

Company No. 12315720

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES

**ARTICLES OF ASSOCIATION**

of

**YELL HOLDCO LIMITED**

(incorporated on 14 November 2019 and as amended on 2 March 2021, 30 March 2022 and 6 February 2023)

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**The Companies Act 2006**

**Company Limited by Shares**

**Articles of Association of Yell Holdco Limited (the Company)**

**Preliminary**

**1. Exclusion of other regulations**

Neither the regulations in The Companies (Model Articles) Regulations 2008 nor any other articles or regulations prescribing the form of articles applicable to the Company under any former enactment relating to companies will apply to the Company.

**Part 1**

**Interpretation and Limitation of Liability**

**2. Defined terms**

**2.1** In the Articles, unless the context requires otherwise:

persons **Acting in Concert** means a group of persons who, pursuant to a formal agreement or ongoing arrangement, co-operate to obtain or consolidate Control of the relevant company;

**Affiliate** means, in relation to a person (including, without limitation, such a Shareholder which is a unit trust, investment trust, limited partnership or general partnership):

- (a) any general partner, trustee or Nominee of that person or of any fund invested (directly or indirectly) in that person;
- (b) any manager or adviser or limited partner of that person or of any fund invested (directly or indirectly) in that person;
- (c) any other fund or body corporate (including, without limitation, any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by, the same person as advises or manages any fund invested (directly or indirectly) in that person; or
- (d) any other fund or body corporate (including, without limitation, any unit trust, investment trust, limited partnership or general partnership) of which that person (or any fund invested (directly or indirectly) in that person), or a general partner, trustee, Nominee, manager or adviser of any fund invested (directly or indirectly) in that person, is a general partner, trustee, Nominee, manager or adviser;

**Alternate or Alternate Director** has the meaning given in Article 34.1;

**appointor** has the meaning given in Article 34.1;

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

**Asset Sale** means the sale of all or substantially all of the Yell Group Business by the Company or (a) Yell Group Member(s);

**Associated Company** has the same meaning as in Section 256 Companies Act 2006;

**Associated Entity** means, in relation to a body corporate, any holding company, subsidiary or subsidiary undertaking or any other subsidiaries or subsidiary undertakings of any such holding company, in each case of such body corporate;

**Auditor** means: (i) PricewaterhouseCoopers LLP; or (ii) any other recognised firm of independent auditors of international standing; or (iii) any other firm approved in advance by the Majority Shareholders;

**Bad Leaver** has the meaning given in Article 42.1.1;

**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;

**Base Enterprise Value** means £214 million;

**Bidco** means Hibu Bidco Limited registered in England with number 08815128;

**Board** means the board of Directors from time to time or the Directors present at a meeting of the Directors at which a quorum is present;

**Borrowings** means all outstanding primary long-term borrowings and outstanding indebtedness in the nature of primary long-term borrowings for the payment or repayment of money (including any fees payable in respect of such borrowings, but excluding for the avoidance of doubt any amounts of interest which has been capitalised and added to the principal amount of the Debt on which it accrues) in each case of the Yell Group and owing to any person who is not a Yell Group Member, including without limitation Shareholder Loans, the Existing Bond Debt, any bonds, notes, loan stock, debentures or other debt instruments, the capital amount in respect of any leases which, under generally accepted accounting practices in the United Kingdom (including IFRS) as applied to the Company's financial statements for the financial year ending on 31 March 2018, would be treated as a finance lease but excluding any amounts borrowed pursuant to a short-term financing arrangement (and short-term financing arrangement will include without limitation any revolving credit facility, overdraft or similar arrangement);

**Business Day** means a day (other than a Saturday or Sunday) on which banks are open for business (other than solely for trading and settlement in euro) in London;

**Calculation Notifications** has the meaning given in Article 40.2.3(c);



**Call Right** means where the Company, by notice in writing to the relevant Management Holder, requires that all VCP Shares held by that Management Holder (or any Permitted Transferee of that Management Holder) are transferred as soon as reasonably practicable in accordance with Article 42.2.3;

**Called Shares** means the VCP Shares that are subject to a Call Right;

**Cash** means all cash and cash equivalent amounts (including cash standing to the credit of any account with a bank or other financial institution);

**Cash Equivalent** means:

- (a) in relation to any Non-Cash Consideration, the sum ascribed to such Non-Cash Consideration in the sale documentation for the relevant Share Sale or Asset Sale (as the case may be) taking into account the aggregate purchase price of the entire issued share capital (in a Share Sale) or assets (in an Asset Sale) as being the market value of such Non-Cash Consideration as at the proposed date of the Share Sale or Asset Sale or, if none is so ascribed, such market value as determined by an Independent Expert; and
- (b) in relation to Deferred Consideration, it shall be valued at its present value at the Exit Date (as determined by an Independent Expert, applying such discount rate as it reasonably considers appropriate and, in respect of variable consideration, applying any reasonable base case prepared for the purposes of the Exit transaction or otherwise such reasonable base case as the Independent Expert may in its discretion select);

**Chairman** has the meaning given in Article 16.2;

**Chairman of the Meeting** has the meaning given in Article 71.3;

**Class A Share** means an ordinary share in the Company with a nominal value of £0.000001 carrying the rights attributed in these Articles to a share with such designation and **Class A Shareholder** will be construed accordingly;

**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;

**Compassionate Leaver** has the meaning given in Article 42.1.2;

**Concert Parties** means a group of persons (other than the A Shareholders as at the Effective Date, or any of their Associated Entities or Affiliates) who, pursuant to a formal agreement or ongoing arrangement, co-operate to obtain or consolidate Control of the Company;

**Control** means, in relation to a body corporate ("**company A**"), the power of a person ("**P**") to secure by means of the holding of shares or the possession of voting power in

relation to that or any other body corporate that the affairs of company A are conducted in accordance with P's wishes;

**Debt** means the Yell Group's Borrowings from time to time;

**Debt Value** means the lower of:

- (a) the market value of the Debt (as determined: (i) in the case of any Debt listed on a recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000), by reference to the trading price of such Debt at the relevant time; and (ii) in the case of any other Debt, as determined by an Independent Expert); and
- (b) the outstanding principal amount of the Debt;

**Deferred Consideration** means any deferred or variable consideration;

**Director** means a director of the Company, and includes any person occupying the position of director, by whatever name called;

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

**Effective Date** means the date on which these Articles became effective;

**electronic form** has the meaning given in Section 1168 of the Companies Act 2006;

**Employee Trust** means any employee benefit trust established for the benefit, inter alia, of the current or former employees of Topco and/or of any subsidiary of Topco;

**Encumbrance** means any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, usufruct, retention of title, right of pre-emption, right of first refusal or other third party rights or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

**Enterprise Value** means:

- (a) in the event of a disposal of the Yell Group by way of a Share Sale or an IPO or if a Management Holder is a Leaver, the aggregate of Equity Value and Debt Value; or
- (b) in the event of a disposal of the Yell Group Business by way of an Asset Sale, the sum of: (i) the sale proceeds of such assets (including Deferred Consideration and Non-Cash Consideration and, for the avoidance of doubt, any amounts paid by the purchaser which are directed to satisfy the repayment of any Debt), net of such transaction expenses that have been incurred by the Company or any Group Company as the Board may determine (acting reasonably); plus (ii) Cash held by, or to the order of,

the Company or any Yell Group Member immediately prior to the completion of the Asset Sale in circumstances where the Cash does not form part of the Asset Sale, and calculated prior to the effect of any tax on the sale proceeds (including Deferred Consideration and Non-Cash Consideration and prior to any deduction or withholdings therefrom on account of tax) and where there are sale proceeds that are to be satisfied in Non-Cash Consideration or in Deferred Consideration, they shall be ascribed their Cash Equivalent on the Exit Date;

**Equity Value** means:

- (a) in the event of a Share Sale of the Company or any Yell Group Member, the aggregate sale proceeds (including Deferred Consideration and Non-Cash Consideration) due to the Shareholders from such Share Sale (or, in circumstances where the shares the subject of the Share Sale constitute less than the entire issued share capital of the Company, the proceeds that would be received if it was a sale of the entire issued share capital of the Company) after giving effect to any completion date price adjustment provided for in the sale documentation (but for the avoidance of doubt ignoring any deduction made in the price adjustment for the settlement of amounts due to the VCP Shareholders) and net of such transaction expenses that have been incurred by the Company or any Group Company as the Board may determine (acting reasonably) and calculated prior to the effect of any tax on the sale proceeds including Deferred Consideration and Non-Cash Consideration (including prior to any deduction or withholdings therefrom on account of tax) and where there are sale proceeds that are to be satisfied in Non-Cash Consideration or in Deferred Consideration, they shall be ascribed their Cash Equivalent on the Exit Date; or
- (b) in the event of a Share Sale of a Group Company other than a Yell Group Member, the aggregate sale proceeds (including Deferred Consideration and Non-Cash Consideration) due to the selling shareholders from such Share Sale (or, in circumstances where the shares the subject of the Share Sale constitute less than the entire issued share capital of the relevant Group Company, the proceeds that would be received if it was a sale of the entire issued share capital of that Group Company), less the proceeds that are determined by an Independent Expert as being attributable to the assets of the Group excluding the Yell Group Business, in each case after giving effect to any completion date price adjustment provided for in the sale documentation (but for the avoidance of doubt ignoring any deduction made in the price adjustment for the settlement of amounts due to the VCP Shareholders) and net of such transaction expenses that have been incurred by the Company or any Group Company as the Board may determine (acting reasonably) and calculated prior to the effect of any tax on the sale proceeds (including Deferred Consideration and Non-Cash Consideration) (including prior to any deduction or withholdings therefrom on account of tax) and where

there are sale proceeds that are to be satisfied in Non-Cash Consideration or in Deferred Consideration, they shall be ascribed their Cash Equivalent on the Exit Date; or

- (c) in the event of an IPO, the implied valuation of the Yell Group by such IPO as determined from the market value of the Shares (or, as the case may be shares in the capital of the Company's holding company) determined by reference to the price per share at which such Shares or shares are to be offered for sale, issue, placed or otherwise marketed pursuant to the arrangements relating to the IPO all as determined by the merchant bank (or, if none, the broker) appointed by the Board to advise in connection with the IPO, less, in the case of an IPO of a Group Company which is not a Yell Group Member, any proportion of that valuation as is determined by an Independent Expert as being attributable to the assets of the Group excluding the Yell Group Business;; and
- (d) in respect of any VCP Shares held by a Leaver before an Exit Date, such valuation of the Company's share capital as the Remuneration Committee and Management Holder may, acting in good faith, agree or, if they fail to agree, as otherwise determined in accordance with Article 42.2.7;

**Excess Interest** means any interest paid by any Yell Group Member on Debt during the period after the payment of interest on the Existing Bond Debt falling in March 2021 and up to the Exit (but excluding, for the avoidance of doubt, any amount of interest which is capitalised and added to the principal amount of the Debt on which it accrues until actually paid) to the extent that this exceeds £8 million per annum (pro-rated for any part-year which has elapsed on the Exit Date) (and for the avoidance of doubt, the amount of Value Created will otherwise not be affected by any interest paid on Debt during this period);

**Existing Bond Debt** means the bonds issued by Yell Bondco plc of £214 million as at 1 March 2021 (as the same may be modified or refinanced from time to time, including without limitation as amended and/or supplemented pursuant to the supplemental indentures dated 31 March 2022);

**Existing Shareholder** means any person (other than Topco) that, together with their Affiliates and/or Related Funds, owns, directly or indirectly, more than 10% of the Class A Shares of the Company as of the Effective Date;

**Exit** means:

- (a) any person (or any persons Acting in Concert) other than Group Companies or a Permitted Holder or Permitted Holders:
  - (i) obtaining Control of the Company or of the companies which operate all, or substantially all, of the Yell Group Business,

- (II) acquiring all, or substantially all, of the Yell Group Business, or the acquisition of Control over such business and assets by any such person or persons;
- (b) any person (or persons Acting in Concert) other than a Group Company or Group Companies or a Permitted Holder or Permitted Holders obtaining Control of Topco or another member of the Group at any time at which Topco or that Group Company (as applicable) has Control of the Yell Group Business and all or substantially all of the business or assets of Topco or that Group Company (as applicable) and its subsidiaries and subsidiary undertakings is or are constituted by the Yell Group Business; or
- (c) an IPO,

or such other event as the Remuneration Committee in its sole discretion will determine to constitute an Exit provided that, notwithstanding the foregoing, unless expressly agreed by the Remuneration Committee in its sole discretion an Internal Reorganisation will not constitute an Exit for the purposes of the Articles;

**Exit Date** means the date of completion of an Exit;

**Fair Value** has the meaning given in Article 42.2.7;

**Family Settlement** means, in relation to a Management Holder, a trust or trusts (whether arising under a settlement inter vivos or a testamentary disposition, whoever it is made by, or an intestacy) under which: (i) no person other than that Management Holder or a Privileged Relation of that Management Holder has a beneficial interest in all or any part of the trust property or income; and (ii) no power of control over the voting powers conferred by any Shares for the time being comprised, or which may from time to time become comprised, in the trust property is from time to time exercisable by or subject to the consent of any person other than the trustee or trustees of the said trust or trusts or by the Management Holder concerned or a Privileged Relation of that Management Holder;

**Financial Quarter** means the period commencing on the day after one Quarter Date and ending on the next Quarter Date;

**Financial Year** means the financial year of the Company, which as at the date of these Articles ends on 31 March of each year;

**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 42.1.3;

**Group** means the Company and any company which is for the time being a subsidiary, subsidiary undertaking or holding company of the Company, including for the avoidance

of doubt any company which becomes a holding company of the Company by virtue of an Internal Reorganisation, or a subsidiary or subsidiary undertaking of any such holding company and **Group Company** will be interpreted accordingly;

