Companies Act 2006 including any statutory modification or re-enactment of that statute for the time being in force, subject always to Article 1.4;

**"Company Secretary"** means the secretary of the Company, if any, or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary, if any;

**"Connected Person"** shall have the meaning attributed to it as on the Original Date by sections 1122 and 1123 of the CTA 2010 and the words "connected with" shall be construed accordingly, save that for these purposes, the term "company" (as defined in section 1123 of the CTA 2010) shall include a limited liability partnership and provided that two or more persons shall not be treated as connected solely by reason of acting together to secure or exercise control of the Company (within the meaning of section 1122(4) of the CTA 2010);

**"CTA 2010"** means the Corporation Tax Act 2010;

**"D Ordinary Shares"** means the D ordinary shares of 10p each in the capital of the Company;

**"Deferred Share"** means a deferred share of £0.01 in the capital of the Company;

**"Defined Group"** means, in relation to each Investor, any ultimate parent undertaking of that Investor for the time being and from time to time, all direct and indirect subsidiary undertakings for the time being and from time to time of any such parent undertaking from time to time, and:

- (A) any partnership of which any of them is general partner, manager or adviser;
- (B) any unit trust or fund (whether a body corporate or otherwise) of which any of them is trustee, manager, adviser or general partner; and
- (C) any other LDC Entity,

in each case from time to time but excluding for all cases listed in this definition of **"Defined Group"** any portfolio company (including any of their subsidiary undertakings) and any members of the Group;

**"Director"** means a director of the Company;

**"Disposal"** in relation to a Share includes:

- (A) sale, assignment or transfer;
- (B) creating or permitting to subsist any pledge, charge, mortgage, lien or other security interest or encumbrance;
- (C) creating any trust or conferring any interest;
- (D) any agreement, arrangement or understanding in respect of the right to receive dividends;
- (E) the renunciation or assignment of any right to subscribe or receive a Share or any legal or beneficial interest in a Share; and
- (F) any agreement to do any of the above, except an agreement to transfer Shares which is conditional on compliance with these Articles;

**"Dispute Matter"** means: (a) any proposed or actual legal proceedings by any person in which a Director has an interest against the Company (or any Group Company) or vice versa; or (b) any matter relating to the determination or dispute under, exercising rights under, or breach or alleged breach of, any agreement or other arrangement between the Company or a Group Company and a person in which a Director has an interest and with regard to which matter the Company or the Group Company is in dispute with that person, in which that Director has an interest;

**"distribution"** means any dividend or distribution by the Company of "profits available for distribution" for the purposes of the Companies Act 2006 and any other distributions (whether or not in cash) of an income nature paid by the Company in respect of, or pursuant to, rights attaching to the Shares (and **"distributed"** shall be construed accordingly);

**"Distribution Recipient"** has the meaning given to it in Article 21.2(B);

**"document"** includes, unless otherwise specified, any document sent or supplied in electronic form;

**"Due Proportion"** means:

- (i) 32.15% of C Ordinary Shares;
- (ii) 41.56% of D Ordinary Shares;
- (iii) 69.74% of E Ordinary Shares; and
- (iv) 100% of the F Ordinary Shares;

**"E Ordinary Shares"** means the E ordinary shares of 25p each in the capital of the Company;

**"EBITDA"** means, in respect of the 12 months preceding the date on which EBITDA is to be calculated, earnings before interest, tax, depreciation and amortisation as derived from the most recent monthly management accounts of the Group in the monthly reporting pack delivered to the Investors pursuant to clause 7(A) of the Investment Deed;

**"electronic form"** has the meaning given to it in section 1168 of the Companies Act 2006;

**"electronic means"** has the meaning given to it in section 1168 of the Companies Act 2006;

**"eligible director"** means:

- (A) in relation to a matter proposed at a Directors' meeting, a Director who is entitled to vote and to have that vote counted in relation to that particular matter at that meeting; or
- (B) in relation to a decision of the Directors taken in accordance with Article 4.2, a Director who would have been entitled to vote and to have that vote counted, had the matter in question been proposed at a Directors' meeting;

**"Employee"** means a person (other than an Investor Director) who at any time is an executive director and/ or an employee or worker (as defined in Section 230 of the Employment Rights Act 1996) of any Group Company (and **"employment"** and **"employer"** shall be construed accordingly to include such an agreement);

**"Employee Trust"** means a trust established by any Group Company and whose beneficiaries are the *bona fide* employees of any Group Company;

**"Equity Shares"** means the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares, the D Ordinary Shares, the E Ordinary Shares and the F Ordinary Shares but excludes the Growth 1 Shares, the Growth 2 Shares and any Deferred Shares;

**"Equivalent Proportion"** means a proportion of the Shares held by a Shareholder which is equivalent to the proportion of A Ordinary Shares held by the Proposed Sellers (as such term is defined in Article 19.1(A)), which is proposed to be sold to a Third Party Purchaser;

**"F Ordinary Shares"** means the F ordinary shares of 10p each in the capital of the Company;

**"Facilities Agreement"** means the senior term and revolving facilities agreement dated on or around the Original Date and entered into between (1) Right Choice Holdings Limited as Company and Original Borrower, (2) the companies listed in part 1 of schedule 1 thereto as Original Guarantors, (3) Ares Management Limited as Mandated Lead Arranger, (4) the financial institutions listed in part 2 of schedule 1 thereto as Original Lenders and (5) Ares Management Limited as Agent and as Security Agent (as the same may be amended, supplemented, novated and/or restated from time to time whether before or after the date of adoption of these Articles);

**"Family Trust"** means a trust (excluding a trust arising under a testamentary disposition or on an intestacy) under which:

- (A) no beneficial interest in the trust property is vested or permitted to be vested in any person other than the settlor or any of his or her Privileged Relations; and
- (B) no power of control over any trust property is or is capable of being exercised by, or is subject to the consent of, any person other than the settlor, any of his or her Privileged Relations or the trustees of the trust;

**"Finance Documents"** has the meaning ascribed to such term in the Facilities Agreement.

**"fully paid"** in relation to a Share, means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid or credited as paid to the Company;

**"Good Leaver"** means a person who ceases to be an Employee (and is not immediately to become an Employee again):

- (A) due to his death;
- (B) as a result of his chronic ill health or serious disability;
- (C) on retirement at the age of 65 or older;
- (D) where the circumstances of him ceasing to be an Employee constitute wrongful dismissal;
- (E) where he has been made redundant unless, on the particular facts, the Remuneration Committee determines that the Employee should be treated as a Bad Leaver; or
- (F) whom the Remuneration Committee determines is a Good Leaver and who would be a Bad Leaver but for the determination under this paragraph (F),

together, in each case, with any other person who becomes a Leaver as a consequence thereof (but so that a person who would be a Very Bad Leaver but for a determination under paragraph (C) of the definition of Bad Leaver shall in no circumstances be a Good Leaver);

**"Group"** means the Company and its subsidiary undertakings from time to time and, if applicable, any New Holding Company;

**"Group Chief Executive"** means the Director who is from time to time designated by the Board as the chief executive or managing director of the Group;

**"Group Company"** means each of the undertakings referred to in the definition in these Articles of **"Group"** (and **"Group Companies"** shall be construed accordingly);

**"Growth 1 Shares"** means the Growth 1 ordinary shares of 10p each in the capital of the Company;

**"Growth 1 Special Dividend"** means the dividend accruing under Article 13.1(A);

**"Growth 2 Shares"** means the Growth 2 ordinary shares of 10p each in the capital of the Company;

**"hard copy form"** has the meaning given to it in section 1168 of the Companies Act 2006;

**"Independent Expert"** means an umpire (acting as an expert and not as an arbitrator) for any purpose specified in these Articles and appointed in accordance with Article 17.4;

**"Independent Experts' List"** means a partner or member of any of PricewaterhouseCoopers LLP, Ernst & Young LLP, Deloitte LLP, KPMG LLP, Grant Thornton UK LLP and BDO LLP or, in each case, a partner or member of any successor partnership or company;

**"instrument"** means a document in hard copy form;



**"Investment Deed"** means the agreement for loan stock and share subscriptions dated on or around the Original Date between (1) the Company, (2) the Managers (as defined therein), (3) LDC (Managers) Limited, (4) LDV VII LP, (5) LDC Parallel VII LP, (6) LDC Equity VII LP and (7) the First Chairman (as defined therein) as amended or restated by the Supplemental Investment Deed and as further amended or restated from time to time;

**"Investors"** means those persons who are **"Investors"** within the meaning of this expression in the Investment Deed, or any nominee of any such person and **"Investor"** means any of them;

**"Investor Consent"** means the prior written consent of the Majority A Holders, which may be given on their behalf by any Investor Director;

**"Investor Direction"** means a prior written direction from the Majority A Holders, which may be given on their behalf by any Investor Director;

**"Investor Director"** has the meaning given to it in Article 8.1;

**"Issue Price"** in relation to a Share, means the price at which such Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value of such Share and any share premium thereon;

**"Key Performance Indicator"** means the covenants set out in clause 24.2 of the Facilities Agreement, as applied in accordance with the other provisions of clause 24 of the Facilities Agreement;

**"LDC"** has the meaning set out in the Investment Deed;

**"LDC Entity"** means each of LDC, LDC VII LP, LDC Parallel VII LP, LDC Equity VII LP, LDC (Nominees) Limited, LDC Parallel (Nominees) Limited or any holding company or subsidiary of LDC or any subsidiary of any such holding company;

**"LDC Second Investment Date"** means the date, if ever, upon which the Company is first required to allot any C2 Loan Stock to any LDC Entity

**"Leaver"** means:

- (A) any Employee who ceases to be an Employee for whatever reason (and is not immediately to become an Employee again);
- (B) any Non-Executive who ceases to be a Non-Executive (and is not immediately to become a Non-Executive again);
- (C) any person who becomes entitled to any Shares:
  - (i) on the death of a Shareholder; or
  - (ii) on the exercise of an option after ceasing to be an Employee or Non-Executive, in each case, unless such person is an Employee or a Non-Executive;
- (D) any Shareholder holding Shares as a nominee for:
  - (i) any person who ceases to be an Employee (and is not immediately to become an Employee again); or

- (ii) any person who ceases to be a Non-Executive (and is not immediately to become a Non-Executive again);
- (E) any Shareholder who is a Privileged Relation of:
  - (i) any person who ceases to be an Employee (and is not immediately to become an Employee again); or
  - (ii) any person who ceases to be a Non-Executive (and is not immediately to become a Non-Executive again);
- (F) any Shareholder who is the trustee of a Family Trust of which any person who ceases to be an Employee (and is not immediately to become an Employee again), or who falls within paragraph (E) of this definition, is the settlor; and
- (G) any Shareholder who is the trustee of a Family Trust of which any person who ceases to be a Non-Executive (and is not immediately to become a Non-Executive again), or who falls within paragraph (E) of this definition, is the settlor;

**"Leaver Notice"** has the meaning given to it in Article 16.3(B);

**"Leaver's Relevant Shares"** means:

- (A) in respect of a person who becomes a Leaver as a result of paragraphs (A) or (B) of the definition of "Leaver", all of the Shares held by him other than those: (i) held as a nominee for another person; (ii) held as a trustee of a trust whose beneficiary is another person; (iii) that have been transferred to him as a Privileged Relation as permitted under Articles 16.2(D) and 16.2(E); and (iv) that have passed to him on the death of another Shareholder;
- (B) in respect of a person who becomes a Leaver as a result of paragraph (C)(i) of the definition of "Leaver", all of the Shares of the Shareholder who died to which he became entitled to as a result of the death of such Shareholder;
- (C) in respect of a person who becomes a Leaver as a result of paragraph (C)(ii) of the definition of "Leaver", all of the Shares over which he exercised an option after ceasing to become an Employee or Non-Executive;
- (D) in respect of a person who becomes a Leaver as a result of paragraph (D) of the definition of "Leaver", all of the Shares over which he is a nominee for the person who ceases to become an Employee or Non-Executive;
- (E) in respect of a person who becomes a Leaver as a result of paragraph (E) of the definition of "Leaver", all of the Shares that were transferred to him under Articles 16.2(D) and 16.2(E) as a Privileged Relation of the relevant person who ceased to be an Employee or Non-Executive; and
- (F) in respect of a person who becomes a Leaver as a result of paragraphs (F) or (G) of the definition of "Leaver", all of the Shares held by him on trust solely for the relevant person who ceased to be an Employee or Non-Executive,

and so that B Ordinary Shares and Growth 1 Shares may be Leaver's Relevant Shares;

**"Leaver's Shares"** means the Due Proportion (depending on the class) of the Shares that are Leaver's Relevant Shares on the Leaving Date and any Shares that are Leaver's Relevant Shares acquired by a Leaver after the Leaving Date, whether under an employees' share scheme or otherwise but so that B Ordinary Shares and Growth 1 Shares shall not be Leaver's Shares;

**"Leaving Date"** means the date on which the relevant person becomes a Leaver, which: (i) in the case of any Shareholder who becomes a Leaver by virtue of a person ceasing to be an Employee shall be the date on which such Employee's employment ceases and (ii) in the case of any Shareholder who becomes a Leaver by virtue of a person ceasing to be a Non-Executive shall be the date on which such Non-Executive became a Leaver;

**"Listing"** means the admission of any Shares (or any shares of a New Holding Company) to listing on the Official List maintained by the Financial Conduct Authority and to trading on the Main Market of London Stock Exchange plc and such admission becoming effective or the grant of permission for any Shares to be dealt in on any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any other public securities market and such permission becoming effective;

**"Listing Price"** means the price at which any Listing Share is sold in connection with, and at the same time as, the relevant Listing;

**"Listing Shares"** means the ordinary shares resulting from the consolidation, subdivision and/or redesignation of Shares pursuant to Article 13.6 on a Listing, having such rights and restrictions as are set out in the New Articles;

**"Loan Stock"** means the A1 Loan Stock, A2 Loan Stock, B Loan Stock, and each series of C Loan Stock;

**"Majority A Holders"** means the person or persons who at the relevant time holds or hold more than 50% in number of the A Ordinary Shares in issue at that time;

**"Manager"** means those persons who are **"Managers"** within the meaning of this expression in the Investment Deed, and **"Manager"** means any of them;

**"Manager Consent"** means the written consent of the holders at the relevant time of a majority in number of the B Ordinary Shares;

**"Manager Direction"** means a prior written direction by or on behalf of the holders at the relevant time of a majority in number of the B Ordinary Shares;

**"Manager Director"** has the meaning given to it in Article 8.2;

**"Market Value"** means such value as is agreed between the Board (with Investor Consent and Manager Consent) and the transferee within ten (10) days of the relevant Transfer Notice, or other such value as the Independent Expert shall determine pursuant to Article 17.4;

**"Material Default"** means:

(A) Michael Joseph ceasing to be an Employee (where he will not immediately become an Employee again) other than:

