

JPIMEDIA HOLDINGS LIMITED

(Company No. 11595120)

(the “Company”)

The following resolutions were duly passed on 6th March 2019 by way of written resolutions pursuant to Chapter 2 of Part 13 of the Companies Act 2006.

SPECIAL RESOLUTIONS

1. THAT the articles of association, substantially in the form annexed to the written resolutions (the “**New Articles**”), be adopted by the Company in substitution for, and to the exclusion of, the existing articles of association.

ORDINARY RESOLUTIONS

2. THAT, subject to the passing of resolution 1, in accordance with section 551 of the Companies Act 2006, the directors be generally and unconditionally authorised to allot up to 244,444 B Ordinary Shares in the Company up to an aggregate nominal amount of £2,444.44 (“**New Issuances**”) provided that this authority shall, unless renewed, varied or revoked by the Company, expire on five (5) years after the date on which this resolution is passed, save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired.
3. THAT, subject to the passing of resolution 1, the 2,200,000 ordinary shares held by the current members of the Company be re-designated into A Ordinary Shares of £0.01 each in the capital of the Company, such shares having the rights and being subject to the restrictions as set out in the New Articles.

WEDNESDAY



SCT *S81NPFM3*
20/03/2019 #386
COMPANIES HOUSE

**COMPANIES HOUSE
EDINBURGH**

20 MAR 2019

FRONT DESK

Signed:

Peter McCall, Company Secretary

Date:

20/3/19

6 March 2019

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
JPIMEDIA HOLDINGS LIMITED
Company Number 11595120
(Adopted by special resolution passed
on 6 March 2019)

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THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

JPIMEDIA HOLDINGS LIMITED

Company Number 11595120

(the “Company”)

**Adopted
by special resolution passed on 6 March 2019 (“Effective Date”)**

INTERPRETATION AND LIMITATION OF LIABILITY

1. DISAPPLICATION OF MODEL ARTICLES

The model articles of association for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2009/3229) shall not apply to the Company.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Articles, unless expressly stated otherwise:

“**A Ordinary Shares**” means the A ordinary shares of £0.01 each in the capital of the Company having the rights and restrictions set out in the Articles;

“**Action**” has the meaning given in Article 9.1;

“**Affiliate**” means:

- (a) in the case of a person which is a body corporate, any direct or indirect subsidiary undertaking or parent undertaking of that person and any direct or indirect subsidiary undertaking of such parent undertaking, or any entity which manages and/or advises that person, is managed and/or advised by that person, or is managed and/or advised by the same entity as that person, in each case from time to time;
- (b) in the case of a person which is an individual, any spouse, co-habitee and/or lineal descendants by blood or adoption or any person or persons acting in its or their capacity as trustee or trustees of a trust of which such individual is the settlor;

- (c) in the case of a person which is a partnership or limited partnership, the partners of the person or their nominees or a nominee or trustee for the person, or any investors in a fund which holds interests, directly or indirectly, in the partnership or limited partnership or any sub-fund or any other partnership in which the partnership holds, directly or indirectly, any interests;
- (d) any Related Fund;
- (e) any entity which manages or advises any entity referred to in paragraphs (c) or (d) above; and
- (f) an Affiliate of any person in paragraphs (a) to (e) above;

“alternate” or **“alternate director”** has the meaning given in Article 56.4;

“appointor” has the meaning given in Article 56.4;

“Articles” means the Company’s articles of association for the time being in force;

“Asset Sale” means a sale by the Company (or other Group Companies) of all, or substantially all, of the Group’s business, assets and undertakings (other than pursuant to an intra-group reorganisation) to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions;

“Award Agreement” means the agreement between the Company and a member governing that member’s ownership of any B Ordinary Shares;

“Award Date” means the date that the particular B Ordinary Shares were allotted or transferred to the holder of those B Ordinary Shares;

“B Hurdle” means £30,000,000;

- (a) *less*, any Liquidation Proceeds paid to the holders of A Ordinary Shares; and
- (b) *plus*, the subscription amount for any equity securities subscribed for by the Investors in a Group Company after the date of these Articles,

and in the event that the B Hurdle is less than £0 it shall be deemed to equal £0;

“B Ordinary Shares” means the B ordinary shares of £0.01 each in the capital of the Company having the rights and restrictions set out in the Articles;

“Bad Leaver” has the meaning given in Article 12.2;

“bankruptcy” includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

“board observer” means any observers who are entitled to receive notice of and attend meetings of the board of directors pursuant to the Shareholders’ Agreement;

“Business Day” means a day (other than a Saturday or Sunday) on which banks in the City of London are open for ordinary banking business;

“call” has the meaning given in Article 21.1;

“call notice” has the meaning given in Article 21.1;

“call payment date” has the meaning given in Article 24.2;

“capitalised sum” has the meaning given in Article 69.1(b);

“Cause” means:

- (a) conviction for a criminal offence involving fraud or dishonesty whether or not referable to the person’s office as a director or the services provided under the terms of the employment agreement or appointment letter;
- (b) gross misconduct by the person;
- (c) misconduct or gross negligence by the person which, in the board of directors’ reasonable opinion, has damaged or may damage the business or affairs of the Company or any other Group Company
- (d) any conduct by the person which, in the board of directors’ reasonable opinion, brings or is likely to bring the person, the Company or any other Group Company into disrepute;
- (e) conduct by the person which, in the board of directors’ reasonable opinion, materially breaches any of the internal policies or procedures by which the person has agreed to abide;
- (f) the person’s failure to perform his duties to the reasonable satisfaction of the board of directors (having been given notice in writing of the underperformance and a reasonable opportunity to improve); or
- (g) any other fact or circumstance justifying the person’s removal from office by reason of any breach of duties or default by whether pursuant to the terms on which the person is engaged as a director, or pursuant to applicable local law or applicable company by-laws;

“chairman” has the meaning given in Article 49 (Chairing Of Directors’ Meetings);

“chairman of the meeting” has the meaning given in Article 73 (Chairing General Meetings);

“Co-Investment Scheme” means a scheme under which certain officers, employees or partners of the relevant entity are entitled or required (as individuals or through any other person) directly or indirectly to acquire interests in shares in the Company;

“Companies Acts” means the Companies Acts (as defined in section 2 of the Companies Act 2006), in so far as they apply to the Company;

“Company’s lien” has the meaning given in Article 19.1;

“Compulsory Sellers” has the meaning give in Article 12.3;

“Compulsory Sellers Shares” has the meaning given in Article 12.3;

“Corporate Permitted Transferee” has the meaning given in Article 11.1(b)

“Corporate Transferor” has the meaning given in Article 11.1(b);

“Deferred Shares” means the deferred shares of £0.01 each in the capital of the Company having the rights and restrictions set out in the Articles;

“**director**” means a director for the time being of the Company, and includes any person occupying the position of director, by whatever name called;

“**Disqualified Transferee**” means any person whose business is or seeks to be in competition with the Group’s business as carried on at the relevant time and in the same jurisdiction(s) in which the Group conducts its business, any Affiliate thereof or any person or its Affiliates holding greater than 25% direct or indirect ownership or controlling more than 25% of the direct or indirect voting rights of any such person;

“**distribution recipient**” has the meaning given in Article 63.2;

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

“**Drag Along Notice**” has the meaning given in Article 14.2;

“**Drag Along Sale Proceeds**” has the meaning given in Article 14.5;

“**Dragged Shareholders**” has the meaning given in Article 14.1;

“**Dragged Shares**” has the meaning given in Article 14.1;

“**Effective Date**” has the meaning given on the first page of the Articles;

“**electronic form**” has the meaning given in section 1168 of the Companies Act 2006;

“**eligible director**” has the meaning given in Article 45.3;

“**Employee**” means an individual who is employed by, or is a director of, any member of the Group, or an individual whose services are otherwise made available to any member of the Group (and “employment” shall be construed accordingly);

“**Employee Benefit Trust**” means a trust established, with Investor Majority consent, for the purpose of enabling or facilitating transactions in shares between, and/or the acquisition of beneficial ownership of shares by, the bona fide employees or former employees of any member of the Group from time to time, or the spouses, civil partners, widows, widowers, surviving civil partners, children or stepchildren under the age of 18 of any such employees or former employees;

“**Executive Director**” means any person appointed as an executive director of the Group, from time to time;

“**Exit**” means an IPO, a Winding-Up, a Sale or an Asset Sale;

“**Family Member**” means in relation to any individual, his or her spouse (widow or widower), civil partner and every child and remoter descendant (including stepchildren and adopted children);

“**Family Trust**” means in relation to any individual, a trust (including a pensions fund) established by such individual which permits the settled property or the income from it to be applied only for the benefit of such individual and/or his Family Members and under which no power of control is capable of being exercised over the votes attached to any shares held by the trust by any person other than the trustees, the individual or his Family Members;

“**Final Vesting Date**” has the meaning given in Article 13.1(d);

“Finance Documents” means any financing or security agreements and documents entered into by any Group Company and which are material to the Group as a whole, as amended, supplemented or replaced from time to time;

“fully paid” in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

“Good Leaver” has the meaning given in Article 12.1;

“Group” means the Company and each of its subsidiary undertakings from time to time including any New Holding Company and **“member of the Group”** and **“Group Company”** shall be construed accordingly;

“hard copy form” has the meaning given in section 1168 of the Companies Act 2006;

“holder” in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

“Individual Permitted Transferee” has the meaning given in Article 11.1(a);

“Individual Transferor” has the meaning given in Article 11.1(a);

“instrument” means a document in hard copy form;

“Internal Reorganisation” means any event, scheme or arrangement whereby a Successor Company obtains more than 50% of the voting rights in the Company and immediately afterwards:

- (a) the issued share capital of the Successor Company carrying more than 50% of the total voting rights of the Successor Company is owned directly or indirectly by a person or persons who, either individually or in aggregate, had held more than 50% of the voting rights in the Company immediately prior to such event, scheme or arrangement; or
- (b) the majority of the persons comprising the board of directors of the Successor Company are persons who were members of the board of directors of the Company immediately prior to such event, scheme or arrangement;

“Investor Director” means a director of the Company who is appointed as an “Investor Director” pursuant to the terms of the Shareholders’ Agreement;

“Investor Majority” means the holders of a majority in number of the A Ordinary Shares for the time being in issue acting by way of written consent or direction;

“IPO” means the effective admission of shares or securities representing those shares (including without limitation depositary interests, American depositary receipts, American depositary shares and/or other instruments) of any Group Company on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by the London Stock Exchange Plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) as nominated by the board of directors;

“Lead Investor” has the meaning given in Article 49.1;

“Leaver” means any Employee who ceases to be an Employee and who holds or has an Individual Permitted Transferee which holds any B Ordinary Shares;

“Liquidation Proceeds” has the meaning given in Article 7.2;

“lien enforcement notice” has the meaning given in Article 20.1(a);

“Material Default” means either:

- (a) there has occurred an event of default under the Finance Documents which has not been remedied or waived by the relevant providers of finance; or
- (b) in the opinion of the board of directors there is a likelihood of an imminent event of default under the Finance Documents occurring;

“member” means a person who is the holder of a share;

“MIP Payment” has the meaning given in Article 7.4;

“NASDAQ” means the NASDAQ Stock Market of the NASDAQ OMX Group Inc.;