**Group Employee or Director** means a Management Holder who is an employee or director of at least one Group Company;

**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;

**holding company** has the meaning given in Section 1159 of the Companies Act 2006;

**Independent Expert** means an independent expert, to be appointed by agreement between (a) the Remuneration Committee and (b) in the case of an Exit, the majority of Management Holders by value or, in the case of a Leaver, that Management Holder (or, in the absence of any agreement of such appointment, as appointed by the President of the Institute of Chartered Accountants in England and Wales);

**Internal Reorganisation** means either:

- (a) a reorganisation of the Group's structure, such that the ultimate beneficial ownership of the Company does not change at all or does not change substantially; or
- (b) a refinancing of the Group, following which the underlying Group structure remains substantively unchanged (in the reasonable opinion of the majority of the Board);

**IPO** means the offering and admission of at least 50 per cent. of the shares in the Company, any other Yell Group Member or any Group Company which has Control of the Yell Group Business and where all or substantially all of the business or assets of that Group Company and its subsidiaries and subsidiary undertakings is or are constituted by the Yell Group Business, on NASDAQ or the Official List of the United Kingdom Listing Authority or the AIM Market operated by London Stock Exchange plc or any other recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any other market wherever situated on any official or otherwise prescribed list maintained by a competent or otherwise prescribed listing authority;

**Leaver** has the meaning given in Article 42.1.4;

**Leaver Date** means the date on which the Leaver ceases to be a Group Employee or Director;

**Legal Restriction** means: (i) any statute, law, ordinance, rule or regulation of any federal, national, state, local or foreign government or any subdivision, authority, department,

commission, board, bureau, agency, court, administrative panel or other instrumentality thereof that is applicable to the Company; and (ii) any provision of these Articles;

**Majority Shareholders** means, in respect of a matter:

- (c) at any time until the Company has delivered a notice to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, Shareholders representing at least 70 per cent. of Shares that are validly voted on that matter; or
- (d) at any time following a notice by the Company to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, Shareholders representing more than 50 per cent. of Shares that are validly voted on that matter;

**Management Holder** means an individual who has been issued with VCP Shares (whether or not subsequently transferred to a Permitted Transferee) at a time when that individual was a Group Employee or Director;

**Midco** means Yell Midco Limited registered in England with number 08815103;

**Negative Adjustments** means the cash amount of any equity capital injection or share subscription in a Yell Group Member by a person who is not a Yell Group Member and any amounts advanced to any Yell Group Member pursuant to a Shareholder Loan to the extent not repaid, in each case to the extent paid or advanced to the applicable Yell Group Member during the period between the date a Management Holder acquires the VCP Shares and the Exit Date;

**Nominee** means, in respect of any person, a nominee or a custodian or similar representative (under the laws of any jurisdiction) of that person;

**Non-Cash Consideration** means consideration that is payable otherwise than in cash;

**ordinary resolution** has the meaning given in Section 282 of the Companies Act 2006;

**paid** means paid or credited as paid;

**participate**, in relation to a Directors' meeting, has the meaning given in Article 14.1;

**payee** has the meaning given in Article 62.3;

**Permanent Debt Repayments** means all amounts of cash paid by any Yell Group Member in permanent repayment and cancellation of Debt, notwithstanding that:

- (a) any amount paid in repayment of Debt which is financed from the proceeds of new indebtedness will not constitute Permanent Debt Repayments; and

- (b) where Debt is cancelled pursuant to a buyback at below par, the amount of the applicable Permanent Debt Repayments will be the price paid for the Debt repurchased;

**Permitted Holder** means an Existing Shareholder and any Affiliates or Related Funds of an Existing Shareholder;

**Permitted Transfer** means a transfer of VCP Shares falling within Article 53;

**Permitted Transferee** means, in relation to a Management Holder, any Privileged Relation, Family Settlement or validly constituted self-invested personal pension of that Management Holder or Privileged Relation;

**Positive Adjustments** means the amount of any returns of capital, dividends and other distributions paid by the Company and all amounts of Excess Interest and Permanent Debt Repayments during the period between the date a Management Holder acquires the VCP Shares and the Exit Date;

**Privileged Relation** means in respect of any Management Holder, the parent or spouse or civil partner or brother or sister of the Management Holder or any lineal descendant of the Management Holder and for these purposes the step-child or adopted child of any person will be deemed to be that person's lineal descendant;

**proxy notice** has the meaning given in Article 79.1;

**Quarter Date** means each of 31 March, 30 June, 30 September and 31 December;

**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;

**Related Party** has the meaning given in the listing rules of the UK Financial Conduct Authority, save that the threshold for a "**substantial shareholder**" shall be 15 per cent. rather than 10 per cent., and the Company shall be deemed to be the relevant "**listed company**". For the avoidance of doubt, no Yell Group Member shall be a Related Party of any other Yell Group Member;

**Related Party Transaction** has the meaning given in the listing rules of the UK Financial Conduct Authority, save that:

- (a) the term "related party" shall have the meaning given to Related Party in these Articles;
- (b) the Company shall be deemed to be the relevant "listed company";



- (c) any transaction described in Annex 1 to Listing Rule 11 of the listing rules shall be deemed not to be a Related Party Transaction; and
- (d) any transaction under the terms of a cash incentive plan approved by the Directors and/or an equity incentive plan approved by Majority Shareholders pursuant to Article 83.1.3 shall be deemed not to be a Related Party Transaction;

**Relevant Calculations** has the meaning given in Article 40.2.3(b);

**Relevant Officer** means any Director, former Director or Secretary of the Company or any director, former director or secretary of an Associated Company of the Company;

**Relevant Shareholders** has the meaning given in Article 40.2.3(c);

**Remuneration Committee** means the remuneration committee of the Board as constituted at the relevant time;

**Restricted Person** means any person:

- (a) that:
  - (I) has the power to cast, or control the casting of, more than 50 per cent. of the maximum number of votes that might be cast at a general meeting of a direct competitor of the Yell Group; and/or
  - (II) holds, legally or beneficially, more than 50 per cent. of the issued share capital of a direct competitor of the Yell Group; and
- (b) that has the right to nominate a majority of the directors of that direct competitor of the Yell Group,

or any person that Controls, is Controlled by, or is acting on behalf of such a person (and for the purposes of this definition, "direct competitor" shall be a direct competitor in the UK, as such may be determined by the Directors, acting in good faith);

**Secretary** means any person appointed to perform the duties of the secretary of the Company (including any deputy or assistant secretary) in accordance with Article 36;

**Secured Institution** has the meaning given in Article 52.6;

**Sell**, in the context of shares or any interest in shares, means any of the following: (i) sell, assign, transfer or otherwise dispose of, or grant any option over, any such shares or any interest in such shares; (ii) create or permit to subsist or the enforcement of any Encumbrance over such shares or any interest in such shares; (iii) enter into any agreement in respect of the votes or any other rights attached to any such shares; or (iv) renounce or assign any right to receive any such shares or any interest in such shares and **Sold** shall be construed accordingly;

**Senior Management** means any director or employee of a Yell Group Member with a basic annual salary in excess of £250,000, excluding any Director;

**Shareholder Loan** means any loan owing by a Yell Group Member to a person or persons who Controls that Yell Group Member (but excluding in each case any loan owing to another Yell Group Member);

**Shareholders** means holders of Shares, being Class A Shareholders and VCP Shareholders;

**Share Sale** means any Exit effected by the sale of shares in any Group Company;

**Shares** means shares in the Company, being Class A Shares and VCP Shares;

**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;

**Substantial Shareholder** means a Shareholder who, together with its Affiliates and Related Funds, holds more than 40% of the Class A Shares;

**Supermajority Shareholders** means, in respect of a matter:

- (a) at any time until the Company has delivered a notice to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, Shareholders representing at least 80 per cent. of Shares that are validly voted on that matter; or
- (b) at any time following a notice by the Company to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, Shareholders representing more than 75 per cent. of Shares that are validly voted on that matter;

**Topco** means Yell Group Limited registered in England with number 08815102;

**Topco Board** means the board of Topco Directors from time to time or the Topco Directors present at a meeting of the Topco Directors at which a quorum is present;

**Topco Director** means a director of Topco, and includes any person occupying the position of director, by whatever name called;

**Transfer Time** has the meaning given in Article 40.2.10;

**transmittee** means a person entitled to a Share by reason of the death or bankruptcy of a Shareholder or otherwise by operation of law;

**Value Created** means: (i) the aggregate of (a) the Enterprise Value as determined on the Exit Date or if the Management Holder is a Leaver, on the Management Holder's Leaver

Date and (b) any Positive Adjustments less (ii) the aggregate of (a) £100 million and (b) any Negative Adjustments;

**VCP Share** means a share in the Company with a nominal value of £0.000001 carrying the rights attributed in these Articles to a share with such designation and **VCP Shareholder** will be construed accordingly;

**Vested** will have the meaning given in Article 39, which sets out how VCP Shares will become Vested for the purposes of these Articles and **Vested VCP Shares** will be constructed accordingly;

**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;

**Yell Group** means the Company and its subsidiaries from time to time and **Yell Group Member** will be interpreted accordingly; and

**Yell Group Business** means the business, assets and undertakings of the Yell Group.

2.2 Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Companies Act 2006 as in force on the date when these Articles become binding on the Company.

2.3 The provisions of these Articles relating to general meetings and to the proceedings at such meetings will apply to separate meetings of a class of Shareholders.

### 3. **Liability of Shareholders**

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

## **Part 2**

### **Directors**

#### **Directors' Powers and Responsibilities**

##### **4. Number of Directors**

Unless otherwise determined by ordinary resolution of the Company, the Directors will not be less than three nor more than eight in number.

##### **5. Directors' general authority**

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

##### **6. Shareholders' reserve power**

6.1 In respect of any matter that may be approved by the Directors, the Shareholders may, by special resolution, direct the Directors to take, or refrain from taking, specified action.

6.2 No such special resolution invalidates anything which the Directors have done before the passing of the resolution.

6.3 No alteration of the Articles invalidates anything which the Directors have done before the alteration was made.

##### **7. Directors may delegate**

7.1 Subject to the Articles, the Directors may delegate any of the powers which are conferred on them under the Articles:

7.1.1 to such person (who need not be a Director) or committee (comprising any number of persons, who need not be Directors);

7.1.2 by such means (including by power of attorney);

7.1.3 to such an extent;

7.1.4 in relation to such matters or territories; and

7.1.5 on such terms and conditions,

as they think fit.

7.2 If the Directors so specify, any such delegation may authorise further delegation of the Directors' powers by any person to whom they are delegated.

7.3 Any reference in these Articles to the exercise of a power, authority or discretion by the Directors will include a reference to the exercise of a power, authority or discretion by any person or committee to whom it has been delegated.

7.4 The Directors may revoke any delegation in whole or part, or alter its terms and conditions.

## **8. Committees**

8.1 The Directors may make regulations in relation to the procedures of committees or sub-committees to whom their powers or discretions have been delegated or sub-delegated. Subject to any such regulations, the meetings and procedures of any committee or sub-committee will be governed by the provisions of these Articles regulating the meetings and procedures of Directors.

8.2 Unless the Directors decide not to allow this, any committee can sub-delegate any of its powers or discretions to sub-committees. Reference in these Articles to committees include sub-committees permitted under this Article.

## **9. Audit committee**

9.1 The Directors shall establish and maintain an audit committee, which shall consist of non-executive Directors and may include the Chairman.

9.2 The chairman of the audit committee shall be selected by the members of the committee.

9.3 The role of the audit committee shall be determined by the Directors from time to time, and shall include:

9.3.1 monitoring the integrity of the financial statements of the Company and any formal announcements relating to the Company's financial performance, reviewing significant financial reporting judgements contained in them;

9.3.2 reviewing the Company's internal financial controls and, unless expressly addressed by the Directors or a separate risk committee composed of independent Directors, reviewing the Company's internal control and risk management systems;

9.3.3 monitoring and reviewing the effectiveness of the Company's internal audit function;

9.3.4 making recommendations to the Directors regarding matters to be put to the Shareholders for their approval in relation to the appointment, re-appointment and removal of the external auditor and to approve the remuneration and terms of engagement of the external auditor;

- 9.3.5 reviewing and monitoring the external auditor's independence and objectivity and the effectiveness of the audit process, taking into consideration relevant UK professional and regulatory requirements;
  - 9.3.6 developing and implementing policies on the engagement of the external auditor to supply non-audit services, taking into account relevant ethical guidance regarding the provision of non-audit services by the external audit firm; and reporting to the Directors, identifying any matters in respect of which it considers that action or improvement is needed and making recommendations as to the steps to be taken; and
  - 9.3.7 reporting to the Directors on how it has discharged its responsibilities.
- 9.4 At any meeting of the audit committee, each member shall have one vote and decisions shall be taken by a simple majority of the votes.
- 10. Remuneration Committee**
- 10.1 The Directors shall establish and maintain a Remuneration Committee, which shall consist of non-executive Directors and may include the Chairman.
- 10.2 The chairman of the Remuneration Committee shall be selected by the members of the committee, but shall not be the Chairman.
- 10.3 The role of the Remuneration Committee shall be determined by the Directors from time to time, and shall include:
- 10.3.1 making recommendations to the Directors in respect of the appointment, remuneration and termination of employment of Senior Management, and establishing and agreeing performance packages for Senior Management;
  - 10.3.2 making recommendations to the Directors in respect of the appointment, remuneration and termination of employment of executive Directors (taking into account the need to maintain an appropriate balance of executive and non-executive Directors), and establishing and agreeing performance packages for executive Directors; and
  - 10.3.3 reviewing the performance of Senior Management against the targets agreed in their relevant performance packages and agreeing annual performance rewards under incentive plans.
- 10.4 At any meeting of the Remuneration Committee, each member shall have one vote and decisions shall be taken by a simple majority of the votes.

## **Decision-Making by Directors**

### **11. Directors to take decisions collectively**

11.1 The general rule about decision-making by Directors is that any decision of the Directors must be either a majority decision at a meeting or a decision taken by Directors' written resolution in accordance with Article 12.

