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THE COMPANIES ACT 2006
A PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
CLARITY TRAVEL SERVICES LIMITED
Company number 11445126



(adopted by special resolution passed on 4th November 2021)

PRELIMINARY

1. The Model Articles for Private Companies Limited by Shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008 No.3229) (the **Model Articles**) shall apply to the Company except in so far as they are excluded or varied hereby. None of the regulations in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended, shall apply to the Company.
2. Model Articles 13, 14, 22 and 26(5) do not apply to the Company.

INTERPRETATION AND LIMITATION OF LIABILITY

3. Defined terms

3.1 In the Articles, unless the context requires otherwise:

"A Ordinary Share"	means an 'A' ordinary share of £0.001 in the capital of the Company;
"A Ordinary Shareholder"	means a registered holder for the time being of any A Ordinary Shares;
"Alternate or Alternate Director"	has the meaning given in Article 19 and Article 20 respectively;
"Articles"	means the Company's articles of association, as from time to time amended;
"Available Profits"	means profits before tax for any period, as set out in the Company's statutory accounts, to the extent that they are distributable under Part 23 the Companies Act;

"B Ordinary Shares"	the B1 Ordinary Shares, the B2 Ordinary Shares and the B3 Ordinary Shares having the rights and obligations set out in these Articles;
"B1 Ordinary Shares"	B1 ordinary shares of £0.001 each in the capital of the Company;
"B2 Ordinary Shares"	B2 ordinary shares of £0.001 each in the capital of the Company;
"B3 Ordinary Shares"	B3 ordinary shares of £0.001 each in the capital of the Company;
"B Ordinary Shareholder"	means a registered holder for the time being of any B Ordinary Shares;
"Bad Leaver"	has the meaning given to it in Article 29.4(i)(ii);
"Beneficial Owners"	means the beneficial owners of the Shares which are registered in the name of the Nominee (its successors and assigns);
"B Shareholder Majority"	the holders of a majority in number of the B Ordinary Shares;
"Business Day"	a day other than Saturday, Sunday or public holiday in England when banks in London are open for business;
"C Ordinary Share"	means a 'C' ordinary share of £0.001 in the capital of the Company;
"C Ordinary Shareholder"	means a registered holder for the time being of any C Ordinary Shares;
"Called Shareholders"	has the meaning set out in Article 30.1;
"Called Shares"	has the meaning set out in Article 30.2;
"Companies Act"	means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;
"Company"	means Clarity Travel Services Limited a company registered in England and Wales with company number 11445126;
"Competitor"	means any person carrying on all or part of its business offering ground transportation services including but not limited to car rental, airport transfers and vehicles hired with a driver;
"Compulsory Sale Notice"	has the meaning given to it in Article 29.4(b);
"Connected Person"	in relation to any person the spouse of that person or a company controlled by that person or controlled together by that person and persons connected with him; and for such purposes 'control' or 'controlled' shall be construed in accordance with section 416 of the Income and Corporation Taxes Act 1988;

"Custodian"	has the meaning given to it in Article 29.4(f)(iv);
"D Ordinary Share"	means a 'D' ordinary share of £0.001 in the capital of the Company;
"D Ordinary Shareholder"	means a registered holder for the time being of any D Ordinary Shares;
"Drag Along Price"	has the meaning set out in Article 30.2;
"DSW"	DSW Venture Capital LLP, a limited liability partnership incorporated and registered in England with registration number OC428118 whose registered office is at 7400 Daresbury Park, Daresbury, Warrington, Cheshire, United Kingdom, WA4 4BS;
"Eligible Director"	means a director who is entitled to vote on the relevant matter at a directors' meeting but excluding any director whose vote is not to be counted in respect of the relevant matter;
"Employee Shares"	<p>in relation to an Employee Shareholder all Shares held by the Employee Shareholder in question other than:</p> <p>(i) those Shares purchased by the Employee Shareholder at market value on an arm's – length basis; and</p> <p>(ii) where the Employee Shareholder is a Good Leaver only, any Shares held pursuant to the exercise of an option;</p>
"Employee Shareholder"	means a Shareholder who is an individual and who is or was previously a director or employee or consultant of a Group Company;
"Employee Trust"	means a trust approved by the Board whose beneficiaries are bona fide employees or former employees of any Group Company;
"Equity Shares"	means the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and/or D Ordinary Shares (as applicable) in the capital of the Company;
"Equity Share Capital"	means all of the issued Equity Shares;
"Fair Value"	has the meaning given to it in Article 29.4(k);
"Family Trust"	means, in relation to a Shareholder being an individual, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or an intestacy) under which the only persons being (or capable of being) beneficiaries are that Shareholder and/or his Privileged Relations and/or any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities), and no power of control over the voting

powers conferred by such Shares is exercisable at any time by or subject to the consent of any person other than the trustees as trustees or such individual Shareholder or his Privileged Relations;

"Good Leaver"

has the meaning given to it in Article 29.4(i) (i);

"Group"

a company, any subsidiary or subsidiary undertaking of such company, any holding company of such company and any subsidiary or subsidiary undertaking of any such holding company and **"Group Company"** and **"Group Companies"** shall be construed accordingly;

"Independent Experts"

has the meaning given to it in Article 29.4(l);

"Inherent Conflict"

shall have the meaning given to it in Article 13.1(a);

"Investment Date"

means 4 November 2021;

"Issue Price"

means the amount paid up on an Equity Share (including for the avoidance of doubt the nominal value plus the amount of any share premium paid in respect of such Shares);

"Joint Election"

means a joint election under section 431 of the Income Tax (Earnings and Pensions) Act 2003 in a form approved by the Board;

"Liquidation"

the making of an order or the passing of a resolution for the winding up of the Company;

"Listing"

the admission by the Financial Conduct Authority in its capacity as the UK Listing Authority of any part of the Share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the Share capital of the Company to trading on AIM or the admission by any recognised investment exchange (as such term is defined in the Financial Services and Markets Act 2000) of any part of the Share capital of the Company and, in each case, such admission becoming effective;

"Managers"

means each of John Charnock, David Mathews and Rory Powers and anyone else designated as a Manager or a New Manager by the Board and the Nominee;

"New Manager"

means such person or persons, approved by the Board, who has or have been or will be promoted or recruited as an executive director or employee of any Group Company;

"Nominee"

means DSW Angels (Nominees) Limited, a company incorporated in England with registration number: 11112901 who is registered as legal shareholder on behalf of the Beneficial Owners and any permitted successor, assign or Permitted Transferee;

"Observer"

means an observer appointed pursuant to Article 23;

"Ordinary Share"	means an ordinary share of £0.001 in the capital of the Company;
"Ordinary Shareholder"	means a registered holder for the time being of any Ordinary Shares;
"Original Shareholder"	has the meaning given to it in the definition of Privileged Transferee below;
"Permitted Family Transfer"	means any transfer of Shares permitted under Article 29.2(a);
"Privileged Relation"	means in relation to a Shareholder, the spouse or widow or widower of that Shareholder and that Shareholder's children and grandchildren and their issue (including step and adopted children);
"Privileged Transferee"	means a person or persons (including the trustees of a Family Trust) holding Shares in consequence, directly or indirectly, of a Permitted Family Transfer or series of Permitted Family Transfers from a Shareholder (the "Original Shareholder" in the case of a series of such transfers being the first transferor in such series);
"Relevant Group"	the Company and its subsidiary undertakings from time to time;
"Relevant Issue Price"	means the Issue Price in respect of each A Ordinary Share and each B Ordinary Share held at the relevant date;
"Relevant Shares"	has the meaning given in Article 29.2(n);
"Relevant Situation"	has the meaning given in Article 13;
"Sale"	means other than as a result of an intra group re-organisation approved by the Board, the completion of the sale (whether by one transaction or a series of related transactions) of 75 per cent. or more of the Share capital of the Company;
"Sale Proceeds"	means in the event of a Sale, the aggregate price to be paid for or properly attributable to the Shares being sold (including cash and non-cash consideration and taking into account any indebtedness which any of the Shareholders might assume responsibility to repay as part of the terms of the Sale), after the deduction of all professional and other costs incurred in connection with or for the purposes of the Sale;
"Shareholders Agreement"	means an agreement made on or around the date of adoption of these Articles between (1) the Company (2) the Managers (3) the Other Shareholders (as defined therein), (4) the Nominee (5) the Co-Investor (as defined therein) and (6) DSW;
"Shares"	means Shares of whatever class in the capital of the Company;
"Shareholders"	means the holders for the time being of the issued Shares and "Shareholder" shall be construed accordingly;

"Third Party" means any person (other than any New Manager, Custodian or trustee of any Employee Trust or a Shareholder or any person connected with any Shareholder or connected with any brother, sister, parent or child (within the meaning of the Income and Corporation Taxes Act 1988 section 228) of any Shareholder); and

"Total Return" means the aggregate amount payable to the Shareholders on any distribution of the surplus assets and retained profits (for the purposes of Article 34.1) or in respect of the Sale Proceeds (for the purposes of Article 34.2).

3.2 Unless the contrary intention appears, words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.

3.3 Reference to a statutory provision includes reference to:

- (a) any order, regulation, statutory instrument or other subsidiary legislation at any time made under it for the time being in force (whenever made); and
- (b) any modification, amendment, consolidation, re-enactment or replacement of it or provision of which it is a modification, amendment consolidation, re-enactment or replacement.

