

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BEAGLE BIDCO LIMITED

Registered No. 12965093

Incorporated in England and Wales on 21 October 2020

Adopted on the 9th day of December 2020



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COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BEAGLE BIDCO LIMITED

(Registered Number 12965093)

(the "Company")

PART A - PRELIMINARY

1. CONSTITUTION

- 1.1. The Company is a private company within the meaning of section 4(1) of the Companies Act 2006 (the "**Act**") established subject to the provisions of the Act, including any statutory modification or re-enactment thereof for the time being in force.
- 1.2. The articles contained in the model form articles for private companies limited by shares as set out in the Companies (Model Articles) Regulations 2008 (Statutory Instrument 2008 No. 3229) (as amended from time to time) shall not apply to the Company.
- 1.3. The liability of the members is limited to the amount, if any, unpaid on the Shares held by them.
- 1.4. In accordance with the Act, the objects of the company shall be unrestricted.
- 1.5. The name of the Company may be changed by resolution of the Directors.

2. INTERPRETATION

In these Articles, unless the context otherwise requires, words and expressions shall have the meanings given to them in Schedule 2 (*Definitions and Interpretation*) of these Articles and the Schedules shall be part of and construed as one with these Articles.

PART B - SHARES AND DISTRIBUTIONS

3. RIGHTS ATTACHING TO THE PREFERENCE SHARES

The rights attaching to the Preference Shares are set out in Schedule 1 (*Rights Attaching to the Preference Shares*).

4. RIGHTS ATTACHING TO THE ORDINARY SHARES

The rights attaching to the Ordinary Shares are as follows.

Income

- 4.1. Subject to the rights attaching to the Preference Shares, any profits which the Directors determine (acting in accordance with the Act and with Article 8 (*Dividends and Distributions*)) to distribute in respect of any financial year shall be distributed among the holders of the Ordinary Shares pro rata in relation to the number of Ordinary Shares held by each such holder.

Capital

- 4.2. Subject to the rights attaching to the Preference Shares the capital and assets of the Company on a winding up or other return of capital available for distribution to the members of the Company shall be distributed among the holders of the Ordinary Shares pro rata in relation to the number of Ordinary Shares held by each such holder.

Voting

- 4.3. On:
- 4.3.1. a show of hands, every holder of Equity Shares who is present (in person or by proxy or, in the case of body corporate, by a duly authorised representative) shall have one vote; and
- 4.3.2. a poll or a written resolution, every holder of Equity Shares shall have one vote for every such Share of which it/he is the holder.
- 4.4. Save to the extent provided for in Article 6, no D Ordinary Share shall entitle the holder(s) thereof to receive notice of, attend, speak or vote at any general meeting of the Company or in respect of any written resolution of the Company.

5. ISSUES OF SHARES

Powers to issue different classes of Share

- 5.1. Subject to the other terms of these Articles but without prejudice to the rights attached to any existing Shares, the Company may issue Shares with such rights or restrictions as may be determined by ordinary resolution.

- 5.2. Without prejudice to Article 5.1 but subject to the other terms of these Articles, the provisions of the Act and of every other statute for the time being in force concerning companies and affecting the Company and to any direction to the contrary that may be given by ordinary resolution of the Company, the Directors may offer, allot, issue, grant options or rights over or otherwise dispose of any Shares to such persons, at such times, for such consideration, upon such terms and conditions and with such preferred, deferred or other special rights or restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Directors may determine (but so that no Shares shall be issued at a discount).
- 5.3. Any Shares may be issued on the terms that they are, or at the option of the Company or the holder are, liable to be redeemed and the Directors shall be authorised to determine the terms, conditions and manner of redemption of such Shares.