(i) due to his death;

- (ii) as a result of his chronic ill health or serious disability;
  - (iii) on retirement at the age of 65 or older;
  - (iv) where he has been made redundant;
  - (v) where the circumstances of him ceasing to be an Employee constitute wrongful dismissal; or
  - (vi) where the Board (with Investor Consent and Manager Consent) resolves that a Material Default has not occurred in circumstances where there would, but for this provision, be a Material Default;
- (B) the Company failing to meet any Key Performance Indicator when such Key Performance Indicator falls to be tested under the Facilities Agreement and the failure has not, if a remedy period applies under the Facilities Agreement, been remedied within that remedy period in accordance with the terms of the Facilities Agreement;
- (C)
  - (i) the Company committing an Event of Default (as defined in the Facilities Agreement) under the Facilities Agreement or any breach of the Security Document that could result in an enforcement event in respect of the security constituted under the Security Document or entitle the lender to accelerate or demand repayment of any indebtedness under the Facilities Agreement or the Security Document, and such Event of Default or breach of the Security Document has not, if a remedy period applies under the Facilities Agreement or the Security Document (as the case may be), been remedied within that remedy period in accordance with the terms of the Facilities Agreement or the Security Document (as the case may be); or
  - (ii) the Company being reasonably likely to commit either an Event of Default (as defined in the Facilities Agreement) under the Facilities Agreement or any breach of the Security Document that could result in an enforcement event in respect of the security constituted under the Security Document or entitle the lender to accelerate or demand repayment of any indebtedness under the Facilities Agreement or the Security Document;
- (D) a material regulatory failing of the Group which would have a material adverse effect on the financial position or prospects of the Group, unless such failing is remedied within 60 days of notification of such failing to the Board by the Majority A Holders;
- (E) either:
  - (i) the Company or any Manager breaching any of the provisions of clauses 5.1 (*Business Conduct Obligations of the Company*), 5.2, 5.3, 5.5, 7(A) (*Information Obligations of the Company*), 7(B), 7(E), 7(F), 7(G), 7(H), 7(I), 7(J), 7(K), 8 (*Transfer of Shares and Loan Stock*), 10.1(D) (*Exit, Refinancing and Loan Stock Provisions*), 10.3, 10.4, 10.5, 10.6, 10.7, 14.2 (*Disapplication of Pre-emption Rights*), 14.3 (*Assignment, New Shareholders and Accession Deeds*), 15 (*Unallocated Shares*), or 20 (*Registration of New Shareholders*) of, and Schedule 8 (*Loan Stock Provisions*) to, the Investment Deed or Articles 8 (*Investor and Manager Directors*), 15.4 (*Provisions applying on every Transfer of Shares*), 17.1 (*Transfer Notice Sale Price*), 18 (*Leaver Share Transfers*) or

19 (*Tag Along and Drag Along*) of these Articles, and such breach has not, if capable of remedy or otherwise being made good, been remedied or otherwise made good to the reasonable satisfaction of the Majority A Holders within 30 days of receipt by the Company and the Managers of written notice from the Majority A Holders requiring the same; or

- (ii) in circumstances where expressly entitled to do so under the Investment Deed, an Investor Director has by notice to the Company declared a Potential Material Default and the circumstances which entitled him to do so, if capable of remedy or otherwise being made good, have not been remedied or otherwise made good to the reasonable satisfaction of the Majority A Holders within 30 days of receipt by the Company of such notice;

- (F) any interest payable, or capital repayable, by the Company in respect of any A1 Loan Stock or A2 Loan Stock being overdue and unpaid by more than 10 days without Investor Consent and payment has not been made within 5 days of receipt by the Company of written notice from the Majority A Holders requiring such payment;

**"Material Default Notice"** means a written notice provided by the Majority A Holders notifying the Company that a Material Default has occurred;

**"New Articles"** means articles of association of the Company adopted on a Listing in accordance with Article 13.6(G).

**"New Holding Company"** means any new parent undertaking of the Company formed for the purpose of facilitating a Refinancing (as defined in the Investment Deed) or Reorganisation or a Listing;

**"Non-Executive"** means any director of the Company appointed on or after the adoption of these Articles who is not an Employee at the time of his appointment;

**"Non-Executive Bad Leaver"** means a Non-Executive who becomes a Leaver and who is not a Non-Executive Good Leaver;

**"Non-Executive Good Leaver"** means a Non-Executive who becomes a Leaver:

- (A) due to his death; or
- (B) as a result of his chronic ill health or serious disability; or
- (C) in any other circumstances but whom the Remuneration Committee determines is a Non-Executive Good Leaver;

**"Original Date"** means 6 June 2018

**"PIK Notes"** has the meaning given in the A1 Loan Stock Instrument and the A2 Loan Stock Instrument;

**"Privileged Relation"** means in relation to a Manager or a Non-Executive, any spouse, civil partner, child, adopted child or stepchild (including a child of the civil partner) of that Manager or Non-Executive, and for the purposes of these Articles, any individual who becomes divorced or whose civil partnership is dissolved shall on the grant of the decree absolute or final dissolution order in respect of that divorce or dissolution cease to be a Privileged Relation of his or her former spouse or civil partner;

**"qualifying person"** has the same meaning as in section 318(3) of the Companies Act 2006;

**"RCPH Company"** has the meaning given to it in Article 5.1(E);

**"Relevant Company"** has the meaning given to it in Article 33.2;

**"Relevant Matter"** has the meaning given to it in Article 6.1;

**"Remuneration Committee"** means the remuneration committee of the Board as constituted in accordance with the Investment Deed;

**"Reorganisation"** has the meaning given to it in the Investment Deed;

**"Sale Price"** has the meaning given to it in Article 17.1

**"Sale Shares"** has the meaning given to it in Article 16.3(A);

**"Security Document"** means the debenture dated on or around the date of this Deed and made between Right Choice Holdings Limited and Ares Management Limited;

**"Seller"** means the holder of a Share which is the subject of a Transfer Notice;

**"Share"** means any share in the capital of the Company from time to time (and **"Shares"** shall be construed accordingly);

**"Shareholder"** means a holder of any Share;

**"Share Sale"** means the completion of any sale of any interest in any Shares to a bona fide third party purchaser (whether in one transaction or a series of related transactions) other than on a Reorganisation, resulting in the transferee or transferees (either alone or together with their Connected Persons) holding a majority of the Shares;

**"Start Date"** means:

- (A) the date on which the Market Value of the Sale Shares is agreed or determined; or
- (B) (to the extent that the Sale Price is not the Market Value) the date on which the Sale Price is otherwise established or specified;

**"Supplemental Investment Deed"** means the agreement that is supplemental to the Investment Deed dated on or about the date of adoption of these Articles between (1) the Managers (as defined therein), (2) the Investors (as defined therein), (3) LDC (Managers) Limited and (4) the Company;

**"Third Party Purchaser"** means a person and any Connected Person of such person, in each case whether or not an existing Shareholder but excluding any Investor or a member of the Defined Group or a Connected Person of any of them;

**"Transfer Notice"** means a notice deemed to be served on the Company in accordance with Article 16 by a Shareholder who is required to transfer any Shares;

**"United Kingdom"** means Great Britain and Northern Ireland;

**"Very Bad Leaver"** means a person who ceases to be an Employee;

- (A) as a result of fraud by him against or in respect of the Group;
- (B) as a result of a crime by him against or in respect of the Group (regardless of sentence);
- (C) as a result of him being awarded a custodial sentence (which is not wholly suspended) of at least 12 months following his conviction for a criminal offence not falling within paragraph (B) of this definition, but so that, for this purpose, if such sentence was initially suspended but ceases to be suspended and becomes immediately custodial, he shall at that time become a Very Bad Leaver;
- (D) as result of a breach by him of clause 10 (*Restrictive Covenants*) of the Acquisition Agreement or clause 9.1 (*Undertakings by the Managers*) of the Investment Deed where such clauses apply to him;
- (E) (in respect of a Share that is not a Growth 1 Share) as a result of his resignation within 24 months after the date he first becomes (or, if already a member on adoption of these Articles, first became) a member of the Company in circumstances where he is not a Good Leaver; or
- (F) (in respect of a Share that is a Growth 1 Share) as a result of his resignation within 24 months after the date he first becomes a member of the Company holding a Growth 1 Share where he is not a Good Leaver,

together, in each case, with any person who becomes a Leaver as a consequence thereof;

**"voting rights"** shall be construed in accordance with schedule 6 to the Companies Act 2006; and

**"writing"** means a method of representing or reproducing words, symbols or other information by any method or combination of methods, whether in electronic form, hard copy or in any other legible and non-transitory form and **"written"** shall be construed accordingly.

- 1.2 The relevant model Articles (within the meaning of section 20(2) of the Companies Act 2006 as amended, modified or re-enacted from time to time) are excluded in their entirety.
- 1.3 In these Articles, "parent undertaking" and "subsidiary undertaking" shall have the respective meanings given by section 1162 of the Companies Act 2006 (as in force at the date on which these Articles become binding on the Company) and for the purposes of that section, an undertaking shall include (without limitation) a limited liability partnership and further, an undertaking (the "first undertaking") shall be treated as a member of another undertaking if any of the shares in that other undertaking are registered in the name of another person (or its nominee) as security (or in connection with the taking of security) from the first undertaking or any of its subsidiary undertakings.
- 1.4 Words and expressions defined in the Companies Act 2006 and used in these Articles (either without further definition or by expressly referring to the statutory definition of that word or expression) shall bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company. This does not apply: (a) where the word or expression used is not defined by express reference to the Companies Act 2006 and the subject or context in which that word or expression is used is inconsistent with the statutory definition; or (b) where that word or expression is otherwise defined in these Articles. In all other circumstances references in these Articles to any statute or statutory provision (including without limitation the Companies Act 2006 or any provision of the Companies Act 2006) subordinate legislation, code or guideline ("legislation") is a reference to such legislation as the same may

from time to time be amended, re-enacted, modified, extended, varied, superseded, replaced, substituted or consolidated.

- 1.5 Any reference to (or to any specified provision of) any document shall be construed as a reference to that document or that provision as in force for the time being and as amended, supplemented, restated or novated from time to time.
- 1.6 Any reference to making a decision after "consultation" with another person shall not imply giving that other person a consent or veto right in respect of such decision but shall imply an obligation on the person carrying out the consultation to consider the other person's representations (if any).
- 1.7 Any reference in these Articles to shares of two or more classes being or ranking as *pari passu* shall unless the context otherwise requires be treated as a reference to all such shares being treated equally as if shares of one and the same class and shall disregard any difference in the nominal value, voting entitlement or amount paid up on such shares.
- 1.8 To the extent necessary to give effect to any provision of these Articles, the voting right conferred by a share (on a poll or for the purposes of any written resolution) may confer a fractional voting right and need not be a whole number.

1.9

- (A) Where the express terms of the Investment Deed provide in whatever form of words that any person who is not in fact a Non-Executive is (for the purposes of Article 17 and/or 18 of these Articles or any definitions used in those Articles) to be treated as if he had been appointed as a director on a specified date, then, and only for such purposes, he shall be deemed to have been so appointed on that date. Nothing in this Article 1.9 or the Investment Deed shall make that person in fact a director as from that date or confer on such person any of the rights or powers of a director whether under the Articles or the general law until such time (if ever) as, in accordance with the Investment Deed and these Articles, he actually becomes a director of the Company.
- (B) Similarly, where the express terms of the Investment Deed provide in whatever form of words that any person who is not in fact a Non-Executive is (for the purposes of Article 17 and/or 18 of these Articles or any definitions used in those Articles) to be treated as if he had become a Non-Executive Bad Leaver on a specified date, then, and only for such purposes, he shall be deemed to have become a Non-Executive Bad Leaver on that specified date and (for the purposes of Article 13.7) to have become a Leaver on that specified date.

## **2 Liability of Members**

The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.

## **3 Directors**

### **3.1 Number of Directors**

The number of Directors (excluding alternate directors) shall not be less than two in number.

### **3.2 Directors' powers, responsibilities and delegation**



- (A) Subject to these Articles, the Directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.
- (B) The Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution shall invalidate anything which the Directors have done before the passing of the resolution.
- (C) The Directors may by a decision taken in accordance with Article 4.1 or 4.2, exercise the powers of the Company to change the Company's name.
- (D) Subject to these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles to such person or committee, by such means (including by power of attorney) to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- (E) Committees to which the Directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of these Articles which govern the taking of decisions by Directors. The Directors may make rules of procedure for all or any committees which prevail over rules derived from these Articles or any Investment Deed if they are not consistent with them.

## **4 Decision Making by Directors**

### **4.1 Directors to take decisions collectively**

The general rule about decision making by Directors is that any decision of the Directors must be a majority decision at a quorate meeting. The Chairman (or any chairman of such meeting) shall have a casting vote.

### **4.2 Unanimous decisions**

A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision 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 his agreement in writing. A decision may only be taken in accordance with this Article where the eligible Directors taking the decision would have formed a quorum had the matter been proposed as a resolution at a Directors' meeting.

### **4.3 Calling a Directors' meeting**

- (A) Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Company Secretary to give such notice. The Company Secretary must call a Directors' meeting if a Director so requests.
- (B) Wherever practicable, at least seven (7) days' notice of each meeting of the directors shall be given to each director and shall be accompanied by an agenda and a board paper setting out in such reasonable details as may be practicable in the circumstances the subject matter of the meeting. Breach of this Article 4.3(B) shall not affect the validity of any meeting of the directors which was otherwise validly convened.

- (C) Notice of any Directors' meeting must indicate its proposed location (if any), its proposed date and time and, if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- (D) Notice of every meeting of the Directors shall be given to each Director and alternate director in writing in hard copy form or in electronic form at any address in the United Kingdom or any number or address to which notices can be sent by electronic means, supplied by the Director or alternate director to the Company for that purpose, whether or not he is present in the United Kingdom, provided that any Director or alternate director may waive notice of any meeting either prospectively or retrospectively and if he does so it shall be no objection to the validity of the meeting that notice was not given to him.
- (E) Notice of a Directors' meeting need not be given to Directors who are not entitled to receive notice, or who have elected not to receive notice of that meeting pursuant to Article 7.2(B), or who have waived their entitlement to notice of that meeting, by giving notice to that effect to the Company in advance of the meeting or not more than seven (7) days after the date on which the meeting is held. Where such notice of waiver is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.
- (F) All meetings, except in the case of emergencies, will be held in the United Kingdom.