“New Holding Company” means a holding company of the Company in which the share capital structure of the Company is replicated in all material respects, save that in the case of an IPO the share capital of any such holding company may comprise a single class of shares the holding of which is apportioned in accordance with Article 9.1;

“ordinary resolution” has the meaning given in section 282 of the Companies Act 2006;

“Ordinary Shares” means the A Ordinary Shares and B Ordinary Shares;

“Original Purchase Price” means the original amount paid by the holder per share for a particular B Ordinary Share;

“paid” means paid or credited as paid, and shall include payment in cash for the purposes of section 583 of the Companies Act;

“participate”, in relation to a directors’ meeting, has the meaning given in Article 47.1;

“partly paid” in relation to a share means that part of that share’s nominal value or any premium at which it was issued has not been paid to the Company;

“Payment Priority” has the meaning given in Article 7.2;

“persons entitled” has the meaning given in Article 69.1(b);

“Prescribed Price” has the meaning given in Article 12.5;

“Proceeds of Sale” means the consideration payable (including any deferred consideration) whether in cash or otherwise to those members selling shares pursuant to a Sale (net of all costs, fees, charges and expenses of the members who are selling their shares and each Group Company incurred in connection with the Sale, in each case as approved by the Investor Majority (acting reasonably));

“Proposed IPO” has the meaning given in Article 9.1;

“Proposed Purchaser” has the meaning given in Article 14.1;

“Proposed Transferee” has the meaning given in Article 15.1;

“Proposed Transferors” has the meaning given in Article 15.1;

“proxy notice” has the meaning given in Article 80.1;

“Related Fund” in relation to a fund (the first fund) means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund;

“relevant rate” has the meaning given in Article 24.2(b);

“Sale” means the transfer of A Ordinary Shares (whether through a single transaction or a series of transactions) as a result of which any person will hold (a) 50% or more in aggregate of the total number of A Ordinary Shares then in issue or (b) where a Supermajority Scenario exists, two thirds or more in aggregate of the total number of A Ordinary Shares then in issue, in each case other than any transfer by a holder to its Affiliate pursuant to Article 10.3;

“Shareholders’ Agreement” means the Investment and Shareholders’ Agreement entered into between certain members and the Company on 17 November 2018 and amended on or around the Effective Date;

“shares” means any shares in the capital of the Company of any class;

“special resolution” has the meaning given in section 283 of the Companies Act 2006;

“subsidiary” has the meaning given in section 1159 of the Companies Act 2006;

“Successor Company” means a company holding more than 50% of the voting rights in the Company immediately following an Internal Reorganisation;

“Supermajority Scenario” occurs where one member together with its Affiliates hold more than 40% of the A Ordinary Shares for the time being in issue;

“Tag Acceptance Notice” has the meaning given in Article 15.4;

“Tag Closing Date” has the meaning given in Article 15.2;

“Tag Completion Date” has the meaning given in Article 15.5;

“Tag Offer” has the meaning given in Article 15.1;

“Tagging Shareholder” has the meaning given in Article 15.4;

“Tax” means all forms of taxation, levy, impost, contribution, duty, liability and charge in the nature of taxation imposed anywhere in the world and all related withholdings or deductions of any nature (including, for the avoidance of doubt, PAYE and National Insurance contribution liabilities in the United Kingdom and corresponding obligations elsewhere) imposed or collected by a Tax Authority whether directly or primarily chargeable against, recoverable from or attributable to any of the Group Companies or another person and all fines, penalties, charges and interest related to any of the foregoing (and **“Taxes”** and **“Taxation”** shall be construed accordingly);

“Tax Authority” means a taxing or other governmental (local or central), state or municipal authority (whether within or outside the United Kingdom) competent to impose a liability for or to collect Tax;

“transfer” has the meaning given in Article 10.1;

“transmittee” means a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law;

“Unvested Shares” means any B Ordinary Shares that are not Vested Shares;

“Valuer” has the meaning given in Article 12.5(b);

“Vendor Shareholders” has the meaning given in Article 14.1;

“Vendor Shares” has the meaning given in Article 14.1;

“Vested Shares” means, in respect of any B Ordinary Shares held by a person, the B Ordinary Shares that have vested in accordance with Article 13 (Vesting) and **“Vested”** shall be construed accordingly;

“Winding-Up” means a distribution to the holders of Ordinary Shares pursuant to a winding-up or dissolution of the Company or a New Holding Company;

“Withheld Amount” has the meaning given in Article 7.5; and

“writing” means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

2.2 In the Articles, unless the context otherwise requires:

- (a) terms used shall, unless otherwise defined herein, bear the meaning ascribed to them in the Companies Act 2006 as in force on the date when the Articles became binding on the Company;
- (b) references to Articles are references to the relevant article of these Articles unless expressly provided otherwise;
- (c) a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (i) any subordinate legislation from time to time made under it; and
 - (ii) any amendment or re-amendment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (d) references to the singular include the plural and vice versa and references that are gender neutral or gender specific include each and every gender and no gender;
- (e) references to a “person” include any individual, partnership, company, body corporate, corporation sole or aggregate, firm, joint venture, association, trust, government, state or agency of a state, unincorporated association or organisation, in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists, and a reference to any of them shall include a reference to the others;
- (f) references to a “company” include any company, corporation or other body corporate wherever and however incorporated or established;
- (g) references to “sterling”, “pounds sterling” or “£” are references to the lawful currency from time to time of the United Kingdom;
- (h) references to times of the day are to London time unless otherwise stated;

- (i) references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any other legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term;
 - (j) words introduced by the word “other” shall not be given a restrictive meaning because they are preceded by words referring to a particular class of acts, matters or things; and
 - (k) general words shall not be given a restrictive meaning because they are followed by words which are particular examples of the acts, matters or things covered by the general words and the words “includes” and “including” shall be construed without limitation.
- 2.3 The headings and sub-headings in the Articles are inserted for convenience only and shall not affect the construction of the Articles.
- 2.4 Where it is expressed in these Articles that the consent, determination or direction of an Investor Majority is required, such consent, determination or direction shall be deemed to have been given if the relevant matter or transaction has:
- (a) been approved at a meeting of the board of directors by a resolution of the directors in respect of which Investor Directors representing members who in aggregate hold more than 50% of the A Ordinary Shares on issue (“**Investor Majority Directors**”) voted in favour, provided that, prior to the resolution being proposed, the meeting was informed that the relevant matter requires the consent of an Investor Majority and the Investor Directors agree that, in voting in favour of the resolution, their vote shall be regarded as giving consent for the purposes of these Articles and such matters are recorded clearly in the minutes of the relevant meeting of the board of directors;
 - (b) been consented to in writing by the Investor Majority Directors; or
 - (c) been consented to in writing by an Investor Majority.

3. LIABILITY OF MEMBERS

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

SHARES - RIGHTS AND RESTRICTIONS

4. SHARE CAPITAL

- 4.1 The share capital of the Company at the Effective Date is comprised of:

- (a) 2,200,000 A Ordinary Shares;
- (b) 244,444 B Ordinary Shares; and
- (c) 1 Deferred Share.

5. INCOME

- 5.1 The rights as regards income attaching to each class of share shall be as set out in this Article 5 (Income).

5.2 The profits of the Company available for distribution approved at a meeting of the directors by a resolution of the directors to be distributed shall, subject to the provisions of the Companies Acts and the Finance Documents, be distributed by way of dividend amongst the holders of:

- (a) the A Ordinary Shares; and
- (b) the B Ordinary Shares that are Vested Shares,

in accordance with the Payment Priority and in proportion to the numbers of such shares held by them respectively.

5.3 Every dividend shall be apportioned and paid to the appropriate member according to the amounts paid up or credited as paid up on the shares of the relevant class held by them during any portion of the period in respect of which the dividend is payable.

5.4 A Deferred Share shall not entitle its holder to receive any dividend or other distribution nor grant any right to participate in the profits of the Company.

6. VOTING

6.1 The voting rights attaching to each class of share shall be as set out in this Article 6 (Voting).

6.2 Save as otherwise provided in the Articles, the holders of A Ordinary Shares shall, in respect of the A Ordinary Shares held by them, be entitled to receive notice of, attend and speak at and vote at, general meetings of the Company and on a show of hands each such holder shall have one vote and on a poll or on a written resolution each such holder shall have one vote for each A Ordinary Share held by them.

6.3 Save as otherwise provided in the Articles, the holders of B Ordinary Shares and the holders of Deferred Shares shall not, in respect of the B Ordinary Shares or Deferred Shares held by them respectively, be entitled to receive notice of, nor attend, speak at or vote at, general meetings of the Company nor receive a copy of, nor constitute an eligible member in relation to, any proposed written resolution.

6.4 To the extent that there is a Material Default all members shall be deemed to consent to short notice where required by an Investor Majority to enable any general meeting of the Company to be convened and held on short notice pursuant to the Companies Acts, provided that such short notice shall not be for a period of less than 48 hours after the notice is given.

7. RETURN OF CAPITAL OR PROCEEDS OF SALE

7.1 The rights as regards return of capital or proceeds of sale attaching to each class of share shall be as set out in this Article 7 (Return Of Capital Or Proceeds Of Sale).

7.2 On a return of capital on a liquidation, dividend, distribution or otherwise (excluding, for the avoidance of doubt, a conversion of shares) (after the payment of the Company's liabilities) (the "**Liquidation Proceeds**") or, with respect to a Sale, the Proceeds of Sale, shall be applied in the following manner and order of priority (the "**Payment Priority**"):

- (a) first, in paying to the holders of the A Ordinary Shares in the proportion to which such holders of A Ordinary Shares bear to the aggregate number of A Ordinary Shares in issue at that time, the Liquidation Proceeds or Proceeds of Sale up to the B Hurdle; and
- (b) second, in paying to the holders of the Ordinary Shares in the proportion to which such holders of Ordinary Shares bear to the aggregate number of Ordinary Shares in issue at that time, amounts in excess of the B Hurdle.