11.2 If:

11.2.1 the Company only has one Director; and

11.2.2 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, provided that any decision taken will be recorded in writing and the record kept for ten years. For the purpose of Article 15, the quorum for the transaction of business where the Company only has one Director, and all other provisions of the Articles apply with any necessary modification (unless a provision expressly provides otherwise).

11.3 If only one Director is eligible to vote on any authorisation required under Article 21, the general rule does not apply, and the eligible Director may take decisions in relation to the relevant matter without regard to any of the provisions of the Articles relating to directors' decision-making.

### **12. Unanimous decisions**

12.1 A decision of the Directors is taken in accordance with this Article when all eligible Directors indicate to each other by any means that they share a common view on a matter. If an Alternate Director indicates that he shares the common view, his appointor need not also indicate his agreement.

12.2 Such a decision may take the form of a resolution in writing, at least one copy of which has been signed by each eligible Director or to which each eligible Director has otherwise indicated agreement in writing. A resolution signed by an Alternate Director need not also be signed by or agreed to by his appointor.

12.3 References in this Article to eligible Directors are to Directors who would have been entitled to vote on the matter and whose vote would have been counted had it been proposed as a resolution at a Directors' meeting.

12.4 A decision may not be taken in accordance with this Article if the eligible Directors would not have formed a quorum at such a meeting.

### **13. Calling a Directors' meeting**

- 13.1 Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors or by requesting the Secretary (if any) to give such notice.
- 13.2 Notice of any Directors' meeting must indicate:
  - 13.2.1 its proposed date and time;
  - 13.2.2 where it is to take place; and
  - 13.2.3 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.
- 13.3 Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 13.4 Notice of a Directors' meeting need not be given to Directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company before 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.

### **14. Participation in Directors' meetings**

- 14.1 Subject to the Articles, Directors **"participate"** in a Directors' meeting, or part of a Directors' meeting, when:
  - 14.1.1 the meeting has been called and takes place in accordance with the Articles; and
  - 14.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
- 14.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.
- 14.3 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.

### **15. Quorum for Directors' meetings**

- 15.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 15.2 Subject always to Articles 11.2 and 11.3, the quorum for Directors' meetings may be fixed from time to time by a decision of the Directors, but it must never be less than two, and unless otherwise fixed it is two.



- 15.3 Subject always to Article 11.2, 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:

15.3.1 to appoint further Directors; or

15.3.2 to call a general meeting so as to enable the Shareholders to appoint further Directors.

- 15.4 If there are no Directors or Director able or willing to act, then any two Shareholders may summon a general meeting for the purpose of appointing Directors.

## **16. Chairing of Directors' meetings**

- 16.1 The Directors may appoint a Director to chair their meetings.

- 16.2 The person so appointed for the time being is known as the "**Chairman**".

- 16.3 The Directors may terminate the Chairman's appointment at any time.

- 16.4 If the Chairman is not participating in a Directors' meeting within ten minutes of the time at which it was to start, the participating Directors may appoint one of their number to chair it.

## **17. Adjournment of Directors' meetings**

- 17.1 The Chairman or other Director chairing a Directors' meeting may adjourn a meeting at which a quorum is present if they consider it reasonably necessary to do so, including where they consider that the Directors' meeting does not include an appropriate number of non-executive Director attendees.

- 17.2 When adjourning a Directors' meeting pursuant to Article 17.1, the Chairman or other Director chairing such Directors' meeting must specify the time and place to which it is to be reconvened. At least five Business Days' notice of the reconvened meeting must be given unless all the Directors agree otherwise.

## **18. Casting vote**

- 18.1 If the numbers of votes for and against a proposal are equal (ignoring any votes which are to be discounted in accordance with the Articles or the Companies Acts), the Chairman or other Director chairing the meeting has a casting vote.

- 18.2 Article 18.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the Chairman or other Director is not to be counted as participating in the decision-making process for quorum or voting purposes.

**19. Validity of proceedings**

All acts done by any meeting of Directors, or of any committee or sub-committee of the Directors, or by any person acting as a member of any such committee or sub-committee, will as regards all persons dealing in good faith with the Company be valid, notwithstanding that there was some defect in the appointment of any Director or any such persons, or that any such persons were disqualified or had vacated office, or were not entitled to vote.

**20. Transactions or arrangements with the Company**

20.1 Provided that he has disclosed to the Directors the nature and extent of any interest of his in accordance with and to the extent required by the Companies Acts, a Director notwithstanding his office:

20.1.1 may be a party to, or otherwise interested in, any contract with the Company or in which the Company is otherwise interested;

20.1.2 may be a Director or other officer of, or employed by, or a party to any contract with, or otherwise interested in, any Yell Group Member or in any body corporate promoted by the Company or any Yell Group Member or in which the Company or any Yell Group Member is interested; and

20.1.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor).

20.2 For the purposes of this Article:

20.2.1 a Director will be deemed to have disclosed the nature and extent of an interest which consists of him being a Director, officer or employee of any Yell Group Member; and

20.2.2 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any contract in which a specified person or class of persons is interested will be deemed to be a disclosure that the Director has an interest in any such contract of the nature and extent so specified.

20.3 Where a Director is a director or other officer of, or employed by, a Yell Group Member, he:

20.3.1 may in exercising his independent judgement take into account the success of other Yell Group Members as well as the success of the Company;

20.3.2 will in the exercise of his duties, where that other Yell Group Member is a parent company, have a duty of confidentiality to the parent company in relation to confidential information of the parent company, but he will not be restricted by

any duty of confidentiality to the Company from providing information to any parent company;

20.3.3 will not be in breach of his general duties by reason only that he has regard to the interests, and acts upon the wishes or instructions, of that Yell Group Member; and

20.3.4 will, if he believes that his fiduciary duties to the Company may conflict with his obligations to that Yell Group Member, be entitled in respect of such conflict to: (i) withdraw from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Directors or otherwise); or (ii) require that any decision, vote or resolution which would otherwise be disposed of by the Directors, be a decision, vote or resolution for which the Shareholders are responsible.

## **21. Conflicts of interest requiring Board authorisation**

21.1 The Directors may, subject to the quorum and voting requirements set out in the Articles, authorise any matter which would otherwise involve a Director breaching his duty under the Companies Acts to avoid conflicts of interest ("**Conflict**").

21.2 Any Director (including the relevant Director) may propose that the relevant Director be authorised in relation to any matter the subject of a Conflict. Such proposal and any authority given by the Directors will be effected in the same way that any other matter may be proposed to and decided upon by the Directors under the provisions of the Articles save that the relevant Director will not count towards the quorum nor vote on any resolution giving such authority and save further that if there are insufficient Directors eligible to vote and therefore to form a quorum, Article 11.3 will apply.

21.3 Where the Directors give authority in relation to a Conflict:

21.3.1 the terms of the authority will be recorded in writing (but the authority will be effective whether or not the terms are so recorded); and

21.3.2 the Directors may revoke or vary such authority at any time but this will not affect anything done by the relevant Director prior to such revocation or variation in accordance with the terms of such authority.

21.4 Where the Directors give authority in relation to a Conflict or where any of the situations referred to in Article 20.1 ("**Permitted Situation**") apply:

21.4.1 the Directors may (whether at the relevant time or subsequently) (i) require that the relevant Director is excluded from the receipt of information, the participation in discussion and/or the making of decisions (whether at meetings of the Directors or otherwise) related to the Conflict or Permitted Situation; and (ii) impose upon the relevant Director such other terms for the purpose of dealing with the Conflict as it may determine;

21.4.2 the relevant Director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict or Permitted Situation; and

21.4.3 the Directors may provide that where the relevant Director obtains (otherwise than through his position as a Director of the Company) information that is confidential to a third party, the Director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence.

21.5 A Director will not, by reason of his office or of the fiduciary relationship thereby established, be liable to account to the Company or the members for any remuneration, profit or other benefit realised by reason of his having any type of interest in a Conflict authorised under this Article or in any Permitted Situation and no contract will be liable to be avoided on the grounds of a Director having any such interest.

## **22. Directors may vote when interested**

22.1 Subject where applicable to disclosure in accordance with the Companies Acts or the Articles and subject to any terms imposed by the Directors in relation to any Conflict or Permitted Situation, a Director will be entitled to vote in respect of any matter in which he is interested directly or indirectly and if he will do so his vote will be counted and, whether or not he does, his presence at the meeting he will be taken into account in ascertaining whether a quorum is present.

22.2 Subject to Article 22.3, if a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any Director other than the chairman is to be final and conclusive.

22.3 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

## **23. Record of decisions to be kept**

The Directors must ensure that the Company keeps a record, in writing, of every majority decision taken by the Directors and of every Directors' written resolution for at least ten years from the date of the decision or resolution.

## **24. Directors' discretion to make further rules**

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.

**25. Change of name**

The Company may change its name by a decision of the Directors.

**Appointment of Directors**

**26. Methods of appointing Directors**

26.1 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:

26.1.1 by ordinary resolution; or

26.1.2 by a decision of the Directors,

but so that the total number of Directors shall not at any time exceed any maximum number fixed by or in accordance with these Articles.

26.2 In any case where, as a result of death, the Company has no Shareholders and no Directors, the personal representatives of the last Shareholder to have died have the right, by notice in writing, to appoint a person to be a Director.

26.3 For the purposes of Article 26.2, where two or more Shareholders die in circumstances rendering it uncertain who was the last to die, a younger Shareholder is deemed to have survived an older Shareholder.

**27. Termination of Director's appointment**

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

27.1.1 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;

27.1.2 a bankruptcy order is made against that person;

27.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts;

27.1.4 a registered medical practitioner who is treating that person gives a written opinion to the company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

27.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have;

27.1.6 notification is received by the Company from the Director that the Director is resigning from office, and such resignation has taken effect in accordance with its terms;

27.1.7 that person is absent from meetings of Directors for six months without permission and the Directors have resolved that that person should cease to be a Director; or

27.1.8 notice of termination is served or deemed served upon the Director and that notice is given by all the other Directors for the time being.

27.2 If a Director holds an appointment to an executive office which automatically terminates on termination of his office as a Director, his removal from office pursuant to this Article 27 will be deemed an act of the Company and will have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

## **28. Appointment and removal of Director by Majority Shareholders**

The Majority Shareholders may, by notice in writing signed by or on behalf of him or them and delivered to the registered office or tendered at a meeting of the Directors or at a general meeting of the Company at any time and from time to time, appoint any person who is willing to act, and is permitted by law to do so, to be a Director (either to fill a vacancy or to be an additional Director) and/or may terminate the appointment of any Director (no matter how he was appointed) other than an Investor Director. The appointment or removal takes effect immediately on deposit of the notice or on such later date (if any) specified in the notice.

## **29. Appointment and removal of Investor Directors**

29.1 A Major Shareholder shall be entitled to, by notice in writing signed by the Major Shareholder and delivered to the registered office or tendered at a meeting of the Directors or at a general meeting of the Company at any time and from time to time, appoint any person who is willing to act, and is permitted by law to do so, to be a Director (the "**Major Shareholder Investor Directors**") and/or may terminate the appointment of or replace any Major Shareholder Investor Director. The number of Major Shareholder Investor Directors that has been appointed at any time shall not exceed two. The appointment or removal of any Major Shareholder Investor Director takes effect immediately on deposit of the notice(s) as contemplated in this Article 29.1 or on such later date (if any) specified in the notice.

29.2 For so long as a Major Shareholder Investor Director has been appointed, Minority Shareholders holding in aggregate at least 75% of the total nominal value of the Shares held by the Minority Shareholders shall be entitled to, by notice in writing signed by or on behalf of him or them and delivered to the registered office or tendered at a meeting of the Directors or at a general meeting of the Company at any time and from time to time, appoint any person who is willing to act, and is permitted by law to do so, to be a Director (the "**Minority Shareholder Investor Director**", and together with the Major Shareholder Investor Directors, the "**Investor Directors**") and/or may terminate the appointment of or

replace any Minority Shareholder Investor Director. The number of Minority Shareholder Investor Directors that has been appointed at any time shall not exceed one. The appointment or removal of any Minority Shareholder Investor Director takes effect immediately on deposit of the notice(s) as contemplated in this Article 29.2 or on such later date (if any) specified in the notice.

29.3 If a Major Shareholder or Minority Shareholder(s) ceases to be entitled to appoint the Investor Directors under Article 29.1 or Article 29.2, that Major Shareholder or Minority Shareholder(s) shall be deemed to have given notice to the Company requiring the removal of that Investor Director.

29.4 For the purposes of this Article 29, the following terms have the following meanings:

29.4.1 **"Major Shareholder"** means a Class A Shareholder who, together with its Affiliates and Related Funds, holds more than 50% of the Class A Shares; and

29.4.2 **"Minority Shareholder"** means any Class A Shareholder or Class A Shareholders who is not a Major Shareholder or any of its Affiliates or Related Funds.

### **30. Directors' remuneration**

30.1 Directors may undertake any services for the Company that the Directors decide.

30.2 Subject to Article 30.3, Directors are entitled to such remuneration as the Directors determine:

30.2.1 for their services to the Company as Directors; and

30.2.2 for any other service which they undertake for the Company.

30.3 Investor Directors shall not be entitled to any remuneration.

30.4 Subject to the Articles, a Director's remuneration may:

30.4.1 take any form; and

30.4.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, or by insurance or otherwise for any Director or former Director who holds or has held any office or employment with the Company, predecessor in business of the Company or with any undertaking which is or has been a Yell Group Member and for any member of his family (including a spouse or former spouse) or any person who is or was dependent on him, and may (before as well as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

30.5 Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.

- 30.6 Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company, any Yell Group Member or any other body corporate in which the Company is interested, and the receipt of such benefit shall not disqualify any person from being a Director of the Company.

**31. Additional remuneration**

Any Director who performs services which in the opinion of the Directors or any committee authorised by the Directors go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors or any committee authorised by the Directors may in its discretion decide in addition to any remuneration provided for by or pursuant to any other Article.