#### 4.4 Participation in Directors' meetings and decision making

- (A) Subject to these Articles, the Directors participate in a Directors' meeting when the meeting has been called and takes place in accordance with these Articles and where each Director can communicate orally to all of the other Directors taking part, any information or opinions he has on any particular item of the business of the meeting. Any Director (including an alternate director) whether or not he is in the United Kingdom at the time may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of: (a) a telephone conference; or (b) similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to the Companies Act 2006 and these Articles, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- (B) Subject to these Articles and Article 4.4(C) in particular, each Director participating in a Directors' meeting has one vote.
- (C) If a Material Default has occurred and the Majority A Holders deliver a Material Default Notice to the Company in accordance with the Investment Deed, then with effect from the date of the Material Default Notice and subject to applicable law and regulation, each Investor Director participating in a Directors' meeting shall have three (3) votes (or, if greater, such number of votes as shall entitle the Investor Director(s) participating in such Director's meeting to be capable of casting a majority of the votes of all Directors participating) and all other Directors (including the Manager Directors) participating in a Directors' meeting shall have one vote, provided that, in the circumstances specified in clause 6.8 of the Investment Deed, this Article 4.4(C) shall automatically cease to apply.

(D) Subject to the Companies Act 2006 and the other provisions of these Articles, a Director may vote on, and be counted in the quorum at any meeting convened to consider, any resolution concerning a matter in which he has a direct or indirect interest which conflicts or may conflict with the interests of the Company provided that:

- (i) the Director has declared the nature and extent of that interest in accordance with and to the extent required by the provisions of the Companies Act 2006 and these Articles;
- (ii) where necessary, any situation which could give rise to the conflict and which would otherwise be prohibited by section 175 of the Companies Act 2006 is authorised in accordance with Articles 5 or 6; and
- (iii) the terms of any such authorisation do not prevent or otherwise restrict the Director from doing so,

but otherwise a Director shall not be entitled to vote or count in the quorum where he has a direct or indirect interest which conflicts or may conflict with the interests of the Company. If a Director purports to vote in a situation where, by virtue of this Article 4.4(D) (and the terms of any authorisation) he is not entitled to vote, his vote shall not be counted.

(E) For the purposes of Article 4.4(D), an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

#### 4.5 Quorum for Directors' meetings

(A) At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

(B) The quorum for the transaction of the business of the Directors shall be two (2) eligible Directors and any quorum for the transaction of business at a meeting of the directors or any committee thereof must include:

- (i) an Investor Director (if appointed) or his alternate (if relevant) except to the extent that:
  - (a) such business relates to authorisation of a matter in which an Investor Director (or his alternate, if applicable) is interested for the purposes of Article 5.4 and/or section 175 of the Companies Act 2006; or
  - (b) an Investor Director has given prior written consent to the contrary for that meeting; and
- (ii) unless Article 4.4(C) applies, a Manager Director (who, except with Manager Consent, must be the Group Chief Executive or Chief Financial Officer or his alternate (if relevant)),

provided that: (1) if a quorum is not present as a result of Article 4.5(B)(i) or Article 4.5(B)(ii) applying, any Director may then require that the meeting is reconvened as many times as necessary to achieve a quorum by giving notice in accordance with these Articles; and (2) if Article 4.5(B)(i) or Article 4.5(B)(ii) has prevented a quorum being present at more than two of those meetings (being the initial meeting and the relevant

reconvened meetings of which due notice has been given to all Directors, each such meeting held at least 7 days apart), then the relevant Article shall not apply to the next reconvened meeting held within 14 days after the relevant reconvened meeting.

- (C) A person who holds office only as an alternate director shall, if his Appointor is not present, be counted in the quorum. In the event that a meeting of the Directors is attended by a Director who is acting as alternate for one or more other Directors, the Director or Directors for whom he is the alternate shall be counted in the quorum notwithstanding their absence, and, if on that basis there is a quorum, the meeting may be held notwithstanding the fact (if it is the case) that only one Director is physically present.
- (D) If there are no Directors in office, or the Directors in office or the sole Director are unable or unwilling to form a quorum or to take a decision on any particular matter, or to appoint further Directors to make up a quorum or to enable a decision to be taken on any particular matter, or to call a general meeting or circulate a written resolution to do so, then any Shareholder may call a general meeting or circulate a written resolution or instruct the Company Secretary to do so, for the purposes of taking the decision or appointing one or more additional Directors to form a quorum or to enable a decision to be taken.

#### 4.6 Chairing of Directors' meetings

The Chairman shall be as appointed in accordance with the Investment Deed.

#### 4.7 Records of decisions to be kept

The Directors must ensure that the Company keeps a permanent record in writing, for at least ten (10) years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors and of any decisions taken by a sole Director.

#### 4.8 Directors' discretion to make further reasonable rules

Subject to these Articles, and the Companies Act 2006, the Directors may make any rule which they think fit about how they take decisions (provided that under such rule, all directors have a reasonable opportunity to participate in such decision making, and that the directors who do participate must constitute a quorum), and about how such rules are to be recorded or communicated to Directors.

### 5 Directors' Permitted Interests

#### 5.1 Provided that he has declared the nature and extent of his interest in accordance with (and to the extent required by) Article 5.4, a Director, notwithstanding his office, shall be authorised:

- (A) to enter into, or otherwise be interested in, any transaction or arrangement with the Company (or any other Group Company) or any transaction or arrangement in which the Company (or any other Group Company) is directly or indirectly interested;
- (B) to be a director, other officer (other than auditor) or employee of, or a consultant to, or otherwise interested (including by the holding of shares or other securities) in, the Company or any other Group Company or other business in which the Group is interested;

- (C) to act by himself or by any firm of which he is a partner, director, employee or member in a professional capacity (except as auditor) for the Company or any other Group Company and he or his firm shall be entitled to remuneration for professional services as if he were not a director of the Company;
- (D) to be a director or other officer of any other company in which the Company does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a director of the Company or director or other officer of that other company (whichever is the later);
- (E) to be a director of Right Choice Property Holdings Limited (registered in England and Wales, company no. 7407931) and any subsidiary undertaking of it (each a "**RCPH Company**"), provided that no RCPH Company competes with the business of any Group Company as carried on from time to time; and
- (F) in the case of an Investor Director, to be a director, officer, trustee, employee or representative of, or consultant to, or holder (as member, partner or otherwise) of any direct or indirect interest in, or otherwise participate in or be commercially involved with:
  - (i) any Investor;
  - (ii) any member of the Defined Group;
  - (iii) any company or other person in which an Investor or member of the Defined Group has, a direct or indirect interest, or which is otherwise controlled or managed by an Investor or member of the Defined Group, (but including, without limitation, any portfolio company investee of the Defined Group); and
  - (iv) any carried interest or similar incentive arrangement associated with any person or arrangement referred to in Article 5.1(F)(i) to Article 5.1(F)(iii) (inclusive) above.

5.2 Matters and situations authorised under Article 5.1 may also be specifically authorised by the Directors or Shareholders in accordance with Article 6 (to the extent that it applies), although there is no requirement to do so and a specific authorisation (including any terms and conditions on that authorisation) shall not limit the authorisations under Article 5.1.

5.3 No Director shall, by reason of his holding office as a director of the Company (or of the fiduciary relationship established by his holding that office) be liable to account to the Company for any remuneration, profit or other benefit received as a result of any interest permitted by Article 5.1 (nor shall the receipt of any such remuneration, profit or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006) and no transaction or arrangement shall be liable to be avoided by reason of any Director having any interest or having received any benefit permitted by Article 5.1.

5.4 For the purposes of Article 5.1, in relation to transactions and arrangements with the Company, a Director shall declare to the other Directors the nature and extent of any interest he may have in any way permitted by the Companies Act 2006 and shall only be required to make such declaration to the extent required under the Companies Act 2006. In relation to other situations of actual or potential conflict of interest, a Director shall declare the nature and extent of his interest at a meeting of the Directors, or as otherwise determined by the Directors, but shall not be required to declare the nature and extent of his interest to the extent that:

- (A) the other Directors are already aware of the interest and its extent;

- (B) the Director is not aware of the interest (except where he ought reasonably to be aware of it); or
- (C) the interest cannot reasonably be regarded as likely to give rise to a conflict of interest.

## **6 Authorisation of Conflicts of Interest by the Directors or Shareholders**

- 6.1 Any matter (a "**Relevant Matter**") which would otherwise constitute or give rise to a breach by a Director of his duty under section 175 of the Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company (including a breach which would arise by virtue of his appointment as director of the Company) may be authorised by the Directors in accordance with the Companies Act 2006 and this Article 6.
- 6.2 Any Director may propose that a Relevant Matter be authorised by the Directors. Such proposal and any authorisation given by the Directors shall be effected in the same way as any other matter may be proposed to, and resolved upon by, the Directors (or in such other reasonable manner as the Directors may approve) in accordance with these Articles, except that no authorisation shall be effective unless the requirements of section 175(6) of the Companies Act 2006 have been complied with.
- 6.3 Any authorisation of a matter in accordance with this Article 6 shall, unless it states otherwise, extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised. Any such authorisation shall be subject to such terms, conditions and limitations as the Directors (in the case of authorisation under Article 6.2) or the Shareholders (in the case of authorisation under Article 6.5 or in any other case) may specify, whether at the time of giving the authorisation or subsequently. Any authorisation in accordance with this Article 6 may be terminated or varied at any time by the Directors (in the case of authorisation under Article 6.2) or the Shareholders (in the case of authorisation under Article 6.5 or in any other case), but no such termination or variation shall be of retrospective effect. The Director concerned must act in accordance with any terms, conditions or limitations so specified.
- 6.4 No Director shall, by reason of his office as director of the Company (or by reason of the fiduciary relationship established by holding that office), be liable to account to the Company for any benefit derived from any Relevant Matter to the extent that the Relevant Matter has been authorised in accordance with this Article 6 (nor shall receipt of any such benefit constitute a breach of his duty under section 176 of the Companies Act 2006). No transaction or arrangement shall be liable to be avoided by reason of any interest of a Director to the extent that it has been so authorised.
- 6.5 This Article 6 is without prejudice to any rule of law enabling a Relevant Matter to be authorised by the Shareholders (whether or not authorisation has previously been requested from and/or refused by the Directors). Any such authorisation (and the variation or termination of any authorisation) shall be by ordinary resolution (to include at least one holder of A Ordinary Shares and one holder of B Ordinary Shares, each voting in favour), except where any greater majority is otherwise required by the Companies Act 2006 or other applicable law.

## **7 Management of Directors' Conflicts of Interest**

- 7.1 Directors may vote when interested
  - (A) Subject to Article 7.1(D) and where applicable to disclosure in accordance with the Companies Acts and authorisation in accordance with Article 5.1 and/ or Article 5.4, a

Director shall be entitled to vote in respect of any matter in which he is interested directly or indirectly and if he shall do so his vote shall be counted and, whether or not he does, his presence at the meeting shall be taken into account in ascertaining whether a quorum is present.

- (B) Subject to Article 7.1(C), if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive.
- (C) If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.
- (D) A Director shall be excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Directors or otherwise) in respect of any Dispute Matter and such Director shall not be counted in the quorum of the Directors (nor shall his presence be required in order to constitute a quorum if it would otherwise be required under these Articles), nor shall he be entitled to vote, in respect of any such Dispute Matter.
- (E) Any decisions, actions or negotiations to be taken or conducted by the Company in relation to a Dispute Matter shall be delegated to those Directors that are entitled, in accordance with these Articles, to count in the quorum, and that delegation shall be on terms which give those Directors acting on a majority basis, full authority on behalf of the Company to take such decisions and actions and conduct such negotiations as they shall (acting in good faith to promote the success of the Company have regard to their fiduciary duties) think fit.

7.2 Where this Article 7.2 applies, a Director shall be deemed to have the authority, without breaching the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006, to take such steps as may be necessary or desirable for the purpose of managing any conflict of interest to which this Article 7.2 applies, including (without limitation) by:

- (A) complying with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally or any specific procedures approved by the Directors in relation to the situation, matter or interest in question;
- (B) excluding himself from attending and voting at Board meetings to the extent relating to such situation, matter or interest or from participating in discussions (whether at meetings of the Board or otherwise), or receiving documents or information, relating to any such situation, matter or interest (including without limitation, notice of meetings, board papers, minutes or draft minutes and legal advice given to any Group Company);
- (C) arranging for documents or information relating to any such situation, matter or interest to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information; and/or
- (D) not disclosing to the Company, or not using in relation to the Company's affairs, information which he obtains or has obtained otherwise than through his position as a director of the Company which relates to such situation, matter or interest and which is

confidential to a third party, where to do so would amount to a breach of confidence or breach of duty to the third party.

7.3 Article 7.2 shall apply where a Director has or could have:

- (A) a direct or indirect interest that conflicts or possibly may conflict with the interests of the Company, provided that the interest or the existence of the situation or relationship leading to the interest has been authorised in accordance with Article 6.2 or Article 6.5 and unless otherwise specified by the terms and conditions of such authorisation; or
- (B) a direct or indirect interest in a transaction or arrangement with the Company and such interest has been declared to the other Directors to the extent required by the Companies Act 2006.

7.4 Where a Director obtains or has obtained information, otherwise than through his position as a director of the Company, which is confidential to a third party other than the Company, then provided that the duty of confidentiality does not arise out of a situation in which the Director has or may have a direct or indirect conflict of interest with the Company, the Director shall not be required to disclose such information to the Company or use it in relation to the Company's affairs. This Article is without prejudice to the ability of a Director to withhold such information from the Company in accordance with the provisions of Article 7.2.

7.5 Articles 7.2 and 7.4 are without prejudice to any equitable principle or rule of law which may otherwise excuse or release the Director from any requirement to disclose information or use information in relation to the Company's affairs, participate in discussions or receive documents or information.

## **8 Investor and Manager Directors**

8.1 Subject to Article 10.2 but notwithstanding any other provisions of these Articles, the Investors shall be entitled (after consultation with the Board as to the identity of any appointees and by Investor Direction) to appoint as Directors up to two people (each, an "**Investor Director**") and at any time and from time to time to remove from office in like manner any person so appointed and to appoint another person in his place. Upon Investor Direction and subject to the Investment Deed, the Company shall also procure that up to one Investor Director be appointed a director to any subsidiary undertaking of the Company as specified in such Investor Direction.

8.2 Subject to Article 10.2 but notwithstanding any other provisions of these Articles, the Managers shall be entitled (after consultation with the Board as to the identity of any appointees and by Manager Direction) to appoint as Directors up to four people (each, a "**Manager Director**") and at any time and from time to time to remove from office in like manner any person so appointed and to appoint another person in his place provided always that (unless such appointee is named as a Manager Director to be in place at Completion under the Investment Deed), his identity must be approved by Investor Consent. Upon Manager Direction, the Company shall also procure that a Manager Director be appointed a director to any subsidiary undertaking of the Company as specified in such Manager Direction.

8.3 Save with Investor Consent, no Leaver shall be appointed as a director (or alternate director) of the Company or any other Group Company.