3.4 Reference to an Article is to a provision of these Articles.

3.5 Headings to the Articles are inserted for convenience only and shall not affect construction.

3.6 Model Article 1 shall be amended accordingly.

3.7 The Nominee shall for all purposes of these Articles be deemed to hold Shares in the Company if such Shares are held in its name or in the name of another member of the Nominee's Group or a nominee for it or such other member or the Beneficial Owners (each, a **"Relevant Stakeholder"**). The rights of the Nominee hereunder, and its rights to exercise the rights of any nominee, shall pass to any Relevant Stakeholder who has received a transfer of Shares from the Nominee in accordance with these Articles. In exercising the rights of the Nominee after such transfer, if there is more than one holder of B Ordinary Shares, then references herein to 'the Nominee' shall be deemed to be a reference to the B Shareholder Majority. The provisions of this article shall apply mutatis mutandis in respect of the Nominee and the C Ordinary Share.

3.8 The investments made by the Nominee in the Company shall, until notice in writing to the Company, be managed by DSW who may exercise any of the Nominee's rights under these Articles on the Nominee's behalf or on behalf of any successor nominee, successor, assign or Permitted Transferee.

4. Liability of Shareholders

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

UNRESTRICTED OBJECTS

5. Nothing in these Articles shall constitute a restriction on the objects of the Company to do (or

omit to do) any act and, in accordance with section 31(1) of the Companies Act, the Company's objects are unrestricted.

DIRECTORS

6. Directors' duties

6.1 The purpose of the Company:

- (a) may, if and to the extent that the directors consider it appropriate; and
- (b) shall, if directed by the holders of the majority of the Shares by notice in writing to the Company,

include promoting the success of the Group as a whole.

7. Unanimous decisions

Model Article 8 shall be amended by the deletion of paragraph (3) and the re-numbering of existing paragraph (4) as new paragraph (3).

8. Participation in directors' meetings

Model Article 10(3) shall be amended by inserting after the first sentence, the sentence "In the absence of such a decision, the meeting is deemed to take place at the location from where the chairman participates".

9. Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than Alternate Directors) shall not be subject to any maximum but shall not be less than two.

10. Quorum for directors' meetings

10.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

10.2 The quorum for directors' meetings shall, subject to Articles 10.3 to 10.5 inclusive, be two Eligible Directors.

10.3 For the purpose of any directors' meeting (or part of a meeting) held in accordance with Article 13 to authorise a director's conflict of interest, if only one Eligible Director is in office, the quorum is one Eligible Director.

10.4 If the total number of directors for the time being in office is less than the quorum required, the director or directors in office must not take any decision other than a decision:

- (a) to appoint further directors; or
- (b) to call a general meeting so as to enable the Shareholders to appoint further directors.

Model Article 11 shall be amended accordingly.

11. Chairing of directors' meetings

11.1 Model Article 12(4) shall apply as if the word "may" is substituted for the word "must".

11.2 The chairman of a directors' meeting is not entitled to a second or casting vote and Model Article 13 does not apply to the Company.

DIRECTORS' INTERESTS

12. Directors' interests in relation to transactions or arrangements with the Company

The relevant provisions of the Companies Act (including, without limitation, sections 177 and 182 of the Companies Act) shall apply in relation to declarations of interests in proposed and existing transactions or arrangements with the Company.

13. Directors' interests other than in relation to transactions or arrangements with the Company

13.1 Inherent conflict

- (a) An **Inherent Conflict** is a situation where a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company in circumstances where that situation arises as a direct or indirect result of the business aims, ownership and control of the Company and contracts with Shareholders, directors and others, including (without limitation) the director's relationship (whether as employee, officer, agent, representative, agent, consultant or otherwise) with the Shareholder or Shareholders who appointed him (or any subsidiaries or parent companies thereof).
- (b) Any reference in Article 13.1 to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

13.2 Relevant Situation

If a situation other than one relating to an Inherent Conflict (a "**Relevant Situation**") arises in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it, but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply if the conflict of interest does not arise in relation to a transaction or arrangement with the Company:

- (a) if the Relevant Situation arises from the appointment or proposed appointment of a person as a director of the Company:
 - (i) the directors (other than the director, and any other director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution); or
 - (ii) the Shareholders (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Shares of the Company),may resolve to authorise the appointment of the director and the Relevant Situation on such terms as they may determine;
- (b) if the Relevant Situation arises in circumstances other than in sub-article (a):
 - (i) the directors (other than the director and any other director with a similar interest who shall not be counted in the quorum at the meeting and shall not vote on the resolution); or
 - (ii) the Shareholders (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Shares of the Company),may resolve to authorise the Relevant Situation and the continuing performance by the

director of his duties on such terms as they may determine.

- 13.3 Any reference in Article 13.2 to a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 13.4 Any terms determined by the directors or the Shareholders under Articles 13.2(a) or 13.2(b) may be imposed at the time of the authorisation or may be imposed or varied subsequently by either the directors or the Shareholders and may include (without limitation):
- (a) whether the interested directors may vote (and be counted in the quorum at any meeting) in relation to any decision relating to the Relevant Situation;
 - (b) the exclusion of the interested directors from all information and discussion by the Company of the Relevant Situation; and
 - (c) (without prejudice to the general obligations of confidentiality) the application to the interested directors of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the Relevant Situation.
- 13.5 Any authorisation given under Articles 13.2(a) or 13.2(b) may be withdrawn by either the directors or the Shareholders by giving notice to the director concerned.
- 13.6 An interested director must act in accordance with any terms determined by the directors or the Shareholders under Articles 13.2(a) or 13.2(b).
- 13.7 Except as specified in Article 13.2, any proposal made to the directors and any authorisation by the directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and decided by the directors in accordance with the Articles.
- 13.8 Any authorisation of a Relevant Situation given by the directors or the Shareholders under Article 13.2 may provide that, where the interested director obtains (other than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- 13.9
- (a) If the directors make an authorisation under Article 13.2, impose or vary the terms of an authorisation under Article 13.4, or withdraw an authorisation under Article 13.5, they shall, as soon as reasonably practicable, notify the Shareholders of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms.
 - (b) If the Shareholders make an authorisation under Article 13.2, impose or vary the terms of an authorisation under Article 13.4, or withdraw an authorisation under Article 13.5, they shall, as soon as reasonably practicable, notify the directors of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms.
- 13.10
- (a) A director shall, as soon as reasonably practicable, declare the nature and extent of his interest in a Relevant Situation within sub-articles 13.2(a) or 13.2(b) to the other directors and the Shareholders.

Failure to comply with this requirement does not affect the underlying duty to make the

declaration of interest.

- (b) If a declaration of interest in relation to a Relevant Situation proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.

14. Directors' interests generally and voting

- 14.1 Subject to the Companies Act and to Articles 12 and 13, a director notwithstanding his office:
 - (a) may be a party to, or otherwise interested or participate in, any transaction or arrangement with the Company or in which the Company is otherwise interested, including any such pensions, other benefits, transactions or arrangements as are referred to in Article 18;
 - (b) may act by himself or his firm in a professional capacity for the Company (except as auditor) and he or his firm shall be entitled to remuneration as if he were not a director;
 - (c) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - (d) shall not, by reason of his office (or of the fiduciary relationship established by holding that office), be accountable to the Company for any remuneration, profit or other benefit resulting from any Relevant Situation authorised under Article 13 or any interest permitted under Articles 14.1(a), 14.1(b), or 14.1(c), and no contract, transaction or arrangement shall be liable to be avoided on the grounds of any director having an interest authorised under Article 13 or permitted under sub-articles 13.1(a), 13.1(b), or 13.1(c).
- 14.2 Subject to Articles 12 and 13, a director shall be entitled to vote on any decision concerning any matter in which he has, directly or indirectly, an interest or a duty.
- 14.3 In the case of an Alternate Director, an interest of his appointor shall be treated as an interest of the Alternate in addition to any interest which the Alternate otherwise has.
- 14.4 Subject to the Companies Act, the Company may, by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Shares, suspend or relax the provisions of this Article to any extent or ratify any contract, transaction or arrangement not duly authorised by reason of a contravention of this Article.
- 14.5 Where proposals are under consideration concerning the appointment of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and (provided he is not otherwise precluded from voting) each of the directors concerned shall be entitled to vote (and to form part of the quorum) in respect of each proposal except that concerning his own appointment.
- 14.6 Subject to sub-article 14.7, 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 and 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.
- 14.7 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 and quorum purposes.

14.8 Step In Rights

If:

14.8.1 any one or combination of the Directors, a Manager or the Company are in breach of any of their obligations in the Shareholders Agreement or, in the case of the Managers only, of their service agreements, (which in each case, if capable of remedy has not been remedied within 14 days of the Company or the Manager concerned receiving notice to remedy the same from the Nominee) the consequences of which may be (in the reasonable opinion of the Nominee) to the material detriment of the Company or the interests of the Nominee as a shareholder of the Company; or

14.8.2 there is a material breach of these Articles by a Manager or the Company,

the Nominee shall have the right to appoint a Director ("**Nominee Director**") and he alone shall count as a quorum at any meeting of Directors and shall be entitled at any meeting of Directors to cast such number of votes which exceeds the votes cast for a resolution to which the Nominee Director is opposed or which exceeds the votes cast against a resolution which the Nominee Director has proposed ("**Enhanced Voting Rights**") provided that such Enhanced Voting Rights shall be used solely in connection with and for the purpose of remedying, the relevant circumstance(s) in question and the Nominated Director shall abstain from voting in relation to any matters which are unrelated to such circumstance(s). The Enhanced Voting Rights shall immediately cease as soon as the relevant circumstance(s) giving rise to the Enhanced Voting Rights have ceased, and (upon such cessation) any Nominee Director so appointed shall promptly resign from his position as a Director (waiving any right to compensation or other such remedy in connection with such resignation).

15. Appointment and termination of appointments of directors by Shareholders

15.1 The holders of the majority of the Shares may appoint any person as a director and may remove any director (other than a Nominee Director who shall only be appointed or removed in accordance with sub-article 15.2 below). Any such appointment or removal shall be made by notice in writing to the Company signed by the holders or on their behalf and shall take effect when it is lodged at the office or produced at any meeting of the directors.