Authority to allot Shares

- 5.4. For the purposes of section 551 of the Act, the Directors are authorised generally and unconditionally to allot without the authority of the Company in general meeting up to a maximum of [●] A Ordinary Shares, [●] B Ordinary Shares, [●] C Ordinary Shares, [●] D Ordinary Shares and [●] Preference Shares at any time or times from the date of adoption of these Articles until the fifth anniversary of such date.
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- 5.5. ~~The authority granted in Article 5.4 may be revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years.~~
- 5.6. The Company may make any offer or agreement before the expiry of the authority granted in Article 5.4 which would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement notwithstanding the expiry of this authority.
- 5.7. In Articles 5.4 to 5.6, references to the allotment of Shares shall include the grant of rights to subscribe for, or to convert any security into, Shares.
- 5.8. Sub-sections (1) and (2) of section 561 of the Act shall be excluded from applying to any allotment of the Company's equity securities (as defined in section 560 of the Act).

Company not bound by less than absolute interests

- 5.9. Save as required by law, the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any Share or any interest in any fractional part of a Share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any Share except an absolute right to the entirety thereof held by the registered holder.

- 5.10. Save as permitted by law, no notice of any trust, expressed, implied or constructive, shall be entered on the Register of Members.

Share certificates

- 5.11. The Company must issue each member, free of charge, with one or more certificates in respect of the Shares which that member holds.
- 5.12. Every certificate must specify:
- 5.12.1. in respect of how many Shares and of what class it is issued;
 - 5.12.2. the nominal value of those Shares; and
 - 5.12.3. any distinguishing numbers assigned to them.
- 5.13. No certificate may be issued in respect of Shares of more than one class.
- 5.14. If more than one person holds a Share, only one certificate may be issued in respect of it.
- 5.15. Certificates must have affixed to them the Company's common seal or be otherwise executed in accordance with the Companies Acts.

Replacement share certificates

- 5.16. If a certificate issued in respect of a member's Shares is damaged or defaced or said to be lost, stolen or destroyed, that member is entitled to be issued with a replacement certificate in respect of the same Shares.
- 5.17. A member exercising the right to be issued with such a replacement certificate:
- 5.17.1. may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 5.17.2. must return the certificate which is to be replaced to the Company if it is damaged or defaced; and
 - 5.17.3. must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the Directors decide.

6. CLASS RIGHTS

Methods of varying class rights

- 6.1. The rights and restrictions attached to any class of Shares may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up):

- 6.1.1. with the consent in writing of the holders of at least 50 per cent. of the number of issued Shares of that class; or
- 6.1.2. with the sanction of an ordinary resolution passed at a separate general meeting of the holders of that class of Shares.

Class meetings

- 6.2. To every such separate general meeting referred to in Article 6.1.2, all of the provisions of these Articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall apply *mutatis mutandis*, except that:

- 6.2.1. the necessary quorum shall be two persons present (in person or by proxy or, in the case of body corporate, by a duly authorised representative) who together hold or represent at least one-third in number of the issued Shares of the relevant class (unless all the Shares of that class are registered in the name of a single holder, in which case the quorum shall be that holder, its/his proxy or, in the case of body corporate, its duly authorised representative), provided that if, at any adjourned meeting of such holders, such a quorum is not present, then those holders who are present (in person or by proxy or, in the case of body corporate, by a duly authorised representative) shall be a quorum;

- ~~6.2.2. any holder of Shares of the relevant class present (in person or by proxy or, in the case of body corporate, by a duly authorised representative) may demand a poll; and~~

- 6.2.3. on a poll, the holders of Shares of the relevant class shall have one vote in respect of every Share of that class held by it/him.

No variation

- 6.3. The rights and restrictions attached to any class of Shares shall not (unless otherwise provided by the rights and restrictions attached to the Shares of that class) be deemed to be varied by:

- 6.3.1. the creation or issue of further Shares ranking in some or all respects *pari passu* with, in priority to or behind that class of Shares; or
- 6.3.2. the purchase, redemption or cancellation by the Company of any of its own Shares.

7. NIL AND PARTLY PAID SHARES

Company's lien over nil and partly paid Shares

- 7.1. The Company has a first and paramount lien (the "**Company's lien**") over:

- 7.1.1. every Share which is nil or partly paid for any part of:

(a) that Share's nominal value; and

(b) any premium at which it was issued,

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

7.1.2. all Shares standing registered in the name of a single person or in the name of any person jointly with another or others for all monies presently payable by him or any of them or his estate or their estates to the Company.