8.4 On any resolution proposed:

- (A) to remove an Investor Director, the A Ordinary Shares shall carry at least one vote in excess of 50% of the votes capable of being cast on such resolution; and



- (B) to remove or adversely amend Article 8.1 or this Article 8.4, the A Ordinary Shares shall carry at least one vote in excess of 75% of the votes capable of being cast on such resolution,

in each case whether such resolution is proposed at a general meeting (on a show of hands or on a poll) or by written resolution.

8.5 On any resolution proposed:

- (A) to remove a Manager Director, the B Ordinary Shares shall carry at least one vote in excess of 50% of the votes capable of being cast on such resolution; and
- (B) to remove or adversely amend Article 8.2, the B Ordinary Shares shall carry at least one vote in excess of 75% of the votes capable of being cast on such resolution,

in each case whether such resolution is proposed at a general meeting (on a show of hands or on a poll) or by written resolution.

## 9 Alternate Directors

9.1 Subject to Articles 9.2 and 9.3, any Director other than an alternate director (an "Appointor") may appoint as an alternate any other Director, or any other person who is willing to act, to exercise (in the absence of the Appointor) the Appointor's powers as a director generally, and in particular but without limitation (in the absence of the Appointor) to carry out the Appointor's responsibilities in relation to the taking of decisions by Directors.

9.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors. The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice. Save with Investor Consent, no Leaver shall be appointed as an alternate director.

9.3 An alternate director has the same rights, in relation to any Directors' meeting or decision of the Directors, as the alternate's Appointor and, without limitation, is entitled to receive notice of all meetings of Directors and committees of Directors and all meetings of Shareholders which their Appointor is entitled to receive and in the absence of their Appointor, to attend, speak and vote at all such meetings at which the Appointor is entitled to attend, speak and vote.

9.4 Except as these Articles specify otherwise, alternate directors are deemed for all purposes to be Directors, are liable for their own acts and omissions, are subject to the same restrictions as their Appointors, and are not deemed to be agents of or for their Appointors.

9.5 Subject to Article 9.6, a person who is an alternate director, but not a Director:

- (A) may be counted as participating in a Directors' meeting for the purposes of determining whether a quorum is present and may vote on any proposal made at a Directors' meeting (if that person's Appointor is not participating but would have been an eligible Director in relation to that proposal had he been participating); and
- (B) may take part in decisions of the Directors pursuant to Article 4.2 (provided that person's Appointor does not take part in making the decision but would have been an eligible Director in relation to that decision had he taken part in making it).

9.6 A person may be appointed as the alternate director of more than one Director. Where a person is appointed as the alternate director of more than one Director, or is an alternate director and a Director himself, that alternate director shall (subject to Article 4.4):

- (A) be entitled at meetings of the Directors to cast the same number of votes that each Director by whom he has been appointed (and who is not himself participating, but who would have been an eligible Director in relation to the proposal had he been participating) would have been entitled to cast, in addition to his own vote(s) (if any) as a Director;
- (B) may be counted more than once for the purpose of determining whether or not a quorum is present; and
- (C) shall be entitled to take part in decisions of the Directors pursuant to Article 4.2 on behalf of each Director by whom he has been appointed (and who would have been an eligible Director in relation to that decision) as well as being able to take part in making the decision for himself (if he is a Director).

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

9.8 An alternate director's appointment as an alternate for a particular Appointor shall terminate:

- (A) when that Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (B) on the death of that Appointor; or
- (C) when the directorship of that Appointor terminates,

and an alternate director's appointment as an alternate for an Appointor (and, if the person is an alternate for more than one Director, that person's appointment as an alternate for each Appointor) shall terminate on the occurrence in relation to the alternate of any event which, if it occurred in relation to any Appointor of that alternate, would result in the termination of that Appointor's appointment as a Director.

## 10 Appointment and Removal of Directors

10.1 Without prejudice to Article 8 and to clause 22 (*Regulatory Consents*) of the Investment Deed, any person who is willing to act as a Director, and who is permitted by law to do so, may (with Investor Consent and Manager Consent but not otherwise) be appointed to be a Director by a decision of the Board or by ordinary resolution.

10.2 Only a natural person may be appointed as a director or alternate director of the Company. A corporation is not a natural person for this purpose.

10.3 A person ceases to be a Director as soon as:

- (A) that person ceases to be a Director by virtue of any provision of the Companies Act 2006 or these Articles or is prohibited from being a director by law;
- (B) a bankruptcy order is made against that person or a composition is made with that person's creditors generally in satisfaction of that person's debts;

- (C) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three (3) months;
- (D) (where the Director has not participated by reason of that person's mental health) a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;
- (E) (where the Director has not participated in decision making of the Directors for more than six (6) months and the Directors believe this to be by virtue of any mental or physical incapacity of the Director) the Directors resolve that his office be vacated;
- (F) notification is received by the Company from the Director that the Director is resigning from office as Director and such resignation has taken effect in accordance with its terms;
- (G) except in the case of an Investor Director or a Manager Director, a resolution of the Board (with Investor Consent and Manager Consent) to that effect is passed;
- (H) subject to Articles 8.4 and 8.5 and (in the case of the Chairman) to any provision of the Investment Deed, an ordinary resolution to that effect is passed;
- (I) in the case of an Investor Director, an Investor Direction to that effect is given;
- (J) in the case of a Manager Director, a Manager Direction to that effect is given;
- (K) in the case of a Director who is employed by any Group Company, such employment ends for any reason; or
- (L) in the case of a Director who is engaged by the Company as a non-executive Director, such engagement ends for any reason.

## **11 Directors' Expenses**

The Company may pay any reasonable expenses which the Directors (including any alternate director) or the Company Secretary properly incur in connection with their attendance at meetings of Directors or committees of Directors, general meetings, or separate meetings of the holders of any class of Shares or of debentures of the Company, or otherwise (other than in respect of the Investor Directors) in connection with the proper exercise of their powers and the discharge of their responsibility in relation to the Group (but not the discharge of their responsibilities to any Shareholder, member of the Defined Group or other person).

## **12 Shares: General**

- 12.1 All Shares shall be issued fully paid.
- 12.2 Subject to these Articles and to the terms of the Investment Deed, but without prejudice to the rights attached to any existing Share, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 12.3 The Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the relevant Shareholder, and the Directors may determine the terms, conditions and manner of redemption of any such Shares.

12.4 The directors are generally and unconditionally authorised for the purposes of section 551 of the CA 2006 to exercise all the powers of the Company to allot shares in the Company and to grant rights to subscribe for or to convert any security into shares in the Company on and subject to such terms as the directors may determine up to an aggregate of:

(A) 2,500 Growth 1 Shares; and

(B) 2,500 Growth 2 Shares

provided that (unless previously revoked, varied or renewed by the Company) this authority will expire on 30 April 2022, save that the directors may, before this authority expires, make offers or agreements which would or might require shares in the Company to be allotted, or rights to subscribe for or convert securities into shares to be granted, after its expiry and the directors may allot shares or grant rights to subscribe for or convert securities into shares pursuant to such offers or agreements as if this authority had not expired.

12.5 The authority conferred by Article 12.4 is in addition to the authority already conferred to allot the F Shares as envisaged by Article 14.1(B).

12.6 Subject to the Companies Act 2006 but without prejudice to any other provision of these Articles, the Company may purchase its own shares in accordance with Chapter 4 of Part 18 of the Companies Act 2006, including (without limitation) out of capital in accordance with section 692(1ZA) of the Companies Act 2006.

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

12.8 The Company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

12.9 Every certificate must specify:

(A) in respect of how many Shares and of what class, it is issued;

(B) the nominal value of those Shares;

(C) that the Shares are fully paid; and

(D) any distinguishing numbers assigned to them,

and no certificate may be issued in respect of Shares of more than one class. Certificates must have affixed to them the Company's common seal, or be otherwise executed in accordance with the Companies Acts.

12.10 If more than one person holds a Share, only one certificate may be issued in respect of it and delivery to one joint Shareholder shall be a sufficient delivery to all of them.

12.11 If a certificate issued in respect of a Shareholder's Shares is damaged or defaced, or said to be lost, stolen or destroyed, that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares. A Shareholder exercising the right to be issued with such a replacement certificate may at the same time exercise the right to be issued with a single certificate or separate certificates and (if it is damaged or defaced) must return the certificate

which is to be replaced to the Company, and must comply with such conditions as to evidence and indemnity as the Directors decide.

## 13 Share Rights

### 13.1 Dividend Rights

- (A) The Growth 1 Special Dividend shall accrue on each Growth 1 Share for the time being in issue from (but excluding) their allotment up to and including the LDC Second Investment Date (or, if earlier, up to and including 26 March 2022) daily at the rate of 10 per centum per annum on the Issue Price of such Growth 1 Share. No such dividend (or equivalent dividend) shall accrue on any Growth 2 Share or on any Equity Share.
- (B) No recommendation of the Board, no Investor Consent and no Manager Consent shall be required for the accrual of the Growth 1 Special Dividend on each Growth 1 Share (if it arises under Article 13.1(A)) but (save as envisaged by Article 13.2(B)) the Growth 1 Special Dividend shall not be paid (in whole or part) unless there are Available Profits for the purpose and (a) the Board recommend payment of the same and (b) there is both (i) Investor Consent and (ii) Manager Consent for its payment;
- (C) Subject to the accrual and payment of the Growth 1 Special Dividend (if it arises under Article 13.1(A)) any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed:
  - (i) as to 50% amongst the holders of the Equity Shares (*pari passu* as if the same constituted one class of share) according to the number of Equity Shares held by the relevant Shareholder at the relevant time; and
  - (ii) as to 50% amongst the holders of the Growth 1 Shares and Growth 2 Shares (*pari passu* as if the same constituted one class of share) according to the number of Growth 1 Shares and Growth 2 Shares held by the relevant Shareholder at the relevant time.

### 13.2 Return of Capital Rights

Subject to Article 13.3, on a return of capital on liquidation or otherwise (except on a redemption or on a purchase by the Company of any Shares) the surplus assets of the Company remaining after payment or discharge of its liabilities (including any third party facilities with a senior ranking to the A1 Loan Notes but excluding any liability in respect of Loan Stock) and all other sums payable in priority shall be distributed to and among the holders of the Loan Stock, the Growth 1 Shares, the Growth 2 Shares and the Equity Shares as follows:

- (A) first, in full repayment (*pari passu*) of the A1 Loan Stock, the A2 Loan Stock and the A3 Loan Stock (including all accrued but unpaid interest);
- (B) second, in payment *pari passu* of all accrued but unpaid interest on the C Loan Stock;
- (C) third, in repaying *pari passu* the principal on the C Loan Stock;
- (D) fourth, in payment of the Growth 1 Special Dividend accrued but unpaid on each Growth 1 Share;
- (E) fifth, in repaying *pari passu* the Issue Price on each Growth 1 Share and (if any) each Growth 2 Share;

- (F) lastly, the amount (if any) remaining shall be divided into two equal 50% pools (**New Pool** and **Old Pool**) and:
- (i) (subject to Article 13.4) the New Pool shall be paid to and amongst the holders of the Growth 1 Shares and (if any) Growth 2 Shares (*pari passu* as if the same constituted one class of share) according to the number of Growth 1 Shares and Growth 2 Shares held by the relevant Shareholder at the relevant time; and
  - (ii) the Old Pool shall be paid to and amongst the holders of B Loan Stock and the Equity Shares as follows:
    - (a) first in full repayment *pari passu* of the B Loan Stock (including all accrued but unpaid interest);
    - (b) second in repaying *pari passu* the Issue Price on each Equity Share;
    - (c) lastly (subject to Article 13.3) to and amongst the holders of the Equity Shares *pari passu* as if the same constituted one class of share) according to the number of Equity Shares held by the relevant Shareholder at the relevant time.

### 13.3 Cap on Leaver's Relevant B Shares

- (A) The Relevant Capped Part (as defined in Article 13.3(B)) of a Leaver's Relevant Shares that are B Ordinary Shares (the "**Leaver's Relevant B Shares**") shall be capped at a value to be determined as follows:
- (i) calculate the "**Enterprise Value**" (being six times the EBITDA);
  - (ii) deduct from the Enterprise Value the full amount payable by the Group to repay as at that date the amounts advanced and outstanding under the Facilities Agreement, the A1 Loan Stock, A2 Loan Stock, A3 Loan Stock and the C Loan Stock (including in each case all accruals and or arrears of interest) with the resultant balance being the "**Capital Value**";
  - (iii) allocate the Capital Value to the Equity Shares, the Growth 1 Shares and Growth 2 Shares, B Loan Stock in accordance with Article 13.2 as if the same were the surplus to be allocated under that Article and thereby determine the value of the B Shares together as if one class (the "**B Class Value**"); and
  - (iv) cap the value of the Relevant Capped Part of the Leaver's Relevant B Shares at an amount equal to that proportion of the B Class Value which such B Shares represent of the B Class at that date.
- (B) For the purposes of this Article 13.3 the Relevant Capped Part shall be:
- (i) 10% where the Leaver is a Good Leaver;
  - (ii) 50% where the Leaver is a Bad Leaver; and
  - (iii) 90% where the Leaver is a Very Bad Leaver,
- and any fraction shall be rounded up to the nearest whole Share.

- (C) Once fixed by this Article 13.3 the cap on the value of the Relevant Capped Part of the Leaver's Relevant B Shares shall not be altered by any subsequent transfer of such shares or by the subsequent operation of this Article 13.3 on any other person becoming a Leaver.

#### 13.4 Cap on Leaver's Relevant Growth 1 Shares

- (A) The Relevant Capped Part (as defined in Article 13.3(B)) of a Leaver's Relevant Shares that are Growth 1 Ordinary Shares (the "**Leaver's Relevant Growth 1 Shares**") shall be capped at a value to be determined as follows:

- (i) calculate the "**Enterprise Value**" (being six times the EBITDA);
- (ii) deduct from the Enterprise Value the full amount payable by the Group to repay as at that date the amounts advanced and outstanding under the Facilities Agreement, the A1 Loan Stock, A2 Loan Stock, A3 Loan Stock and the C Loan Stock (including in each case all accruals and or arrears of interest) with the resultant balance being the "**Capital Value**";
- (iii) allocate the Capital Value to the Equity Shares, the Growth 1 Shares and Growth 2 Shares, B Loan Stock in accordance with Article 13.2 as if the same were the surplus to be allocated under that Article and thereby determine the value of the New Pool; and
- (iv) cap the value of the Relevant Capped Part of the Leaver's Relevant Growth 1 Shares at an amount equal to the Issue Price for the Leaver's Relevant Growth 1 Shares plus that proportion of the New Pool which such Growth 1 Shares represent of Growth 1 Shares and Growth 2 Shares together as if one class at that date.