15.2 Nominee Director

- (a) The Nominee (or, if different, the B Shareholder Majority) may from time to time nominate and appoint one person as a director of the Company in accordance with Article 14 only and may remove and/or replace any person so appointed.
- (b) Every appointment or removal made under Article 15.2(a) shall be in writing, signed by or on behalf of the Nominee (or, if different, the B Shareholder Majority) and shall take effect when it is lodged at the office or produced at any directors' meeting.
- (c) The Nominee shall elect a person to be appointed as chairman of the Company in accordance with clause 7.2 of the Shareholders Agreement.
- (d) The Nominee Director shall be permitted to bring an adviser to any meeting of the board of directors (or committee thereof) to advise in relation to any matter which may arise.

15.3 Subject to section 168 of the Companies Act on any resolution to remove a Nominee Director

appointed in accordance with Articles 14 and 15.2 above, the B Ordinary Shares held by the Nominee (or, if different, the B Shareholder Majority) shall together carry one vote in excess of fifty per cent. of all the other votes exercisable at the general meeting at which such resolution is to be proposed and if any such Nominee Director is removed pursuant to section 168 of the Companies Act or otherwise the holders of a majority in number of the B Ordinary Shares may reappoint him or any other person as a Nominee Director in accordance with Article 15.2 above.

15.4 Model Articles 17 and 18 shall be amended accordingly.

16. Directors' services and remuneration

16.1 Directors may undertake any services for the Company that the directors decide and the Company may enter into a contract of service with any director on such terms as the directors think fit.

16.2 Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of contract of service between the director and the Company.

16.3 Directors are entitled to such remuneration as the directors determine:

- (a) for their services to the Company as directors; and
- (b) for any other service which they undertake for the Company.

16.4 Subject to the Articles, a director's remuneration may take any form.

16.5 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

16.5 Model Article 19 shall be amended accordingly.

16.6 This Article is subject to the provisions of Article 38.

17. Directors' expenses

Model Article 20 shall be amended by inserting in the first line the words ", Alternate Directors and the company secretary (if any)" after the word "directors".

18. Directors' pensions and other benefits

18.1 The directors may exercise all the powers of the Company to:

- (a) pay, provide, arrange or procure the grant of pensions or other retirement benefits, death, disability or sickness benefits, health, accident and other insurances or other such benefits, allowances, gratuities or insurances, including in relation to the termination of employment, to or for the benefit of any person who is or has been at any time a director of the Company or in the employment or service of the Company or of any body corporate which is or was associated with the Company or of the predecessors in business of the Company or any such associated body corporate, or the relatives or dependants of any such person. For that purpose, the directors may procure the establishment and maintenance of, or participation in, or contribution to, any pension fund, scheme or arrangement and the payment of any insurance premiums;
- (b) establish, maintain, adopt and enable participation in any profit sharing or incentive scheme including Shares, Share options or cash or any similar schemes for the benefit of any director or employee of the Company or of any associated body corporate, and to lend money to any such director or employee or to trustees on their behalf to enable

- any such schemes to be established, maintained or adopted; and
- (c) support and subscribe to any institution or association which may be for the benefit of the Company or associated body corporate or any directors or employees of the Company or associated body corporate or their relatives or dependants or connected with any town or place where the Company or an associated body corporate carries on business, and to support and subscribe to any charitable or public object whatsoever.

ALTERNATE DIRECTORS

19. Appointment and removal of alternates

- 19.1 Any director (other than an Alternate Director) (the “**appointor**”) may appoint as an “**Alternate**” any other director, or any other person approved by a majority of the other directors and willing to act to:
- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 19.2 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.
- 19.3 The notice must:
- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the Alternate of the director giving the notice.

20. Rights and responsibilities of Alternate Directors

- 20.1 Subject to the Articles, an Alternate may act as an “**Alternate Director**” to more than one director and has the same rights, in relation to any decision of the directors as the alternate's appointor.
- 20.2 Except as the articles specify otherwise, Alternate Directors:
- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their appointors; and
- (d) are not deemed to be agents of or for their appointors,
- and, in particular, each Alternate Director shall be entitled to receive notice of all directors' meetings and of all committee meetings of directors of which his appointor is a Shareholder.
- 20.3 Subject to the Articles, a person who is an Alternate Director but not a director:
- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating); and
- (b) may otherwise participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision and is not participating).

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

- 20.4 An Alternate Director is not entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

21. Alternates voting at directors' meetings

Subject to the Articles, a director who is also an Alternate Director has an additional vote at a directors' meeting on behalf of each appointor who is:

- (a) not participating in the directors' meeting; and
- (b) would have been an Eligible Director if he were participating in it.

No Alternate may be counted as more than one director for the purpose of determining whether a quorum is present.

22. Termination of Alternate Directorship

An Alternate Director's appointment as an Alternate terminates:

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
- (b) on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director;
- (c) on the death of the alternate's appointor;
- (d) when the alternate's appointor's appointment as a director terminates; or
- (e) where the directors otherwise decide.

OBSERVER

23. The Nominee (or, if different, the B Shareholder Majority) may from time to time nominate and appoint any two persons as observers. Any observer so appointed shall be entitled to receive notice of and to attend and speak at, but not to vote at, board meetings of the Company and meetings of any committee of the Board. Any observer so appointed shall be permitted to bring an adviser to any board meetings of the Company (or any committee meetings) to advise in relation to any matter which may arise.

SHARES AND DISTRIBUTIONS – SHARES

24. Share capital

- 24.1 The Share capital of the Company is divided into Ordinary Shares, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and D Ordinary Shares (if any) in the capital of the Company.
- 24.2 The Ordinary Shares, A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and D Ordinary Shares in the capital of the Company shall be separate classes of Shares and shall carry the respective voting rights, rights to appoint and remove directors and rights to capital set out in these Articles but shall rank *pari passu* in all other respects.
- 24.3 The Company shall have the right to purchase its own shares pursuant to Chapter 4 of the Companies Act and in particular shall have the right to purchase its own shares with cash up to an amount in a financial year not exceeding the lower of £15,000 or the value of 5% of its share

capital pursuant to section 692(1) of the Companies Act (as amended by the Buyback Regulations 2013).

- 24.4 Save with the prior written consent of the Nominee (or, if different, the B Shareholder Majority), the Company shall not effect the following transactions:

- (a) the reduction, sub-division or consolidation of the share capital of the Company; or
- (b) the variation of the rights attaching to the B Ordinary Shares or the C Ordinary Shares,

if as a direct result of that transaction the Beneficial Owners' interest in B Ordinary Shares is thereafter treated in a materially differently way from the interests of the other holders of B Ordinary Shares and such treatment has an adverse effect on the Beneficial Owners' interest in B Ordinary Shares.

25. All Shares to be fully paid up

- 25.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 25.2 This does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

26. Powers to allot Shares

- 26.1 Subject to Article 26.2, any new Shares from time to time created shall before they are issued to any third party be offered to the holders of Equity Shares pro-rata in proportion to the number and class of Equity Shares held. The offer shall be made by notice in writing specifying the number and class of shares offered and the price per share (which shall be the same price per share) and stating a time (not being less than 3 Business Days or greater than 5 Business Days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time, or on the receipt of an indication from the person to whom the offer is made that he declines to accept the shares offered or any of them, the Directors shall offer the shares declined in like manner to any party (to include a third party) and a second notice shall be served, containing the same details as the first notice, save that it shall state a time (not being less than 3 Business Days or greater than 5 Business Days from the date of the second offer) within which the offer, if not accepted will deemed to be declined. If the shares comprised in such further offers are declined or deemed to be declined the further offers shall be withdrawn.
- 26.2 The provisions of Article 26.1 shall not apply to the issue of shares pursuant to the exercise of employee options, pursuant to the Shareholders Agreement and may in any event be disapplied in relation to any class of shares by special resolution (subject to the Shareholders Agreement).
- 26.3 Subject to this Article 26 and to the provisions of Section 549 and 551 of the Companies Act, the shares in the capital of the Company shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that:
- (a) no shares shall be issued at a discount;
 - (b) the allotment or grant to that person must be approved in accordance with the Shareholders Agreement;

- (c) no shares to which Article 26.1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such shares made under Article 26.1 unless the procedure set out in Article 26.1 is repeated in respect of such shares (and so that the time limit set out in this Article 26(3)(c) shall apply equally to any repetition of that procedure); and
 - (d) no shares shall be issued at a price less than that at which they were offered to the members in accordance with Article 26.1 and if the Directors are proposing to issue such shares wholly or partly for a non-cash consideration the cash equivalent of such consideration for the purposes of this sub-article shall be as reasonably determined by the Auditors who shall act as experts and not as arbitrators and whose determination shall be final and binding on the Company and each of its members. For the avoidance of doubt this Article 26.3(d) shall not apply to the issue of any share pursuant to employee share options, or pursuant to the Shareholders Agreement; and
 - (e) no Equity Shares shall be allotted to any person who is not already a party to the Shareholders Agreement unless that person has first executed and delivered to the Company a deed of adherence to the Shareholders Agreement; and
 - (f) no Equity Shares shall be allotted to any employee, director, prospective employee or prospective director unless such person has entered into a joint section 431 ITEPA election with the Company or unless this requirement is waived by the Board acting with the consent of the Nominee.
- 26.4 The provisions of Section 561(1) and 562(1) to (6) inclusive and 568(3) Companies Act shall not apply to the allotment of equity securities made by the Company.
- 26.5 The directors shall not at any time exercise any power of the Company to allot Shares or grant rights to subscribe for or convert any security into Shares other than where such matter has been approved in accordance with the terms of the Shareholders Agreement or any document specifically referred to therein.
- 26.6 The directors shall not allot Shares for non cash consideration other than pro-rata to the holdings of Shares already held, unless authorised by a special resolution.
- 26.7 Subject to the Articles and in particular subject to Article 26.1 but without prejudice to the rights attached to any existing Share, the Company may issue further classes of Shares with such rights or restrictions as may be determined by special resolution.
- 26.8 Subject to the Articles and in particular subject to Article 26.1 above, the Company may issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such Shares.
- 26.9 In the event that rights and restrictions attaching to Shares are determined by ordinary resolution or by the directors pursuant to this Article, those rights and restrictions shall apply, in particular in place of any rights or restrictions that would otherwise apply by virtue of the Companies Act in the absence of any provisions in the articles of a company, as if those rights and restrictions were set out in the Articles.