7.2. The Company's lien over a Share:

7.2.1. takes priority over any third party's interest in that Share; and

7.2.2. extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

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

Enforcement of the company's lien

7.4. Subject to the other provisions of these Articles, if:

7.4.1. a lien enforcement notice has been given in respect of a Share; and

7.4.2. the person to whom the notice was given has failed to comply with it,

the Company may sell that Share in such manner as the Directors decide.

7.5. A lien enforcement notice:

7.5.1. may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;

7.5.2. must specify the Share concerned;

7.5.3. must require payment of the sum payable within 14 days of the notice;

7.5.4. must be addressed either to the holder of the Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise; and

7.5.5. must state the Company's intention to sell the Share if the notice is not complied with.

- 7.6. Where Shares are sold under this Article:
- 7.6.1. the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser; and
 - 7.6.2. the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 7.7. The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 7.7.1. first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice; and
 - 7.7.2. second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice.
- 7.8. A statutory declaration by a Director or the Company secretary that the declarant is a Director or the Company secretary and that a Share has been sold to satisfy the Company's lien on a specified date:
- 7.8.1. is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and
 - 7.8.2. subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

Call notices

- 7.9. Subject to the other provisions of these Articles and the terms on which Shares are allotted, the Directors may send a notice (a "**call notice**") to a member requiring the member to pay the Company a specified sum of money (a "**call**") which is payable in respect of Shares which that member holds at the date when the Directors decide to send the call notice.
- 7.10. A call notice:
- 7.10.1. may not require a member to pay a call which exceeds the total sum unpaid on that member's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);
 - 7.10.2. must state when and how any call to which it relates it is to be paid; and

- 7.10.3. may permit or require the call to be paid by instalments.
- 7.11. A member must comply with the requirements of a call notice, but no member is obliged to pay any call before 14 days have passed since the notice was sent unless a member has otherwise expressly agreed to do so.
- 7.12. Before the Company has received any call due under a call notice the Directors may:
- 7.12.1. revoke it wholly or in part; or
- 7.12.2. specify a later time for payment than is specified in the notice,
- by a further notice in writing to the member in respect of whose Shares the call is made.

Liability to pay calls

- 7.13. Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.
- 7.14. Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share.
- 7.15. Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them:
- 7.15.1. to pay calls which are not the same; or
- 7.15.2. to pay calls at different times.

When call notice need not be issued

- 7.16. A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):
- 7.16.1. on allotment;
- 7.16.2. on the occurrence of a particular event; or
- 7.16.3. on a date fixed by or in accordance with the terms of issue.
- 7.17. But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

Failure to comply with call notice: automatic consequences

- 7.18. If a person is liable to pay a call and fails to do so by the call payment date:
- 7.18.1. the Directors may issue a notice of intended forfeiture to that person; and
 - 7.18.2. until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- 7.19. For the purposes of this Article:
- 7.19.1. the "**call payment date**" is the time when the call notice states that a call is payable, unless the Directors give a notice specifying a later date, in which case the "call payment date" is that later date; and
 - 7.19.2. the "**relevant rate**" is:
 - (a) the rate fixed by the terms on which the Share in respect of which the call is due was allotted;
 - (b) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Directors; or
 - (c) if no rate is fixed in either of these ways, 5 per cent. per annum.
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- ~~7.20. The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.~~

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

Notice of intended forfeiture

- 7.22. A notice of intended forfeiture:
- 7.22.1. may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice;
 - 7.22.2. must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, bankruptcy or otherwise;
 - 7.22.3. must require payment of the call and any accrued interest by a date which is not less than 14 days after the date of the notice;
 - 7.22.4. must state how the payment is to be made; and
 - 7.22.5. must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited.

Directors' power to forfeit Shares

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

Effect of forfeiture

- 7.24. Subject to the other provisions of these Articles, the forfeiture of a Share extinguishes:

- 7.24.1. all interests in that Share, and all claims and demands against the Company in respect of it; and
- 7.24.2. all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

- 7.25. Any Share which is forfeited in accordance with these Articles:

- 7.25.1. is deemed to have been forfeited when the Directors decide that it is forfeited;
- 7.25.2. is deemed to be the property of the Company; and
- 7.25.3. may be sold, re-allotted or otherwise disposed of as the Company (acting with the consent of the Investors) thinks fit.