- (B) For the purposes of this Article 13.4 the Relevant Capped Part shall be:

- (i) 10% where the Leaver is a Good Leaver;
- (ii) 50% where the Leaver is a Bad Leaver; and
- (iii) 90% where the Leaver is a Very Bad Leaver,

and any fraction shall be rounded up to the nearest whole Share.

- (C) Once fixed by this Article 13.4 the cap on the value of the Relevant Capped Part of the Leaver's Relevant Growth 1 Shares shall not be altered by any subsequent transfer of such shares or by the subsequent operation of this Article 13.4 on any other person becoming a Leaver.

#### 13.5 Voting Rights

- (A) Subject to Article 13.5(B) and to Article 13.7:

- (i) on a show of hands, every Shareholder holding one or more Equity Shares (not being an F Ordinary Share) who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy, shall have one vote;

- (ii) on a poll, every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every Equity Share (not being an F Ordinary Share) of which he is the holder, save that:
- (a) the aggregate voting rights conferred by all issued A Ordinary Shares shall be at least 25.1% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each A Ordinary Share shall have its voting right increased;
  - (b) the aggregate voting rights conferred by all issued B3 Ordinary Shares shall be at least 5% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each B3 Ordinary Share shall have its voting right increased;
  - (c) whenever under this Article 13.5(A) the voting rights conferred by the B3 Ordinary Shares is more than 1 vote per Share, the voting rights conferred by the B1 Ordinary Shares shall be proportionately reduced so that, in aggregate, the voting rights conferred on all the B1 Ordinary Shares and B3 Ordinary Shares is equal to total number of shares of those two classes for the time being in issue;
  - (d) the aggregate voting rights conferred by all issued C Ordinary Shares shall be limited to 1.13% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each C Ordinary Share shall have its voting right reduced;
  - (e) the aggregate voting rights conferred by all issued D Ordinary Shares shall be limited to 0.75% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each D Ordinary Share shall have its voting right reduced;
  - (f) the aggregate voting rights conferred by all issued E Ordinary Shares shall be at least 5% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each E Ordinary Share shall have its voting right increased; and
  - (g) subject to Article 13.5(B) for so long as an LDC Entity shall be the legal and/or beneficial owner of Shares, such Shares so held by LDC Entities shall not together confer more than 49.9% of the total voting rights of all Shares at any time;
- (iii) on a written resolution, every Shareholder holding one or more Equity Shares (not being an F Ordinary Share) as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Equity Share of which he is the holder, save that;



- (a) the aggregate voting rights conferred by all issued A Ordinary Shares shall be at least 25.1% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each A Ordinary Share shall have its voting right increased;
  - (b) the aggregate voting rights conferred by all issued B3 Ordinary Shares shall be at least 5% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each B3 Ordinary Share shall have its voting right increased;
  - (c) whenever under this Article 13.5(A) the voting rights conferred by the B3 Ordinary Shares is more than 1 vote per Share, the voting rights conferred by the B1 Ordinary Shares shall be proportionately reduced so that, in aggregate, the voting rights conferred on all the B1 Ordinary Shares and B3 Ordinary Shares is equal to total number of shares of those two classes for the time being in issue;
  - (d) the aggregate voting rights conferred by all issued C Ordinary Shares shall be limited to 1.13% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each C Ordinary Share shall have its voting right reduced;
  - (e) the aggregate voting rights conferred by all issued D Ordinary Shares shall be limited to 0.75% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each D Ordinary Share shall have its voting right reduced;
  - (f) the aggregate voting rights conferred by all issued E Ordinary Shares shall be at least 5% of the voting rights conferred by all Equity Shares (before taking account of Article 13.5(B)) and (to the extent necessary to achieve this) each E Ordinary Share shall have its voting right increased; and
  - (g) subject to Article 13.5(B) for so long as an LDC Entity shall be the legal and/or beneficial owner of Shares, such Shares so held by LDC Entities shall not together confer more than 49.9% of the total voting rights of all Shares at any time; and
- (iv) an F Ordinary Share shall not entitle its holder to receive notice of, or to attend or vote at, any general meeting or to receive, agree to, or pass any written resolution.
- (B) If a Material Default has occurred and the Majority A Holders deliver a Material Default Notice to the Company in accordance with the Investment Deed, then with effect from the date of the Material Default Notice and subject to applicable law and regulation, the voting rights attaching to the A Ordinary Shares shall, subject to applicable law and regulation, be amended to the effect that in relation to any resolution of the Company (whether proposed at a general meeting of the Company or as a written resolution) the A Ordinary Shares (whether or not held by or on behalf of any LDC Entity) shall (on a poll or for the purposes of a written resolution) have 75% of the votes of the Shares,

provided that, in the circumstances specified in clause 6.8 of the Investment Deed, this Article 13.5(B) shall automatically cease to apply.

- (C) Whenever, and to the extent to which, the service of a Material Default Notice results (or would result) in the Shares held by LDC Entities together conferring more than 49.9% of the total voting rights of all Shares, any LDC Entity may, notwithstanding any other provision of these Articles or the Investment Deed, by deed(s) executed before, on or after the service of such Material Default Notice assign to any other person or persons (whether or not a Shareholder and without any requirement already to be, or to become, party to the Investment Deed) some or all of such voting rights, provided that, in the circumstances specified in clause 6.8 of the Investment Deed upon which Article 13.5(B) shall automatically cease to apply, any assignment of voting rights shall automatically cease and determine.
- (D) The Growth 1 Shares and the Growth 2 Shares shall not entitle their holders:
  - (i) to receive notice of, to attend, or to vote at, any general meeting of the Company; or
  - (ii) to receive, to vote on, or to agree to, any written resolution of the Company.

### 13.6 Class rights

- (A) Whenever the capital of the Company is divided into different classes of Shares:
  - (i) the special rights attached to any class (not being F Ordinary Shares) may be varied or abrogated with the consent in writing of the holders of 75% in nominal value of the issued Shares of that class and a special resolution of the Company and (for this purpose) all classes of B Shares shall be treated as one and the same class; and
  - (ii) the special rights attached to any F Ordinary Shares may be varied or abrogated by a special resolution of the Company without requiring any separate consent or sanction from the holders of the F Ordinary Shares.
- (B) Unless otherwise expressly provided by the terms of their issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:
  - (i) the creation, allotment or issue of further Shares, or securities convertible into shares, ranking subsequent to, *pari passu* with, or in priority to them, or the issue of any debt securities by the Company, or the purchase or redemption by the Company of its own Shares in accordance with the Companies Act 2006 or the Investment Deed; and
  - (ii) the creation, allotment or issue of any further Shares, or securities convertible into shares on a non-pre-emptive basis, pursuant to these Articles or the Investment Deed.
- (C) In the event of a Listing, the Shares of each class shall, on or just before the occurrence of such Listing, automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares all of the same class and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 13.2 on the basis that the Listing Shares are valued at the

Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).

- (D) Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 13.6(C) shall be made on the following terms:
- (i) the consolidation, subdivision and/or redesignation shall take effect on the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and
  - (ii) the Company shall issue to the relevant Shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within two (2) months of conversion in accordance with Article 13.6(C)) resulting from the consolidation, subdivision and/or redesignation.
- (E) Following any conversion of Shares pursuant to Article 13.6(C), the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent and Manager Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 13.6(C) shall not constitute a variation of the rights attaching to any class of Shares.
- (F) Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Companies Act 2006) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.
- (G) In the event of a Listing, it is anticipated that, with effect on the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 13.6(C), new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent and Manager Consent) and also by Shareholders by written resolution or in general meeting shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 13.6(G) shall not constitute a variation of the rights attaching to any class of Shares.

### 13.7 Disenfranchisement of a Leaver's Relevant Shares

- (A) Upon any person becoming a Leaver, all the related Leaver's Relevant Shares shall cease to confer voting rights on their holder(s), or to entitle their holder(s) to receive notice of, or to attend or vote at, any general meeting or class meeting or to receive, vote on or agree to any written resolution, and (where such Leaver's Relevant Shares are B Ordinary Shares) the subsequent provisions of this Article 13.7 shall apply.
- (B) For so long as at least one of Mike Joseph and Darren Joseph is not a Leaver, the voting rights that (but for this Article 13.7) would have been conferred by any Leaver's Relevant Shares that are B Ordinary Shares (whoever the Leaver and whenever he became a Leaver) shall be reallocated among all holders for the time being of B

Ordinary Shares which are not Leaver's Relevant Shares and attached to such B Ordinary Shares pro rata to their holdings for the time being of B Ordinary Shares which are not Leaver's Relevant Shares.

- (C) If both of Mike Joseph and Darren Joseph are Leavers (whether or not they became Leavers at the same time) Article 13.7(B) shall no longer apply and the voting rights attached to any Leaver's Relevant Shares that are B Ordinary Shares (whoever the Leaver and whenever he became a Leaver) shall absolutely cease and determine and may not be exercised by any person.

#### **14 Disapplication of Pre-Emption Rights**

- 14.1 The pre-emption provisions in sections 561 and 562 of the Companies Act 2006 shall not apply to:

- (A) any allotment (in one allotment or a number of allotments) and issue of equity securities of any class required pursuant to the terms of the Investment Deed; or
- (B) the allotment (in one allotment or a number of allotments) and issue of up to 5,500 F Ordinary Shares in aggregate in accordance with an employee share or bonus scheme approved in accordance with the terms of the Investment Deed (of which 2,746 F Ordinary Shares have already been allotted on the adoption of these Articles),

and for these purposes, if the equity securities in question comprise the grant of a right to subscribe for, or to convert securities into, any Share in the Company, then they shall be regarded as paid up in the same way in which those Shares would be paid up on exercise of that right.

- 14.2 For the purposes of this Article 14, references to "equity securities" shall be construed in accordance with section 560(1) of the Companies Act 2006.

#### **15 Provisions applying on every Transfer of Shares**

- 15.1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor. No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share and the Company may retain any instrument of transfer which is registered.
- 15.2 The transferor remains the holder of a Share until the transferee's name is entered in the register of members as Shareholder in respect of it.
- 15.3 The Board shall refuse to register any transfer of Shares made in contravention of the provisions of these Articles but shall not otherwise be entitled to refuse to register any transfer of Shares. Any transfer of Shares made or purported to be made in contravention of the provisions of these Articles shall be void and have no effect. If the Board refuses to register a transfer of a Share, it shall comply with the requirements of the Companies Act 2006 to give the transferee notice of such refusal together with reasons as soon as practicable and in any event within two (2) months after the date on which the transfer was lodged.
- 15.4 No Shares may be Disposed of:
- (A) other than in accordance with Article 16 or the Investment Deed; and

- (B) if the proposed transferee has not entered into an agreement to be bound by the Investment Deed when required by, and in the form required by, that agreement.

## **16 Permitted Transfers of Shares**

- 16.1 Permitted Transfers by Investors Subject to Article 15 the Investors may with Investor Consent transfer any of their Shares to any member of the Defined Group or to any trustee or nominee for any such member, provided that the transferee gives a written undertaking to the Company that in the event of the transferee (or the person for which it holds shares as trustee or nominee) ceasing to be part of the Defined Group, immediately prior to it so ceasing such Shares shall be transferred to another member of the Defined Group or to their trustee or nominee.

### **16.2 Other Permitted Transfers**

(A) Transfers from an Employee Trust

Subject to Article 15, the trustee or trustees of an Employee Trust may, in accordance with any share scheme or similar arrangement approved by the Board, at any time transfer all or any Shares to an Employee.

(B) Transfers with Investor Consent and Manager Consent

Subject to Article 15 a transfer of any Shares made with Investor Consent and Manager Consent may be made without restriction as to price or otherwise.

(C) Transfers pursuant to a Listing or Articles 18 and 19

Subject to Article 15, a transfer of any Share made pursuant to and in accordance with a Reorganisation, a Listing, or Articles 18 and 19 may be made.

(D) Transfers to Privileged Relations or Family Trusts

Any Manager or Non-Executive may, at any time, transfer Shares held by him to an adult Privileged Relation or to the adult trustees of a Family Trust, provided that:

- (i) any transfer of Shares by a Manager or Non-Executive to a Privileged Relation or to trustees of a Family Trust pursuant to this Article 16.2(D) will be on terms that the Privileged Relation or trustees (as the case may be) shall:
  - (a) undertake to exercise all voting rights attaching to such Shares and to sign all proxies, consents to short notice and other documents relating to such exercise in accordance with the directions of that Manager or Non-Executive;
  - (b) give that Manager or Non-Executive full unconditional and irrevocable authority to sell such Shares on behalf of the trustees or Privileged Relation (as the case may be) on a Listing, a Share Sale or a Reorganisation or pursuant to Article 19; and
  - (c) if and whenever a Privileged Relation to whom Shares have been transferred pursuant to this Article 16.2(D) ceases to be a Privileged Relation of the relevant Manager or Non-Executive:
    - (1) the relevant Manager or Non-Executive shall notify the Company in writing that such cessation has occurred; and

- (2) on the date of such cessation the former Privileged Relation shall transfer the Shares held by the former Privileged Relation to the relevant Manager or Non-Executive or to another Privileged Relation or trustee of a Family Trust of that Manager or Non-Executive and such Shares may not otherwise be transferred by that former Privileged Relation.

(E) Transfers by Privileged Relations and Family Trusts

- (i) The Privileged Relations to whom Shares are transferred by a Manager or Non-Executive pursuant to Article 16.2(D) may transfer such Shares back to that Manager or Non-Executive or to another adult Privileged Relation or Family Trust of that Manager or Non-Executive (subject to the restrictions contained in Article 16.2(D)).
- (ii) Where any Shares are held by trustees upon a Family Trust:
  - (a) on any change of trustees such Shares may be transferred to the new adult trustees of that Family Trust; and
  - (b) such Shares may be transferred at any time to the settlor provided the settlor is a Manager or Non-Executive or, subject to the restrictions contained in Article 16.2(D), to an adult Privileged Relation of the Manager or Non-Executive who is the settlor or to another Family Trust of which the Manager or Non-Executive is the settlor.

16.3 Transfers in respect of Leavers

- (A) Within the period commencing on the relevant Leaving Date and expiring at midnight on the date which falls six (6) months from and including the Leaving Date or (where the person is a Very Bad Leaver) expiring at midnight on the date which falls thirteen (13) months from and including the Leaving Date, the Company acting by its Remuneration Committee may (with Investor Consent) and, if the Leaver is a Very Bad Leaver or a Non-Executive Bad Leaver, must on an Investor Direction, serve a written notice on a Leaver notifying him that he is, with immediate effect, deemed to have served one or more Transfer Notices in respect of such number and class of his Leaver's Shares as is specified in the written notice (the "**Sale Shares**"), in which event the provisions of Articles 17 and 18 shall apply.
- (B) At any time after service of a written notice pursuant to Article 16.3(A) (a "**Leaver Notice**") but before completion of the transfer of Sale Shares referred to in such Leaver Notice, the Company acting by its Remuneration Committee may (with Investor Consent) revoke or reduce the extent of the Leaver Notice relating to a Leaver's Shares, in which case the transfer of the Leaver's Shares contemplated by such Leaver Notice shall not take place (or, as the context may require, shall take place as so reduced) and no Transfer Notice (or a suitably modified Transfer Notice) shall be deemed to have been served in respect of the Leaver Shares. Revocation or modification of a Leaver Notice in accordance with this Article 16.3(B) shall not preclude the Company acting by its Remuneration Committee (with Investor Consent) from serving a further Leaver Notice.