- 7.3 A Deferred Share shall entitle its holder on a return of capital on a liquidation (but not otherwise) to payment of £0.01 for every £100,000,000 distributed to the holders of A Ordinary Shares under Article 7.2.
- 7.4 Subject to the terms of Article 7.5, where any holder of B Ordinary Shares becomes entitled to payment of any Liquidation Proceeds under Article 7.2(b) (a “**MIP Payment**”), that MIP Payment shall be paid in the following manner:
- (a) if the entitlement to the MIP Payment arises on or after the fourth anniversary of the Award Date, the full amount of the MIP Payment shall be paid to the holder within 10 Business Days of the date that the entitlement arises;
 - (b) if the entitlement to the MIP Payment arises before the fourth anniversary of the Award Date, the MIP Payment shall be paid to the holder as follows:
 - (i) if the entitlement to the MIP Payment arises before the first anniversary of the Award Date, in four equal instalments on the first anniversary of the Award Date, the second anniversary of the Award Date, the third anniversary of the Award Date and the fourth anniversary of the Award Date (or the next Business Day);
 - (ii) if the entitlement to the MIP Payment arises on or after the first anniversary of the Award Date and before the second anniversary of the Award Date, 25% of the MIP Payment within 10 Business Days of the date that the MIP Payment arises and the remainder in three equal instalments on the second anniversary of the Award Date, the third anniversary of the Award Date and the fourth anniversary of the Award Date (or the next Business Day);
 - (iii) if the entitlement to the MIP Payment arises on or after the second anniversary of the Award Date and before the third anniversary of the Award Date, 50% of the MIP Payment within 10 Business Days of the date that the MIP Payment arises and the remainder in two equal instalments on the third anniversary of the Award Date and the fourth anniversary of the Award Date (or the next Business Day); and
 - (iv) if the entitlement to the MIP Payment arises on or after the third anniversary of the Award Date and before the fourth anniversary of the Award Date, 75% of the MIP Payment within 10 Business Days of the date that the MIP Payment arises and the remainder on the fourth anniversary of the Award Date (or the next Business Day).
- 7.5 If, at any time before the full amount of a MIP Payment is due to a holder of B Ordinary Shares in accordance with Article 7.4 (any such unpaid amount, a “**Withheld Amount**”), the holder becomes a Leaver, then:
- (a) if the holder is a Good Leaver, the holder shall be paid the lower of the Withheld Amount and the Original Purchase Price for each B Ordinary Share; and
 - (b) if the holder is a Bad Leaver, all Withheld Amounts will be forfeited and the holder shall have no further entitlement to receive any MIP Payments. Such forfeited amounts will be distributed to the holders of the A Ordinary Shares in the proportion to which such holders of A Ordinary Shares bear to the aggregate number of A Ordinary Shares in issue at that time.
- 7.6 For the avoidance of doubt, Articles 7.4 and 7.5 do not apply to a holder’s entitlement to payment of any Proceeds of Sale under Article 7.2(b).

- 7.7 All Withheld Amounts other than those paid or forfeited in accordance with Article 7.5 shall be due and payable immediately prior to and subject to the occurrence of an Exit.

8. APPORTIONMENT OF CONSIDERATION ON A SALE

- 8.1 On a Sale, with the approval of an Investor Majority, the selling holders of shares in the Company (immediately prior to such Sale) shall procure that the Proceeds of Sale received or receivable by members at any time in respect of the shares that are the subject of the Sale shall be reallocated between them so as to ensure the order of application of the aggregate Proceeds of Sale shall be in the same order of application as the Payment Priority, as if the date of such Sale were the date of the return of capital or proceeds of sale under Article 7 (Return Of Capital Or Proceeds of Sale) and as if the Proceeds of Sale represented all of the assets of the Company available for distribution to the holders of shares in the Company and the directors shall not register any transfer of shares if the Proceeds of Sale are not so distributed save in respect of any shares not sold in connection with that Sale, provided that if the Proceeds of Sale are not settled in their entirety upon completion of the Sale:

- (a) the directors shall not be prohibited from registering the transfer of the relevant shares so long as the Proceeds of Sale that are settled have been distributed in accordance with the Payment Priority; and
- (b) the members shall take any action required by an Investor Majority to ensure that the Proceeds of Sale in their entirety are distributed in accordance with the Payment Priority.

- 8.2 In the event that the Proceeds of Sale are distributed on more than one occasion (for any deferred or contingent consideration or otherwise), the proceeds so distributed on any further occasion shall be paid by continuing the distribution from the previous distribution of proceeds in accordance with the Payment Priority.

- 8.3 On an Asset Sale, with the approval of an Investor Majority, the surplus assets of the Company remaining after payment of its liabilities shall be distributed (to the extent that the Company is lawfully permitted to do so) in accordance with the Payment Priority provided always that if it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these Articles, the members shall take any action required by an Investor Majority (including, but without prejudice to the generality of this Article 8 (Apportionment Of Consideration On A Sale), actions that may be necessary to put the Company into voluntary liquidation so that Article 7 (Return Of Capital Or Proceeds Of Sale) applies).

9. PROPOSED IPO, INTERNAL REORGANISATIONS AND APPORTIONMENT OF CONSIDERATION ON AN IPO

- 9.1 In the event of an IPO approved by an Investor Majority in accordance with the terms of these Articles (the “**Proposed IPO**”), all members shall consent to, vote for, raise no objections to and waive any applicable rights in connection with the Proposed IPO (“**Actions**”) provided that the rights attaching to each class of share after any Action will, when compared to the rights attaching to each other class of share prior to the Action, be equivalent. The members shall be required to take all Actions with respect to the Proposed IPO as are required by the board of directors to facilitate the Proposed IPO. If any member fails to comply with the provisions of this Article, the Company shall be constituted as the agent of each such defaulting member for taking such actions as are necessary to effect the Proposed IPO and the board of directors may authorise an officer or member to execute and deliver on behalf of such defaulting member the necessary documents and the Company may receive any purchase money due to the defaulting member in trust for each of the defaulting members.

- 9.2 In the event of an Internal Reorganisation, all members shall consent to surrender their shares in exchange for shares of equivalent value and conferring equivalent rights on the members, including where those shares are in a Successor Company, provided that the rights attaching to each class of share after the Internal Reorganisation will, when compared to the rights attaching to each other class of share prior to the Internal Reorganisation, be equivalent.
- 9.3 In the event of an IPO, the holders of shares in the Company (immediately prior to such IPO) shall procure that the shares (or shares in a New Holding Company) that are the subject of the IPO shall be reallocated between them so as to ensure the order of application of the total of all and any consideration in whatever form (net of all costs, fees, charges and expenses of the members who are selling their shares and each Group Company incurred in connection with the IPO, which shall be borne as agreed in any agreement on such matters entered into by the selling members) shall be in the same order of application as set out in Article 7.2 as if the date of such IPO were the date of the return of capital or proceeds of sale under such Article and as if the same represented all of the assets of the Company available for distribution to the holders of shares in the Company. Any part or fractional entitlements shall be allocated by directors acting in good faith.

SHARE TRANSFERS

10. SHARE TRANSFERS: GENERAL

- 10.1 In these Articles, references to any “**transfer**” of shares or any similar expression shall be deemed to include:
- (a) any sale or other disposition of the legal or equitable interest in the shares (including any voting rights attached to the shares);
 - (b) the creation of any mortgage, charge, pledge or other encumbrance over the legal or equitable interest in the shares (including any voting rights attached to the shares);
 - (c) any direction by a person entitled to an allotment or issue of shares that any such shares be allotted or issued to any other person; and
 - (d) any grant of an option to acquire either or both of the legal and equitable ownership of any shares by any person entitled to any such shares.
- 10.2 No shares may be transferred to any person at any time, except in accordance with the Articles. Any transfer in breach of the Articles will be void. The directors shall decline to register any transfer in breach of the Articles.
- 10.3 A Ordinary Shares may be transferred:
- (a) by a member to any of its Affiliates;
 - (b) by any member to a New Holding Company;
 - (c) as permitted pursuant to Article 20 (Enforcement of the Company’s Lien);
 - (d) where such transfer would have the effect described in Article 14.1 (Drag Along Rights), or such transfer is required pursuant to a Drag Along Notice;
 - (e) where such transfer would have the effect described in Article 15.1 (Tag Along Rights), and an offer has been made in accordance with Article 15.1 (Tag Along Rights);

- (f) where such transfer is made pursuant to the acceptance of an offer made in accordance with Article 15.1 (Tag Along Rights); or
 - (g) by a member to any person (other than a Disqualified Transferee) where such transfer does not trigger the requirement to issue a Tag Offer pursuant to Article 15.
- 10.4 Subject to Articles 10.2 and 10.5, the Company shall register any transfer of shares within 14 days of an instrument of transfer in any usual form or any other form approved by the directors, executed by or on behalf of the transferor and, if any of the shares are partly paid, the transferee, being lodged (duly stamped if required) at the Company's registered office 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 its behalf, the authority of that person so to do).
- 10.5 The directors may (and, in the case of sub-paragraph (b), must) decline to register a transfer of any shares if the instrument of transfer:
 - (a) is in respect of more than one class of share;
 - (b) is, as far as the directors are aware, to a Disqualified Transferee, other than on a transfer of shares effected pursuant to Articles 10.3(d) to 10.3(f);
 - (c) is in respect of any shares which are not fully paid;
 - (d) is in respect of a transfer of Deferred Shares, other than on a transfer of shares effected pursuant to Article 14 (Drag Along Rights);
 - (e) is in respect of a transfer of B Ordinary Shares, other than on a transfer of shares effected pursuant to Articles 11 (Permitted Transfers), 14 (Drag Along Rights) or 15 (Tag Along Rights); or
 - (f) raises any other legal or regulatory concerns for the Company (as determined by the directors acting reasonably).
- 10.6 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.
- 10.7 The Company may retain any instrument of transfer which is registered.
- 10.8 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.
- 10.9 If the directors decline to register the transfer of a share in accordance with the Articles, they shall:
 - (a) send to the transferee a notice of refusal, including the reasons for the refusal, as soon as practicable and in any event within two months of the date on which the instrument of transfer was lodged with the Company; and
 - (b) return the instrument of transfer to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 10.10 If a member defaults in transferring any shares that it is required to transfer pursuant to the Articles (including pursuant to Article 14 (Drag Along Rights)):
 - (a) a resolution of the Vendor Shareholders may authorise any individual to execute, complete and deliver in the name of and as agent for that member any instruments of

transfer and other documents necessary to give effect to the transfer of the shares to the transferee and the Company shall (subject to the transfer being duly stamped) register the transferee as the holder of the shares in the Company's register of members (whether or not the certificates in respect of such shares have been delivered to the Company);

- (b) the Company's receipt of the purchase money shall be a good discharge to the transferee on behalf of the selling member, and the Company shall hold such purchase money on trust for the selling member and pay the proceeds of sale into a separate bank account in the Company's name and if and when the transferor shall deliver up its certificates in respect of such shares to the Company (or an indemnity in a form reasonably satisfactory to the Vendor Shareholders in respect of any lost certificates) it shall thereupon be paid the purchase money, without interest and less any sums owed to the Company by the holder pursuant to the Articles or otherwise (and if such certificates shall comprise any shares which the holder has not become bound to transfer the Company shall issue to such holder a balance certificate for such shares);
- (c) once the name of the purchaser has been entered in the register of members in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person and the transferee shall not be bound to see to the application of the consideration; and
- (d) if, in relation to a Drag Along Notice, "consideration" for the purposes of Article 14.5 includes an offer to subscribe for or acquire any share, debt instrument or other security in the capital of the Proposed Purchaser, or any group undertaking of the Proposed Purchaser, as an alternative (whether in whole or in part), the directors shall have full and unfettered discretion to elect which alternative to accept in respect of each defaulting transferor (and may elect for different alternatives for different defaulting transferors) and the directors so acting shall not have any liability to such defaulting transferor in relation thereto.

10.11 To enable the Company to determine whether or not there has been any transfer of shares in breach of the Articles the directors may require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration or such other person as the directors may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the directors (acting reasonably) may think fit regarding any matter which they deem relevant to such purpose. If such information or evidence is not furnished within a reasonable time period to enable the directors to determine to their reasonable satisfaction that no such breach has occurred, or as a result of such information and evidence being furnished the directors are reasonably satisfied that such a breach has occurred, the directors shall forthwith notify the holder of such shares in writing of that fact and, if the holder fails to remedy such breach within 20 days of receipt of such written notice, then the relevant shares shall cease to confer upon the holder thereof any rights to vote (whether on a show of hands or on a poll) or to constitute an eligible member in relation to any proposed written resolution or to receive dividends or other distributions. These rights may be reinstated by the directors.