**32. Directors' expenses**

- 32.1 The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:

32.1.1 meetings of Directors or committees of Directors;

32.1.2 general meetings; or

32.1.3 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.

- 32.2 Subject to the Companies Acts, the Directors shall have power to make arrangements to provide a Director with funds to meet expenditure properly incurred or to be properly incurred by him for the purpose of the Company or for the purpose of enabling him properly to perform his duties as an officer of the Company or to avoid him incurring any such expenditure.

**33. Appointment of executive Directors**

- 33.1 The Directors may from time to time appoint one or more of their number to be the holder of any executive office (including, where considered appropriate, the office of Chairman) on such terms and for such period as they may (subject to the Companies Acts) resolve and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.

- 33.2 The appointment of any Director to the office of Chairman or Managing Director will automatically terminate if he ceases to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.



- 33.3 The appointment of any Director to any other executive office will not automatically terminate if he ceases to be a Director for any reason, unless the contract or resolution under which he holds office will expressly state otherwise, in which event such termination will be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

#### **Alternate Directors**

#### **34. Appointment and removal of Alternate Directors**

- 34.1 Any Director (the “**appointor**”) may at any time appoint any person (including another Director) to be his alternate (the “**Alternate**” or the “**Alternate Director**”) to:

34.1.1 exercise that Director's powers, and

34.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors in the absence of the Alternate's appointor, and may at any time terminate such appointment.

- 34.2 The appointment or termination of appointment of an Alternate Director must be made by notice in writing to the Company signed by the appointor or in any other manner approved by the Directors.

- 34.3 The notice must identify the proposed Alternate and, in the case of an appointment, contain a statement signed by the proposed Alternate stating that the proposed Alternate is willing to act as the Alternate of the Director giving the notice.

- 34.4 The appointment of an Alternate Director will terminate:

34.4.1 when the appointor revokes the appointment by notice to the Company specifying when it is to terminate;

34.4.2 on the occurrence in relation to the Alternate of any event which if it happened to the Alternate's appointor, would result in the termination of the appointor's appointment as a Director;

34.4.3 on the death of the Alternate's appointor; or

34.4.4 if his appointor ceases to be a Director.

#### **35. Rights and responsibilities of Alternate Directors**

- 35.1 An Alternate Director will be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and will be entitled to attend and vote as a Director at any such meeting and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meetings to perform all functions of his appointor as a Director. For the purposes of the

proceedings at such meetings, the provisions of these Articles will apply as if the Alternate Director (instead of his appointor) were a Director.

- 35.2 If an Alternate is himself a Director or will attend any such meeting as an Alternate for more than one Director, his voting rights will be cumulative but he will not be counted more than once for the purposes of the quorum.
- 35.3 If his appointor is for the time being temporarily unable to act through ill health or disability an Alternate's signature to any resolution in writing of the Directors will be as effective as the signature of his appointor.
- 35.4 This Article 35 will also apply (with such changes as are necessary) to such extent as the Directors may from time to time resolve to any meeting of any committee of the Directors of which the appointor of an Alternate Director is a member.
- 35.5 An Alternate Director will not (except as otherwise provided in this Article 35) have power to act as a Director, nor will he be deemed to be a Director for the purposes of these Articles, nor will he be deemed to be the agent of his appointor.
- 35.6 An Alternate Director will be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent as if he were a Director.
- 35.7 An Alternate will not be entitled to receive remuneration from the Company in respect of his appointment as Alternate Director except to the extent his appointor directs the Company to pay to the Alternate some of the remuneration otherwise payable to that Director.

### **Secretary**

#### **36. Secretary**

If the Directors so resolve, a Secretary will be appointed on such terms as the Directors think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

## **Part 3**

### **Shares and Distributions**

#### **Shares**

#### **37. Share capital**

The share capital of the Company will consist of:

37.1 Class A Shares; and

37.2 VCP Shares.

#### **38. Rights attaching to all Shares - general**

Subject to the provisions of the Companies Acts and any rights attached to existing Shares, any Share may be issued with or have attached to it such rights and restrictions as the Company may by ordinary resolution decide or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may decide.

#### **39. Vesting of VCP Shares**

39.1 Save as provided in the remainder of this Article 39 and Article 40, VCP Shares will become "**Vested**" as follows:

39.1.1 provided that the Management Holder is not a Leaver, in full immediately prior to the Exit Date; or

39.1.2 if the Management Holder becomes a Good Leaver:

- (a) on or after 1 April 2022, but prior to 1 April 2023, as to one quarter of all VCP Shares (rounded down to the nearest whole number) held by such Management Holder (or a Permitted Transferee of that Management Holder);
- (b) on or after 1 April 2023, but prior to 1 April 2024, as to half of all VCP Shares (rounded down to the nearest whole number) held by such Management Holder (or a Permitted Transferee of that Management Holder);
- (c) on or after 1 April 2024, but prior to 1 April 2025, as to three quarters of all VCP Shares (rounded down to the nearest whole number) held by such Management Holder (or a Permitted Transferee of that Management Holder); or

- (d) on or after 1 April 2025, all VCP Shares held by such Management Holder (or a Permitted Transferee of that Management Holder) in full,

such Vesting occurring immediately on the Management Holder becoming a Leaver.

39.1.3 If the Management Holder becomes a Compassionate Leaver, any VCP Shares held by such Management Holder (or a Permitted Transferee of that Management Holder) will Vest in full immediately on such Management Holder becoming a Leaver.

39.1.4 To the extent that any VCP Shares held by a Management Holder under Article 39.1.2:

- (a) are Vested as at the Leaver Date, the Company will have a Call Right in respect of such VCP Shares for 12 months from the Leaver Date in accordance with Article 42.2.3; and/or
- (b) are not Vested as at the Leaver Date, such VCP Shares will be forfeited by the relevant Management Holder in accordance with Article 42.2.1 or 42.2.2, as applicable,

provided that:

- (i) where a Call Right is exercised under Article 39.1.4(a), the Management Holder will be entitled to receive Fair Value consideration for their VCP Shares; and
- (ii) where VCP Shares are forfeited under Article 39.1.4(b), the Management Holder will be entitled to receive for those VCP Shares an amount equal to the lower of: (i) the aggregate of the initial consideration paid to acquire them and any amounts paid in respect of tax and/or national insurance in respect of such acquisition; and (ii) their market value (as determined by the Remuneration Committee) on the Leaver Date (or, if there is no Value Created, nil).

39.2 Save as otherwise provided in these Articles, no further VCP Shares held by a Management Holder (or a Permitted Transferee of that Management Holder) will become Vested on or after the Leaver Date.

#### **40. Rights attaching to VCP Shares**

##### **40.1 Voting**

The VCP Shares will have no voting rights other than those set out in Articles 41 and 75.

## 40.2 Income and capital

- 40.2.1 No VCP Shares will carry any right to receive ordinary dividends.
- 40.2.2 Subject to Article 40.2.1, in respect of the return to shareholders of capital (whether on a winding up of the Company, a refinancing, dividend recapitalisation or otherwise) VCP Shares will rank *pari passu* with the Class A Shares by reference to their respective nominal value.
- 40.2.3 As soon as reasonably practicable after the Board becomes aware of the real possibility of an Exit (and, where practicable, at least 15 Business Days prior to an Exit), the Board will:
- (a) estimate the likely date of such Exit;
  - (b) procure that the calculations of the Value Created and the entitlements in accordance with Article 40.2.7 (the “**Relevant Calculations**”) are carried out; and
  - (c) notify the CEO (on behalf of the VCP Shareholders) (the “**Relevant Shareholders**”) of the results of such calculations (the “**Calculation Notifications**”).
- 40.2.4 The Board and the Relevant Shareholders will use all reasonable endeavours in good faith to reach agreement as to the accuracy of the Relevant Calculations (to the extent that they are reasonably able, it being acknowledged that the completion date price adjustments and any relevant completion date determination of Debt Value, Equity Value and Enterprise Value will need to be determined on the date of completion of the relevant Exit) within five Business Days after the Calculation Notifications have been given and within that period to record that agreement in a certificate signed by the Relevant Shareholders which will be deemed to be binding on the other Shareholders.
- 40.2.5 If the Board and the Relevant Shareholders fail to reach agreement as to the accuracy of the Relevant Calculations and fail to record that agreement pursuant to Article 40.2.4, the Board will procure the determination of the Relevant Calculations by the Independent Expert and will procure that the Independent Expert will issue a certificate setting out their determination and the Independent Expert will for such purposes be deemed to be acting as experts and not as arbitrators and such certificate will be final and binding on all shareholders, each of whom will be sent a copy as soon as practicable following its issue and such certificate and the Independent Expert's services to produce it will be obtained at the expense of the Company.
- 40.2.6 Notwithstanding the provisions of Articles 40.2.3 to 40.2.5 (inclusive), if the Exit will not occur by the date as at which, or on the terms on which, the Relevant Calculations were made, the procedures set out in Articles 40.2.3 to 40.2.5 (inclusive) will be repeated (if the Exit is still likely to occur) by reference to the

next date on which the Board estimates the Exit is likely to occur and/or by the reference to the actual terms concerned, as appropriate.

40.2.7 Subject to Article 40.2.9, if the Enterprise Value in respect of an Exit exceeds the Base Enterprise Value, then no later than the later of the Exit Date and the date falling ten Business Days after the date on which the Enterprise Value has been determined in accordance with these Articles, each VCP Shareholder will transfer the VCP Shares held by him to such of the following recipients as is designated by the Remuneration Committee:

- (a) Midco; or
- (b) such other person as the Remuneration Committee may determine, and

in consideration for such VCP Shares, the relevant transferee or the Company will procure the payment of, to each VCP Shareholder, in respect of their VCP Shares, in addition to the nominal value of such VCP Shares, a pro rata amount calculated based on the proportion that their VCP Shares represent of the total VCP Shares issued (subject to Articles 40.2.9 and 42) equal to:

- (i) five per cent. of any Value Created which is greater than £0 but less than £100 million; plus
- (ii) ten per cent. of any Value Created which is greater than or equal to £100 million but less than £200 million; plus
- (iii) 15 per cent. of any Value Created which is greater than or equal to £200 million,

in accordance with Article 40.2.10.

40.2.8 On completion of an Exit, if the Enterprise Value does not exceed the Base Enterprise Value:

- (a) each VCP Shareholder will transfer the VCP Shares held by him to the Company, or such other recipient as the Remuneration Committee specifies in its sole discretion in accordance with Article 40.2.10; and
- (b) in consideration for such VCP Shares, the Company will pay, or procure the payment of, to the VCP Shareholders, an amount equal to the lower of: (i) the aggregate of the initial consideration paid to acquire the VCP Shares and any amounts paid in respect of tax and/or national insurance in respect of such acquisition and (ii) the market value of any VCP Shares (as determined by the Remuneration Committee) on the Exit Date (or, if there is no Value Created, nil).

40.2.9 Notwithstanding any other provision of these Articles, the amount payable in respect of the VCP Shares shall not at any time exceed the aggregate equity

value of the Company, and the amount payable in respect of any VCP Share shall not exceed its proportionate entitlement, as amongst the VCP Shareholders, to such amount.

40.2.10 In circumstances where a VCP Shareholder is required to transfer the VCP Shares held by him in accordance with Articles 40.2.7 or 40.2.8 (as applicable), such transfer will take place immediately prior to the payment to the VCP Shareholder of the amount payable in respect of such VCP Shares by or on behalf of the Company in accordance with Articles 40.2.7 or 40.2.8 (as applicable) (the “**Transfer Time**”) and that VCP Shareholder will take all steps and actions as are required to transfer such VCP Shares, namely on or before the Transfer Time executing and delivering stock transfer forms for the transferring VCP Shares held by him, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. If any VCP Shareholder does not, on or before the Transfer Time, execute and deliver (in accordance this Article) transfer(s) in respect of all of the VCP Shares held by him, each defaulting VCP Shareholder will be deemed to have irrevocably appointed any person nominated for the purpose by the Company to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for the relevant VCP Shareholder) of the amount payable in respect of such VCP Shares by or on behalf of the Company in accordance with Articles 40.2.7 or 40.2.8 (as applicable), and to deliver such transfer(s) to the Company, or such other recipient as the Remuneration Committee specifies in its sole discretion, as the holder thereof. After the Company, or such other recipient as the Remuneration Committee specifies in its sole discretion, as the holder thereof has been registered as the holder of the VCP Shares, the validity of such proceedings will not be questioned by any person. Failure to produce a share certificate will not impede the registration of Shares under this Article 40.2.10.

#### 40.3 Transfer

Where VCP Shares are held by a Management Holder (or by a Permitted Transferee of a Management Holder) those VCP Shares may not be transferred except:

40.3.1 through a transfer in accordance with Article 40.2;

40.3.2 through a Permitted Transfer in accordance with Article 53;

40.3.3 on exercise of a Call Right in accordance with Article 42.2.3; or

40.3.4 with the consent of the Remuneration Committee.

#### 40.4 Pre-emption rights

40.4.1 The Company will, prior to issuing any VCP Shares to any person that would result in more than 100,000 VCP Shares being in issue, obtain the consent of the Management Holders representing a simple majority of the total number of VCP Shares in respect of such allotment and issue of VCP Shares.

40.4.2 For the avoidance of doubt, Article 40.4.1 will not apply in respect of:

- (a) any issue not exceeding a further 15,000 VCP Shares after the date of adoption of these Articles; or
- (b) any re-issuance of VCP Shares which have been: (i) transferred in accordance with any Call Right; and/or (ii) forfeited, in each case in accordance with these Articles.