16.4 Transfers back to original transferor

If any Shareholder (the "**Transferee**") holds Shares as a result of a transfer made after the date of the adoption of these Articles by a person (the "**Transferor**") in relation to whom such Shareholder was a permitted transferee under the provisions of Articles 16.1 or 16.2 and the Transferee ceases at any time to be within a permitted transferee relationship with the Transferor (where applicable), the Transferee shall, subject to Article 20.2, within 30 days of receipt of a direction by the Company to that effect, transfer all Shares held to the Transferor (or to any other permitted transferee of the original Transferor provided such other permitted transferee shall also be a deemed Transferee of the original Transferor for the purposes of this Article 16.4) for the same price per Share that they were originally transferred to the Transferee (or the Issue Price if they have been issued by the Company directly to the Transferee after the date of the original transfer).

## **17 Transfer Notice Sale Price**

17.1 In the event that a Shareholder is deemed to have served a Transfer Notice, the provisions of Article 18 shall apply to the Sale Shares and such Shareholder shall be obliged to transfer its Shares in accordance with that Article at a price determined in accordance with this Article 17 (the "**Sale Price**"), such price to be paid to the transferee in cash.

17.2 Subject to Article 13.3 and Article 13.4 the Sale Price shall be:

(A) in the case of a Good Leaver or Non-Executive Good Leaver, Market Value (as at the Leaving Date) for all of his Sale Shares;

(B) in the case of:

(i) a Bad Leaver; or

(ii) a Very Bad Leaver; or

(iii) a Non-Executive Bad Leaver,

the lower of the Issue Price and Market Value (as at the Leaving Date) for all of his Sale Shares, provided that the Company acting by its Remuneration Committee may in any particular case specify that the Sale Price of any Bad Leaver's or Very Bad Leaver's or a Non-Executive Bad Leaver's Sale Shares should be their Issue Price and, in such circumstance, there shall be no requirement to agree or determine their Market Value.

17.3 If Market Value falls to be determined by an Independent Expert:

(A) the Company shall immediately instruct the Independent Expert, once nominated pursuant to Article 17.4, to determine the Market Value on the basis which, in the Independent Expert's opinion, represents the market value of the Sale Shares at the Leaving Date on the basis that:

(i) the Market Value of the Sale Shares shall be a percentage of the market value of the total ordinary issued share capital of the Company, such percentage being equal to the percentage (by number of shares) of such total issued ordinary share capital represented by those Sale Shares (by number of shares) and shall disregard any difference in the issue price or nominal value of any issued shares;

- (ii) the market value of the total issued ordinary share capital of the Company shall be determined on the basis of a sale between a willing seller and a willing buyer of the whole of the issued ordinary share capital of the Company;
  - (iii) no premium or discount shall therefore be applied in relation to the size of any holding of Shares or the rights attached to those Shares (including the voting rights, if any) or to any difference in their nominal value or issue price; and
  - (iv) the Independent Expert shall ignore the fact that the transferability of such Leaver's Shares is restricted by these Articles or the Investment Deed;
- (B) the Independent Expert shall give his opinion on the Market Value as soon as possible after being instructed by the Company and in so doing, the Independent Expert shall be deemed to be acting as expert and not as arbitrator and the Arbitration Act 1996 shall not apply;
- (C) the written opinion of the Independent Expert shall, in the absence of fraud or manifest error, be final and binding;
- (D) the Company shall procure that any opinion required hereunder is obtained with due expedition and the cost of obtaining such opinion shall be borne by the Company unless: (a) such an arrangement would not be permitted by the Companies Act 2006; or (b) the Market Value as determined by the Independent Expert is less than the highest price (if any) which the Board had previously notified to the Leaver as being in its opinion the Market Value, in which event the cost shall be borne by the Leaver; and
- (E) the Company and the Shareholders shall co-operate with the Independent Expert to enable him to reach his determination as promptly as possible, including by co-operating with any reasonable timetable and procedure set by the Independent Expert and by providing to the Independent Expert any documents and information reasonably requested by him to assist him in his determination and the Leaver shall be entitled in strict confidence to copies of all such documentation and information save that no information need be provided to which legal professional privilege would apply in litigation or in relation to which disclosure is prohibited by law or other legally binding obligation.

17.4 The Independent Expert shall be nominated by the Company (with Investor Consent as to the identity of the Independent Expert) and the Leaver concerned or, in the event of disagreement as to nomination, shall be nominated by the Company from the Independent Experts' List or, if no firm on the Independent Experts' List is able or willing to act, shall be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales. Once nominated, the Independent Expert shall then be appointed by the Company. The terms of engagement of the Independent Expert shall, subject to the following sentence, be agreed to by the Independent Expert, the Company and the Leaver concerned and signed by (or on behalf of) the Independent Expert, the Company and the Leaver. If the Leaver fails to agree and sign the terms of engagement on or before the date falling ten (10) days after either the date of the Independent Expert's nomination or appointment or the date on which the terms of engagement are received (if later), the Independent Expert shall be validly appointed under this Article 17.4 by the Company, for and on behalf of itself and the Leaver, by the Company signing the terms of engagement and the appointment of the Independent Expert on such terms, and the Independent Expert's determination of Market Value (subject only to Article 17.3(C)), shall be binding on all parties.



- 17.5 In the event that any Independent Expert appointed under this Article 17 dies or becomes unwilling or incapable of acting then the matters to be determined by the Independent Expert shall be referred for determination under this Article to a replacement Independent Expert and the provisions of Articles 17.3 and 17.4 shall apply to the appointment of that replacement as if he were the first Independent Expert appointed.

## **18 Leaver Share Transfers**

- 18.1 Unless the Board at any time after the Leaving Date shall have resolved that the Company should first have the right to buy back some or all of the Sale Shares at the Sale Price, in which event the Company shall have a period of 42 days in which to effect such purchase (such shares to be cancelled by the Company on purchase unless otherwise directed by an Investor Direction and a Manager Direction), the Company shall, within 14 days following the Start Date (or, if later, within 14 days of the Company completing any purchase of some, but not all, of the Sale Shares), give written notice in hard copy form to each of the holders of A Ordinary Shares and B Ordinary Shares (other than, if relevant, the Seller or any other person who is a Leaver) offering for sale the entire legal and beneficial ownership of the Sale Shares at the Sale Price (or such of them as the Company shall not have already so purchased), provided that, if the Board considers that the provisions of this Article could mean that the offer of the Sale Shares would require a prospectus in accordance with the Financial Services and Markets Act 2000, the Board shall (with Investor Consent and Manager Consent) be entitled to devise such other method of offering such Sale Shares which does not require a prospectus (including, but without limitation, offering the Sale Shares to a limited number of Shareholders selected by such method as the Board shall (with Investor Consent and Manager) determine). The notice shall specify that the Shareholder shall have a period of 25 days from the date of such notice within which to apply for some or all of the Sale Shares.
- 18.2 Sale Shares shall be offered:
- (A) as to 50% to the holders of the A Ordinary Shares;
  - (B) as to 50% to the holders of the B Ordinary Shares,
- and, within each class, in proportion (as nearly as may be) to their existing holdings of Shares in that class (in each case, the "**Proportionate Allocation**").
- 18.3 A Shareholder may, if he so desires, indicate in his application for Sale Shares that he would be willing to purchase a particular number of Shares of a class that he holds in excess of his Proportionate Allocation ("**Extra Shares**").
- 18.4 A holder of a C Ordinary Share, a D Ordinary Share, an E Ordinary Share, an F Ordinary Share, a Growth 1 Share or a Growth 2 Share shall not by virtue of such holding be entitled to any offer under this Article 18.
- 18.5 The Company shall allocate the Sale Shares as follows:
- (A) if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Shareholder shall be allocated the number applied for in accordance with his application; or
  - (B) if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Shareholder shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied and the balance of the Sale Shares shall be allocated amongst those Shareholders applying for Extra Shares in

such proportions as equal (as nearly as may be) the proportions of all the Shares to which the offer is treated as having been made held by such Shareholder or (in the case of a Shareholder who has informed the Company under section 152(2) or (3) of the Companies Act 2006 that it is not exercising all of the rights attaching to the Shares of that class registered in its name or that it is exercising such rights in different ways) in proportion to the number of Shares to which the offer is treated as having been made, over which such rights are being exercised in any particular way, in favour of an application for Sale Shares. The Extra Shares shall be allocated to the applying Shareholders on the basis set out above until all Extra Shares are allocated save that no Shareholder shall be allocated more Extra Shares than it has applied for. Fractional entitlements to Shares shall be ignored.

- 18.6 Fractions of Shares which would otherwise be allocated to Shareholders under Article 18.5 shall be consolidated and allocated by the drawing of lots in any manner thought appropriate by the Directors provided no Shareholder shall be allocated more Shares than it has applied for. Allocations of Sale Shares made by the Company pursuant to this Article shall constitute the acceptance by the Shareholders to whom they are allocated of the offer to sell those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase.
- 18.7 The Company shall forthwith upon allocating any Sale Shares give written notice in hard copy form (a "**Sale Notice**") to the Seller and to each person to whom Sale Shares have been so allocated of the number of Sale Shares so allocated and the aggregate price payable therefor. Completion of the sale and purchase of those Sale Shares in accordance with the Sale Notice shall take place, subject to Article 20.2, within seven (7) days after the date of the Sale Notice whereupon the Seller shall, upon payment of the price due in respect thereof, transfer those Sale Shares specified in the Sale Notice to the persons to whom they have been allocated and deliver the relevant Share certificates.
- 18.8 Save in the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to this Article 18, the Company may receive the relevant purchase money from the purchaser and may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when the instrument has been duly stamped (if necessary), the Company shall cause the name of the purchaser to be entered in the register of members as the holder of such Sale Shares and shall hold the purchase money on trust (without interest) for the Seller. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to this Article 18, the Company may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and to execute any other documentation required to be signed by the Seller to give effect to the acquisition of Sale Shares by the Company and thereafter, when such instrument of transfer or the return of purchase of own shares has been duly stamped, the Company shall cause such shares to be cancelled or held as treasury shares in accordance with the Companies Act 2006 and shall hold the purchase money on trust (without interest) for the Seller.
- 18.9 If not all of the Sale Shares are sold under the pre-emption provisions contained in Articles 18.1 to 18.6 (inclusive), the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller by way of written notice in hard copy form. The Seller shall not be entitled to Dispose of any of the Sale Shares for which no buyer has been found other than as otherwise

permitted or required by these Articles and the Investment Deed and with the extra requirement of prior Board approval.

- 18.10 For the purposes of this Article 18, references to the holders of Equity Shares (not being a Leaver) who are to be offered any Shares the subject of a Transfer Notice (and references to the number of Shares of any particular class held by such Shareholders) shall be deemed to be a reference to those Shareholders who are on the register (and to such Shareholder's holdings of Shares) at the close of business on the date of the Transfer Notice, other than any Shareholder who at any time before such offer is made has given (or is deemed to have given) a current Transfer Notice in respect of any Shares. Any such Shareholder who has given or who is deemed to have given a Transfer Notice at the relevant time, shall be deemed to hold only those Shares registered in its name and which are not the subject of the Transfer Notice (if any).

## 19 Tag Along and Drag Along

### 19.1 Tag Along

(A) Subject to Article 19.1(B) no sale or transfer of the legal or beneficial interest in any A Ordinary Shares or Growth 2 Shares (the "**Investor Shares**") may be made by any Shareholder (a "**Proposed Seller**") or validly registered unless:

(i) before any such sale or transfer (a "**Proposed Sale**") occurs, the proposed purchaser made an offer by written notice (stipulated to be open for acceptance for a period of at least 14 days, such period not to expire after completion of the Proposed Sale (the "**Offer Period**")) to purchase (in addition to the Investor Shares to be acquired from Proposed Seller):

(a) where (as a result of such sale or transfer of the Investor Shares) the proposed purchaser and its Affiliates obtain a holding of more than 50% of the total number of A Ordinary Shares in issue, all the other issued Shares (including any Shares which may be allotted during the Offer Period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or the conversion of securities convertible into Shares, in existence at the date of such offer); or

(b) in all other cases, the Equivalent Proportion of the Shares held by all other Shareholders (including any Shares which may be allotted during the Offer Period or upon the offer becoming unconditional pursuant to the exercise or conversion of options or rights to subscribe for or the conversion of securities convertible into Shares, in existence at the date of such offer),

at the highest consideration per Share attributed by the proposed purchaser or his nominee for the relevant Investor Share (meaning where the Share is an Equity Share, the Investor Share that is an A Share and where the Share is a Growth 1 Share, the Investor Share that is a Growth 2 Share) and, where such consideration is not cash, with the option of such consideration or an alternative cash consideration of an equivalent value (such offer being a "**Tag Offer**"). A Tag Offer may be accepted by each offeree at any time during the Offer Period by written notice to the Company specifying that he wishes to accept the Tag Offer made to him and, if applicable, what form of consideration he wishes to opt for (provided that if he does not make an election as to the form of consideration, it shall be paid in cash). To the extent that any such Tag Offer

has not been so accepted in the Offer Period, it shall be deemed to have been rejected. Each Shareholder who accepts a Tag Offer may withdraw such acceptance if that Proposed Sale (including the transfer of Shares under accepted Tag Offers) does not complete within six (6) months of the end of the Offer Period; and

- (ii) at the same time as any sale or transfer is made or registered by the Proposed Seller pursuant to the Proposed Sale, each such accepted Tag Offer is completed and the consideration thereunder paid (except insofar as failure to complete is due to the fault of the offeree).

- (B) The provisions of this Article 19.1 shall not apply to the transfer of Shares pursuant to Articles 16.1 16.2 or 16.4 or where Article 19.2 applies and a Sale Notice has been or is to be served in the context of such transfer.