- 7.26. If a person's Shares have been forfeited:

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

- 7.27. At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

Procedure following forfeiture

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

Surrender of Shares

- 7.32. A member may surrender any Share:
- 7.32.1. in respect of which the Directors may issue a notice of intended forfeiture;
 - 7.32.2. which the Directors may forfeit; or
 - 7.32.3. which has been forfeited.
- 7.33. The Directors may accept the surrender of any such Share.
- 7.34. The effect of surrender on a Share is the same as the effect of forfeiture on that Share.

- 7.35. A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

8. DIVIDENDS AND DISTRIBUTIONS

Procedure for declaring dividends

- 8.1. The Directors are authorised to declare and, subject to Articles 8.8 (*Payment of dividends and other distributions*) and 8.14 (*Non-cash distributions*), pay dividends (both interim and final) and, in the absence of a specified payment date, the Company shall make payment as soon as is reasonably practicable following the relevant declaration.
- 8.2. A dividend declared by resolution of the Company 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.
- 8.3. No dividend may be declared or paid unless it is in accordance with members' respective rights under these Articles (or the affected members waive their rights).
- 8.4. Unless the members' resolution to declare or Directors' decision to pay a dividend or the terms on which Shares are issued specify otherwise, it must be paid by reference to each member's holding of Shares of the relevant class on the date of the resolution or decision to declare or pay it.
- 8.5. 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.
- 8.6. The Directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.
- 8.7. 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 an interim dividend on Shares with deferred or non-preferred rights.

Payment of dividends and other distributions

- 8.8. 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:
- 8.8.1. transfer to a bank or building society account specified by the distribution recipient either in writing or as the Directors may otherwise decide;
- 8.8.2. sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the Share), or (in any other case) to an address specified by the distribution recipient either in writing or by such other means as the Directors may otherwise decide;

- 8.8.3. sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or by such other means as the Directors may otherwise decide; or
 - 8.8.4. any other means of payment as the Directors agree with the distribution recipient either in writing or by such other means as the Directors decide.
- 8.9. For the purposes of these Articles, the "**distribution recipient**" means, in respect of a Share in respect of which a dividend or other sum is payable:
- 8.9.1. the holder of the Share;
 - 8.9.2. if the Share has two or more joint holders, whichever of them is named first in the Register of Members; or
 - 8.9.3. if the holder is no longer entitled to the Share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

No interest on distributions

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

Unclaimed distributions

- 8.11. All dividends or other sums which are payable in respect of Shares and 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.
- 8.12. The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 8.13. If 12 years have passed from the date on which a dividend or other sum became due for payment and the distribution recipient has not claimed it, the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

Non-cash distributions

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

- 8.15. 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:

- 8.15.1. fixing the value of any assets;
- 8.15.2. paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
- 8.15.3. vesting any assets in trustees.

Waiver of distributions

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

- 8.16.1. the Share has more than one holder, or
- 8.16.2. 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.

9. CAPITALISATION OF PROFITS

Authority to capitalise and appropriation of capitalised sums

- 9.1. The Directors may, if they are so authorised by an ordinary resolution:
- 9.1.1. decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
 - 9.1.2. 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.
- 9.2. Capitalised sums must be applied on behalf of the persons entitled and in the same proportions as a dividend would have been distributed to them.
- 9.3. 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.

- 9.4. A capitalised sum which was appropriated from profits available for distribution may be applied in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 9.5. The Directors may:
- 9.5.1. apply capitalised sums in accordance with Articles 9.3 and 9.4 partly in one way and partly in another;
 - 9.5.2. make such arrangements as they think fit to deal with Shares or debentures becoming distributable in fractions under this Article 9 (including the issuing of fractional certificates or the making of cash payments); and
 - 9.5.3. 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 9.
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PART C - GENERAL MEETINGS

10. ORGANISATION

Attendance and speaking at general meetings

- 10.1. 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.
- 10.2. A person is able to exercise the right to vote at a general meeting when:
 - 10.2.1. that person is able to vote, during the meeting, on resolutions put to the vote at the meeting; and
 - 10.2.2. 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.
- 10.3. 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.
- 10.4. In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.
- 10.5. 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.