27. Lien

The Company shall have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of a Shareholder, whether alone or jointly with any other person or persons, for all the debts and liabilities of such Shareholder to the Company.

28. Share certificates

Model Article 24.5(a) shall be amended by the insertion of the following words: "or official seal and in the case of an official seal, unless otherwise determined by the directors, the certificate does not need to be signed" after the words "common seal".

29. Share transfers

29.1 General

- (a) The directors shall not register a transfer of Shares unless such transfer is permitted by Article 29.2 or has been made in accordance with Article 29.3 or, if appropriate, Articles 29.4 or 30 or 31. A transfer of Shares shall include the disposal of any interest in or right attaching to such Shares.
- (b) The directors may in their absolute discretion refuse to register any transfer of a Share that would otherwise be permitted under or is made in accordance with these Articles if it is a transfer of a Share:
 - (i) which is not fully paid or over which the Company has a lien;
 - (ii) whether full paid or not, is in favour of more than four persons jointly; or
 - (iii) to an employee, consultant or director or prospective employee, consultant or director of a Group Company if that person has not entered into a Joint Election with the Company.

If the directors refuse to register a transfer of any Shares, they must as soon as is reasonably practicable, and in any event within two months after the date on which the transfer was lodged with the Company, give to the transferee notice of the refusal, together with their reasons for the refusal.

- (c) The directors may also decline to register any instrument of transfer unless the instrument of transfer is duly stamped (where required) and is in respect of only one class of Share and is lodged at the registered office of the Company (or such other place as the directors may appoint) accompanied by the relevant Share certificate(s) and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). All instruments of transfer that are registered may be retained by the Company.
- (d) A Shareholder shall not, except with the prior written consent of the Board and the Nominee (or, if different, the B Shareholder Majority), create or permit to subsist any pledge, lien or charge over, or grant any option or other rights over or dispose of any interest in, any of the Shares held by him, other than the disposal of the entire legal and beneficial interest in such Shares in accordance with these Articles.
- (e) No transfer or other disposal of any Shares shall be registered at any time and no transferee shall be recognised at any time by the Company as having any title to the Shares unless, where the proposed transferee is not a Shareholder at the date of

adoption of these Articles, the transferee first executes a deed of adherence in the form required by the Shareholders Agreement.

- (f) Save for transfers made in accordance with Articles 29.2, 29.3, 29.4, 30 or 31 or transfers as part of a Sale, no transfer of any Share shall be made save with the consent of the Nominee (or, if different, the B Shareholder Majority).
- (g) Regulations 29 to 31 shall be modified to reflect the provisions of this Article 29.1 and Articles 29.2 to 31 (inclusive).

29.2 Permitted transfers with Board and Nominee consent

- (a) The directors shall be obliged to register any transfer which is permitted or required by the terms of this Article 29, upon satisfying itself that the transfer concerned properly falls within the provisions of this Article 29.
- (b) Subject to the consent of the Board and the Nominee (or, if different, the B Shareholder Majority) being obtained, Shares (other than any Shares which are the subject of a Compulsory Sale Notice) may be transferred by an individual Shareholder (not being in relation to the Shares concerned a holder thereof as a trustee of any Family Trust) to a Privileged Relation over the age of 18 or to the trustees of a Family Trust of such Shareholder or from a Privileged Transferee to a Privileged Relation over the age of 18 or to the trustees of a Family Trust of the relevant Original Shareholder or from the trustees of a Family Trust to any new trustees of the same Family Trust provided that, for the purposes of this Article 29.2, "**Shareholder**" does not include: (a) a person who is bankrupt or a trustee in bankruptcy; or (b) any person to whom Shares have been transferred by way of Permitted Family Transfer under this Article 29 PROVIDED THAT an Original Transferor may not transfer more than 49% in aggregate of the Shares held by him on the date of adoption of these Articles (or on the date on which he first become a Shareholder) pursuant to a Permitted Family Transfer.
- (c) If a Privileged Transferee (not being the trustee of a Family Trust) ceases to be a Privileged Relation of the relevant Original Shareholder, that Privileged Transferee shall forthwith transfer the Relevant Shares back to the Original Shareholder for such consideration as they agree or, in default of agreement within 28 days of the cessation, for the consideration (if any) for which the Privileged Transferee acquired them. In the event that such transfer is not effected within the prescribed time the directors are authorised to appoint any director to execute instruments of transfer in favour of the Original Shareholder for nil consideration and to ensure that the name of the Original Shareholder is entered into the register of Shareholders in respect of such Shares. The provisions of this Article shall apply, mutatis mutandis, with regard to Privileged Transferees who are trustees of a Family Trust that ceases to satisfy the definition of a "**Family Trust**" in relation to the relevant Original Shareholder, such that such trustees shall forthwith transfer the Relevant Shares back to the Original Shareholder.
- (d) Any Privileged Transferee holding Shares as a result of one or more Permitted Family Transfers made after the date of the adoption of these Articles may, at any time, transfer any Relevant Share to the relevant Original Shareholder.
- (e) A Compulsory Seller may transfer Shares in accordance with Article 29.4(f).
- (f) Any person holding Shares as a Custodian may at any time transfer those Shares to a New Manager.

- (g) An Employee Trust may at any time transfer Shares to any beneficiary of that Employee Trust.
- (h) Each Beneficial Owner may transfer his or her interest in any Shares issued of which the Nominee is the registered legal shareholder (the “**Beneficial Owner Shares**”) to any person, without notice to the Company and at any time, so long as the Nominee remains the same in respect of such Beneficial Owner Shares immediately after such transfer. If a transfer is made pursuant to this Article, the new Beneficial Owner shall thereafter be treated as the Beneficial Owner for all purposes of these Articles and the Shareholders Agreement. Article 29.2(k) shall not apply.
- (i) The Nominee, and each Beneficial Owner, may, at any time and entirely at its and their discretion, appoint any other person as a replacement nominee (a “**New Nominee**”), and instruct the Nominee to transfer the legal interest in the Beneficial Owner Shares to the New Nominee as registered legal shareholder on behalf of the Beneficial Owner(s). If a transfer of the Nominee role is made pursuant to this Article, the New Nominee shall be deemed the Nominee for the purposes of these Articles and the Shareholders Agreement, and these Articles shall be interpreted as granting to the New Nominee the same rights granted to the Nominee. Article 29.2(k) shall not apply.
- (j) DSW may, at any time and entirely at its discretion, instruct the Nominee to transfer the registered legal title of any Beneficial Owner Shares to the relevant Beneficial Owner and the Board shall enter such Beneficial Owner in the register of members and record such transfer in the register of transfers. Article 29.2(k) shall not apply.
- (k) The B Ordinary Shares and C Ordinary Shares shall be freely transferable subject to compliance with the following provisions of this Article 29.2(k):
 - (i) The Nominee shall give notice in writing (“**Nominee Notice**”) to the Board that it desires to transfer such Shares.
 - (ii) In the Nominee Notice the Nominee shall specify:
 - (a) the number of B Ordinary Shares and/or C Ordinary Shares which the Nominee wishes to transfer (the “**Nominee Transfer Shares**”) (which may be all or part only of the Shares then held by the Nominee);
 - (b) the price at which the Nominee wishes to sell the Nominee Transfer Shares (the “**Nominee Transfer Price**”);
 - (c) the identity of any person (or persons) to whom the Nominee proposes to transfer the Nominee Transfer Shares (or any interest in the Nominee Transfer Shares) at the Nominee Transfer Price (the “**Proposed Nominee Transferee(s)**”); and
 - (d) the proposed date of completion of the transfer of the Nominee Transfer Shares (“**Nominee Transfer Completion Date**”).
 - (iii) A Nominee Transfer Notice, once given, shall be revocable by the Nominee.

- (iv) The Nominee Transfer Notice shall be given to the Board at least 15 Business Days before the Nominee Transfer Completion Date.
- (v) The Board may, prior to the Nominee Transfer Completion Date, serve written notice on the Nominee objecting to the transfer of the Nominee Transfer Shares in accordance with the Nominee Transfer Notice (a "**Nominee Objection Notice**") if the Board (acting reasonably and in good faith) is satisfied that:
 - (a) the proposed transfer of the Nominee Transfer Shares to the Proposed Nominee Transferee would require regulatory approval (to include but not limited to consent of the Financial Conduct Authority) and such approval has not been obtained PROVIDED THAT, if such regulatory approval is required and is then obtained, the transfer of the Nominee Transfer Shares in accordance with the Nominee Transfer Notice shall thereafter be permitted to proceed;
 - (b) the Proposed Nominee Transferee is a Competitor; or
 - (c) (notwithstanding the provisions of Article 29.2(k)(v)(b) above) transferring the Nominee Transfer Shares to the proposed Nominee Transferee would be harmful in a material respect to the Business and the reputation of the Company.
- (vi) If a Nominee Objection Notice is not served on the Nominee prior to the Nominee Transfer Completion Date then the Nominee shall be permitted to transfer Shares in accordance with the Nominee Notice.
- (m) For the avoidance of doubt, Articles 29.2(h), 29.2(i) and 29.2(j) shall prevail over Article 29.2(l) in the event of conflict.
- (n) For the purpose of this Article, "**Relevant Shares**" means the Shares originally acquired by the relevant Privileged Transferee(s) and any additional Shares issued to such Privileged Transferee(s) by way of capitalisation or acquired by such Privileged Transferee(s) in exercise of any right or option granted or arising by virtue of the holding of such Shares or any of them or the shareholding thereby conferred.