#### 19.2 Drag Along - general

- (A) This Article 19.2 applies in the event that a Third Party Purchaser has made a *bona fide* offer in writing on arm's length terms (such Third Party Purchaser being an "**Offeror**") to purchase all of the Shares then in issue (a "**Qualifying Offer**") and holder(s) of all of the A Ordinary Shares then in issue have at the relevant time indicated in writing that they accept the Qualifying Offer (such Shareholders being the "**Accepting Holders**").
- (B) The Accepting Holders may, together, give written notice in hard copy form or may, together, direct the Offeror to give written notice in hard copy form (each a "**Sale Notice**") to all (but not some) of the remaining Shareholders (and any other persons who at the date of the Sale Notice have rights (whether or not contingent) granted by the Company to acquire Shares) (the "**Other Holders**").
- (C) Upon the Sale Notice being deemed to have been received by them in accordance with Article 31.7, each Other Holder shall thereupon become bound to agree to transfer the legal and beneficial interest in their Shares to the Offeror (or his nominee) with full title guarantee for an amount per Share equal to the highest price per Share payable to the Accepting Holders for their Shares of the same type (meaning where the Share is an Equity Share, for an A Share and where the Share is a Growth 1 Share, for a Growth 2 Share), on the date on which the Accepting Holders transfer their relevant Shares to the Offeror (the "**Sale Completion Date**"), provided that the Sale Completion Date is within seven (7) months of the date the Sale Notice was sent.
- (D) If the consideration for any Qualifying Offer is not cash consideration, the Offeror shall offer the Other Holders the option of that consideration or an alternative cash consideration of an equivalent value in respect of each Share (the "**Alternative Consideration**").
- (E) The Sale Notice shall have appended to it (in respect of each Other Holder) the following documents in the respective forms agreed between the Accepting Holders and the Offeror:
  - (i) a form of sale agreement and related transfer for each class of Share to be transferred (or which would be held following the exercise of the rights held by him) by that Other Holder containing no warranties, undertakings or indemnities from the Other Holders greater than, on a several basis, those which the Accepting Shareholders are *mutatis mutandis* willing to accept in respect of their own Shares and providing for automatic termination if the Shares to be

sold by the Accepting Shareholders have not been transferred to the Offeror by the date falling seven (7) months after the Sale Notice was sent;

- (ii) a form of power of attorney in relation to the Shares held by him and to be transferred by that Other Holder authorising the Offeror or some other person nominated by the Offeror, after completion of the sale of such Shares to the Offeror (provided such completion takes place within seven (7) months of the date the Sale Notice was sent), to exercise all rights attaching to such Shares pending any registration of the Offeror or its nominees as the holder thereof; and
  - (iii) if applicable, a form of election for the Alternative Consideration.
- (F) The Other Holders shall return the documents set out in Article 19.2(E) within 14 days of them being deemed to be received by them, in accordance with Article 31.7 together with their share certificate (s) for the Shares to be sold by them (or an indemnity for lost share certificate(s) in the form, if any, reasonably required by the Company). If an Other Holder fails to make an election in those documents in respect of whether he wishes to receive the Alternative Consideration (where available), he shall be deemed not to have elected to receive the Alternative Consideration.
- (G) If any Other Holder fails to comply in full with Article 19.2(F):
  - (i) the Directors shall authorise and instruct such person or persons as they think fit (as attorney for such Other Holder) to execute the documents referred to in Article 19.2(E) in the respective forms sent to that Other Holder and to deliver such documents to the Offeror (or its agents) and, against receipt by the Company (on trust for that Other Holder) of the consideration receivable for the Shares sold by that Other Holder, to register the Offeror or its nominees as the holder thereof, and after the Offeror or its nominees have been registered as the holder thereof the validity of such proceedings shall not be questioned by any person; and
  - (ii) the Other Holder shall be deemed to have elected not to receive the Alternative Consideration (where an election is available).
- (H) Completion of the sale to the Offeror of Shares by the Other Holders shall be simultaneous with the sale of the Shares of the Accepting Holders.
- (I) The bona fide, reasonable costs of each of the Shareholders in connection with the Qualifying Offer and the transfer of Shares thereto shall be payable by all Shareholders pro rata to their respective share of the aggregate consideration received under the Qualifying Offer.

### 19.3 Drag Along - Listing

- (A) This Article 19.3 applies in the event that:
  - (i) a person who is to be a New Holding Company for the purposes of a Listing (the "**Listing Holding Company**") has made an offer to exchange all of the Shares then in issue for new shares in that Listing Holding Company such that:
    - (a) each Equity Share shall be treated equally under that exchange; and

- (b) each Growth 1 Share and each Growth 2 Share shall be treated equally in that exchange

and the rights of the holders of any new shares in the Listing Holding Company shall not be adversely affected compared to the rights they had in respect of their Shares (a **"Listing Offer"**); and

- (ii) holders of 50% or more of the A Ordinary Shares and 50% or more of the B Ordinary Shares have at the relevant time indicated in writing that they accept the Listing Offer (the **"Accepting Listing Shareholders"**).
- (B) The person who is to be a Listing Holding Company may give written notice in hard copy form to the shareholders who have not accepted the Listing Offer (and any other persons, whether or not members, who at the date of that notice have rights (whether or not contingent) granted by the Company to acquire Shares) (the **"Other Listing Shareholders"**) and those Other Listing Shareholders shall thereupon be bound to:
- (i) accept the Listing Offer to transfer the legal and beneficial interest in their Shares to the Listing Holding Company on the same terms as the Accepting Listing Shareholders transfer their equivalent relevant Shares and on at the same time at which the Accepting Listing Shareholders transfer their relevant Shares to the Listing Holding Company (the **"Listing Completion Date"**);
  - (ii) execute and deliver on the Listing Completion Date a form of transfer for each class of Share to be transferred (or which would be held following the exercise of the rights held by him) by that Other Listing Shareholder; and
  - (iii) execute and deliver on the Listing Completion Date a form of power of attorney in relation to the Shares held (or which would be held following the exercise of the rights held by him) by that Other Listing Shareholder authorising the Listing Holding Company or some other person nominated by the Listing Holding Company, after completion of the sale of such Shares to the Listing Holding Company, to exercise all rights attaching to such Shares pending any registration of the Listing Holding Company or its nominees as the holder thereof.
- (C) If any Other Listing Shareholder fails to comply in full with Article 19.3(B), the Directors shall authorise and instruct such person or persons as they think fit to execute such documents as may be necessary to achieve such transfer (including the documents listed under Articles 19.3(B)) and to deliver such documents to the Listing Holding Company (or its agents) and to register the Listing Holding Company or its nominees as the holder thereof, and after the Listing Holding Company or its nominees have been registered as the holder thereof the validity of such proceedings shall not be questioned by any person.
- (D) The costs in connection with a Listing Offer and the transfer of Shares thereto shall be payable by the Company or the New Holding Company.

## 20 Compliance

- 20.1 For the purpose of ensuring compliance with the transfer provisions of these Articles and/or ensuring that or determining whether a particular transfer of Shares is permitted or required under the provisions of these Articles, the Directors may require any Leaver or other Shareholder proposing to transfer Shares to procure that:

- (A) such Leaver or other Shareholder;
- (B) any proposed transferee of any Shares; or
- (C) such other person as is reasonably believed to have information and/or evidence relevant to such purpose,

provides to the Company any information and/or evidence as the Directors or the Investors reasonably consider necessary or relevant for such purposes and until such information and/or evidence is provided to the satisfaction of the Directors, the Directors shall refuse to register any relevant transfer.

- 20.2 Notwithstanding any other Article, where a transfer or issue of any Shares (including any repurchase or redemption or capital reduction of Shares by the Company) or amendment in the voting rights of Shares or the resultant holdings of Shares following such transfer or issue of any Share or voting rights following such amendment, requires the approval of, and/or the submission of a notification to, any governmental, taxation or regulatory body prior to transfer or issue or change, such transfer or issue or change shall be delayed and shall not be effected or registered until that approval has been obtained and/or notification has been made.

## 21 Dividends

### 21.1 Procedure for declaring dividends

- (A) Subject to Article 13.1:
  - (i) the Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends;
  - (ii) no dividend may be declared or paid unless it is in accordance with Shareholders' respective rights. Unless the Shareholders' resolution to declare or the Directors' decision to pay a dividend, or the terms on which Shares are issued, specify otherwise, it must be paid by reference to each Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it; and
  - (iii) the Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

### 21.2 Payment of dividends and other distributions

- (A) Where a dividend or other sum which is a distribution is payable in respect of a Share, it must be paid by one or more of the following means:
  - (i) transfer to a bank or building society account specified by the Distribution Recipient either in writing or as the Directors may otherwise decide;
  - (ii) sending a cheque made payable to the Distribution Recipient by post (in accordance with Article 31) to the Distribution Recipient at the Distribution Recipient's registered address (if the Distribution Recipient is the Shareholder of the Share), or (in any other case) to an address specified by the Distribution Recipient in writing or (where no such address has been specified) as the Directors may otherwise decide;

- (iii) sending a cheque made payable to such person by post (in accordance with Article 31) to such person at such address as the Distribution Recipient has specified in writing or (where no such address has been specified) as the Directors may otherwise decide; or
  - (iv) any other means of payment as the Directors agree with the Distribution Recipient in writing.
- (B) In these Articles, "**Distribution Recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:
- (i) the Shareholder of the Share; or
  - (ii) if the Share has two or more joint Shareholders, whichever of them is named first in the register of members.

#### 21.3 No interest on distributions

The Company may not pay interest on any dividend or other sum payable in respect of a Share unless otherwise provided by the terms on which the Share was issued, or the provisions of another agreement between the Shareholder of that Share and the Company.

#### 21.4 Unclaimed distributions

- (A) All dividends or other sums which are payable in respect of Shares and which are unclaimed after having been declared or becoming payable, may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed.

The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.

- (B) If 12 years have passed from the date on which a dividend or other sum became due for payment and the Distribution Recipient has not claimed it, the Distribution Recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

#### 21.5 Non-cash distributions

Subject to Article 13.1:

- (A) and subject to the terms of issue of the Share in question, the Company may, by ordinary resolution, decide to pay all or part of a dividend or other distribution payable in respect of a Share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any company); and
- (B) for the purposes of paying a non-cash distribution, the Directors may make whatever arrangements they think fit, including (where any difficulty arises regarding the distribution) fixing the value of any assets, paying cash to any Distribution Recipient on the basis of that value in order to adjust the rights of Distribution Recipients, and vesting any assets in trustees.

#### 21.6 Waiver of distributions

Distribution Recipients may waive their entitlement to a dividend or other distribution payable in respect of a Share by giving the Company notice in writing to that effect prior to the declaration



of a dividend by a general meeting, or the payment of an interim dividend decided on by the Directors, but if the Share has more than one Shareholder, or more than one person is entitled to the Share whether by reason of the death or bankruptcy of one or more joint Shareholders or otherwise, the notice is not effective unless it is expressed to be given, and signed, by all the Shareholders or persons otherwise entitled to the Share.

## **22 Capitalisation of Profits**

22.1 Subject to these Articles, the Directors may (with Investor Consent and Manager Consent), if they are so authorised by an ordinary resolution:

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

22.2 Capitalised sums must be applied on behalf of the persons entitled, and in the same proportions as a dividend would have been distributed to them.

22.3 Any capitalised sum may be applied in paying up new Shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.

22.4 A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

22.5 Subject to these Articles the Directors may:

- (A) apply capitalised sums in accordance with Articles 22.2 and 22.4 partly in one way and partly in another;
- (B) make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments or ignoring fractions altogether); and
- (C) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of Shares and debentures to them under this Article 22.

## **23 Decision-Making by Shareholders: Organisation of General Meetings**

23.1 Attendance and speaking at general meetings

- (A) A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate orally to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.
- (B) A person is able to exercise the right to vote at a general meeting when:

- (i) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (ii) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- (C) The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- (D) In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- (E) Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them. Such a meeting shall be deemed to take place where the largest group of those persons are assembled, or if there is no such group, where the chairman of the meeting is located.

### 23.2 Quorum for general meetings

- (A) No business shall be transacted at any general meeting (or adjourned meeting) unless a quorum is present. A quorum shall be two qualifying persons having the right to vote on the business to be transacted at the meeting, provided that persons who hold (or are entitled to exercise the voting rights attached to) Shares representing more than:
  - (i) 50% of the A Ordinary Shares; and
  - (ii) 50% of the B Ordinary Shares,

in issue for the time being are present unless: (a) each is a qualifying person only because he is authorised under section 323 of the Companies Act 2006 to act as the representative of a corporation in relation to a meeting and they are representatives of the same corporation; or (b) each is a qualifying person only because he is appointed as proxy of a member in relation to the meeting, and they are proxies of the same member.
- (B) Article 23.2(A)(ii) shall not apply if, at the time of the meeting, a Material Default has occurred and the Majority A Holders have delivered a Material Default Notice to the Company in accordance with the Investment Deed, provided that, in the circumstances specified in clause 6.8 of the Investment Deed, this Article 23.2(B) shall automatically cease to apply.
- (C) If a quorum is not present as a result of Article 23.2(A)(i) or (when applicable) Article 23.2(A)(ii), then the general meeting may be reconvened to conduct only the same business (or such of it as was not transacted at the original meeting) by giving notice in accordance with these Articles and, at the reconvened meeting, whichever of Article 23.2(A)(i) and Article 23.2(A)(ii) was preventing a quorum being present at the first meeting shall not apply.

### 23.3 Class meetings

Save as otherwise provided by the Companies Act 2006 in relation to meetings or resolutions of holders of a class of Shares (including without limitation meetings or resolutions to consider

the variation of class rights) the provisions of these Articles relating to general meetings and written resolutions shall apply, with any necessary modifications, to any separate general meeting or written resolution of the holders of the Shares of any class required to take place by the Companies Act 2006 or these Articles, except that the necessary quorum at any such meeting (other than a meeting to consider the variation of class rights) shall be one member holding at least 50% of the Shares of the relevant class present (in the case of an individual) in person or by proxy or (in the case of a company) by a duly authorised representative or by proxy.

#### 23.4 Chairing general meetings

A Chairman appointed in accordance with the Investment Deed shall chair general meetings if present and willing to do so. If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within fifteen minutes of the time at which a meeting was due to start:

- (A) the Directors (or Director if there is only one) present; or
- (B) if no Directors are present, any qualifying person (or, if more than one, a majority of those qualifying persons) present and entitled to vote at the meeting,

must appoint a Director or qualifying person to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting. The person chairing a meeting in accordance with this Article is referred to as the **"chairman of the meeting"**.

#### 23.5 Attendance and speaking by Directors and non-Shareholders

Directors may attend and speak at general meetings, whether or not they are Shareholders.

#### 23.6 Notice deemed received

A Shareholder present either in person or by proxy, at any meeting of the Company shall be deemed to have received notice of the meeting and, where relevant, of the purposes for which it was called.

#### 23.7 Adjournment

- (A) If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn the meeting, unless it was called at the request of the Shareholders, in which case it must be dissolved. The chairman of the meeting must also adjourn a general meeting if directed to do so by a meeting at which a quorum is present.
- (B) The chairman of the meeting may adjourn a general meeting at which a quorum is present if the meeting consents to an adjournment, or it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or to ensure that the business of the meeting is conducted in an orderly manner.
- (C) When adjourning a general meeting, the chairman of the meeting must either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors, and have regard to any directions as to the time and

place of any adjournment which have been given by the meeting (where that meeting is quorate).