11. PERMITTED TRANSFERS

11.1 B Ordinary Shares may be transferred:

- (a) by any member who is an individual (the "**Individual Transferor**") to his Family Members or to the trustees of a Family Trust (or by the trustees of a Family Trust (in respect of shares held by them in that capacity) to the new or remaining trustees of that Family Trust on a change of trustees) (each of the forgoing being an "**Individual Permitted Transferee**" of such Individual Transferor);

- (b) by any member which is a body corporate (the “**Corporate Transferor**”), to any other body corporate which is, for the time being, its subsidiary or holding company or another subsidiary of its holding company (each of the foregoing being a “**Corporate Permitted Transferee**” of such Corporate Transferor);
 - (c) by any member, to any trustee of an Employee Benefit Trust and, on a change of trustees, by those trustees to the new or remaining trustees of the employee benefit trust or, with Investor Majority consent, to any beneficiary of such Employee Benefit Trust; or
 - (d) by any member to any person with Investor Majority consent.
- 11.2 Any member holding shares as a result of a transfer made after the Effective Date by a person in relation to whom such member was a permitted transferee under any of the provisions of Article 11.1 may at any time transfer any share to the person who originally transferred such shares or to any other permitted transferee of such original transferor.
- 11.3 Each Individual Permitted Transferee (other than a trustee of a Family Trust who would, as a result of the operation of this Article 11.3, be in breach of his fiduciary duties as a trustee) shall be deemed to have irrevocably appointed its Individual Transferor as his proxy in respect of such shares and no instrument of appointment shall be required to be deposited with the Company.
- 11.4 Where any Individual Permitted Transferee ceases to be a trustee of a Family Trust of, or a Family Member of, its Individual Transferor, it shall, within 21 days of such cessation, transfer all shares held by it to its Individual Transferor.
- 11.5 Where any Corporate Permitted Transferee ceases to be a subsidiary or holding company of its Corporate Transferor or a subsidiary of a holding company of its Corporate Transferor, it shall, within 21 days of such cessation, transfer all shares held by it to its Corporate Transferor.

12. COMPULSORY TRANSFERS

- 12.1 Any Employee who becomes a Leaver in any of the following circumstances shall be a “**Good Leaver**”:
- (a) the Employee ceases to be employed or engaged by a Group Company by reason of any termination by the relevant Group Company without Cause;
 - (b) death of the Employee;
 - (c) ill health or permanent disability of the Employee for a period of at least six months where it is confirmed by a physician reasonably acceptable to an Investor Majority that the Employee is not and will not for the foreseeable future satisfactorily able to perform his functions as a director, officer or employee (as the case may be); or
 - (d) in any other circumstances where it is determined by the directors, with Investor Majority consent, that the Employee is to be treated as a Good Leaver in respect of all or some of his B Ordinary Shares.
- 12.2 Any Employee who becomes a Leaver in circumstances where he is not a Good Leaver shall be a “**Bad Leaver**”, including any Employee who at the date he becomes a Leaver is a Good Leaver but on or before the service of a written notice pursuant to Article 12.3 breaches any restrictive covenant or post-termination provision which binds the Leaver under any agreement entered into between any Group Company and the Leaver.

- 12.3 At any time prior to the expiry of 12 months after the date on which an Employee becomes a Leaver, the directors shall be entitled to (and shall, if so requested by an Investor Majority), serve written notice on the Employee and each of his Individual Permitted Transferees who hold any B Ordinary Shares (together, the “**Compulsory Sellers**”) such that they shall be deemed to have offered for sale in accordance with this Article 12.3 the B Ordinary Shares registered in their respective names (or any part of those shares specified in such notice), irrespective of whether the shares were so registered at the date the Employee became a Leaver or were registered subsequently (the “**Compulsory Sellers Shares**”). A written notice may be served on more than one occasion if the first and subsequent notices do not relate to all of the B Ordinary Shares held by the Compulsory Seller.
- 12.4 The price at which each Compulsory Sellers Share shall be deemed to be offered shall be:
- (a) in the case of a Bad Leaver, £1,000 divided by the number of Compulsory Sellers Shares; or
 - (b) in the case of a Good Leaver:
 - (i) the Prescribed Price for each B Ordinary Share that is a Vested Share on the date the Leaver becomes a Leaver; and
 - (ii) the lower of the Original Purchase Price and the Prescribed Price for each B Ordinary Share that is an Unvested Share on the date that the Leaver becomes a Leaver.
- 12.5 For the purposes of the Articles, the “**Prescribed Price**” shall mean:
- (a) the price per share agreed between the Company and the Employee (with Investor Majority consent); and
 - (b) if no price can be agreed within 14 days of notice being given under Article 12.3, the price per share determined by an experienced independent valuer nominated by the directors (with Investor Majority consent) (the “**Valuer**”) at the request of the Company on the following basis:
 - (i) the Company shall procure that the Valuer is instructed as soon as is reasonably practicable and given all such assistance and access to all such information in its possession or control as the Valuer may reasonably require in order to determine the Prescribed Price as soon as possible after being instructed by the Company;
 - (ii) the Valuer shall act as expert and not as arbitrator;
 - (iii) the price per share determined by the Valuer shall be calculated as if:
 - (A) the date of sale of the Compulsory Sellers Shares was the date of a return of capital or proceeds of sale under Article 7 (Return Of Capital Or Proceeds of Sale);
 - (B) the Prescribed Price for the Compulsory Sellers Shares formed part of the Liquidation Proceeds; and
 - (C) the Liquidation Proceeds were distributed in accordance with the Payment Priority;
 - (iv) for the avoidance of doubt, the Valuer shall:

- (A) make no adjustment to reflect any premium or discount arising in relation to the size of the holding of the Compulsory Sellers' Shares or in relation to any restrictions on the transferability of the Compulsory Sellers' Shares;
- (B) take no account of whether the Compulsory Sellers' Shares comprise a majority or minority interest in the Company and the fact that their transferability is restricted by the Articles; and
- (C) take no account of whether the Compulsory Sellers' Shares are subject to any disenfranchisement at that time;
- (v) the Valuer shall be instructed at the expense of the Company unless the Prescribed Price as determined by the Valuer is 105% or less than that price (if any) which the Company had previously proposed to the Employee in accordance with Article 12.5(a) above as being, in its opinion, the Prescribed Price, in which event the cost shall be borne by the Compulsory Sellers; and
- (vi) the determination of the Prescribed Price by the Valuer shall, in the absence of manifest error, be final and binding on the Company and each of the Compulsory Sellers.

12.6 Following agreement or determination of the Prescribed Price, the Company shall (on behalf of each holder of Compulsory Sellers' Shares) offer such Compulsory Sellers' Shares to one or more of the following in such numbers as the Investor Majority decide:

- (a) Employees;
- (b) prospective Employees;
- (c) the trustees of any Employee Benefit Trust; or
- (d) if the persons to whom Compulsory Sellers' Shares are offered under (a) to (c) above are unable or unwilling to purchase those Compulsory Sellers' Shares, any person or persons including any holder of A Ordinary Shares or B Ordinary Shares as an Investor Majority may decide in their absolute discretion.

13. VESTING

13.1 B Ordinary Shares will vest as follows:

- (a) on the first anniversary of the Award Date, 25% of a holder's B Ordinary Shares will vest and become Vested Shares;
- (b) on the second anniversary of the Award Date, a further 25% of a holder's B Ordinary Shares will vest and become Vested Shares;
- (c) on the third anniversary of the Award Date, a further 25% of a holder's B Ordinary Shares will vest and become Vested Shares; and
- (d) on the fourth anniversary of the Award Date (the "**Final Vesting Date**"), a further 25% of a holder's B Ordinary Shares will vest and become Vested Shares,

or on such other schedule as agreed between the board of directors of the Company and a holder of B Ordinary Shares.

- 13.2 If an Exit occurs at any time before the Final Vesting Date, the vesting of the B Ordinary Shares will accelerate and all B Ordinary Shares will become Vested Shares immediately prior to and subject to the occurrence of the Exit .

14. DRAG ALONG RIGHTS

- 14.1 Where one or more holders of A Ordinary Shares (the “**Vendor Shareholders**”) holding between them (a) 50% or more in aggregate of the total number of A Ordinary Shares then in issue or (b) where a Supermajority Scenario exists, two thirds or more in aggregate of the total number of A Ordinary Shares then in issue (the “**Vendor Shares**”) propose to transfer all of their A Ordinary Shares to a purchaser (in each case, other than any transfer by a holder to its Affiliate pursuant to Article 10.3(a)) (the “**Proposed Purchaser**”), the Vendor Shareholders shall have the option to require all of the other members (other than any members who are connected (as defined in section 252 of the Companies Act 2006) with the Vendor Shareholders or acting in concert (as defined in the City Code on Takeovers and Mergers) with the Proposed Purchaser) (the “**Dragged Shareholders**”) to sell and transfer all of their shares (including any shares acquired by them after the Drag Along Notice is served but excluding any shares which are to be redeemed on or prior to the purchase) (the “**Dragged Shares**”) to the Proposed Purchaser (or as the Proposed Purchaser shall direct) in accordance with the provisions of this Article 14 (Drag Along Rights). The provisions of this Article 14 (Drag Along Rights) may be enforced in relation to a transfer to a New Holding Company as if that New Holding Company was the Proposed Purchaser.

- 14.2 The Vendor Shareholders may exercise the option set out in Article 14.1 by giving written notice to that effect to each of the Dragged Shareholders (or by requiring the Company to give written notice to the Dragged Shareholders) at any time before the transfer of the Vendor Shares to the Proposed Purchaser. Such written notice (a “**Drag Along Notice**”) shall specify:

- (a) that the Dragged Shareholders are required to transfer the Dragged Shares pursuant to this Article 14 (Drag Along Rights);
- (b) the person to whom the Dragged Shares are to be transferred;
- (c) the consideration for which the Dragged Shares are to be transferred (calculated in accordance with Article 14.5); and
- (d) the proposed timing for the transfer to become effective.

The Drag Along Notice shall be accompanied by all documents required to be executed by the relevant Dragged Shareholder in order to transfer legal and beneficial title to the Dragged Shares, with full title guarantee, to the Proposed Purchaser free from all encumbrances, which shall include representations and warranties with respect to the Dragged Shareholder’s title to, and ownership of, the relevant Dragged Shares and its capacity and authority to enter into such transfer (but for the avoidance of doubt no Dragged Shareholder shall be required to give any other warranties, representations, indemnities or restrictive covenants) and may include certain conditions as agreed between the Vendor Shareholders and the Proposed Purchaser.

- 14.3 A Drag Along Notice shall be irrevocable but shall lapse if the Vendor Shares are not sold to the Proposed Purchaser within 60 days from the date of service of the Drag Along Notice (or such longer period as may be (a) required in order to satisfy any mandatory regulatory or antitrust conditions or (b) reasonably requested in writing to each of the Dragged Shareholders by the Vendor Shareholders). The Vendor Shareholders may serve (or may require the Company to serve) further Drag Along Notices where any particular Drag Along Notice lapses or where the terms listed in Article 14.2 change.