29.3 Pre-emption rights on transfer

- (a) Except for a transfer of Shares which is permitted under Article 29.2 or which is made pursuant to Articles 30 or 31, no Share (or any interest in any Share) shall be transferred until the following conditions of this Article 29 are complied with.
- (b) Subject always to Article 29.1(f), any Shareholder that is proposing to transfer Shares ("**Proposing Transferor**") shall give notice in writing ("**Transfer Notice**") to the Board that the Proposing Transferor desires to transfer such Share. In the Transfer Notice the Proposing Transferor shall specify:
 - (i) the number of Shares which the Proposing Transferor wishes to transfer (the "**Transfer Shares**") (which may be all or part only of the Shares then held by the Proposing Transferor); and
 - (ii) the price at which the Proposing Transferor wishes to sell the Transfer Shares (the

"Transfer Price") and the identity of any person who has indicated a willingness to purchase the Transfer Shares at such price (the **"Proposed Transferee")**.

A Transfer Notice, once given, shall not be revocable, except with the consent of the Board.

- (c) A Transfer Notice shall also state whether the Proposing Transferor wishes to impose a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold (**"Total Transfer Condition"**), but in the absence of such a statement the Transfer Notice shall be deemed not to contain a Total Transfer Condition. Any two or more Shareholders shall be entitled to serve a joint Transfer Notice (meaning a notice signed by each of them specifying the Shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this Article take effect as if it were a single Transfer Notice and the Total Transfer Condition related to all the Shares the subject of the joint Transfer Notice, but the obligations of those Shareholders thereunder or in respect thereof shall be several only, in proportion to the number of Transfer Shares which they hold respectively.
- (d) The Transfer Notice shall constitute the Company (by the directors) as the agent of the Proposing Transferor with authority to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price on the terms of this Article 29.
- (e) Within 7 days after the receipt of any Transfer Notice the Board shall serve a copy of that Transfer Notice on all the Shareholders other than the Proposing Transferor. In the case of a deemed Transfer Notice under Article 29.4 the directors shall similarly serve notice on all Shareholders (other than the Proposing Transferor) notifying them that the same has been deemed to be served, within 7 days of the date on which the Transfer Notice is deemed to be served.
- (f) Within 14 days after the Due Date (as defined in Article 29.3(g)) the Transfer Shares shall be offered by way of a notice in writing (the **"Offer Notice"**) for purchase at the Transfer Price by the Board to all Shareholders (other than (a) the Proposing Transferor and (b) any person on whom a Compulsory Sale Notice has been served in proportion to the amounts (excluding any premium paid on subscription) paid up on the Shares held by them respectively.
- (g) The Offer Notice shall specify that each of the Shareholders to whom the offer is made may accept the offer in respect of all or any number of the Transfer Shares. For the purpose of Article 29.3(f) and this Article 29.3(g), **"Due Date"** shall mean the date on which the Transfer Notice is received by the Company or if it is a Transfer Notice that is deemed to have been given in accordance with Article 29.4, the date on which it is deemed given or, in the event that the Transfer Notice is deemed to have been given and a Fair Value falls to be agreed or determined, the date of such agreement or determination under Articles 29.4 and 30.
- (h) The period during which the relevant Shareholder may accept the offer contained in the Offer Notice (at the end of which the offer will lapse) shall be determined by the Board and set out in the Offer Notice. Such period shall not be less than 28 days, nor more than 56 days after the date of the Offer Notice. The Offer Notice shall also contain a statement as to whether or not the Transfer Notice contained a Total Transfer Condition.

- (i) If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the Shareholders, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Board shall think fit;
- (j) If the Transfer Notice in question contained a Total Transfer Condition then no offer of Transfer Shares made by the Board pursuant to this Article shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the Shareholders (or any of them). If by the foregoing procedure the Board shall not receive acceptances from Shareholders in respect of all the Transfer Shares within the period of the aforesaid offer it shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the Shareholders (except as mentioned below) pursuant to this Article. The Proposing Transferor may, but subject always to Article 29.3(o), within a period of 3 months after the date of the Board's said notice sell all (but not some only) of the Transfer Shares to any Shareholder or to the Proposed Transferee identified in the Transfer Notice (or its/his nominee) but to no other person at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution to be retained by the Proposing Transferor) and otherwise on terms and conditions which are not more favourable to the relevant purchaser than those on which the Transfer Shares were offered to the Shareholders under this Article 29.
- (k) If, by the foregoing procedure, the Board shall receive acceptances in respect of all of the Transfer Shares the Board shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to the Shareholder(s) who have agreed to purchase the same ('Purchaser' or 'Purchasers') and the Proposing Transferor shall thereupon become bound to transfer to each Purchaser those Transfer Shares accepted by him and each Purchaser shall be bound to purchase such Shares. Every such notice shall state the name and address of each Purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the Board for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Board. At completion the Proposing Transferor shall transfer to each Purchaser the entire legal and beneficial interest in the Transfer Shares accepted by that Purchaser with full title guarantee free from all liens, charges and encumbrances and shall deliver to each Purchaser a duly completed stock transfer form in favour of that Purchaser in respect of the number of Transfer Shares accepted by that Purchaser together with the Share certificate(s) covering such Transfer Shares. At completion each Purchaser shall pay the total Transfer Price for the Shares transferred to him in cleared funds to the Proposing Transferor by way of banker's draft or such other method of payment as shall be agreed by the Proposing Transferor.
- (l) If the Transfer Notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the Board shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Proposing Transferor, and the Proposing Transferor:
 - (i) shall thereupon become bound to transfer to each Purchaser (if any) those Transfer Shares accepted by him and each Purchaser (if any) shall be bound to purchase such Shares and the provisions of Article 30 shall apply mutatis mutandis thereto;

and

- (ii) may, but subject always to Article 29.3, within a period of 3 months after the date of the Board's said notice sell all or any of those Transfer Shares which have not been accepted as aforesaid to any Shareholder or to the Proposed Transferee identified in the Transfer Notice (or its/his nominee) but to no other person at any price which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution to be retained by the Proposing Transferor) and otherwise on terms and conditions which are not more favourable to the relevant purchaser than those on which the Transfer Shares were offered to the Shareholders under this Article 29.
- (m) If a Proposing Transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the Board may authorise some person (who is (as security for the performance of the Proposing Transferor's obligations) hereby irrevocably and unconditionally appointed as the agent of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped with any necessary stamp duty) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Proposing Transferor until he shall have delivered his Share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of Shareholders in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (n) The directors may require to be satisfied that any Shares being transferred by the Proposing Transferor pursuant to Article 29.4 are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer documentation and if not so satisfied may refuse to register the instrument of transfer.
- (o) An obligation to transfer a Share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share with full title guarantee free from any lien, charge or other encumbrance.
- (p) A Shareholder shall be entitled to waive his rights under this Article in whole or in part in any particular case and the rights of the Shareholders under this Article generally may also be waived with the agreement of holders of at least 75% of the voting rights attached to the Equity Shares.
- (q) Where a Transfer Notice is given by a Shareholder under Article 29.3(b) in respect of all his Shares, a Transfer Notice must also be given on the same date in the same terms and manner by each Privileged Transferee of that Shareholder in respect of all the Relevant Shares held by him. Breach of this Article 29 shall be deemed to be a material breach of these Articles.

29.4 Transfers by Employee Shareholders

- (a) Notwithstanding anything to the contrary contained in Model Articles 27 to 29, this

Article 29.4 applies in the event of:

- (i) an Employee Shareholder becoming a Leaver; or
 - (ii) an Employee Shareholder or a Privileged Transferee of an Employee Shareholder or a former Employee Shareholder being in material breach or persistent breach of the Shareholders Agreement or these Articles and such breach, if capable of remedy, having not been remedied within 10 Business Days of written notice of such breach having been given to the Employee Shareholder or Privileged Transferee (as applicable) by the directors or by the Nominee; or
 - (iii) an Employee Shareholder being declared bankrupt pursuant to the Insolvency Act 1986.
- (b) Within two years after the later of (i) the occurrence of any event specified in Article 29.4(a) (a "**Transfer Event**") and (ii) the date on which the directors become aware of the occurrence of a Transfer Event, the Company acting through the directors may serve notice (a "**Compulsory Sale Notice**") (and shall serve if required to do so by the Nominee) on the Shareholder in question or his personal representatives or trustee in bankruptcy (as appropriate) and any Privileged Transferee of such Shareholder (each a "**Compulsory Seller**") notifying him/them that he/they is/are with immediate effect deemed to have given a Transfer Notice in respect of all the Employee Shares (or in the case of a Privileged Transferee of the Shareholder who is the subject of the Transfer Event, all the Relevant Shares which were Employee Shares) then held by him/them (subject always to Article 29.4(c)) (the "**Compulsory Sale Shares**") for the price determined in accordance with Article 29.4(h).
- (c) Notwithstanding Article 29.4(b),
- (i) a Compulsory Seller, being an Employee Shareholder and having been deemed to be a Bad Leaver, shall be entitled to retain 40% of his Employee Shares and the remaining 60% of his Employee Shares shall be deemed to be Compulsory Sale Shares for the purposes of this Article 29.4;
 - (ii) a Compulsory Seller, being an Employee Shareholder and having been deemed to be a Good Leaver, shall be entitled to retain 40% of his Employee Shares (the "**Banked Good Leaver Shares**") together with such other number of Employee Shares as shall be calculated pursuant to Article 29.4(c)(iii) below and any Employee Shares not so retained shall be deemed to be Compulsory Sale Shares for the purposes of this Article 29.4;
 - (iii) where the Compulsory Seller has at the date specified in Article 29.4(a) above been appointed, engaged or employed by the Company or any Group Company for the relevant period of time following the Investment Date set out in the chart below, then (in addition to the Banked Good Leaver Shares) he shall be entitled to retain up to the specified percentage of the remaining 60% of his Employee Shares (being those Employee Shares which are not represented by the Banked Good Leaver Shares) held by him at that date ("**Good Leaver Percentage**") as set out in the chart below (and on the terms set out in Article 29.4(d)):