- (D) Save where: (a) the adjournment is of a temporary nature lasting not more than half an hour; (b) the adjourned meeting is to be held in the same place as the original meeting; and (c) the chairman announces whilst a quorum is present the time at which the adjourned meeting shall start; at least five (5) clear days' notice shall be given of every adjourned meeting. Such notice shall be given to the same persons to whom notice of the Company's general meetings is required to be given and shall specify the time and place of the meeting and the general nature of the business to be conducted. No further notice of an adjourned meeting is required.
- (E) No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

## **24 Decision-Making by Shareholders: Voting at General Meetings**

### **24.1 Voting: General**

A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with these Articles.

### **24.2 Voting: Proxies**

- (A) Subject to Article 24.2(B), on a vote on a resolution on a show of hands at a meeting, every proxy present who has been duly appointed by one or more members entitled to vote on the resolution has one vote.
- (B) On a vote on a resolution on a show of hands at a meeting, a proxy has one vote for and one vote against the resolution if the proxy has been duly appointed:
  - (i) by more than one member entitled to vote on the resolution and the proxy has been instructed by one or more of those members to vote for the resolution and by one or more other of those members to vote against the resolution; or
  - (ii) by a member entitled to vote on the resolution (and who holds the Shares on behalf of two or more other persons) and the proxy has been instructed by that member to vote for the resolution in relation to some of the Shares held by that member and against the resolution in relation to some other of the Shares held by that member.
- (C) On a poll taken at a meeting of a company all or any of the voting rights of a member may be exercised by one or more duly appointed proxies.
- (D) Where a member appoints more than one proxy, Article 24.2(C) does not authorise the exercise by the proxies taken together of more extensive voting rights than could be exercised by the member in person.

### **24.3 Errors and disputes**

No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid. Any such objection must be referred to the chairman of the meeting, whose decision is final.

#### 24.4 Poll Votes

- (A) Subject to Article 13.5, a poll on a resolution may be demanded in advance of the general meeting where it is to be put to the vote, or at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared. Unless the chairman of the meeting determines it would be impractical or unfair to do so, polls must be taken immediately and shall be taken in such manner as the chairman of the meeting directs.
- (B) A poll may be demanded by:
  - (i) the chairman of the meeting;
  - (ii) the Directors;
  - (iii) two or more persons having the right to vote on the resolution; or
  - (iv) a person or persons representing not less than one tenth of the total voting rights of all the Shareholders having the right to vote on the resolution.
- (C) A demand for a poll may be withdrawn if the poll has not yet been taken, and the chairman of the meeting consents to the withdrawal. A demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

#### 24.5 Content of proxy notices

- (A) Proxies may only validly be appointed by a notice in writing ("**Proxy Notice**") which:
  - (i) states the name and address of the Shareholder appointing the proxy;
  - (ii) identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;
  - (iii) where the proxy is not entitled to exercise the rights attaching to all of the Shares held by that Shareholder, identifies the number of Shares in relation to which the proxy is entitled to exercise such rights;
  - (iv) is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
  - (v) is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.
- (B) Only one proxy may be appointed in any Proxy Notice and a Shareholder wishing to appoint more than one proxy must use a separate Proxy Notice for each appointment.
- (C) The Directors may require Proxy Notices to be delivered in a particular form, and may specify different forms for different purposes. Proxy Notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions or may give the proxy discretion as to how to vote on one or more resolutions.
- (D) Unless a Proxy Notice indicates otherwise, it must be treated as:

- (i) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting;
- (ii) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself; and
- (iii) allowing the person appointed under it as a proxy to exercise the rights attaching to all of the Shares held by the Shareholder appointing that person as a proxy and no person shall be entitled to challenge the validity of the exercise by such proxy of all those rights.

#### 24.6 Delivery of proxy notices

(A) A Proxy Notice and any authority under which it is signed or otherwise authenticated in such a manner as the Directors may determine (or a copy of such authority or other authentication certified notarially or by a solicitor or in some other way approved by the Directors) may:

- (i) in the case of a Proxy Notice in hard copy form; be deposited at the registered office (or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any form of proxy sent out by the Company in relation to the meeting) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- (ii) in the case of a Proxy Notice sent by electronic means where an address has been given by the Company:
  - (a) in the notice calling the meeting;
  - (b) in any form of proxy sent out by the Company in relation to the meeting;
  - (c) in any invitation to appoint a proxy issued by the Company in relation to the meeting,

be received at that address (subject to any conditions or limitations specified in the notice) at any time before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or

- (iii) in the case of a poll taken after the date of the meeting or adjourned meeting, be deposited or received as aforesaid at any time before the time appointed for the taking of the poll,

and a Proxy Notice which is not deposited, delivered or received in a manner so permitted shall be invalid. Any valid Proxy Notice shall, unless stated to the contrary in it, be valid both for the relevant meeting and for any adjournment of that meeting. In this Article 24.6, "address" includes a number or address used for the purposes of sending or receiving documents or information by electronic means.

(B) A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid Proxy Notice has been delivered to the Company by or on behalf of that person.

- (C) An appointment under a Proxy Notice may be revoked by delivering to the Company at the registered office or at any other place or address specified by the Company pursuant to Article 24.6(A) in relation to the delivery of Proxy Notices for the particular meeting concerned, a notice of revocation of authority in writing given by or on behalf of the person by whom or on whose behalf the Proxy Notice was given.
- (D) A notice revoking a proxy appointment or the authority of a person authorised by a corporation pursuant to section 323(1) Companies Act 2006, only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates or (in the case of a poll taken after the date of the meeting or adjourned meeting at which the poll was demanded) before the time appointed for taking the poll to which it relates.
- (E) Subject to Article 24.6(D), the provisions of sections 330(1) to (4) inclusive Companies Act 2006 shall apply *mutatis mutandis* to any termination of the authority of a person authorised by a corporation pursuant to section 323(1) Companies Act 2006.
- (F) If a Proxy Notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

## **25 Company Secretary**

The Company shall not be required to have a secretary, but may choose to have one. Any Company Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they think fit, and any Company Secretary so appointed may be removed by them.

## **26 Authentication**

Any Director, the Company Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company, any resolutions of the Company or the Board or any committee, and any books, records, documents and accounts relating to the business of the Company, and to certify copies of, or extracts from, them as true copies or extracts. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee which is certified in accordance with this Article shall be conclusive evidence in favour of a person dealing with the Company upon the faith of that document that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

## **27 Company Seals**

- 27.1 Any common seal may only be used by the authority of the Directors and the Directors may decide by what means and in what form any common seal is to be used.
- 27.2 Unless otherwise decided by the Directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature. For the purposes of this Article 27, an authorised person is:
  - (A) any Director;
  - (B) the Company Secretary; or

- (C) any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

## **28 Transmission of shares**

- 28.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.
- 28.2 Subject to Article 28.3, a transmittee who produces such evidence of entitlement to Shares as the Directors may properly require:
  - (A) may, subject to these Articles, choose either to become the holder of those Shares or to have them transferred to another person, and
  - (B) subject to these Articles, and pending any transfer of the Shares to another person, has the same rights as the holder from whom the transmittee derived such entitlement had.
- 28.3 Transmittees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which they are entitled, by reason of the event which gave rise to the transmission, unless they become the holders of those Shares.

## **29 Exercise of transmittees' rights**

- 29.1 Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 29.2 If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 29.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

## **30 Transmittees bound by prior notices**

If a notice is given to a Shareholder in respect of Shares and a transmittee (or any person nominated under Article 29.2) is entitled to those Shares, the transmittee (and any person nominated under Article 29.2) is bound by the notice if it was given to the Shareholder before the transmittee's name has been entered in the register of members.

## **31 Notices and Communications**

- 31.1 Notwithstanding anything to the contrary in the remainder of this Article 31, any notice or other communication required by these Articles to be given in hard copy form may only be given in hard copy form, signed by or on behalf of the person giving it, by either:
  - (A) hand delivery to the intended recipient; or
  - (B) prepaid, first-class post or (in the case of an address outside the United Kingdom) by prepaid airmail,

to an address specified for the purpose by the intended recipient or, where the intended recipient is a member, to his address shown in the Company's register of members or to the Company at its registered office.



- 31.2 Except as provided in Articles 4.3(D) or 31.1 or as otherwise provided in these Articles:
- (A) any document or information to be given, sent or supplied under these Articles by the Company shall be in writing and given, sent or supplied in any way in which the Company may send or supply documents or information in writing to the intended recipient under schedule 5 of the Companies Act 2006 including, without limitation, in hard copy form, in electronic form or by making it available on a website, subject to, and in accordance with, the requirements of that schedule; and
  - (B) any document or information to be given, sent or supplied under these Articles to the Company shall be in writing and given, sent or supplied in any way in which documents or information in writing may be sent or supplied by the sender to the Company under schedule 5 of the Companies Act 2006 (*where* the sender is a body corporate) or schedule 4 of the Companies Act 2006 (in all other cases) subject to, and in accordance with, the requirements of schedule 4 or schedule 5 of the Companies Act 2006, as applicable.
- 31.3 Articles 31.2(A) and 31.2(B) shall apply whether the document or information is authorised or required to be sent or supplied by the Companies Act 2006 or otherwise. References in Articles 31.2(A) and 31.2(B) to documents or information being given, sent or supplied by or to the Company include references to documents or information being given, sent or supplied by or to the Directors acting on the Company's behalf.
- 31.4 Articles 31.2(A) and 31.2(B) shall apply as if schedules 4 and 5 of the Companies Act 2006 required documents and information sent by post to be sent by prepaid first class post or (in the case of an address outside the United Kingdom) by prepaid airmail.
- 31.5 In the case of joint holders of a Share, all notices, documents and information shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and any notices, documents and information so given shall be sufficiently given to all the joint holders.
- 31.6 Proof that an envelope containing a notice, document or information was properly addressed, prepaid first-class (or, in the case of an address outside the United Kingdom, prepaid airmail) and posted or properly addressed and delivered by hand shall be conclusive evidence that the notice, document or information was given. Proof that a notice, document or information sent by electronic means was sent or given in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice, document or information was sent or given. The Board may require authentication of any document or information given, sent or supplied to the Company in electronic form in such manner as it may reasonably determine.
- 31.7 Except as otherwise provided in these Articles, a notice, document or information sent or supplied under these Articles or for the purposes of any provision of the Companies Acts that authorises or requires documents or information to be sent or supplied shall be deemed to have been received by the intended recipient:
- (A) where the document or information is properly addressed and sent by prepaid first-class post to an address in the United Kingdom or by airmail to an address outside the United Kingdom, 48 hours after it was posted;
  - (B) where the document or information is properly addressed and delivered by hand, when it was given or left at the appropriate address;

- (C) where the document or information is properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied unless a message has been received by the sender indicating delay (in which case it shall be deemed received when the sender receives a message that such delay is resolved) or failure in relation to that sending or supply; and
- (D) where the document or information is sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

31.8 In this Article 31, "address" includes (where the context permits) a number or address used for the purposes of sending or receiving documents or information by electronic means.

31.9 Section 1147 of the Companies Act 2006 shall not apply.

## **32 Indemnities and Funding of Proceedings**

32.1 Subject to the provisions of and so far as may be consistent with the Companies Act 2006:

- (A) the Directors may exercise all the powers of the Company to indemnify any person who is, or was at any time, a Director of the Company or any other Group Company against any liabilities incurred by or attaching to him in connection with his duties, powers or office in relation to any such company of which he is or was a Director, to the fullest extent permitted by law;
- (B) where the Company or any other Group Company is or was at any time a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006), the Directors may exercise all the powers of the Company to indemnify any person who is or was at any time a Director of that company against any liabilities incurred by him in connection with that company's activities as trustee of the occupational pension scheme, to the fullest extent permitted by law; and
- (C) the Directors may exercise all the powers of the Company to provide any Director of the Company or any of its parent undertakings from time to time with funds to meet expenditure incurred or to be incurred by him of the kind referred to in sections 205(1)(a) and 206(a) of the Companies Act 2006 and otherwise take any action to enable any such Director to avoid incurring such expenditure, to the fullest extent permitted by law.

## **33 Insurance**

33.1 Without prejudice to Article 32, the Directors may exercise all the powers of the Company to purchase and maintain insurance for, or for the benefit of, any person who is or was at any time:

- (A) a director of any Relevant Company; or
- (B) a trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of any Relevant Company or of any employees' share scheme in which employees of any such Relevant Company are interested,

including (without limitation) insurance against any liability referred to in Article 32 attaching to him in relation to any Relevant Company, or any such pension fund, retirement or other scheme or employees' share scheme.

33.2 In this Article 33, "**Relevant Company**" means the Company or any other undertaking which is or was at any time:

- (A) a parent undertaking of the Company;
- (B) a subsidiary undertaking of the Company or of such parent undertaking; or
- (C) a company in which the Company has an interest (whether direct or indirect).

#### **34 Share certificates**

34.1 The company must issue each Shareholder, free of charge, with one or more certificates in respect of the Shares which that Shareholder holds.

34.2 Every certificate must specify:

- (A) in respect of how many Shares, of what class, it is issued;
- (B) the nominal value of those Shares;
- (C) that the Shares are fully paid; and
- (D) any distinguishing numbers assigned to them.

34.3 No certificate may be issued in respect of Shares of more than one class.

34.4 If more than one person holds a Share, only one certificate may be issued in respect of it.

34.5 Certificates must:

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

#### **35 Replacement share certificates**

35.1 If a certificate issued in respect of a Shareholder's Shares is:

- (A) damaged or defaced; or
- (B) said to be lost, stolen or destroyed,

that Shareholder is entitled to be issued with a replacement certificate in respect of the same Shares.

35.2 A Shareholder exercising the right to be issued with such a replacement certificate:

- (A) may at the same time exercise the right to be issued with a single certificate or separate certificates;
- (B) must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
- (C) must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

### **36 Relationship to Finance Documents**

- 36.1 Notwithstanding any other provision of these Articles, no payment can be declared or made by the Company by way of dividend or other distribution, purchase, redemption, reduction or return of shares or capital or by addition to or repayment of any dividend reserve if and to the extent that such payment is prohibited or restricted by the terms of the Finance Documents. No dividends or other distributions payable in respect of shares, whether pursuant to the provisions of these Articles or otherwise, constitutes a debt enforceable against the Company unless permitted to be paid in accordance with the Finance Documents (but without prejudice to the accrual of interest for late payment in accordance with the terms of these Articles).
- 36.2 Where any dividend or redemption payment is not made because of the provisions of this Article 36, such dividend will be paid or redemption payment made upon the necessary consent being obtained or the prohibition thereon ceasing to apply.