#### **41. Variation of Rights**

41.1 Subject to the provisions of the Companies Acts, all or any of the rights attached to any existing class of Shares may from time to time (whether or not the Company is being wound up) be varied or abrogated as follows:

41.1.1 in the case of a variation or abrogation which affects all classes of Share equally:

- (a) with the consent in writing of Class A Shareholders and VCP Shareholders together holding Shares representing more than fifty per cent. of the aggregate nominal value of the issued Class A Shares and VCP Shares; or
- (b) with the sanction of an ordinary resolution of the Company at a general meeting of Class A Shareholders and VCP Shareholders together; or

41.1.2 in the case of any other variation or abrogation which affects the rights attaching to a class of Shares:

- (a) with the consent in writing of the holders of the relevant class of Shares together holding Shares representing more than fifty per cent. of the nominal value of the issued Shares of that class; or
- (b) with the sanction of an ordinary resolution of the relevant class of Shares at a separate general meeting,

and, for the purposes of this Article 41.1.2, any amendments proposed to be made to Articles 39, 40, 41 or 42 shall be a variation of rights in relation to the VCP Shares.

41.2 All the provisions of these Articles relating to general meetings of the Company will apply mutatis mutandis to any general meeting held pursuant to Article 41.1, but so that:

41.2.1 the necessary quorum will be two persons entitled to vote and holding or representing by proxy not less than one-third in nominal value of the issued Shares of the class, provided that if there is only one shareholder in respect of an entire class of Shares the quorum for a meeting of the holders of that class of Shares will be one person entitled to vote in respect of those Shares;



- 41.2.2 the necessary quorum at any adjourned meeting will be one holder entitled to vote and present in person or by proxy (whatever the number of Shares held by him); and
- 41.2.3 every holder of Shares of the class present in person or by proxy and entitled to vote will be entitled on a poll to one vote for every Share of the class held by him.
- 41.3 The foregoing provisions of this Article 41 will apply to the variation 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 and their special rights were to be varied.

## **42. Leavers**

- 42.1 For the purposes of this Article 42 the following terms have the following meanings:

42.1.1 **"Bad Leaver"** means a Management Holder who:

- (a) ceases to be a Group Employee or Director as a result of or in connection with:
  - (I) the termination of the Management Holder's office or employment with or without notice as a result of a breach by the Management Holder of the Management Holder's employment contract or letter of appointment, except where the Management Holder has been constructively dismissed; or
  - (II) the Management Holder's dismissal in circumstances justifying the Management Holder's summary dismissal (including, but not limited to, fraud or gross misconduct); or
- (b) has previously ceased to be a Group Employee or Director and been classified as a Compassionate Leaver or Good Leaver, but then commits a material and unremedied breach of any of the restrictions on transfer of VCP Shares in these Articles and/or any non-compete or non-solicitation obligations in the Management Holder's employment contract or letter of appointment or any relevant settlement agreement.

42.1.2 **"Compassionate Leaver"** means a Management Holder who ceases to be a Group Employee or Director because of:

- (a) the Management Holder's death;
- (b) the Management Holder's permanent ill health, as determined by the Remuneration Committee; or
- (c) any other reason at the discretion of the Remuneration Committee, acting reasonably.

42.1.3 **“Good Leaver”** means a Management Holder who ceases to be a Group Employee or Director and who is otherwise neither a Compassionate Leaver nor a Bad Leaver.

42.1.4 **“Leaver”** means a Compassionate Leaver, a Bad Leaver or a Good Leaver.

42.2 In the event that any Management Holder becomes a Leaver:

42.2.1 Where that Leaver is a Bad Leaver, any VCP Shares held by that Management Holder will automatically be transferred to Bidco, or such other recipient as the Remuneration Committee specifies in its sole discretion, immediately on the Management Holder becoming a Bad Leaver for an amount equal to the lower of: (i) the aggregate of the initial consideration paid to acquire them and any amounts paid in respect of tax and/or national insurance in respect of such acquisition and (ii) their market value (as determined by the Remuneration Committee) at the Leaver Date (or, if there is no Value Created, nil).

42.2.2 Where that Leaver is a Good Leaver or a Compassionate Leaver, the value of any Vested VCP Shares held by that Management Holder will be determined at Fair Value. Any VCP Shares held by a Good Leaver that have not Vested will automatically be transferred to Bidco, or such other recipient as the Remuneration Committee specifies in its sole discretion, immediately on the Management Holder becoming a Good Leaver for an amount equal to the lower of: (i) the aggregate of the initial consideration paid to acquire them and any amounts paid in respect of tax and/or national insurance in respect of such acquisition and (ii) their market value (as determined by the Remuneration Committee) at the Leaver Date (or, if there is no Value Created, nil).

42.2.3 The Company will be granted a Call Right in respect of all Vested VCP Shares held by a Compassionate Leaver or a Good Leaver, exercisable within the period of 12 months from the relevant Management Holder's Leaver Date and at the price equivalent to the Fair Value of the relevant VCP Shares. The Remuneration Committee may require the Called Shares to be transferred by the Management Holder (or any Permitted Transferee of the Management Holder) to any of the following recipients:

- (a) Midco;
- (b) the trustee(s) of any Employee Trust;
- (c) any other Management Holder (other than a Leaver);
- (d) a nominee of Midco who will hold the relevant VCP Shares on behalf of Midco (as applicable) until they are re-allocated by the Company to other or new Management Holder(s);
- (e) existing or future employees, directors or consultants of any Group Company; or

- (f) such other person as the Remuneration Committee may determine.
- 42.2.4 Any Director will have the power to execute on behalf of and in the name of the relevant Shareholder all such documents as may be necessary or desirable in order to implement the transfer of any Shares pursuant to this Article 42.2.
- 42.2.5 If any holder of any Called Shares (including any Permitted Transferee) fails or refuses to deliver up the share certificate or certificates held by him at the time and place fixed or fails to nominate a UK bank account for the proceeds of such sale, the sale monies payable to the Management Holder whose becoming a Leaver has given rise to the transfer requirement may be set aside and paid into a separate account with the Company's bankers (designated for the benefit of the holder of the Called Shares concerned) and that setting aside will be deemed for all purposes to be a payment to that holder and all the holder's rights as the holder of the relevant Called Shares will cease and determine as from the date fixed for the settlement of the sale of those Called Shares. The Company will not be responsible for the safe custody of the monies so placed on deposit or for interest on it except for any interest that those monies may earn while on deposit less any expenses incurred by the Company in connection with that deposit.
- 42.2.6 Any power of the Company or any Director to carry out the purchase of Called Shares is subject to compliance with any applicable Legal Restriction.
- 42.2.7 "**Fair Value**" for the purposes of these Articles means the value of the Called Shares as at the Management Holder's Leaver Date determined by reference to the entitlements of the relevant Management Holder as a VCP Shareholder in respect of the Called Shares under Articles 40.2.7 and 40.2.9, with Enterprise Value determined as though the completion of a Share Sale had occurred on such date that is either:
- (a) agreed between the Management Holder and the Remuneration Committee following receipt of the notification of exercise of the Call Right; or
  - (b) in the absence of any agreement under (a) within the period of 30 Business Days from receipt of the notification of the exercise of the Call Option Right, as determined by an Independent Expert. For the purposes of calculating Fair Value, the Independent Expert will determine the deemed Enterprise Value of the Company and the deemed Value Created as at the Leaver Date and will then apply Article 40.2.7 to the Called Shares held by the Leaver as if a Share Sale had occurred on the Leaver Date on the basis of a sale of the Company between a willing buyer and a willing seller on arm's length terms by way of private treaty for cash and on the assumption that, if the Company is then carrying on business as a going concern, it will continue to do so.
- 42.2.8 The cost of any valuation will be paid by the Company or another Group Company unless the Fair Value determined pursuant to Article 42.2.7(b) is equal to or below

the Fair Value offered by the Remuneration Committee in seeking to agree a Fair Value with the Management Holder pursuant to Article 42.2.7(a), in which case the cost will be shared equally between the Company (or another Group Company) and the relevant Management Holder.

- 42.2.9 The date of settlement of such purchase will be determined by the Remuneration Committee and will be no later than 14 days after determination of the Fair Value (or, where the Management Holder is a Bad Leaver, no later than 14 days after the date on which the Call Right is exercised). On such settlement the amount due will, subject to Article 42.2.6, be paid in sterling to the relevant Management Holder by transfer to such UK bank account as will have been nominated by that Management Holder. The amount paid will be subject to deductions for tax, employees' national insurance (where relevant) and any other employee deductions that may be required by law.

**43. All Shares to be fully paid up**

- 43.1 No Share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue.
- 43.2 Article 43.1 does not apply to Shares taken on the formation of the Company by the subscribers to the Company's memorandum.

**44. Powers to issue different classes of Share**

- 44.1 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.
- 44.2 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.

**45. Company not bound by less than absolute interests**

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

**46. Alteration of share capital**

Subject to the provisions of the Companies Acts, the Company may sub-divide its shares, or any of them, into shares of smaller amount and it may be provided that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared with the others provided that none of the shares resulting from the sub-division may have any right, preference or advantage not attached to the shares immediately prior to the sub-division.

**47. Payment of commissions on subscription for shares**

No commission shall be paid by the Company to any person in consideration of his subscribing or agreeing to subscribe for any shares or procuring or agreeing to procure subscriptions for any shares.

**48. Purchase of own shares**

The Company may purchase its own shares in any way provided for by the Companies Acts.

**49. Disenfranchisement of Shares held by a Restricted Person**

49.1 Any Shares held by a Restricted Person shall be disenfranchised in accordance with the provisions of this Article 49.

49.2 Where any Shareholder is or becomes a Restricted Person, such Shareholder shall give written notice to the Company as soon as practicable, but in any event within five Business Days of becoming, or becoming aware of its status as, a Restricted Person.

49.3 The Company shall, within five Business Days of receipt by the Company of a notification pursuant to Article 49.2, or otherwise becoming aware, and being reasonably satisfied that a Shareholder is a Restricted Person, notify the relevant Shareholder in writing (the "**Disenfranchisement Notice**") that all of that Shareholder's Shares shall cease to confer upon that Shareholder (or any proxy) the following rights:

49.3.1 to vote at any meetings of the Company (whether on a show of hands or on a poll) or by way of a written resolution proposed in relation to any of the matters specified in Article 83;

49.3.2 to vote at any meetings of the Company (whether on a show of hands or on a poll) or by way of a written resolution proposed in relation to the appointment of Directors; and

49.3.3 to receive any information that is provided to the Shareholders pursuant to Article 83,

with such Shares that are the subject of a Disenfranchisement Notice being the "**Disenfranchised Shares**" and such rights shall, upon receipt of the Disenfranchisement Notice by the relevant Shareholder, cease to be conferred on that Shareholder.

49.4 The Company shall maintain an up-to-date record of the holders of Disenfranchised Shares and all other Shareholders, which shall be available for inspection by any Shareholder or Director.

49.5 A Restricted Person may transfer any Disenfranchised Shares to a third party so long as that third party is not a Restricted Person and such transfer is effected in accordance with

these Articles and such Shares shall cease to be Disenfranchised Shares upon such transfer becoming effective.

- 49.6 Upon a Shareholder ceasing to be a Restricted Person, a Disenfranchisement Notice previously given to that Shareholder shall cease to have effect, and the Shares held by that Shareholder shall cease to be Disenfranchised Shares.

## **50. Share certificates**

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

- 50.2 Every certificate must specify:

50.2.1 the number and class of Shares to which it relates;

50.2.2 the nominal value of those Shares;

50.2.3 that the Shares are fully paid; and

50.2.4 any distinguishing numbers assigned to them.

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

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

- 50.5 Certificates must:

50.5.1 have affixed to them the Company's common seal; or

50.5.2 be otherwise executed in accordance with the Companies Acts.

## **51. Replacement share certificates**

- 51.1 A Shareholder who has separate certificates in respect of Shares of one class may request in writing that it be replaced with a consolidated certificate. The Company may comply with such request at its discretion.

- 51.2 A Shareholder who has a consolidated share certificate may request in writing that it be replaced with two or more separate certificates representing the Shares in such proportions as he may specify. The Company may comply with such request at its discretion.

- 51.3 If a share certificate is damaged or defaced or alleged to have been lost, stolen or destroyed, the member will be issued a new certificate representing the same Shares upon request.

51.4 No new certificate will be issued pursuant to this Article 51 unless the relevant Shareholder has:

51.4.1 first delivered the old certificate or certificates to the Company for cancellation; or

51.4.2 complied with such conditions as to evidence and indemnity as the Directors may think fit; and

51.4.3 paid such reasonable fee as the Directors may decide.

51.5 In the case of Shares held jointly by several persons, any request pursuant to this Article 51 may be made by any one of the joint holders.

## **52. Share transfers**

52.1 Shares may be transferred by means of an instrument of transfer executed by or on behalf of the transferor in any usual form or any other form approved by the Directors.

52.2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any Share.

52.3 The Company may retain any instrument of transfer which is registered.

52.4 The transferor remains the holder of the Shares concerned until the transferee's name is entered in the register of members in respect of those Shares.

52.5 Any transfer of Shares made in accordance with these Articles shall be registered promptly. The Directors shall decline to register any transfer of Shares which is not made in accordance with these Articles and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

52.6 Notwithstanding anything contained in these Articles, no Shareholder approval will be required and the Directors will not decline to register any transfer of Class A Shares, nor may they suspend any registration thereof, where such transfer is executed, or delivered for registration, by any person to whom such Class A Shares have been charged by way of security (a "**Secured Institution**"). Furthermore, notwithstanding anything to the contrary contained in these Articles, no transferor of any Class A Shares or proposed transferor of such Class A Shares to a Secured Institution or its nominee and no Secured Institution or its nominee will be required to offer the Class A Shares which are or are to be the subject of any transfer aforesaid to the Shareholders for the time being of the Company or any of them, and no such Shareholder will have any right under the Articles or otherwise whatsoever to require such Class A Shares to be transferred to them whether for consideration or not.

**53. Restrictions on transfer**

A Class A Shareholder may not Sell any of its Shares or interests in its Shares to any person that is a direct competitor of the Yell Group in the UK (as such may be determined by the Directors, acting in good faith), unless such a sale is approved in advance by the Directors.