- 14.4 Notwithstanding any other provision of these Articles, during the period between service of a Drag Along Notice on a Dragged Shareholder in accordance with Article 14.2 and the Dragged Shares being transferred to the Proposed Purchaser in accordance with this Article 14 (Drag Along Rights), those Dragged Shares may not be transferred other than under this Article 14 (Drag Along Rights).
- 14.5 Subject to the terms of Articles 14.9 and 14.10, the amount of the aggregate consideration received or receivable by the Vendor Shareholders and Dragged Shareholders (whether in cash or otherwise which, having regard to the transaction as a whole, can be reasonably be regarded as an addition to the price paid or payable by the Proposed Purchaser for each Dragged Share and each Vendor Share) (together the “**Drag Along Sale Proceeds**”) shall be in the same form and shall be allocated between the Vendor Shareholders and the Dragged Shareholders so as to ensure the order of application of the Drag Along Sale Proceeds shall be in the same order of application as the Payment Priority as if the date of the sale of the shares to the Proposed Purchaser was the date of the return of capital or proceeds of sale under Article 7 (Return Of Capital Or Proceeds of Sale) and as if the Drag Along Sale Proceeds represented the Liquidation Proceeds and the directors shall not register any transfer of shares if the Drag Along Sale Proceeds are not so distributed save in respect of any shares not sold in connection with that sale.
- 14.6 Each Dragged Shareholder shall pay its pro rata share (as a deduction from, and calculated by reference to, the gross pre-Tax proceeds to be received by all Vendor Shareholders and Dragged Shareholders in respect of their shares and other securities to be sold or redeemed in connection with the relevant transaction, without prejudice to any other deductions lawfully required to be made) of reasonable costs incurred by the Vendor Shareholders in connection with the transfer of the Vendor Shares and the Dragged Shares.
- 14.7 The sale of the Dragged Shares shall be completed on the date of completion of the sale of the Vendor Shares unless the Vendor Shareholders and the holders of more than 50% of the Dragged Shares agree otherwise. The Dragged Shareholders shall not be required to sell and transfer the Dragged Shares prior to the date on which the Vendor Shares are transferred to the Proposed Purchaser.
- 14.8 Where any person becomes a member of the Company pursuant to the exercise of a pre-existing option or other right to acquire shares after a Drag Along Notice has been served, such member will be bound to sell and transfer all shares it acquires to the Proposed Purchaser (or as the Proposed Purchaser may direct). The provisions of Articles 14.1 to 14.7 shall apply (with the necessary changes) to such member, save that if its shares are acquired after the sale of the Dragged Shares has been completed, completion of the sale of such member’s shares shall take place immediately following the acquisition of such shares by such member.
- 14.9 The Drag Along Sale Proceeds payable in respect of the Deferred Shares shall be £0.01 in aggregate for all Deferred Shares held by the Dragged Shareholders (allocated *pro rata* to their respective holdings of Deferred Shares).
- 14.10 Where a Dragged Shareholder holds Vested Shares, the holder may be required, pursuant to the terms of the applicable Award Agreement, to accept Drag Along Sale Proceeds in the form of securities issued by the Proposed Purchaser or one of its associated companies for some portion of his Vested Shares.

15. TAG ALONG RIGHTS

- 15.1 Other than a transfer pursuant to Articles 10.3(a) to 10.3(c) or a transfer pursuant to Article 14 (Drag Along Rights) and subject to Article 15.9, no sale or transfer for value of the legal or beneficial interest in A Ordinary Shares shall be made to any person (the “**Proposed Transferee**”) that results in the Proposed Transferee (together with its Affiliates) holding more

than 50% of the A Ordinary Shares (in aggregate) (whether in one or a series of related transactions) unless before such transfer is lodged for registration the members proposing to make the transfer (the “**Proposed Transferors**”) have procured that an unconditional offer complying with the provisions of Article 15.2 has been made by the Proposed Transferee to the Company as agent for and on behalf of the holders of the other Ordinary Shares to acquire all of their holdings of Ordinary Shares (the “**Tag Offer**”). The provisions in this Article 15 (Tag Along Rights) may be waived with the prior written consent of members holding 75% or more of the A Ordinary Shares from time to time.

15.2 The Tag Offer shall:

- (a) be open for acceptance for a period of at least five Business Days following the making of the Tag Offer (such date being the “**Tag Closing Date**”);
- (b) state whether it is conditional on acceptances provided that if the relevant condition is not satisfied or waived by the Proposed Transferee, no shares may be transferred pursuant to this Article 15 (Tag Along Rights) (including the A Ordinary Shares whose proposed transfer led to the offer being made in accordance with this Article 15 (Tag Along Rights));
- (c) provide an estimate of the costs incurred by the Proposed Transferors and all other holders of shares in connection with the transfers by the Proposed Transferors and the Tagging Shareholders and the portion of which shall be payable by the Tagging Shareholders for the purposes of Article 15.7 (provided that the Proposed Transferors may update this estimate at any time prior to the Tag Completion Date);
- (d) be on terms that the purchase of any Ordinary Shares in respect of which such offer is accepted shall be completed at the same time as the purchase from the Proposed Transferors;
- (e) specify the form (in cash or otherwise) and amount of consideration payable for each Ordinary Share which shall, on a per Ordinary Share basis (and subject to the terms of Article 15.3), be no less than the highest cash consideration paid by the Proposed Transferee (or one of its Affiliates) for an A Ordinary Share in the six-month period prior to the date of the Tag Offer (but excluding any transfer, purchase or issuance of A Ordinary Shares on 17 November 2018); and
- (f) specify the manner of payment (including in respect of any deferral or escrow) and any other payment terms of the consideration payable for each Ordinary Share which shall be equal to and in the same form as the consideration to be paid to the Proposed Transferors in relation to the sale or transfer of each of its Ordinary Shares.

15.3 Where a holder holds Vested Shares, the holder may be required, pursuant to the terms of the applicable Award Agreement, to accept consideration for his Vested Shares in the form of securities issued by the Proposed Transferee or one of its associated companies for some portion of his Vested Shares.

15.4 The Company shall promptly notify the holders of Ordinary Shares which are the subject of a Tag Offer of the terms of the Tag Offer upon receiving notice of the same from the Proposed Transferee, following which any such holder who wishes to transfer all (and not some) of their Ordinary Shares to the Proposed Transferee pursuant to the Tag Offer (a “**Tagging Shareholder**”) shall serve notice on the Company to that effect (the “**Tag Acceptance Notice**”) at any time before the Tag Closing Date.

15.5 Within two Business Days after the Tag Closing Date:

- (a) the Company shall notify the Proposed Transferee in writing of the names and addresses of the Tagging Shareholders who have accepted the Tag Offer, together with the number of Ordinary Shares the acceptance relates to;
 - (b) the Company shall notify each Tagging Shareholder in writing of the identity of the Proposed Transferee; and
 - (c) each of the Company's notifications above shall indicate the date, time and place on which the sale and purchase of the Ordinary Shares is to be completed being a date notified by the Proposed Transferee which is not less than five Business Days and not more than 15 Business Days after the Tag Closing Date (the "**Tag Completion Date**").
- 15.6 Each Tagging Shareholder shall transfer (with full title guarantee and free from all encumbrances) the legal and beneficial title to its Ordinary Shares which are the subject of the Tag Acceptance Notice to the Proposed Transferee on the terms set out in this Article 15 (Tag Along Rights), by delivering to the Company on or before the Tag Completion Date:
- (a) duly executed stock transfer form(s) in respect of such Ordinary Shares registered in its name;
 - (b) the relevant share certificate(s) (or an indemnity in respect thereof in a form satisfactory to the directors); and
 - (c) a duly executed sale agreement or form of acceptance,
- and, to the extent required by Proposed Transferors, shall sign such other documents as are signed by the Proposed Transferors pursuant to the offer (which may include representations and warranties with respect to the Tagging Shareholder's title to, and ownership of, the relevant Ordinary Shares and its capacity and authority to enter into the transfer documents, together with such additional representations, warranties and indemnities as have been agreed by the Proposed Transferors), all against payment on the Tag Completion Date of the aggregate consideration due to it under the Tag Offer.
- 15.7 Each Tagging Shareholder shall pay its pro rata share (as a deduction from, and calculated by reference to, the gross pre-Tax proceeds to be received by all Tagging Shareholders in respect of their shares and other securities to be sold or redeemed in connection with the relevant transaction, without prejudice to any other deductions lawfully required to be made) of the costs incurred by the Proposed Transferors and all other holders of shares who accept an offer under this Article 15 (Tag Along Rights) in connection with the transfers by the Proposed Transferors and the Tagging Shareholders.
- 15.8 No offer shall be required under this Article 15 (Tag Along Rights) if a Drag Along Notice has been served under Article 14 (Drag Along Rights) and has not lapsed.
- 15.9 If a Tag Offer was made in respect of a transfer of Ordinary Shares to a Proposed Transferee, and one or more members elected not to issue a Tag Acceptance Notice, then any future transfers of Ordinary Shares to that Proposed Transferee (or to any of its Affiliates) shall not require an offer to be made under this Article 15 (Tag Along Rights).
- 16. TRANSMISSION OF SHARES**
- 16.1 If title to a share passes to a transmittee, the Company may only recognise the transmittee as having any title to that share.
- 16.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

- (a) may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another Affiliate of the original holder; and
- (b) subject to the Articles, and pending any transfer of the shares to another Affiliate of the original holder, has the same rights and obligations as the original holder had.

16.3 Subject to Article 56.2, transmitters do not have the right to attend or vote at a general meeting, or to constitute an eligible member in relation to any proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

17. EXERCISE OF TRANSMITTEES' RIGHTS

17.1 Transmitters who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.

17.2 If the transmitter wishes to have a share transferred to another person, the transmitter must execute an instrument of transfer in respect of it.

17.3 Any transfer made or executed under this Article 17 (Exercise Of Transmitter's Rights) is to be treated as if it were made or executed by the person from whom the transmitter has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

18. TRANSMITTEES BOUND BY PRIOR NOTICES

18.1 If a notice is given to a member in respect of shares and a transmitter is entitled to those shares, the transmitter is bound by the notice if it was given to the member before the transmitter's name has been entered in the register of members.

19. COMPANY'S LIEN OVER PARTLY PAID SHARES

19.1 The Company has a lien (the "**Company's lien**") over every share which is partly paid, for any part of:

- (a) that share's nominal value; and
- (b) any premium at which it was issued,

which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it.

19.2 The Company's lien over a share:

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

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

20. ENFORCEMENT OF THE COMPANY'S LIEN

- 20.1 Subject to the provisions of this Article 20 (Enforcement Of The Company's Lien), if:
- (a) an enforcement notice has been given in respect of a share (a "**lien enforcement notice**"); and
 - (b) the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the directors decide.
- 20.2 A lien enforcement notice:
- (a) may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - (b) must specify the share concerned;
 - (c) must require payment of the sum payable within 14 days of the notice;
 - (d) must be addressed either to the holder of the share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and
 - (e) must state the Company's intention to sell the share if the notice is not complied with.
- 20.3 Where shares are sold under this Article 20 (Enforcement Of The Company's Lien):
- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
 - (b) the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 20.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - (b) second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in lieu of the certificate in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the shares before the sale for any money payable in respect of the shares after the date of the lien enforcement notice.
- 20.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been sold to satisfy the Company's lien on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

21. CALL NOTICES

21.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (a “**call notice**”) to a member requiring the member to pay the Company a specified sum of money (a “**call**”) which is payable in respect of any amount partly paid or unpaid on the shares which that member holds at the date when the directors decide to send the call notice.