Notice of general meetings

- 10.6. A notice of every general meeting shall be given to every member who is entitled to vote on one or more of the resolutions to be proposed at that meeting, whether or not it/he has supplied to the Company an address within the United Kingdom for the giving of notices.

Quorum for general meetings

- 10.7. Other than the appointment of the chairman of the meeting, no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.
- 10.8. Save as otherwise provided by these Articles, the quorum for the transaction of business at any general meeting shall be two members, one of whom must be a holder of A Ordinary Shares and one of whom must be a holder of B Ordinary Shares who is present (in person or by proxy or, in the case of a body corporate, by a duly authorised representative).

Chairing general meetings

- 10.9. If the Directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 10.10. 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 then the Directors present, or, if no Directors are present, the meeting, must appoint a Director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 10.11. The person chairing a meeting in accordance with Articles 10.9 or 10.10 is referred to as the "**chairman of the meeting**".

Attendance and speaking by Directors and non-members

- 10.12. Directors may attend and speak at general meetings, whether or not they are members.
- 10.13. The chairman of the meeting may permit other persons who are not:
- 10.13.1. members; or
- 10.13.2. otherwise entitled to exercise the rights of members in relation to general meetings,

to attend and speak at a general meeting.

Adjournment

- 10.14. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting (howsoever convened) shall stand adjourned to the same time seven days from the date of the meeting so adjourned.
- 10.15. If, at any meeting adjourned pursuant to Article 10.14, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum, provided that, notwithstanding any other provision of these Articles, the only business which may be transacted at the adjourned meeting is such business as is set out in the notice of the original meeting which has been reconvened.

11. VOTING

General

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

Errors and disputes

11.2. 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.

11.3. Any such objection must be referred to the chairman of the meeting, whose decision is final.

Poll votes

11.4. A poll may be demanded at any general meeting by:

11.4.1. the chairman of the meeting;

11.4.2. any Director; or

11.4.3. any member present (in person or by proxy or, in the case of a body corporate, by a duly authorised representative) and entitled to vote.

11.5. A demand for a poll may be withdrawn if the poll has not yet been taken and the chairman of the meeting consents to the withdrawal.

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

Content of proxy notices

11.7. Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

11.7.1. states the name and address of the member appointing the proxy;

11.7.2. identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;

11.7.3. is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

11.7.4. is delivered to the Company in accordance with these Articles and any instructions contained in the notice of the general meeting to which they relate.

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

11.9. 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.

11.10. Unless a proxy notice indicates otherwise, it must be treated as:

- 11.10.1. 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
- 11.10.2. 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.

Delivery of proxy notices

- 11.11. 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.
- 11.12. 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.
- 11.13. 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.
- 11.14. 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 appointer's behalf.

Proposal of resolutions

- 11.15. No resolution not previously approved by the Directors shall be moved by any member other than a Director at a general meeting unless the member intending to move the same shall have left a copy thereof with his name and address at the Registered Office at least three clear days prior to such meeting.

Amendments to resolutions

- 11.16. An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 11.16.1. 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
 - 11.16.2. the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.
- 11.17. A special resolution to be proposed at a general meeting may be amended by ordinary resolution if:
 - 11.17.1. the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

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

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

Written resolutions of members

- 11.19. A resolution in writing may be passed in accordance with Chapter 2 of Part 13 of the Act.
- 11.20. Any written resolution may consist of several documents in the like form, each signed by one or more of the members or their duly appointed attorneys or representatives. In the case of a corporation which is a member, it shall be sufficient if a director or the secretary thereof or its duly appointed attorney(s) or representative(s) signs a resolution on its behalf.