**54. Permitted Transfer – VCP Shares**

54.1 Transfers of VCP Shares may be made as set out in this Article 53, on exercise of a Call Right, or with the consent of the Board, notwithstanding any other restriction on transfer contained in the Articles.

54.2 Subject to prior written notification to the Board, a Management Holder may transfer VCP Shares to a Permitted Transferee. Any such transferee will be bound by the provisions of these Articles as if such transferee were the Management Holder and the transferred Shares remained held by the relevant Management Holder. The Board may at any time require any such transferee or proposed transferee to produce evidence reasonably satisfactory to the Board that it is a Permitted Transferee. If such transferee or proposed transferee is unable to or fails to provide such evidence within such period as the Board may provide (or the Board otherwise becomes aware that such transferee or proposed transferee is not or is no longer a Permitted Transferee), the Board may refuse to register such transfer (or, if such transfer has already been registered, the Company may require the transferee to transfer the relevant Shares back to the Management Holder within seven days of being requested to do so, failing which the Shares will be treated as if they were Called Shares held by a Bad Leaver in accordance with Article 42.2.1).

54.3 The trustees of an Employee Trust may transfer VCP Shares to the beneficiaries of such trust (or any of them) as may be approved by the Board and any Management Holder (or Permitted Transferee) may transfer VCP Shares to the trustees of any such Employee Trust to hold on trust for the benefit of the beneficiaries of the trust.

**55. Tag along rights**

55.1 This Article 55 applies in circumstances where a transfer of Class A Shares (to a person other than the Company, and whether through a single transaction or a series of related transactions) by a person or persons (together, the “**Tag Trigger Shareholder(s)**”) would, if registered, result in the percentage of Class A Shares held by a person (together with that person’s Associated Entities, Affiliates and Concert Parties) (each being a “**member of the purchasing group**”) increasing from:

55.1.1 at any time until the Company has delivered a notice to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, less than 70 per cent. of the Class A Shares then in issue to 70 per cent. or more of the Class A Shares then in issue; or

55.1.2 at any time following a notice by the Company to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, less than



50 per cent. of the Class A Shares then in issue to 50 per cent. or more of the Class A Shares then in issue,

provided always that the drag along set out in Article 56 is not exercised.

55.2 No transfer of Shares to which Article 55.1 applies may be made or registered unless:

55.2.1 the member(s) of the purchasing group have made an offer (the "**Tag Offer**") to each other Class A Shareholder (other than the Tag Trigger Shareholder(s)) to buy all (but not some only) of their Shares on the terms set out in this Article 55; and

55.2.2 the requirements of this Article 55 have been complied with in respect of such Tag Offer.

55.3 The terms of the Tag Offer shall be that:

55.3.1 it shall be open for acceptance (subject to compliance with Article 53, in respect of all of the Class A Shares (but not some only) for not less than 10 Business Days, and shall be deemed to have been rejected if not accepted in accordance with its terms and within the period during which it is open for acceptance;

55.3.2 the consideration for each Class A Share will be in cash and on financial terms no less favourable for each Class A Share than for the Class A Shares whose proposed transfer has triggered the Tag Offer (or, if more favourable, the financial terms of any other purchase of Class A Shares by any member of the purchasing group in the preceding 12 months), provided that such financial terms may be adjusted in such manner as the Board (acting reasonably) may approve in order to take account of any contributions of capital, distributions, change in capital structure, return of capital, issuance of Class A Shares or purchase of Class A Shares by the Company in each case made since the value date of the relevant reference purchase or transfer (the more favourable financial terms (as adjusted, if applicable) being the "**Tag Reference Financial Terms**"), and the Tag Offer shall contain full details of any conditions agreed between the Tag Trigger Shareholder(s) and the proposed purchaser in relation to the proposed transfer;

55.3.3 where the Tag Reference Financial Terms include non-cash consideration, and any Class A Shareholder believes that the cash consideration to be paid under the Tag Offer is on less favourable financial terms than the Tag Reference Financial Terms, such Class A Shareholder may, within five Business Days of receipt or deemed receipt of the Tag Offer, submit the matter to the Auditors (with a copy to the Company, the Tag Trigger Shareholder(s), the other Class A Shareholders and the proposed purchaser) whose determination of the matter shall be final and binding on all parties concerned (and shall automatically amend the Tag Offer to all Shareholders, who shall have a further 10 Business Days from the notification of the Auditor's decision to accept the Tag Offer);

- 55.3.4 it shall include an undertaking by the member(s) of the purchasing group that it/they has/have not entered (nor will enter) into more favourable terms as to consideration nor has/have agreed (nor will agree) more favourable terms as to consideration with any other holder for the purchase of Class A Shares;
- 55.3.5 any Class A Shareholder (save for the Tag Trigger Shareholder(s)) that wishes to transfer its Class A Shares to the proposed purchaser pursuant to the terms of the Tag Offer (a "**Tagging Shareholder**") shall serve notice on the proposed purchaser, with a copy to the Company (the "**Tag Notice**") at any time before the Tag Offer ceases to be open for acceptance;
- 55.3.6 the transfer by a Tagging Shareholder (other than the Tag Trigger Shareholder(s)) shall be on terms that the relevant Class A Shares are transferred free from all Encumbrances and are transferred with the benefit of all rights attaching to them at the date of the relevant transfer but, other than as aforesaid, no Tagging Shareholder shall be required to give any representation, warranty or indemnity upon the sale of its Class A Shares; and
- 55.3.7 the completion of the transfer of any Class A Shares by the Tag Trigger Shareholder(s) and the Tagging Shareholders shall take place simultaneously.
- 55.4 For the avoidance of doubt, "**consideration**" for the purposes of Article 55.3.2 above shall be construed as meaning the value or worth of the consideration regardless of the form of the consideration.
- 55.5 If any Tag Notice is served, the Company shall, subject to: (i) completion of any determination under Article 55.3.3 above; and (ii) satisfaction or waiver of any conditions agreed between the Tag Trigger Shareholder(s) and the proposed purchaser in relation to the proposed Class A Share transfer that triggered the Tag Offer, determine the time and place on which any sale and purchase of the Class A Shares of the Tagging Shareholders are to be completed, whereupon the Tagging Shareholders shall receive the consideration due for their Class A Shares. If any Tagging Shareholder does not transfer the Class A Shares registered in his name in accordance with these Articles, the Tag Offer shall be deemed to be irrevocably withdrawn from such Tagging Shareholder and he shall be deemed to have waived all rights he enjoyed in respect of such Tag Offer with immediate effect.

## **56. Drag along rights**

- 56.1 This Article 56 applies in circumstances where a bona fide transfer of Class A Shares on arm's length terms (to a person other than the Company, and whether through a single transaction or series of transactions) (a "**Drag Transfer**") by a person or persons would, if registered, result in the percentage of Class A Shares held by a third-party purchaser (together with its Associated Entities, Affiliates and Concert Parties) increasing from:
- 56.1.1 at any time until the Company has delivered a notice to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, less than

70 per cent. of the Class A Shares then in issue to 70 per cent. or more of the Class A Shares then in issue; or

56.1.2 at any time following a notice by the Company to the Class A Shareholders pursuant to paragraph 4.3 (Information: Miscellaneous) of Schedule 1, less than 60 per cent. of the Class A Shares then in issue to 60 per cent. or more of the Class A Shares then in issue.

For the purposes of this Article 56.1, a “**third-party purchaser**” is a person which is not a Class A Shareholder or any of its Affiliates, Associated Entities or Related Funds.

56.2 In circumstances where this Article 56 applies, subject always to Article 56.5 below, the Class A Shareholder(s) whose proposed transfer of Class A Shares has triggered the application of this Article 56, on behalf of the relevant third-party purchaser, may, by serving a written notice (a “**Compulsory Sale Notice**”) on each Class A Shareholder (each a “**Compulsory Seller**”) and copied to the Company, require all Compulsory Sellers to transfer all the Shares (the “**Compulsory Sale Shares**”) to the relevant third-party purchaser and the consideration payable by the third-party purchaser shall be:

56.2.1 cash of an amount that results in receipt by the relevant Compulsory Seller of consideration on financial terms no less favourable for each Class A Share than for the Shares whose proposed transfer has triggered the Compulsory Sale Notice (or, if more favourable, the financial terms of any other purchase of Class A Shares by the relevant third-party purchaser (or its Associated Entities, Affiliates or Concert Parties) in the preceding 12 months), provided that such financial terms may be adjusted in such manner as the Board (acting reasonably) may approve in order to take account of any contributions of capital, distributions, change in capital structure, return of capital, issuance of Class A Shares or purchase of Class A Shares by the Company in each case made since the value date of the relevant reference purchase or transfer (the more favourable financial terms (as adjusted, if applicable) being the “**Drag Reference Financial Terms**”) (such amounts being the respective “**Compulsory Sale Price**”); and

56.2.2 where the Drag Reference Financial Terms include non-cash consideration and any Class A Shareholder believes that the cash consideration to be paid under the Compulsory Sale Price proposed for the Class A Shares of the Compulsory Sellers is on less favourable financial terms than the Drag Reference Financial Terms, such Compulsory Seller may, within five Business Days of receipt or deemed receipt of the Compulsory Sale Notice, submit the matter to the Auditors (with a copy to the Company, the Class A Shareholder(s) whose proposed transfer triggered the application of this Article 56, the other Compulsory Sellers and the relevant third-party purchaser) whose determination of the matter shall be final and binding on all parties concerned (and shall automatically adjust the Compulsory Sale Price payable to all Class A Shareholders).

56.3 The Compulsory Sale Notice shall specify a date for completion of the compulsory transfer, being a date which is not less than 15 Business Days after the date of the Compulsory Sale Notice and provided that the completion of the proposed transfer of

Class A Shares which has triggered the application of this Article 56 shall occur at the same time and place as the transfer of Class A Shares by the Compulsory Sellers. The later of the date specified in the Compulsory Sale Notice and the date that is five Business Days after any determination by the Auditor pursuant to Article 56.2.2 shall be the **"Compulsory Sale Completion Date"**.

56.4 For the avoidance of doubt, **"consideration"** for the purposes of Article 56.2 above shall be construed as meaning the value or worth of the consideration regardless of the form of the consideration.

56.5 The Class A Shares subject to the Compulsory Sale Notice(s) shall be sold and purchased in accordance with the following provisions:

56.5.1 on or before the Compulsory Sale Completion Date, provided that the third-party purchaser has put the Company in the requisite cleared funds or provided reasonable evidence in a form reasonably satisfactory to the Company that funds will be received on completion of the transfer, each Compulsory Seller shall deliver duly executed transfer documentation in respect of its Shares which are the subject of the Compulsory Sale Notice, together with the relevant share certificate(s), if any, to the Company. Subject always to receipt thereof, on the Compulsory Sale Completion Date, the Company shall pay, or shall procure the payment of, to each Compulsory Seller, on behalf of the third-party purchaser, the Compulsory Sale Price due to each such Compulsory Seller. Payment to the Compulsory Seller(s) shall be made in such manner as is agreed between the Company and the Compulsory Seller(s) and, in the absence of such agreement, by cheque to the postal address notified to the Company by each Compulsory Seller for such purpose and, in default of such notification, to the relevant Compulsory Seller's last known address. The Company's receipt of the Compulsory Sale Price due shall be a good discharge to the relevant third-party purchaser, who shall not be bound to see its/their application. Pending compliance by the Compulsory Seller(s) with their obligations under this Article 56, the Company shall hold any funds received from the third-party purchaser in respect of the Compulsory Sale Shares on trust for the defaulting Compulsory Seller(s), without any obligation to pay interest; and

56.5.2 if a Compulsory Seller fails to comply with its obligations under Article 56.5.1 above in respect of the Class A Shares registered in its name, the Directors may (and shall, if so requested by the Shareholder(s) whose proposed transfer has triggered the application of the provisions of this Article 56) authorise any Director (and each Compulsory Seller hereby irrevocably and severally appoints, as security for its obligations hereunder, any Director as authorised as its attorney for such purpose) to execute, complete and deliver as agent for and on behalf of that Compulsory Seller a transfer instrument to procure a transfer of the relevant Class A Shares in favour of the third-party purchaser, to the extent that the third-party purchaser has, by the Compulsory Sale Completion Date, put the Company in cleared funds in respect of the Compulsory Sale Price due for the relevant Class A Shares. The Directors shall authorise registration of the transfer(s), after which the validity of such transfer(s) shall not be questioned by any person. Each

defaulting Compulsory Seller shall surrender his share certificate(s) relating to the relevant Class A Shares to the Company. On, but not before, such surrender or provision, each Compulsory Seller shall be entitled to the Compulsory Sale Price due for the relevant Shares transferred on its behalf, without interest.

56.6 The Class A Shareholders acknowledge and agree that the authority conferred under the foregoing Article is necessary as security for the performance by the Compulsory Seller(s) of their obligations under this Article 56.

56.7 The transfer by a Compulsory Seller shall be on terms that the relevant Class A Shares are transferred free from all Encumbrances and are transferred with the benefit of all rights attaching to them at the date of the relevant transfer but, other than as aforesaid, any Compulsory Seller shall not be required to give any representation, warranty or indemnity upon sale of its Compulsory Sale Shares in accordance with this Article 56.

## **57. Transmission of Shares**

57.1 If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.

57.2 A transmittee who produces such evidence of entitlement to Shares as the Directors may reasonably require:

57.2.1 may, subject to the Articles, choose either to become the holder of those Shares or to have them transferred to another person, so long as transfer of the Shares from the holder of the Shares to such person is or would have been permitted under the Articles; and

57.2.2 subject to the Articles, and pending any transfer of the Shares to another person, has the same rights as the holder had, including the right to receive any payments due in accordance with Articles 40.2.7 or 42.2.3.

57.3 A transmittee does not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of Shares to which it is entitled, by reason of the holder's death or bankruptcy or otherwise, unless it becomes the holder of those Shares.