Time engaged or appointed since the Investment Date	Good Leaver Percentage	Proportion of Fair Value payable for the Compulsory Sale Shares
Up to two years	0%	0%
Over two years and up to three years	40%	35%
Over three years and up to four years	60%	70%
Over four years and up to five years	80%	100%
Over five years	100%	100%

- (d) Any Employee Shares retained pursuant to Article 29.4(c) above ("**Relevant Retained Shares**") shall be made on the following terms:
- (i) the Relevant Retained Shares shall immediately convert ("**Conversion Date**") into the same number of fully paid D Ordinary Shares in the capital of the Company;
 - (ii) forthwith after the Conversion Date the Company shall issue to the Employee Shareholder certificates for the D Ordinary Shares resulting from the conversion and the certificates for the Shares falling to be converted shall be deemed to be invalid for all purposes and the Employee Shareholder shall be bound to deliver the same to the Company for cancellation;
 - (iii) the D Ordinary Shares arising on conversion of the Ordinary Shares shall in all rank in all respects as one uniform class of Shares with the D Ordinary Shares in the Company then in issue; and
 - (iv) any conversion of Ordinary Shares shall be without prejudice to the right of the holder of those Shares immediately before conversion to any unpaid arrears or accruals of dividend whether or not the same shall have become due and payable as at conversion.
- (e) Upon becoming aware of the occurrence of a Transfer Event, the directors shall forthwith notify the Nominee of the same and shall be obliged to serve a Compulsory Sale Notice on each Compulsory Seller if directed to do so by the Nominee. A deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.
- (f) The Board shall be obliged (with the consent of the Nominee) to offer the Compulsory Sale Shares (or any of them) to the Company for purchase and cancellation. The Board will subsequently direct (and will do so at the request of the Nominee) in the Compulsory Sale Notice that any or all remaining Compulsory Sale Shares shall be offered for sale to any or all of the following categories of offeree for a period of 3 (three) months from

the date of the Compulsory Sale Notice (the "**Invitee Period**");

- (i) a New Manager; or
- (ii) an Employee Trust, such Employee Trust to be financed by the Company, subject to such finance being available and lawful; or
- (iii) an individual or individuals (a "**Custodian**") to be held on trust for a New Manager or New Managers to be recruited or promoted, such Custodian to be financed by the Company, subject to such finance being available and lawful.

Any such offer shall be made to the relevant offeree(s) at the relevant price referred to in Article 29.4(h) and shall be on terms that the Compulsory Sale Shares are sold by the Compulsory Seller(s) with full title guarantee, free from all liens, charges and encumbrances and together with all rights attached thereto on the date of the Compulsory Sale Notice or arising thereafter. If any Compulsory Sale Shares are offered to a Custodian then, to the extent necessary, a trust shall be established in such form as shall be approved by the Nominee.

- (g) Subject to the expiry of any Invitee Period, the Compulsory Sale Shares the subject of any deemed Transfer Notice (including, for the avoidance of doubt, any Compulsory Sale Shares which have not been allocated pursuant to Article 29.4(f)) shall be offered for sale in accordance with Article 29.3 as if they were Transfer Shares in respect of which a Transfer Notice had been given and the relevant Compulsory Seller was a Proposing Transferor. The provisions of Article 29.3 shall apply to such deemed Transfer Notice save that:
 - (i) the Transfer Notice shall be deemed to have been given on the date of service of the Compulsory Sale Notice;
 - (ii) a deemed Transfer Notice shall not contain a Total Transfer Condition;
 - (iii) the Transfer Price of the Compulsory Sale Shares shall be determined in accordance with Article 29.4(h);
 - (iv) the Compulsory Sale Shares shall be sold together with all rights attaching thereto as at the date of the service of the Compulsory Sale Notice or arising thereafter; and
 - (v) the timetable for offers set out in Article 29 shall be modified as necessary to take into account any offer(s) to be made pursuant to Article 29.4(f);
- (h) The transfer price for each Compulsory Sale Share which is the subject of a Compulsory Sale Notice given as a consequence of a Transfer Event falling within Article 29.4(a)(i) shall:
 - (i) if the Compulsory Seller is a Good Leaver or a Privileged Transferee of a Good Leaver, be its Fair Value as multiplied by the percentage shown in the final column of the table in article 29.4.(c)(iii); and
 - (ii) if the Compulsory Seller is a Bad Leaver or a Privileged Transferee of a Bad Leaver, be £1.00 in aggregate.

The transfer price for each Compulsory Sale Share which is the subject of a Compulsory Sale Notice given as a consequence of a Transfer Event falling within Articles 29.4(a)(ii) or 29.4(a)(iii) shall be the lower of its par value and its Fair Value or, if the Compulsory Seller is a Privileged Transferee of a Shareholder who is the subject of a Transfer Event, the lower of its par value and its Fair Value.

- (i) In Article 29.4(f) and this Article 29.4(g):
 - (i) **"Good Leaver"** means any Leaver who is not a Bad Leaver;
 - (ii) **"Bad Leaver"** means a person who is a Leaver as a result of:
 - 1. the termination of that Leaver's contract of employment, directorship and/or consultancy agreement on grounds of gross misconduct, fraud, breach by him of any restrictive covenant or any other material breach by him of any obligation he may have under his service agreement with a Group Company in circumstances entitling any Group Company to terminate the same fairly or summarily (whether or not the same has been terminated summarily);
 - 2. his resignation which results in the termination of his employment within five years of the Investment Date other than due to death, ill health, in circumstances where he is constructively dismissed or by agreement of the Board (with Nominee consent);
 - 3. material breach by him of any obligation (other than in relation to breach of warranty) he may have under the Shareholders Agreement (which breach, if capable of remedy, has not been remedied within 10 Business Days of written notice of such breach having been given to the Leaver by the directors or by the Nominee);
 - 4. his being convicted of a criminal offence which results in a custodial sentence; and
 - (iii) **"Leaver"** means an Employee Shareholder ceasing for whatever reason (including death) to be an employee or consultant of any Group Company or to hold the office of a director of any Group Company and as a consequence no longer being a director or employee or consultant of any other Group Company;
- (j) For the purpose of this Article 29, the date upon which a Shareholder ceases to hold office or employment or to be a consultant shall be:
 - (i) where a contract of employment or consultancy or directorship is terminated by the relevant Group Company by giving notice to the employee, consultant or director of the termination of the employment or directorship or consultancy, the date of that notice (whether or not a payment is made by the relevant Group Company in lieu of all or part of the notice period required to be given by the relevant Group Company in respect of such termination);
 - (ii) where a contract of employment or directorship or consultancy is terminated by the employee, director or consultant by giving notice to the relevant Group Company of the termination of the employment or directorship or consultancy, the date of that notice;

- (iii) save as provided in Article 29.4(j)(i), where a Group Company or employee, director or consultant wrongfully repudiates the contract of employment, consultancy or directorship and the other accepts that the contract of employment, consultancy or directorship has been terminated, the date of such acceptance;
 - (iv) where a contract of employment, consultancy or directorship is terminated under the doctrine of frustration, the date of the frustrating event; and
 - (v) where a contract of employment or directorship or consultancy is terminated for any reason other than in the circumstances set out in Articles 29.4(j)(i) to 29.4(j)(iv) above, the date on which the action or event giving rise to the termination occurs;
- (k) **"Fair Value"** for the purposes of these Articles means as agreed between the directors (with the approval of the Nominee) and the Compulsory Seller or, in the absence of agreement within 21 days of the date of service of the Compulsory Sale Notice, by the Independent Experts in accordance with Article 29.4(l);
- (l) If agreement of the Fair Value cannot be reached between the directors (with the approval of the Nominee) and the Compulsory Seller within 21 days of the date of service of the relevant Compulsory Sale Notice, then the Fair Value shall be determined by a firm of independent accountants, either agreed by the directors and the Compulsory Seller (with the approval of the Nominee) or, in the event of their failure to agree within 28 days of the date of service of the Compulsory Sale Notice, as shall be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales (the **"Independent Experts"**). The Independent Experts shall be instructed to determine and certify the Fair Value on the basis which, in their opinion, represents a fair price for each Compulsory Sale Share as at the date of service of the Compulsory Sale Notice. In so determining and certifying, the Independent Experts shall:
 - (i) not take into account the proportion of the relevant class of Shares (or of all the issued Shares) which the Compulsory Sale Shares represent;
 - (ii) value the Compulsory Sale Shares as on an arm's length sale between a willing seller and a willing purchaser in accordance with current accounting practice on a going concern basis; and
 - (iii) assume that the Compulsory Sale Shares can be transferred without restriction.