21.2 A call notice:

- (a) may not require a member to pay a call which exceeds the total sum unpaid on that member’s shares (whether as to the share’s nominal value or any amount payable to the Company by way of premium);
- (b) must state when and how any call to which it relates it is to be paid; and
- (c) may permit or require the call to be paid by instalments.

21.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent.

21.4 Before the Company has received any call due under a call notice the directors may:

- (a) revoke it wholly or in part; or
- (b) specify a later time for payment than is specified in the call notice,

by a further notice in writing to the member in respect of whose shares the call is made.

22. LIABILITY TO PAY CALLS

22.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.

22.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.

22.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:

- (a) to pay calls which are not the same; or
- (b) to pay calls at different times.

23. WHEN CALL NOTICE NEED NOT BE ISSUED

23.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is allotted, as being payable to the Company in respect of that share (whether in respect of nominal value or premium):

- (a) on allotment;
- (b) on the occurrence of a particular event; or
- (c) on a date fixed by or in accordance with the terms of allotment.

23.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

24. FAILURE TO COMPLY WITH CALL NOTICE: AUTOMATIC CONSEQUENCES

24.1 If a person is liable to pay a call and fails to do so by the call payment date:

- (a) the directors may issue a notice of intended forfeiture to that person; and
- (b) until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.

24.2 For the purposes of this Article 24 (Failure To Comply With Call Notice: Automatic Consequences):

- (a) the “**call payment date**” is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the call payment date is that later date;
- (b) the “**relevant rate**” is:
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted;
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or
 - (iii) if no rate is fixed in either of these ways, five per cent. per annum.

24.3 The relevant rate must not exceed by more than five per cent. of the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

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

25. NOTICE OF INTENDED FORFEITURE

25.1 A notice of intended forfeiture:

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;
- (b) must be sent to the holder of that share or to a person entitled to it by reason of the holder’s death, bankruptcy or otherwise;
- (c) must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
- (d) may require payment of all costs and expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 days after the date of the notice;
- (e) must state how the payment is to be made; and
- (f) must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

26. DIRECTORS' POWER TO FORFEIT SHARES

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

27. EFFECT OF FORFEITURE

- 27.1 Subject to the Articles, the forfeiture of a share extinguishes:

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

- 27.2 Any share which is forfeited in accordance with the Articles:

- (a) is deemed to have been forfeited when the directors decide that it is forfeited;
- (b) is deemed to be the property of the Company; and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit.

- 27.3 If a person's shares have been forfeited:

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person ceases to be a member in respect of those shares;
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation;
- (d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
- (e) the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 27.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls, interest and costs and expenses (if any) due in respect of it *and on such other terms as they think fit*.

28. PROCEDURE FOLLOWING FORFEITURE

- 28.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.

- 28.2 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary and that a share has been forfeited on a specified date:
- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share; and
 - (b) subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
- 28.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 28.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:
- (a) was, or would have become, payable; and
 - (b) had not, when that share was forfeited, been paid by that person in respect of that share,
- but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

29. SURRENDER OF SHARES

- 29.1 A member may surrender any share:
- (a) in respect of which the directors may issue a notice of intended forfeiture;
 - (b) which the directors may forfeit; or
 - (c) which has been forfeited.
- 29.2 The directors may accept the surrender of any such share.
- 29.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
- 29.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.

SHARES - OTHER PROVISIONS

30. EXCLUSION OF STATUTORY PRE-EMPTION RIGHTS ON ISSUE

- 30.1 Pursuant to section 567 of the Companies Act 2006, the provisions of sections 561 and 562 of the Companies Act 2006 shall not apply to an allotment of the Company's equity securities.

31. ALLOTMENTS OF SHARES

- 31.1 Subject to any direction to the contrary which may be given by the Company in accordance with the Companies Act 2006 and subject always to the Shareholders' Agreement, the directors are generally and unconditionally authorised, pursuant to section 551 of the Companies Act 2006, to exercise all the powers of the Company to allot, and grant rights to subscribe for or

convert any security into, shares in the Company to such persons, at such times, for such consideration and on such terms and conditions as the directors may decide.

- 31.2 The authority conferred on the directors by Article 31.1 shall remain in force for a period expiring on the fifth anniversary of the Effective Date unless previously renewed, varied or revoked by the Company in accordance with the Companies Act 2006.
- 31.3 The aggregate nominal amount of shares that may be allotted pursuant to the authority conferred by Article 31.1 (including those shares allotted by the directors on the Effective Date) is £100,000,000.
- 31.4 By the authority conferred by this Article 31 (Allotments Of Shares) the directors may, before the authority expires, make an offer or enter into an agreement which would, or might, require shares to be allotted or rights to subscribe for, or to convert any security into, shares to be granted after the expiry of such authority and the directors may allot those shares or grant rights to subscribe for, or to convert any security into, shares in pursuance of that offer or agreement as if such authority had not expired.

32. POWERS TO ISSUE DIFFERENT CLASSES OF SHARE

- 32.1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.
- 32.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

33. VARIATION OF CLASS RIGHTS

- 33.1 Subject to Article 33.2, whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, subject to the Companies Acts, only be varied or abrogated:
 - (a) with the consent in writing of the holders of at least 75% of the issued shares of the class; or
 - (b) with the sanction of a special resolution passed at a separate meeting of the holders of that class,

and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a Winding-Up.

- 33.2 The consent or sanction referred to in Article 33.1 shall not be required in relation to any variation or abrogation which does not adversely affect the class rights attaching to the B Ordinary Shares in comparison to the rights of other classes of shares. Without prejudice to the generality of their rights, the special rights attached to the B Ordinary Shares shall be deemed to be varied at any time by the alteration, in a manner which is adverse to the class rights of the holders of the B Ordinary Shares in comparison to the rights of other classes of shares, without class consent of: this Article 33 (Variation Of Class Rights), Article 7 (Return Of Capital Or Proceeds Of Sale), Article 8 (Apportionment Of Consideration On A Sale), Article 9 (Proposed IPO, Internal Reorganisations And Apportionment Of Consideration On An IPO), Article 11 (Permitted Transfers), Article 12 (Compulsory Transfers), Article 13 (Vesting), Article 14 (Drag Along Rights) and Article 15 (Tag Along Rights).

33.3 The rights conferred on the holders of shares of any class shall not, unless otherwise expressly provided by the terms of the shares of that class, be deemed to be varied or abrogated by:

- (a) the creation, allotment or issue of further shares, or securities convertible into shares, ranking subsequent to, or *pari passu* with, or in priority to them, or the issue of any debt securities by any Group Company, or the purchase or redemption by the Company of its own shares in accordance with the Companies Act 2006; or
- (b) any alteration to these Articles made conditional upon, or otherwise in connection with, an IPO or in accordance with Article 33.3(a).

33.4 The foregoing provisions of this Article 33 (Variation Of Class Rights) shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class.

34. COMPANY NOT BOUND BY LESS THAN ABSOLUTE INTERESTS

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

35. PAYMENT OF COMMISSIONS ON SUBSCRIPTION FOR SHARES

35.1 The Company may pay any person (other than existing members) a commission in consideration for that person:

- (a) subscribing, or agreeing to subscribe, for shares; or
- (b) procuring, or agreeing to procure, subscriptions for shares.

35.2 Any such commission may be paid:

- (a) in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other; and
- (b) in respect of a conditional or an absolute subscription.

36. PROCEDURE FOR DISPOSING OF FRACTIONS OF SHARES

36.1 This Article 36 (Procedure For Disposing Of Fractions Of Shares) applies where:

- (a) there has been a consolidation or division of shares; and
- (b) as a result, members are entitled to fractions of shares.

36.2 The directors may:

- (a) sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable;
- (b) authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- (c) distribute the net proceeds of sale in due proportion among the holders of the shares.

36.3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

36.4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

37. SHARE CERTIFICATES

37.1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.

37.2 Every certificate must specify:

- (a) in respect of how many shares, of what class, it is issued;
- (b) the nominal value of those shares;
- (c) the extent to which the shares are paid up or, if fully paid up, a statement to that effect; and
- (d) any distinguishing numbers assigned to them.

37.3 No certificate may be issued in respect of shares of more than one class.

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

37.5 Certificates must:

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

38. REPLACEMENT SHARE CERTIFICATES

38.1 If a certificate issued in respect of a member's shares is:

- (a) damaged or defaced; or
- (b) said to be lost, stolen or destroyed,

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

38.2 A member exercising the right to be issued with such a replacement certificate:

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

DIRECTORS' POWERS AND RESPONSIBILITIES

39. DIRECTORS' GENERAL AUTHORITY

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

40. COMPANY NAME

- 40.1 The directors may resolve in accordance with Article 44 (Directors To Take Decisions Collectively) to change the Company's name.

41. MEMBERS' RESERVE POWER

- 41.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.
- 41.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

42. DIRECTORS MAY DELEGATE

- 42.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person or committee;
- (b) by such means (including by power of attorney);
- (c) to such an extent;
- (d) in relation to such matters or territories; and
- (e) on such terms and conditions,

in each case as they think fit.

- 42.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.
- 42.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

43. COMMITTEES

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

DECISION-MAKING BY DIRECTORS

44. DIRECTORS TO TAKE DECISIONS COLLECTIVELY

44.1 The general rule about decision-making by directors is that any decision of the directors must be either a majority decision at a meeting (where each director shall have one vote) or a decision taken in accordance with Article 45 (Unanimous Decisions). Decisions requiring the consent of Investor Majority Directors may also be passed pursuant to any of the methods set out in Article 2.4.

44.2 If:

(a) the Company only has one director for the time being and that director is an Investor Director; and

(b) no provision of the Articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

45. UNANIMOUS DECISIONS

45.1 A decision of the directors is taken in accordance with this Article 45 (Unanimous Decisions) when all eligible directors indicate to each other by any means that they share a common view on a matter.

45.2 Such a decision may take the form of a resolution in writing, signed by each eligible director (whether or not each signs the same document) or to which each eligible director has otherwise indicated agreement in writing.

45.3 References in these Articles to an “**eligible director**” means a director who would have been entitled to vote on the relevant matter had it been proposed as a resolution at a directors' meeting and whose vote would have been counted in respect of such matter.

45.4 A decision may not be taken in accordance with this Article 45 (Unanimous Decisions) if the eligible directors would not have formed a quorum at such a meeting.

46. CALLING A DIRECTORS' MEETING

46.1 Any director may call a directors' meeting by giving notice of the meeting to the directors and any board observers or by authorising the company secretary (if any) to give such notice. The directors must meet at least four times per year.

46.2 A minimum of five days' notice is required to convene a meeting of the directors, unless more than half the directors (including all Investor Directors) consent to a shorter notice period.