## **58. Exercise of transmittees' rights**

58.1 A transmittee who wishes to become the holder of Shares to which it has become entitled must notify the Company in writing of that wish.

58.2 If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.

58.3 Any transfer made or executed under this Article 58 is to be treated as if it were made or executed by the person from whom the transmittee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.

**59. Transmittees bound by prior notices**

If a notice is given to a Shareholder in respect of Shares and a transmittee (or any other person nominated under Article 58.2) is entitled to those Shares, the transmittee (or any other person nominated under Article 58.2) is bound by the notice if it was given to the Shareholder before the transmittee's name (or the name of any other person nominated under Article 58.2) has been entered in the register of members.

**Dividends and Other Distributions**

**60. Procedure for declaring dividends**

60.1 The Company may by ordinary resolution declare dividends, and the Directors may decide to pay interim dividends, in each case calculated by reference to Article 61.

60.2 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.

60.3 No dividend may be declared or paid unless it is in accordance with Shareholders' respective rights.

60.4 Unless the Shareholders' 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 Shareholder's holding of Shares on the date of the resolution or decision to declare or pay it.

60.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears.

60.6 The Directors may pay fixed dividends on any class of Shares carrying such a dividend expressed to be payable on fixed dates on the dates prescribed for payment if it appears to them that the profits available for distribution justify the payment.

60.7 If the Directors act in good faith, they do not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of a fixed or interim dividend on Shares with deferred or non-preferred rights.

**61. Dividend rights of Shares**

61.1 The VCP Shares will carry no rights as to dividends, and all ordinary dividend payments will be made to the Class A Shareholders.

61.2 This Article 61 is subject to Article 65 in respect of any distributions involving a non-cash element.

## **62. Payment of dividends and other distributions**

62.1 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:

62.1.1 transfer to a bank or building society account specified by the payee either in writing or as the Directors may otherwise decide;

62.1.2 sending a cheque made payable to the payee by post to the payee at the payee's registered address (if the payee is a holder of the Share), or (in any other case) to an address specified by the payee either in writing or as the Directors may otherwise decide;

62.1.3 sending a cheque made payable to such person by post to such person at such address as the payee has specified either in writing or as the Directors may otherwise decide; or

62.1.4 any other means of payment as the Directors agree with the payee either in writing or by such other means as the Directors decide.

62.2 Subject to the provisions of these Articles and to the rights attaching to any Shares, any dividend or other sum payable on or in respect of a Share may be paid in such currency as the Directors may resolve, using such exchange rate for currency conversions as the Directors may select.

62.3 In the Articles, the "**payee**" means, in respect of a Share in respect of which a dividend or other sum is payable:

62.3.1 the holder of the Share;

62.3.2 if the Share has two or more joint holders, whichever of them is named first in the register of members;

62.3.3 if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee; or

62.3.4 such other person or persons as the holder (or, in the case of joint holders, all of them) may direct.

## **63. No interest on distributions**

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

63.1.1 the terms on which the Share was issued; or

63.1.2 the provisions of another agreement between the holder of that Share and the Company.

**64. Unclaimed distributions**

64.1 All dividends or other sums which are:

64.1.1 payable in respect of Shares; and

64.1.2 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.

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

64.3 If:

64.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment; and

64.3.2 the payee has not claimed it,

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

**65. Non-cash distributions**

65.1 Subject to the terms of issue of the Share in question, the Company may, by ordinary resolution on the recommendation of the Directors and, to the extent that the transfer would otherwise require the prior approval of the Majority Shareholders under Article 83, the approval of the Majority Shareholders, direct the payment of a dividend in whole or in part by the transfer of non-cash assets, or by procuring the receipt by Shareholders of non-cash assets, of equivalent value (including, without limitation, Shares or other securities in any Company) and the Directors will give effect to such resolution. The Company will as far as reasonably practicable comply with the provisions of Article 61 in its payment of non-cash distributions but in doing so may make such adjustments as the Directors think fit.

65.2 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:

65.2.1 fixing the value of any assets;

65.2.2 paying cash to any payee (including, for the avoidance of doubt, any VCP Shareholder) on the basis of that value in order to adjust the rights of recipients; and

65.2.3 vesting any assets in trustees.



**66. Waiver of distributions**

66.1 Payees may waive their entitlement to a dividend or other distribution payable in respect of a Share in whole or in part by giving the Company notice in writing to that effect, but if:

66.1.1 the Share has more than one holder; or

66.1.2 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**

**67. Authority to capitalise and appropriation of capitalised sums**

67.1 Subject to the Articles, the Directors may, if they are so authorised by an ordinary resolution and, to the extent that the transfer would otherwise require the prior approval of the Majority Shareholders under Article 83, the approval of the Majority Shareholders:

67.1.1 capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account, capital redemption reserve or other undistributable reserve; and

67.1.2 appropriate any sum which they so decide to capitalise (a "**capitalised sum**") to the persons who would have been entitled to it if it were distributed by way of dividend (the "**persons entitled**") and in the same proportions.

67.2 Capitalised sums must be applied:

67.2.1 on behalf of the persons entitled; and

67.2.2 in the same proportions as a dividend would have been distributed to them.

67.3 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.

67.4 If approved by the Majority Shareholders, a capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.

67.5 Subject to the Articles the Directors may:

- 67.5.1 apply capitalised sums in accordance with Articles 67.3 and 67.4 partly in one way and partly in another;
- 67.5.2 make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 67 (including to disregard fractional entitlements or for the benefit of them to accrue to the Company); and
- 67.5.3 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 67.

**68. Distribution in specie on winding up**

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

## **Part 4**

### **Decision-Making by Shareholders**

#### **Organisation of General Meetings**

##### **69. Attendance and speaking at general meetings**

- 69.1 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.
- 69.2 A person is able to exercise the right to vote at a general meeting when:
- 69.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
- 69.2.2 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.
- 69.3 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.
- 69.4 In determining attendance at a general meeting, it is immaterial whether any two or more Shareholders attending it are in the same place as each other.
- 69.5 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.

##### **70. Quorum for general meetings**

- 70.1 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.
- 70.2 Except when the Company has only one shareholder, a quorum at any general meeting shall exist if at least two of the shareholders are present in person or by proxy and entitled to vote.
- 70.3 If, and for so long as, the Company has only one shareholder, that shareholder present in person or by proxy shall be a quorum at any general meeting of the Company or of the holders of any class of shares.
- 70.4 If a quorum is not present within half an hour (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting, or if during a general meeting a quorum ceases to be present, the meeting shall stand adjourned to

the same day in the next week at the same time and place or to such other time and place as the Directors may determine.

**71. Chairing general meetings**

71.1 If the Directors have appointed a Chairman, the Chairman will chair general meetings if present and willing to do so.

71.2 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:

71.2.1 the Directors present; or

71.2.2 (if no Directors are present), the meeting,

must appoint a Director or Shareholder to chair the meeting, and such appointment must be the first business of the meeting.

71.3 The person chairing a meeting in accordance with this Article 71 is referred to as the "**Chairman of the Meeting**".

**72. Attendance and speaking by Directors and non-Shareholders**

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

72.2 The Chairman of the Meeting may permit other persons who are not:

72.2.1 Shareholders of the Company; or

72.2.2 otherwise entitled to exercise the rights of Shareholders in relation to general meetings,

to attend and speak at a general meeting.

**73. Adjournment**

73.1 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.

73.2 The Chairman of the Meeting may adjourn a general meeting at which a quorum is present if;

73.2.1 the meeting consents to an adjournment; or

- 73.2.2 the Chairman of the Meeting considers 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.
- 73.3 The Chairman of the Meeting must adjourn a general meeting if directed to do so by the meeting.
- 73.4 When adjourning a general meeting, the Chairman of the Meeting must 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.
- 73.5 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 7 clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 73.5.1 to the same persons to whom notice of the Company's general meetings is required to be given; and
- 73.5.2 containing the same information which such notice is required to contain.
- 73.6 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.

### **Voting at General Meetings**

#### **74. Voting rights of Class A Shares**

- 74.1 Each Class A Shareholder present in person or by proxy will be entitled on a poll to one vote for each Class A Share in respect of which he is the holder.

#### **75. Voting rights of VCP Shares**

- 75.1 No voting rights will attach to the VCP Shares except as expressly specified in these Articles pursuant to Article 41 in respect of a variation or abrogation of the rights which affects the VCP Shares.
- 75.2 For the purposes of the matters described in Article 75.1, each VCP Shareholder present in person or by proxy will be entitled on a poll to one vote for each VCP Share in respect of which he is the holder.

#### **76. Voting: general**

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

## **77. Errors and disputes**

- 77.1 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.
- 77.2 Any such objection must be referred to the Chairman of the Meeting, whose decision is final.

## **78. Poll votes**

- 78.1 A poll on a resolution may be demanded:
- 78.1.1 in advance of the general meeting where it is to be put to the vote; or
  - 78.1.2 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.
- 78.2 A poll may be demanded by:
- 78.2.1 the Chairman of the Meeting;
  - 78.2.2 the Directors;
  - 78.2.3 two or more persons having the right to vote on the resolution; or
  - 78.2.4 a person or persons representing not less than ten per cent. of the total voting rights of all the Shareholders having the right to vote on the resolution.
- A demand for a poll by a proxy may count for the purposes of Article 78.2.3 above.
- 78.3 A demand for a poll may be withdrawn if:
- 78.3.1 the poll has not yet been taken; and
  - 78.3.2 the Chairman of the Meeting consents to the withdrawal.
- 78.4 Polls must be taken immediately and in such manner as the Chairman of the Meeting directs.

## **79. Content of proxy notices**

- 79.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:
- 79.1.1 states the name and address of the Shareholder appointing the proxy;
  - 79.1.2 identifies the person appointed to be that Shareholder's proxy and the general meeting in relation to which that person is appointed;

- 79.1.3 is signed by or on behalf of the Shareholder appointing the proxy, or is authenticated in such manner as the Directors may determine; and
- 79.1.4 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.
- 79.2 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 79.3 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.
- 79.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 79.4.1 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
- 79.4.2 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.

## **80. Delivery of proxy notices**

- 80.1 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.
- 80.2 Proxy notices must be received at such place and by such deadline specified in the notice convening the meeting. If no place is specified, then the proxy notice must be received at the registered office of the Company for the time being. If no deadline is specified, proxy notices must be received, before the start of the meeting or adjourned meeting or, if a poll is taken otherwise than at or on the same day as the meeting or adjourned meeting, at the time for the taking of the poll at which it is to be used.
- 80.3 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.
- 80.4 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.
- 80.5 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.
- 80.6 The Directors may require the production of any evidence which they consider necessary to determine the validity of any proxy notice.

80.7 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.

80.8 Any vote cast or poll demanded by a proxy will not be invalidated by the previous death or insanity of the Shareholder or by the revocation or termination of the appointment of the proxy or of the authority under which the appointment was made unless notice of such death, insanity, revocation or termination was received in writing at the place specified in the notice of meeting for the receipt of proxy notices (or, if no place is specified, the registered office for the time being) before the start of the meeting or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll.

## **81. Amendments to resolutions**

81.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

81.1.1 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

81.1.2 the proposed amendment does not, in the reasonable opinion of the Chairman of the Meeting, materially alter the scope of the resolution.

81.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:

81.2.1 the Chairman of the Meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

81.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

81.3 If the Chairman of the Meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the Chairman of the Meeting's error does not invalidate the vote on that resolution.

## **82. Written resolutions**

82.1 For the purposes of section 297 of the Companies Act 2006 (as the same may be amended from time to time), the period for agreeing to a written resolution is the period of 10 Business Days beginning with the circulation date. Abstentions and the votes of any Shareholder whose response has not been received by the Company within 10 Business Days of the circulation date shall be disregarded in determining whether the relevant percentage approval specified in respect of the relevant matter has been



obtained and such Shareholders shall be deemed to have been ineligible to vote on the relevant matter.

### **83. Shareholder reserved matters**

83.1 The Company shall not take any action, and shall procure that no Yell Group Member shall take any action, to undertake any of the following matters without the prior approval of the Majority Shareholders:

83.1.1 any member of the Yell Group acquiring assets or shares or investing in any joint venture outside of the ordinary course of business (for the avoidance of doubt, repurchases of debt and equity of any member of the Yell Group shall be deemed to be transactions in the ordinary course of business for these purposes, provided that, in the case of the Company, any such repurchase shall comply with the Articles), unless:

- (a) the consideration paid for such acquisition or investment, when combined with the consideration paid for all previous acquisitions and investments in the same Financial Year, is in aggregate amount no more than £20 million (or its equivalent in other currencies); and
- (b) the consideration paid for such acquisition or investment, when combined with the consideration paid for all acquisitions and investments since the Effective Date, is in aggregate amount no more than £50 million (or its equivalent in other currencies);

83.1.2 the disposal by any member of the Yell Group of any assets or shares which, when combined with all previous disposals of assets or shares in the same Financial Year, have an aggregate value of more than £20 million (or its equivalent in other currencies), but excluding transactions in the ordinary course of business;

83.1.3 the adoption of an equity incentive plan by a Yell Group Member for the benefit of directors, officers, employees or other personnel of the Yell Group, or any amendment to such a plan that would or would be reasonably likely to result in increased benefits to participants;

83.1.4 any increase in the issued share capital or issue of shares by any member of the Yell Group, other than an:

- (a) increase or issue under an equity incentive plan approved by Majority Shareholders pursuant to Article 83.1.3 or
- (b) issue of securities by one Yell Group Member to another Yell Group Member;

83.1.5 the demerger of any member of the Yell Group or the merger, amalgamation or consolidation of any member of the Yell Group with another entity, but excluding

the solvent merger, amalgamation or consolidation of any member of the Yell Group solely with another member of the Yell Group; and

83.1.6 entry by any Yell Group Member into any Related Party Transaction with a value in excess of £5 million (or its equivalent in other currencies).