The Independent Experts shall act as experts and not as arbitrators and (in the absence of manifest error) their determination shall be final and binding on all persons concerned and (in the absence of fraud) they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith. The costs of the Independent Experts shall be borne as they shall determine.

30. Drag along

- 30.1 Subject to the consent of both the Nominee and the holders of a majority of the Shares being obtained, a Shareholder or Shareholders (excluding any C Ordinary Shareholder or D Ordinary Shareholder) who together hold more than 50% of the entire issued Share capital of the Company

excluding any C Ordinary Shareholder or D Ordinary Shareholder) (under this Article 30 the **"Selling Shareholder(s)"**) shall have the right (the **"Drag Along Right"**) to require all of the other Shareholders (the **"Called Shareholders"**) to facilitate a bona fide sale of all the issued Shares to a Third Party by the transfer to such Third Party of all of the Shares held by the Called Shareholders subject to compliance with this Article 30.

- 30.2 The Drag Along Right may be exercised by the Selling Shareholder(s) serving notice to that effect (the **"Drag Along Notice"**) on the Called Shareholders specifying that each Called Shareholder is required to transfer all his Shares pursuant to this Article (the **"Called Shares"**) and specifying the price per Share offered by the Third Party.
- 30.3 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Selling Shareholder(s) does not transfer his/their Shares to the Third Party within 45 days from the date of the Drag Along Notice.
- 30.4 The Called Shareholders shall be obliged to sell the Called Shares only on terms that they shall be entitled to receive for their holdings of Shares a sum per Share equal to the sum per Share received by the Selling Shareholder(s) (and in the event of the Selling Shareholder(s) receiving a non-cash sum, the Called Shareholders' entitlement shall be to receive the same non-cash sum per Share as is received by the Selling Shareholder(s) and the price or consideration may be different for different classes of Shares provided that Shares in the same class shall receive the same pro rata to their holdings)) (the **"Drag Along Price"**). The Called Shareholders shall be obliged to sell their Called Shares with full title guarantee free from any charge, lien or other encumbrance and with all rights attached thereto as at the date of the Drag Along Notice or arising thereafter but shall not otherwise be required to give any warranties or indemnities or enter into any other obligation with the Third Party.
- 30.5 Upon the exercise of the Drag Along Right in accordance with this Article each of the Called Shareholders shall be bound to sell his Called Shares for the Drag Along Price and otherwise in accordance with this Article 30.
- 30.6 Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Selling Shareholder(s) to the Called Shareholders save that:
- (a) the Selling Shareholder(s) may not specify a date that is less than 14 days after the date of the Drag Along Notice; and
 - (b) the date so specified by the Selling Shareholder shall be the same date as the date proposed for completion of the sale of his/their Shares,
- unless in the case of the sale by any particular Called Shareholder that Called Shareholder and the Selling Shareholder(s) otherwise agree.
- 30.7 In the event that any Called Shareholder fails to complete the sale of any of the Called Shares in accordance with this Article 30 the directors may authorise some person to execute a transfer of the Called Shares to the Third Party (or as it may direct) and the Company may give a good receipt for the purchase price of such Called Shares and may register the Third Party as holder thereof and issue to it (or as it may direct) certificates for the same whereupon the Third Party shall be indefeasibly entitled thereto. The Called Shareholder shall in such case be bound to deliver up its certificates for the Called Shares to the Company whereupon the Called Shareholder shall be entitled to receive the Drag Along Price which shall in the meantime be held by the Company on trust for the Called Shareholder but without interest.

- 30.8 If a Sale arises following the service of a Drag Along Notice pursuant to the foregoing provisions of this Article 30 then, notwithstanding anything contained in this Article 30, the Sale Proceeds shall ultimately be receivable by the Shareholders as provided in Article 34.

31. Tag Along

- 31.1 Subject to Article 31.4, no transfer of Shares ("**Proposed Transfer**") to a Third Party may be made by a Shareholder (a "**Seller**") or registered by the directors unless:

- (a) a Tag Along Offer is made by the proposed transferee(s) ("**Buyer**") to all the Shareholders other than the Seller (the "**Tag Along Shareholders**"); and
- (b) the Buyer complies in all respects with the terms of the Tag Along Offer at the time of completion of the sale and purchase of Shares pursuant to it.

- 31.2 For the purposes of this Article 31:

- (m) "**Tag Along Offer**" means an offer in writing served on each of the Tag Along Shareholders offering to purchase the Relevant Proportion of all the Shares held by each such Tag Along Shareholder free from all liens, charges and encumbrances, which:
 - (i) is stipulated to be open for acceptance for at least 21 days;
 - (ii) offers a consideration for each Share equal to the highest price per Share payable by the Buyer to the Seller under the Proposed Transfer (whether in cash, securities or otherwise in any combination) and the price or consideration may be different for different classes of Shares provided that Shares in the same class shall receive the same pro rata to their holdings);
 - (iii) includes an undertaking by or on behalf of the Buyer that no other consideration per Share (whether in cash or otherwise) is to be received or receivable by the Seller or any other Tag Along Shareholder which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Shares to be sold by that Tag Along Shareholder and that the Buyer has not otherwise entered into more favourable terms or has agreed more favourable terms with any other Shareholder for the purchase of Shares;
 - (iv) is on terms that the sale and purchase of all Shares in respect of which the offer is accepted will be completed at the same time;
- (b) "**Relevant Proportion**" means, in relation to each Tag Along Shareholder, the proportion of the Shares held by that Tag Along Shareholder as is equal to the proportion that the Shares to be transferred by the Seller under the Proposed Transfer bears to the total number of Shares held by the Seller.

- 31.3 If a Sale arises following an approved offer pursuant to the foregoing provisions of this Article 31 then, notwithstanding anything contained in this Article 31, the Sale Proceeds shall ultimately be receivable by the Shareholders as provided in Article 34.

- 31.4 The provisions of Article 31.1 shall not apply to any transfer of Shares:

- (a) which is permitted pursuant to Article 29.2; or
- (b) which the Board has resolved, with Nominee consent, may proceed without this Article

31 applying (save in circumstances where the Proposed Transfer involves the sale of more than 50% of the voting rights attaching to the Shares).

- 31.5 A Shareholder shall be entitled to waive his rights under this Article in whole or in part in any particular case.

32. Transmittees bound by prior notices

If a notice is given to a Shareholder in respect of Shares and a transmittee (or a transferee nominated by such transmittee pursuant to Model Article 28) is entitled to those Shares, the transmittee (or transferee) is bound by the notice if it was given to the Shareholder before the transmittee's (or transferee's) name has been entered in the register of Shareholders. Model Article 29 shall be amended accordingly.

DIVIDENDS

33. Dividends

- 33.1 No dividend or distribution may be declared or paid without the consent of the Nominee.
- 33.2 Save as set out in these Articles, the Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares shall rank *pari passu* for any dividend or other distribution. The holders of the C Ordinary Shares shall not be entitled to receive any dividend or other distribution.
- 33.3 Dividends shall be paid *pro rata* to all holders of Equity Shares (other than holders of the C Ordinary Shares).

RETURN OF CAPITAL

34. Capital

- 34.1 On a return or reduction of capital (other than on a Liquidation or winding up or a purchase of Shares made in accordance with these Articles) the surplus assets and retained profits remaining after the payment of the Company's liabilities and available for distribution to the Shareholders shall be applied as follows:
- (a) first, in paying to the holders of the Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares (as if they were one class of Share) in respect of each Ordinary Share, A Ordinary Share, B Ordinary Share and D Ordinary Share a sum equal to any arrears and accruals of dividends declared but not paid on those Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares calculated down to (and including) the date of the return of capital and, if there is a shortfall of assets remaining to satisfy such payments in full, the surplus assets and retained profits shall be distributed to the holders of the Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares *pro rata* to the aggregate amounts due under this Article 34.1(a) to each such Ordinary Share, A Ordinary Share, B Ordinary Share and D Ordinary Share held (as if they were one class of Share); and
 - (b) second:
 - (i) if the Total Return is equal to or less than the aggregate Relevant Issue Price, in paying to the holders of the A Ordinary Shares and B Ordinary Shares (as if they were one class of Share) the Relevant Issue Price (in respect of each such A Ordinary Share and B Ordinary Share held) (and if there is insufficient cash to

pay such amounts in full, payment will be made to the holders of the A Ordinary Shares and B Ordinary Shares pro rata as nearly as possible to the respective amounts paid up on the A Ordinary Shares and B Ordinary Shares then held by them (as if they were one class of Share)); or

(ii) if the Total Return is greater than the aggregate Relevant Issue Price, distributing the Total Proceeds amongst the holders of the Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares on a pro rata basis (as if they were one class of Share) save that, once the pro rata amount due and payable on the B Ordinary Shares has been calculated under this sub-article ("**B Capital Return Allocation**");

1. an amount equal to the Relevant Issue Price in respect of each such B Ordinary Share held shall be paid to the holders of the B Ordinary Shares from the B Capital Return Allocation, leaving a surplus ("**B Capital Return Surplus**"); and
2. an amount equal to 20% of the B Capital Return Surplus allocated to the holder(s) of B1 Ordinary Shares shall be paid in aggregate to the holders of the C Ordinary Shares pro rata to the number of C Ordinary Shares held (instead of being paid to the holders of the B1 Ordinary Shares); and
3. an amount equal to 7.5% of the B Capital Return Surplus allocated to the holder(s) of B2 Ordinary Shares shall be paid in aggregate to the holders of the C Ordinary Shares pro rata to the number of C Ordinary Shares held (instead of being paid to the holders of the B2 Ordinary Shares); and
4. an amount equal to 10% of the B Capital Return Surplus allocated to the holder(s) of B3 Ordinary Shares shall be paid in aggregate to the holders of the C Ordinary Shares pro rata to the number of C Ordinary Shares held (instead of being paid to the holders of the B3 Ordinary Shares); and
5. the balance, if any, of the B Capital Return Allocation shall be retained by the holders of the B Ordinary Shares such that the B1 Ordinary Shares receive their pro rata allocation of the B Capital Return Allocation on a pro rata basis less that paid pursuant to article 34.1(b)(ii)(2), the B2 Ordinary Shares receive their pro rata allocation of the B Capital Return Allocation on a pro rata basis less that paid pursuant to article 34.1(b)(ii)(3), and the B3 Ordinary Shares receive their pro rata allocation of the B Capital Return Allocation on a pro rata basis less that paid pursuant to article 34.1(b)(ii)(4).