46.3 Notice of any directors' meeting must indicate and include:

(a) its proposed date and time;

(b) where it is to take place;

(c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting (including by telephone or electronic dial in or otherwise);

- (d) an agenda;
 - (e) an information pack setting out information relating to the items to be discussed at the meeting; and
 - (f) a copy of the Group's most recent management accounts.
- 46.4 Subject to Article 46.5, notice of a directors' meeting must be given to each director whether or not he is absent from the United Kingdom, but need not be in writing.
- 46.5 Notice of a directors' meeting need not be given to directors or board observers who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it. If a director participates in a directors' meeting, the director is taken to have consented to the meeting being held at short notice or to have waived notice of the meeting.

47. PARTICIPATION IN DIRECTORS' MEETINGS

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

48. QUORUM FOR DIRECTORS' MEETINGS

- 48.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 48.2 Subject to Article 48.3, the quorum for the transaction of business at a meeting of the directors is any three eligible directors (including at least two Investor Directors).
- 48.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 51 (Directors' Interests) to authorise a director's conflict of interest, where there is only one director in office who is not party to the relevant conflict, the quorum for such meeting (or part of a meeting) shall be one eligible director.
- 48.4 If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision:
- (a) to appoint further directors; or
 - (b) to call a general meeting so as to enable the members to appoint further directors.

49. CHAIRING OF DIRECTORS' MEETINGS

- 49.1 The directors shall appoint a director to chair their meetings as nominated from time to time by the member who, together with its Affiliates, has, at that time, both the largest holding of A

Ordinary Shares and at least 30% of the A Ordinary Shares in issue (the “**Lead Investor**”) by notice in writing to the Company. The person so appointed for the time being is known as the chairman (“**chairman**”). The Lead Investor may in like manner at any time request that the chairman be removed from office as chairman and the directors shall remove him from such office on receipt of any such written request. To the extent that there is no qualifying Lead Investor or the Lead Investor has not given notice to the company to appoint a chairman, the chairman shall be appointed and removed by an ordinary resolution of the members.

- 49.2 The chairman shall chair each directors’ meeting at which he is present. If there is no director holding that office, or if the chairman is unwilling to chair the directors’ meeting or is not participating in the meeting within ten minutes after the time at which it was to start, an Investor Director appointed by the Lead Investor present at the meeting may appoint any director to chair it.

50. CASTING VOTE

- 50.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting (or part of a meeting) shall have a casting vote.

51. DIRECTORS’ INTERESTS

- 51.1 A director who is in any way, directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement.

- 51.2 A director who is in any way, directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable, unless the interest has already been declared under Article 51.1.

- 51.3 Any declaration required by Article 51.1 may (but need not) be made, and any declaration required by Article 51.2 must be made, either:

- (a) at a directors’ meeting;
- (b) by notice in writing in accordance with section 184 of the Companies Act 2006; or
- (c) by general notice in accordance with section 185 of the Companies Act 2006.

- 51.4 If a declaration made under Article 51.1 or 51.2 proves to be, or becomes, inaccurate or incomplete, a further declaration must be made under Article 51.1 or 51.2, as appropriate.

- 51.5 A director need not declare an interest under Article 51.1 or 51.2:

- (a) if it cannot reasonably be regarded as likely to give rise to a conflict of interest;
- (b) if, or to the extent that, the other directors are already aware of it (and for this purpose the other directors are treated as aware of anything of which they ought reasonably to be aware);
- (c) if, or to the extent that, it concerns terms of his service contract that have been or are to be considered by a directors’ meeting or by a committee of the directors appointed for the purpose under these Articles or the Shareholders’ Agreement; or
- (d) if the director is not aware of his interest or is not aware of the transaction or arrangement in question (and for this purpose a director is treated as being aware of matters of which he ought reasonably to be aware).

51.6 Subject to the provisions of the Companies Act 2006 and provided that he has declared the nature and extent of any direct or indirect interest of his in accordance with Article 51.1 or 51.2, or where Articles 52.1 or 52.2 apply, a director notwithstanding his office:

- (a) may be a party to, or otherwise be interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;
- (b) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested (and shall be an eligible director for these purposes);
- (c) may act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor), and in any such case on such terms as to remuneration and otherwise as the directors may decide; and
- (d) may be a director or other officer of, or employed or engaged by, or a party to any transaction or arrangement with, or otherwise be interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested.

52. CONFLICTS OF INTEREST

52.1 A director is authorised for the purposes of the Companies Act 2006 (including sections 173(2) and 175) to act or continue to act as a director of the Company notwithstanding that at the time of his appointment or subsequently he:

- (a) holds office as a director of any other Group Company;
- (b) holds any other office, employment or engagement with any Group Company;
- (c) participates in any scheme, transaction or arrangement for the benefit of persons employed or engaged, or previously employed or engaged, by any Group Company (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme); or
- (d) is interested directly or indirectly in any shares, loan notes, securities or debentures (or any rights to acquire shares, loan notes, securities or debentures) in the Company or in any other Group Company.

52.2 Without prejudice to Article 52.1, any Investor Director or other non-executive director is authorised for the purposes of the Companies Act 2006 (including sections 173(2) and 175) to act or continue to act as a director of the Company notwithstanding that at the time of his appointment or subsequently he:

- (a) holds office as a director of a member or of any Affiliate of a member or of any portfolio company of any such member or Affiliate;
- (b) holds any other office, employment or engagement with a member or any Affiliate of a member or any portfolio company of any such member or Affiliate;
- (c) participates in any scheme, transaction or arrangement for the benefit of persons employed or engaged, or previously employed or engaged, by a member or any Affiliate of a member or any portfolio company of any such member or Affiliate (including any pension fund or retirement, death or disability scheme or other bonus or employee benefit scheme);

- (d) is interested directly or indirectly (including, for the avoidance of doubt, by virtue of any Co-Investment Scheme) in any shares, loan notes, securities or debentures (or any rights to acquire shares, loan notes, securities or debentures) in a member or any Affiliate of a member or any portfolio company of any such member or Affiliate; or
 - (e) is acting as a representative of a member for the purposes of monitoring and evaluating its investment in the Group.
- 52.3 Without limitation, and for all purposes pursuant to these Articles or the Shareholders' Agreement, any authorisation conferred by Articles 52.1 or 52.2 shall permit the relevant director to:
- (a) attend, and vote at, meetings of the directors (or any committee thereof) at which any relevant matter will or may be discussed, and receive board papers relating thereto;
 - (b) receive confidential information and other documents and information relating to the Group, use and apply such information in performing his duties as an employee, director or officer of, or consultant to, a member or an Affiliate of that member and disclose that information to third parties in accordance with these Articles or the Shareholders' Agreement; and
 - (c) give or withhold consent or give any direction or approval under these Articles or the Shareholders' Agreement on behalf of the members (or any of them) in relation to any relevant matter.
- 52.4 The directors may authorise any matter proposed to them which would, if not so authorised, involve a breach of duty by a director under section 175 of the Companies Act 2006 (and such authorisation may be given on such terms as the directors think fit and may be varied or terminated at any time), provided that any authorisation given under this Article 52.4 shall be effective only if:
- (a) any requirement as to the quorum at the meeting at which the matter is considered is met without counting the director in question or any other director interested in the matter under consideration; and
 - (b) the matter was agreed to without such directors voting or would have been agreed to if such directors' votes had not been counted.
- 52.5 Alternatively and without prejudice to the remainder of these Articles or the Companies Act 2006, the Company may authorise (specifically or generally) any matter proposed to it which would, if not so authorised, involve a breach of duty by a director under section 175 of the Companies Act 2006. Such authorisation shall be effected:
- (a) with the consent in writing of the holders of more than 50% of the A Ordinary Shares for the time being in issue; or
 - (b) by an ordinary resolution,
- and shall constitute "authorisation by members" for the purposes of this Article 52 (Conflicts Of Interest).
- 52.6 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. In particular the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 if he:

- (a) fails to disclose any such information to the directors or to any director or other officer or employee of, or consultant to, the Company; or
- (b) does not use or apply any such information in performing his duties as a director of the Company.

However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article 52.6 applies only if the existence of that relationship has been authorised pursuant to Articles 52.1 or 52.2 or authorised by the directors pursuant to Article 52.4 or authorised by the members pursuant to Article 52.5 (and, in each case, subject to the terms upon which such authorisation was given).

52.7 Where the existence of a director's relationship with another person has been authorised pursuant to Articles 52.1 or 52.2 or authorised by the directors pursuant to Article 52.4 or authorised by the members pursuant to Article 52.5, and his relationship with that person gives rise to a conflict of interest or possible conflict of interest, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Companies Act 2006 if, at his discretion or at the request or direction of the directors or any committee of the directors, he:

- (a) absents himself from a directors' meeting (or a committee thereof) at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed, or from the discussion of any such matter at a directors' meeting or otherwise; or
- (b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by or on behalf of the Company or for such documents and information to be received and read by a professional adviser on his behalf,

for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.

52.8 The provisions of Articles 52.6 and 52.7 are without prejudice to any equitable principle or rule of law which may excuse the director from:

- (a) disclosing information, in circumstances where disclosure would otherwise be required under these Articles or the Shareholders' Agreement; or
- (b) attending meetings or discussions or receiving documents and information as referred to in Article 52.7, in circumstances where such attendance or receipt would otherwise be required under these Articles or the Shareholders' Agreement.

52.9 A director shall not, by reason of his office, be accountable to the Company for any remuneration or other benefit which he derives from any office, employment or engagement or from any transaction or arrangement or from any interest in any body corporate:

- (a) the acceptance, entry into or existence of which is authorised pursuant to Articles 52.1 or 52.2 or authorised by the directors pursuant to Article 52.4 or authorised by the members pursuant to Article 52.5 (in each case, subject to the terms upon which such authorisation was given); or
- (b) which he is permitted to hold or enter into pursuant to Article 51.6 or otherwise pursuant to these Articles or the Shareholders' Agreement,

and no such transaction, arrangement or interest shall be liable to be avoided on the ground of any such remuneration or other benefit, nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Companies Act 2006.

53. RECORDS OF DECISIONS TO BE KEPT

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

54. DIRECTORS' DISCRETION TO MAKE FURTHER RULES

- 54.1 Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT OF DIRECTORS

55. NUMBER OF DIRECTORS

- 55.1 The number of directors shall be five, although the directors may increase or reduce this number at any time (provided that the minimum number of directors shall be no less than five), and shall include capacity to appoint two Executive Directors.

56. METHODS OF APPOINTING DIRECTORS

- 56.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:
- (a) by ordinary resolution;
 - (b) by notice in writing to the Company from a member who is entitled to appoint an Investor Director pursuant to the Shareholders' Agreement; or
 - (c) where such director is an Executive Director, by a decision of the directors,
- subject to the terms of the Shareholders' Agreement.
- 56.2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee of the last member to have died or to have a bankruptcy order made against him has the right, by notice in writing, to appoint a person who is willing to act and is permitted to do so, to be a director.
- 56.3 For the purposes of Article 56.2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.
- 56.4 Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors in the absence of the alternate's appointor ("**alternate director**").
- 56.5 Any appointment or removal of an alternate director must be effected by notice in writing to the company signed by the appointor, or in any other manner approved by the directors. The notice must identify the proposed alternate director, and, in the case of a notice of appointment,

contain a statement signed by the proposed alternate that the proposed alternate director is willing to act as the alternate of the director giving the notice.