83.2 For the purposes of Shareholder approval of a matter described in Articles 83.1.1 and 83.1.2, unless the transaction is approved by Supermajority Shareholders, any votes attributable to:

83.2.1 a Shareholder who is a significant shareholder in a seller of the assets or shares (in respect of an acquisition); and

83.2.2 a Shareholder who is a significant shareholder in a purchaser of the assets or shares (in respect of a disposal),

and any votes attributable to that Shareholder's Related Funds, Affiliates or Associated Entities, shall be excluded for the purposes of determining whether the acquisition or disposal has been approved by the Majority Shareholders. In relation to a body corporate, a "**significant shareholder**" shall mean any person (A) that: (1) has the power to cast, or control the casting of, more than 15 per cent. of the maximum number of votes that might be cast at a general meeting of that body corporate; and/or (2) holds, legally or beneficially, more than 15 per cent. of the issued share capital of that body corporate; and (B) has the right to nominate at least one seat on the board of directors of that body corporate, or is a person that Controls, is Controlled by, or is acting on behalf of such a person.

83.3 In respect of a Related Party Transaction described in Article 83.1.6, the relevant Related Party Transaction may not be approved by Shareholders until the Directors have approved it in accordance with these Articles.

83.4 For the purposes of Shareholder approval of a matter described in Article 83.1.6, any votes attributable to the relevant Related Party and its associates (as that term is defined in the listing rules of the UK Financial Conduct Authority) shall be excluded for the purposes of determining whether the transaction has been approved by the Majority Shareholders.

83.5 Notwithstanding any other provision of these Articles, any decision to be taken by an ordinary resolution or fifty per cent. or more of the Class A Shareholders (whether alone or together with any other class of Shareholders) shall also require the approval of the Majority Shareholders.

#### **84. Initial public offering**

The Majority Shareholders may by resolution direct the Company to evaluate and investigate an initial public offering of the Class A Shares on a stock exchange.

## **85. Provision of information**

85.1 The Company shall supply the Class A Shareholders with information in accordance with Schedule 1, save that in the case of information which relates to any part of the Yell Group which has issued any Public Debt that is outstanding at the time, the Directors may at their discretion determine that Class A Shareholders are not entitled to receive such information or are entitled to receive such information at a later date, in each case to the extent that (in the opinion of the Directors) it is appropriate to do so in order to ensure that Class A Shareholders do not have greater information rights than the relevant holders of such outstanding Public Debt. Where such information forms part of any consolidated information, the provisions of this Article 85 shall apply in respect of such consolidated information as well.

85.2 For the purposes of this Article 85:

**"Public Debt"** shall mean any present or future indebtedness for borrowed money in the form of, or represented by, notes, debentures, loan stock or other securities issued by the Company or any other member of the Yell Group and which are quoted, listed or ordinarily traded on any stock exchange, over-the-counter market or other securities market.

## **Part 5**

### **Business Restrictions**

## **86. Borrowing limit**

86.1 The Company shall not incur any Borrowings or short-term financing arrangements (together **"borrowings"** for the purposes of this Article 86) that will result in the total borrowings of the Yell Group exceeding £500 million (or its equivalent in other currencies) or such other amount approved by the Company by ordinary resolution.

86.2 The Company shall procure that no other member of the Yell Group incurs borrowings that will result in the total borrowings of the Yell Group exceeding £500 million (or its equivalent in other currencies) or such other amount approved by the Company by ordinary resolution.

86.3 The Company shall procure that the Yell Group does not acquire a new member such that the total borrowings of the Yell Group will, as a result of such acquisition, exceed £500 million (or its equivalent in other currencies) or such other amount approved by the Company by ordinary resolution.

86.4 The Yell Group's borrowings, at any time, will be established by taking the amount of the Yell Group's Borrowings and any other bank overdrafts, interest bearing loans, finance leases and borrowings, and financial liabilities in respect of derivative financial instruments, less the amount of the Yell Group's cash and cash equivalents and financial assets in respect of derivative financial instruments, all determined, subject as provided in Article 86.5, in accordance with the accounting policies applied in the preparation of the Yell Group's financial statements. For the avoidance of doubt, the calculation of total

borrowings shall exclude all amounts of borrowings or liabilities between Yell Group Members and borrowings in the ordinary course of trading.

86.5 The Company shall be permitted to change any of the descriptions used for bank overdrafts, interest bearing loans, finance leases, borrowings and derivative financial instruments, and if it does so any calculations to be made under this Article 86 shall be made on the basis of the new description used for those terms.

86.6 A certificate or report by the Company's auditors:

86.6.1 as to the amount of any borrowings; or

86.6.2 to the effect that the limit on borrowings imposed by this Article has not been or will not be exceeded at a particular time,

will be conclusive evidence of that fact (in the absence of manifest error).

## **Part 5**

### **Administrative Arrangements**

#### **87. Confidential information**

The Company shall use its reasonable endeavours to keep information regarding its Shareholders confidential, save where disclosure is required by law or regulation.

#### **88. Means of communication to be used**

88.1 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 that Act to be sent or supplied by or to the Company.

88.2 Any notice, document or information (including a share certificate) which is sent or supplied by the Company in hard copy form, or in electronic form but to be delivered other than by electronic means, which is:

88.2.1 sent by hand and properly addressed will be deemed to have been received by the intended recipient on the day of delivery;

88.2.2 sent by pre-paid post and properly addressed will be deemed to have been received by the intended recipient at the expiration of 24 hours (or, where first class mail is not employed, 48 hours) after the time it was posted,

and in proving such receipt it will be sufficient to show that such notice, document or information was properly addressed and, in the case of post, pre-paid and posted.

- 88.3 Any notice, document or information which is sent or supplied by the Company by electronic means will be deemed to have been received by the intended recipient 24 hours after it was transmitted, and in proving such receipt it will be sufficient to show that such notice, document or information was properly addressed.
- 88.4 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document or information relating to any meeting or other proceeding will not invalidate the relevant meeting or proceeding.
- 88.5 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.
- 88.6 A Director may agree with the Company that notices, documents or information 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 that provided in this Article 88.
- 88.7 A shareholder or Director present in person or by proxy or Alternate at any meeting of the Company or at any Directors' meeting shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 88.8 General meetings and meetings of the Directors and any committee shall be conducted in English. Notices (including accompanying papers) and minutes of such meetings shall be prepared in English.

## **89. Joint holders**

- 89.1 Except as otherwise specified in the Articles, anything which needs to be agreed or specified by the joint holders of a Share will for all purposes be taken to be agreed or specified by all the joint holders where it has been agreed or specified by the joint holder whose name stands first in the register of members in respect of the Share.
- 89.2 Except as otherwise specified in the Articles, any notice, document or information which is authorised or required to be sent or supplied to joint holders of a Share may be sent or supplied to the joint holder whose name stands first in the register of members in respect of the Share, to the exclusion of the other joint holders.
- 89.3 The provisions of this Article 89 will have effect in place of the provisions of Schedule 5 of the Companies Act 2006 regarding joint holders of shares.

## **90. Company seals**

- 90.1 Any common seal may only be used by the authority of the Directors.
- 90.2 The Directors may decide by what means and in what form any common seal is to be used.

90.3 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.

90.4 For the purposes of this Article 90, an authorised person is:

90.4.1 any Director of the Company;

90.4.2 the Secretary (if any); or

90.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

90.5 The Company may exercise all powers conferred by the Companies Act 2006 with regard to having an official seal for use abroad and such powers will be vested in the Directors.

#### **91. Shareholder registration rights**

In the event of a listing on a US exchange, each Class A Shareholder shall receive customary registration rights. In the event of a listing on an exchange within the United Kingdom or the European Union, the Company and each Class A Shareholder shall co-operate to the extent required to facilitate the sale of the Class A Shares by each Class A Shareholder (including in respect of production of a prospectus if so required).

#### **92. No right to inspect accounts and other records**

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

#### **93. Provision for employees on cessation of business**

The Directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (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 Company or that subsidiary.

#### **94. Bank mandates**

The Directors may by majority decision or written resolution authorise such person or persons as they think fit to act as signatories to any bank account of the Company and may amend or remove such authorisation from time to time by resolution.

#### **95. Authentication of documents**

95.1 Any Director or the Secretary (if any) or any person appointed by the Directors for the purpose will have power to authenticate:

- 95.1.1 any document affecting the constitution of the Company;
  - 95.1.2 any resolution passed at a general meeting or at a meeting of the Directors or any committee; and
  - 95.1.3 any book, record, document or account relating to the business of the Company, and to certify copies or extracts as true copies or extracts.
- 95.2 A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is certified will be conclusive evidence in favour of all persons dealing with the Company that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

### **Directors' Liabilities**

#### **96. Indemnity**

- 96.1 Subject to Article 96.2, a Relevant Officer may be indemnified out of the Company's assets against:
- 96.1.1 any liability incurred by or attaching to that Relevant Officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an Associated Company;
  - 96.1.2 any liability incurred by or attaching to that Relevant Officer in connection with the activities of the Company or an Associated Company in its capacity as a trustee of an occupational pension scheme (as defined in Section 235(6) of the Companies Act 2006); and
  - 96.1.3 any other liability incurred by or attaching to that Relevant Officer as an officer of the Company or an Associated Company.
- 96.2 This Article 96 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.
- 96.3 Where a Relevant Officer is indemnified against any liability in accordance with this Article, such indemnity may extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.

#### **97. Insurance**

- 97.1 The Directors will have the power to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any relevant loss.
- 97.2 In this Article 97, a **relevant loss** means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Director's duties or powers in

relation to the Company, any Associated Company or any pension fund or employees' share scheme of the Company or Associated Company.

**98. Defence expenditure**

98.1 So far as may be permitted by the Companies Acts, the Company may:

98.1.1 provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by him in:

- (a) defending any criminal or civil proceedings in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or an Associated Company; or
- (b) in connection with any application for relief under the provisions mentioned in Section 205(5) of the Companies Act 2006; and

98.1.2 do anything to enable any such Relevant Officer to avoid incurring such expenditure.

98.2 The terms set out in Section 205(2) of the Companies Act 2006 will apply to any provision of funds or other things done under Article 98.1.

98.3 So far as may be permitted by the Companies Acts, the Company:

98.3.1 may provide a Relevant Officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any Associated Company; and

98.3.2 may do anything to enable any such Relevant Officer to avoid incurring such expenditure.



## **SCHEDULE 1**

### **Provision of information to Class A Shareholders**

#### **1. Financial Statements**

The Company shall supply to the Class A Shareholders:

- 1.1 as soon as they are available, but in any event within 120 days (or, in the case of the Financial Year ending 31 March 2022, within 180 days) of the end of each of its Financial Years, the audited consolidated financial statements of the Company for the relevant Financial Year; and
- 1.2 as soon as they are available, but in any event within 60 days after the end of each Financial Quarter that is not also the end of a Financial Year, the unaudited consolidated financial statements of the Company for that Financial Quarter.

#### **2. Requirements as to Financial Statements**

- 2.1 The Company shall procure that each set of its audited annual financial statements and each set of its quarterly financial statements includes a balance sheet, profit and loss account and cashflow statement, showing in each case the actual performance and a forecast for the remainder of that Financial Year. In addition, the Company shall procure that:
  - 2.1.1 each set of its annual financial statements that are required to be audited pursuant to paragraph 1 of this schedule shall be audited by the Auditors; and
  - 2.1.2 each set of financial statements delivered pursuant to paragraph 1.2 of this schedule is accompanied by a statement by the Directors of the Company commenting on the performance of the Yell Group for the Financial Quarter to which the financial statements relate and the Financial Year to date and any material developments or proposals affecting the Yell Group or its business.
- 2.2 Each set of financial statements delivered pursuant to paragraph 1 of this schedule:
  - 2.2.1 shall be certified by a Director of the Company as giving a true and fair view of (in the case of annual financial statements for any Financial Year delivered pursuant to paragraph 1.1 of this schedule, or fairly representing (in other cases)), its financial condition and operations as at the date as at which those financial statements were drawn up and, in the case of the annual financial statements which are audited and delivered pursuant to paragraph 1.1 of this schedule, shall be accompanied by any audit management letter sent by the Auditors; and
  - 2.2.2 in the case of consolidated financial statements of the Company, shall be accompanied by a statement by the Directors of the Company comparing actual performance for the period to which the financial statements relate to:

- (a) the projected performance for that period set out in the Budget; and
- (b) the actual performance for the corresponding period in the preceding Financial Year of the Company.

### **3. Budget**

3.1 Upon request by Shareholders representing more than five per cent. of the Class A Shares, the Company shall supply to the Class A Shareholders, as soon as the same become available but in any event no later than the date falling 45 days after the end of each of its preceding Financial Years, an annual budget for the current (or, as the case may be, forthcoming) Financial Year ("**Budget**").

3.2 The Company shall ensure that each Budget:

3.2.1 includes a projected consolidated profit and loss, balance sheet and cashflow statement for the Company, projected financial covenant calculations and any key assumptions made for the preparation of that Budget; and

3.2.2 has been approved by the board of directors of the Company.

3.3 If the Company updates or changes the Budget, the Company shall promptly, and in any case within not more than 10 Business Days of the update or change being made, deliver to the Class A Shareholders such updated or changed Budget together with a written explanation of the main changes in that Budget.

### **4. Information: Miscellaneous**

4.1 The Company shall supply to the Class A Shareholders:

4.1.1 at the same time as they are dispatched, copies of all documents dispatched by a member of the Yell Group to its creditors generally; and

4.1.2 promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings, labour disputes or any material claims which are current, threatened or pending against any member of the Yell Group, which, if adversely determined, could reasonably be expected to have a material adverse effect on the Yell Group.

4.2 The Company shall provide Class A Shareholders with access to calls and communications which are available to the Yell Group's creditors generally.

4.3 The Company shall supply written notice to the Class A Shareholders promptly upon becoming aware if there ceases to be a Substantial Shareholder.