34.2 On a Sale the Sale Proceeds shall be applied between the Shareholders as follows:

- (a) first, in paying to the holders of the Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares (as if they were one class of Share) in respect of each Ordinary Share, A Ordinary Share, B Ordinary Share and D Ordinary Share a sum equal to any arrears and accruals of dividends declared but not paid on those Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares calculated down to (and including) the date of the Sale. If there is insufficient cash to pay such amounts in full, payment will be made to the Ordinary Shareholders, A Ordinary Shareholders, B Ordinary Shareholders and D Ordinary Shareholders, pro rata as nearly as possible to the respective amounts due to the holders of the Ordinary Shares, A Ordinary Shares, B

Ordinary Shares and D Ordinary Shares then held (as if they were one class of Share);

(b) secondly:

(i) if the Total Return is equal to or less than the aggregate Relevant Issue Price, in paying to the holders of the A Ordinary Shares and B Ordinary Shares (as if they were one class of Share) the Relevant Issue Price (in respect of each such A Ordinary Share and B Ordinary Share held) (and if there is insufficient cash to pay such amounts in full, payment will be made to the holders of the A Ordinary Shares and B Ordinary Shares pro rata as nearly as possible to the respective amounts paid up on the A Ordinary Shares and B Ordinary Shares then held by them (as if they were one class of Share)); or

(ii) if the Total Return is greater than the aggregate Relevant Issue Price, distributing the Total Proceeds amongst the holders of the Ordinary Shares, A Ordinary Shares, B Ordinary Shares and D Ordinary Shares on a pro rata basis (as if they were one class of Share) save that, once the pro rata amount due and payable on the B Ordinary Shares has been calculated under this sub-article ("**B Sale Proceeds Allocation**");

1. an amount equal to the Relevant Issue Price in respect of each such B Ordinary Share held shall be paid to the holders of the B Ordinary Shares from the B Sale Proceeds Allocation, leaving a surplus ("**B Sale Proceeds Surplus**"); and
2. an amount equal to 20% of the B Sale Proceeds Surplus allocated to the holder(s) of B1 Ordinary Shares shall be paid in aggregate to the holders of the C Ordinary Shares pro rata to the number of C Ordinary Shares held (instead of being paid to the holders of the B1 Ordinary Shares); and
3. an amount equal to 7.5% of the B Sale Proceeds Surplus allocated to the holder(s) of B2 Ordinary Shares shall be paid in aggregate to the holders of the C Ordinary Shares pro rata to the number of C Ordinary Shares held (instead of being paid to the holders of the B2 Ordinary Shares); and
4. an amount equal to 10% of the B Sale Proceeds Surplus allocated to the holder(s) of B3 Ordinary Shares shall be paid in aggregate to the holders of the C Ordinary Shares pro rata to the number of C Ordinary Shares held (instead of being paid to the holders of the B3 Ordinary Shares); and
5. the balance, if any, of the B Sale Proceeds Allocation shall be paid to the holders of the B Ordinary Shares such that the B1 Ordinary Shares receive their pro rata allocation of the B Sale Proceeds Allocation on a pro rata basis less that paid pursuant to article 34.2(b)(ii)(2), the B2 Ordinary Shares receive their pro rata allocation of the B Sale Proceeds Allocation on a pro rata basis less that paid pursuant to article 34.2(b)(ii)(3), and the B3 Ordinary Shares receive their pro rata allocation of the B Sale Proceeds Allocation on a pro rata basis less that paid pursuant to article 34.2(b)(ii)(4).

34.3 On a return of capital on a Liquidation or winding up the Shares shall rank pari passu in all respects.

34.4 The Shareholders shall take all steps within their powers to ensure that any surplus assets and

retained profits and any Sale Proceeds are paid to Shareholders in accordance with the provisions of Articles 34.1 and 34.2 and, if necessary, shall make such payments between themselves as shall ensure that such amounts are so paid.

- 34.5 For the purpose of this Article 34, the amount "**paid up**" on a Share shall mean the total subscription price paid, or deemed to be paid, for that Share, including sums paid, or credited as paid, by way of premium.

DECISION-MAKING BY SHAREHOLDERS – ORGANISATION OF GENERAL MEETINGS

35. Notice of general meeting

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

36. Chairing general meetings

Model Article 39.2 shall be amended by the insertion of the following words "(including a proxy or a corporate representative)" after the word "Shareholder".

37. Content of proxy notices

Model Article 45.1(d) shall be amended by the insertion of the words "(or adjourned meeting)" after the word "meeting".

DECISION-MAKING BY SHAREHOLDERS

38. Poll Votes

- 38.1 A poll may be demanded by:

- (a) the chairman of the meeting;
 - (b) the directors; or
 - (c) any Shareholder present in person or by proxy and entitled to vote,
- and Model Article 44(2) shall be modified accordingly.

- 38.2 On a poll on any resolution to amend these Articles or to adopt new articles of association for the Company, if the Nominee votes against the resolution it shall be entitled to exercise in aggregate such number of votes as equals 26% of the total number of votes exercised in favour of the resolution. If voting in favour of the resolution, the Nominee will, on a poll, have one vote for each B Ordinary Share held by it.

39. Non-voting Shares

The holders of C Ordinary Shares and D Ordinary Shares shall not be entitled to attend at, speak as or vote at any meeting or resolution of the Shareholders of the Company save where the business of such meeting relates to or purports to vary the rights attaching to the C Ordinary Shares or D Ordinary Shares (respectively) (or where they are also the holders of Shares of a different class, in which case the C Ordinary Shares or D Ordinary Shares held by them shall be non-voting both on a show of hands and on a poll). Consequentially, any references to resolutions of the Company in these Articles shall not include C Ordinary Shareholders or D

Ordinary Shareholders save as outlined in this Article.

40. Chairman's casting vote

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall not be entitled to a casting vote in addition to any other vote which he may have.

ADMINISTRATIVE ARRANGEMENTS

41. When a communication is deemed received

- 41.1 Any document or information, if sent by first class post, shall be deemed to have been received on the day following that on which the envelope containing it is put into the post, or, if sent by second class post, shall be deemed to have been received on the second day following that on which the envelope containing it is put into the post and in proving that a document or information has been received it shall be sufficient to prove that the letter, envelope or wrapper containing the document or information was properly addressed, prepaid and put into the post.
- 41.2 Any document or information not sent by post but left at a registered address or address at which a document or information may be received shall be deemed to have been received on the day it was so left.
- 41.3 Any document or information, if sent or supplied by electronic means, shall be deemed to have been received on the day on which the document or information was sent or supplied by or on behalf of the company.
- 41.4 If the company receives a delivery failure notification following a communication by electronic means in accordance with Article 41.3, the company shall send or supply the document or information in hard copy or electronic form (but not by electronic means) to the Shareholder either personally or by post addressed to the Shareholder at his registered address or by leaving it at that address. This shall not affect when the document or information was deemed to be received in accordance with Article 41.3.
- 41.5 Every person who becomes entitled to a Share shall be bound by every notice in respect of that Share which before his name is entered in the register of Shareholders was given to the person from whom he derives his title to the Share.

42. Notices in writing given to the company by Shareholders

Any notice in writing given to the Company by a Shareholder shall take effect when it is lodged at the office or produced to any directors' meeting.

43. Company seals

Model Article 49 shall be amended by the insertion of the following words at the end of paragraph (1): "or of a committee of the directors" and the insertion of the following new paragraph (5):

"(5) The company may exercise the powers conferred by the Companies Act with regard to having official seals and those powers shall be vested in the directors. Subject to the Companies Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, and affixed in such manner as the directors may from time to time determine."

WINDING UP

44. Winding up

If the Company is wound up, the liquidator may, with the sanction of a special resolution of the company and any other sanction required by the Companies Act and by Article 34 of these Articles, subject always to Article 34 of these Articles, divide among the Shareholders *in specie* the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he with like sanction determines, but no Shareholder shall be compelled to accept any assets upon which there is liability.

DIRECTORS' INDEMNITY

45. Indemnity

- 45.1 Subject to Article 45.5, a relevant director of the Company or of an associated company may be indemnified out of the Company's assets against:
- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;
 - (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act);
 - (c) any other liability incurred by that director as an officer of the Company or an associated company.
- 45.2 The Company may fund the expenditure of a relevant director of the Company or of any associated company for the purposes permitted under the Companies Act and may do anything to enable such relevant director to avoid incurring such expenditure as provided in the Companies Act.
- 45.3 No relevant director of the Company or of any associated company shall be accountable to the Company or the Shareholders for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the Company.
- 45.4 The powers given by this Article shall not limit any general powers of the Company to grant indemnities, purchase and maintain insurance or provide funds (whether by way of loan or otherwise) to any person in connection with any legal or regulatory proceedings or applications for relief.
- 45.5 This Article 45 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Act or by any other provision of law.
- 45.6 In this Article 45:
- (a) companies are **associated** if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and
 - (b) a **relevant director** means any director or former director of the Company or of an

associated company.

45.7 Model Article 52 shall be amended accordingly.