- 56.6 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor. Except as the Articles specify otherwise, alternate directors are deemed for all purposes to be directors, are liable for their own acts and omissions, are subject to the same restrictions as their appointors and are not deemed to be agents of or for their appointors.
- 56.7 A person who is an alternate director but not a director may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating), and may sign a written resolution (but only if it is not signed or to be signed by that person's appointor). No alternate director may be counted as more than one director for such purposes. An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director.
- 56.8 A director who is also an alternate director has an additional vote on behalf of each appointor who is not participating in a directors' meeting and who would have been entitled to vote if they were participating in it.
- 56.9 A director who is also an alternate director shall be entitled, in the absence of his appointor, to a separate vote on behalf of his appointor in addition to his own vote and to be counted as part of the quorum for directors' meetings on his own account and in respect of the director for whom he is the alternate.
- 56.10 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; or
 - (d) when the alternate's appointor's appointment as a director terminates.

57. TERMINATION OF DIRECTOR'S APPOINTMENT

- 57.1 A person ceases to be a director as soon as:
- (a) that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;
 - (b) a bankruptcy order is made against that person;
 - (c) a composition is made with that person's creditors generally in satisfaction of that person's debts;
 - (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than six months;
 - (e) notification is received by the Company from that person that he is resigning from office, and such resignation has taken effect in accordance with its terms;

- (f) that person is convicted of a criminal offence (other than a motoring offence not resulting in disqualification) and the directors resolve that his office be vacated;
- (g) notification is received by the Company from the member(s) who is entitled to remove that Investor Director pursuant to the Shareholders' Agreement; or
- (h) an ordinary resolution is passed to that effect.

57.2 Upon any resolution pursuant to section 168 of the Companies Act 2006 or Article 57.1(h) for the removal of any Investor Director for the time being holding office, the A Ordinary Shares held by the person or persons who appointed such Investor Director shall confer upon the holder(s) of those shares the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other members of the Company. Such votes shall be divided between such holders, if more than one, as nearly as may be in proportion to the number of A Ordinary Shares held by them respectively.

58. DIRECTORS' REMUNERATION

58.1 Directors may undertake any services for the Company that the directors decide.

58.2 Directors who are not employed by any member (or any Affiliate of any member) shall be entitled to such reasonable and customary remuneration as the directors may from time to time determine:

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

58.3 Subject to the Articles, a director's remuneration may:

- (a) take any form; and
- (b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.

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

58.5 Unless the directors decide otherwise, directors are not accountable to the Company for any remuneration or benefits which they receive as directors or other officers or employees of the Company's subsidiary undertakings or of the Company's parent undertakings from time to time or of any other body corporate in which the Company or any such parent undertaking is interested.

59. DIRECTORS' EXPENSES

59.1 The Company may pay any reasonable expenses which the directors and the company secretary (if any) properly incur in connection with their attendance at:

- (a) meetings of directors or committees of directors;
 - (b) general meetings; or
 - (c) separate meetings of the holders of any class of shares or of debentures of the Company,
- or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

60. COMPANY SECRETARY

- 60.1 The directors may appoint any person who is willing to act as the company secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

DIVIDENDS AND OTHER DISTRIBUTIONS

61. PROCEDURE FOR DECLARING DIVIDENDS

- 61.1 Subject to Article 5 (Income), the Company may by ordinary resolution declare dividends, and the directors may decide to declare and pay interim dividends.
- 61.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.
- 61.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.
- 61.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.

62. CALCULATION OF DIVIDENDS

- 62.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be:
- (a) declared and paid according to the amounts paid up (as to nominal value) on the shares on which the dividend is paid; and
 - (b) apportioned and paid proportionately to the amounts paid up (as to nominal value) on the shares during any portion or portions of the period in respect of which the dividend is paid.
- 62.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.
- 62.3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of the due date for payment of that amount.

63. PAYMENT OF DIVIDENDS AND OTHER DISTRIBUTIONS

- 63.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;
 - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

- (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or
- (d) any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

63.2 In the Articles, the “**distribution recipient**” means, in respect of a share in respect of which a dividend or other sum is payable:

- (a) the holder of the share;
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members; or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

64. DEDUCTIONS FROM DISTRIBUTIONS IN RESPECT OF SUMS OWED TO THE COMPANY

64.1 If:

- (a) a share is subject to the Company’s lien; and
- (b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

64.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

64.3 The Company must notify the distribution recipient in writing of:

- (a) the fact and amount of any such deduction;
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and
- (c) how the money deducted has been applied.

65. NO INTEREST ON DISTRIBUTIONS

65.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- (a) the terms on which the share was issued; or
- (b) the provisions of another agreement between the holder of that share and the Company.

66. UNCLAIMED DISTRIBUTIONS

66.1 All dividends or other sums which are:

- (a) payable in respect of shares; and

(b) unclaimed after having been declared or become payable,

may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.

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

66.3 If:

(a) 12 years have passed from the date on which a dividend or other sum became due for payment; and

(b) the distribution recipient has not claimed it,

the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

67. NON-CASH DISTRIBUTIONS

67.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including shares or other securities in any company).

67.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:

(a) fixing the value of any assets;

(b) paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and

(c) vesting any assets in trustees.

68. WAIVER OF DISTRIBUTIONS

68.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:

(a) the share has more than one holder; or

(b) more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,

the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

69. AUTHORITY TO CAPITALISE AND APPROPRIATION OF CAPITALISED SUMS

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

- (a) decide to capitalise any profits of the Company (whether or not they are available for distribution), or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - (b) appropriate any sum which they so decide to capitalise ("**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend ("**persons entitled**") and in the same proportions.
- 69.2 Capitalised sums must be applied:
- (a) on behalf of the persons entitled; and
 - (b) in the same proportions as a dividend would have been distributed to them.
- 69.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 69.4 A capitalised sum which was appropriated from profits available for distribution may be applied in or towards paying up any amounts unpaid on existing shares held by the persons entitled or in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 69.5 Subject to the Articles the directors may:
- (a) apply capitalised sums in accordance with Articles 69.3 and 69.4 partly in one way and partly in another;
 - (b) make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article 69 (Authority To Capitalise And Appropriation Of Capitalised Sums) (including the issuing of fractional certificates or the making of cash payments); and
 - (c) authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 69 (Authority To Capitalise And Appropriation Of Capitalised Sums).

ORGANISATION OF GENERAL MEETINGS

70. CONVENING OF GENERAL MEETINGS

- 70.1 The directors may call general meetings whenever they think fit.

71. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

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

- (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.
- 71.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 71.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 71.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

72. QUORUM FOR GENERAL MEETINGS

- 72.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The quorum for a general meeting is any two members present in person or by proxy or otherwise represented at the meeting, who in aggregate hold at least 30% of the A Ordinary Shares in issue.

73. CHAIRING GENERAL MEETINGS

- 73.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 73.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
 - (a) the directors present; or
 - (b) (if no directors are present), the meeting,

must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

- 73.3 The person chairing a meeting in accordance with this Article 73 (Chairing General Meetings) is referred to as the "**chairman of the meeting**".

74. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

- 74.1 Directors may attend and speak at general meetings, whether or not they are members.
- 74.2 The chairman of the meeting may permit other persons who are not:
 - (a) members; or
 - (b) otherwise entitled to exercise the rights of members in relation to general meetings,to attend and speak at a general meeting.

75. ADJOURNMENT

- 75.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

- 75.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- (a) the meeting consents to an adjournment; or
 - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 75.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 75.4 When adjourning a general meeting, the chairman of the meeting must:
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors; and
 - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 75.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- (a) to the same persons to whom notice of the Company's general meetings is required to be given; and
 - (b) containing the same information which such notice is required to contain.
- 75.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

76. CLASS MEETINGS

- 76.1 Section 334 of the Companies Act 2006 and the provisions of the Articles relating to general meetings shall, with necessary modifications, apply to separate meetings of the holders of any class of shares, but so that any holder of shares of the class in question present in person or by proxy may demand a poll.

VOTING AT GENERAL MEETINGS

77. VOTING: GENERAL

- 77.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles.
- 77.2 No member shall vote at any general meeting, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.

78. ERRORS AND DISPUTES

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

79. POLL VOTES

79.1 A poll on a resolution may be demanded:

- (a) in advance of the general meeting where it is to be put to the vote; or
- (b) at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

79.2 A poll on a resolution may be demanded by:

- (a) the chairman of the meeting;
- (b) the directors;
- (c) two or more persons having the right to vote on the resolution;
- (d) a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution; or
- (e) a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right.

79.3 A demand for a poll may be withdrawn if:

- (a) *the poll has not yet been taken; and*
- (b) the chairman of the meeting consents to the withdrawal.

79.4 A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

79.5 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

80. CONTENT OF PROXY NOTICES

80.1 Proxies may only validly be appointed by a notice in writing (a “**proxy notice**”) which:

- (a) states the name and address of the member appointing the proxy;
- (b) *identifies the person appointed to be that member’s proxy and the general meeting in relation to which that person is appointed;*
- (c) is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
- (d) is delivered to the Company in accordance with the Articles and any instructions contained in the notice of the general meeting to which they relate not less than 48 hours before the time appointed for holding the meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting to which they relate,

and a proxy notice which is not delivered in such manner shall be invalid unless the directors in their absolute discretion at any time before the start of the meeting otherwise determine.

80.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

- 80.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.
- 80.4 Unless a proxy notice indicates otherwise, it must be treated as:
- (a) allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
 - (b) appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

81. DELIVERY OF PROXY NOTICES

- 81.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person.
- 81.2 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 81.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 81.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

82. AMENDMENTS TO RESOLUTIONS

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

ADMINISTRATIVE ARRANGEMENTS

83. MEANS OF COMMUNICATION TO BE USED

- 83.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Companies Act 2006 provides for documents or information which are authorised or required by any provision of the Companies Act 2006 to be sent or supplied by or to the Company.
- 83.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) *if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and*
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 83 (Means Of Communications To Be Used), no account shall be taken of any part of a day that is not a Business Day.

- 83.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Companies Act 2006.
- 83.4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.
- 83.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

84. COMPANY SEALS

- 84.1 Any common seal may only be used by the authority of the directors.
- 84.2 The directors may decide by what means and in what form any common seal is to be used.
- 84.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

84.4 For the purposes of this Article 84 (Company Seals), an authorised person is:

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

85. NO RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

85.1 Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

86. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

86.1 The directors may decide to make provision for the benefit of persons employed or formerly employed by any Group Company (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the relevant Group Company.

DIRECTORS' INDEMNITY AND INSURANCE

87. INDEMNITY

87.1 Subject to Article 87.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
 - (ii) in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, or regulatory investigation or action, in each case of the foregoing, in which judgment is given in his favour or in which he is acquitted or the proceedings are, or regulatory investigation or action is, otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings, investigation, action or application referred to in Article 87.1(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

87.2 This Article 87 (Indemnity) does not authorise any indemnity to the extent it would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

87.3 In this Article 87 (Indemnity):

- (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 officer**” means any director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Companies Act 2006)).

88. INSURANCE

88.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

88.2 In this Article 88 (Insurance):

- (a) a “**relevant officer**” means any director or other officer or former director or other officer of the Company or an associated company (including any such company which is a trustee of an occupational pension scheme as defined by section 235(6) of the Companies Act 2006);
- (b) a “**relevant loss**” means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer’s duties or powers in relation to the Company, any associated company or any pension fund or employees’ share scheme of the Company or associated company; and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.