PART D – DIRECTORS AND OFFICERS

12. DIRECTORS' POWERS AND RESPONSIBILITIES

Directors' general authority

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

Members' reserve power

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

Director's ability to delegate

- 12.4. Save as may otherwise be provided by these Articles, the Directors may delegate any of the powers which are conferred on them under these Articles:

12.4.1. to such person or committee;

12.4.2. by such means (including by power of attorney);

12.4.3. to such an extent;

12.4.4. in relation to such matters or territories; and

12.4.5. on such terms and conditions,

as they think fit.

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

Committees

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

13. DECISION-MAKING BY DIRECTORS

Number of Directors

- 13.1. Unless and until otherwise determined by ordinary resolution of the Company, the minimum number of Directors shall be one and there shall be no maximum number. A sole Director shall have all the power and authority vested in "the Directors" in terms of these Articles.

Directors to take decisions collectively

- 13.2. Subject to Article 13.1, any decision of the Directors must be either a majority decision at a meeting or a decision taken in accordance with Articles 13.4 or 13.5 (*Unanimous decisions*).
- 13.3. If: (i) the majority of those Isfield Director(s) and (ii) the majority of those CBPE Director(s) voting on a resolution at a meeting or in writing vote against a resolution that resolution shall be deemed not to be passed.

Unanimous decisions

- 13.4. A decision of the Directors is taken in accordance with this Article 13.4 when all eligible Directors indicate to each other by any means that they share a common view on a matter.
- 13.5. Without prejudice to Article 13.4, a resolution in writing signed by all eligible Directors shall be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the Directors or to which one or more of the Directors has otherwise indicated his agreement in writing.
- 13.6. A decision may not be taken in accordance with Articles 13.4 or 13.5 if the eligible Directors would not have formed a quorum at a Directors' meeting.
- 13.7. References in Articles 13.4, 13.5 and 13.6 to "**eligible Directors**" are to Directors who would have been entitled to vote on a matter had it been proposed as a resolution at a Directors' meeting.

Calling a Directors' meeting

- 13.8. Any Director may call a Directors' meeting by giving notice of the meeting to the other Directors or by authorising the Company secretary (if any) to give such notice.
- 13.9. Notice of any Directors' meeting must indicate:
- 13.9.1. its proposed date and time;
- 13.9.2. where it is to take place; and

- 13.9.3. 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.
- 13.10. Notice of a Directors' meeting must be given to each Director, but need not be in writing.
- 13.11. 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 not more than seven days 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.

Participation in Directors' meetings

- 13.12. Subject to the other provisions of these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:
- 13.12.1. the meeting has been called and takes place in accordance with these Articles; and
- 13.12.2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

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- 13.13. A meeting of the Directors may consist of a conference between Directors who are not all in one place but who can each (directly or by telephonic communication) speak to each of the other Directors and be heard by each of the other Directors simultaneously. A Director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Subject to the Act, all business transacted in such manner by the Directors shall for the purposes of these Articles be deemed to be validly and effectively transacted at a meeting of the Directors notwithstanding that fewer than two Directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman then is. The word "**meeting**" in these Articles shall, in relation to Directors' meetings, be construed accordingly.

Quorum for Directors' meetings

- 13.14. At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
- 13.15. The quorum for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed at any other number:
- 13.15.1. for so long as there are two or more Directors, shall be two Directors, one of whom must be an Isfield Director (unless no Isfield Director is, at the

relevant time, appointed or the provisions of Article 13.25 (*Directors' conflicts of interest*) apply) and one of whom must be an CBPE Director (unless no CBPE Director is, at the relevant time, appointed or the provisions of Article 13.25 (*Directors' conflicts of interest*) apply); and

13.15.2. for so long as there is a sole Director, shall be one Director.

13.16. A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum.

13.17. If:

13.17.1. there is an Isfield Director in office but no Isfield Director is present at any duly convened meeting of the Directors; and/or

13.17.2. there is a CBPE Director in office but no CBPE Director is present at any duly convened meeting of the Directors,

the meeting shall be adjourned to the same time seven days from the date of the meeting so adjourned and this shall be notified to each Director.

13.18. The quorum for the transaction of business at the reconvened meeting shall be any two Directors, provided that the only business which may be transacted at that meeting is such business as is set out in the notice of the original meeting which has been reconvened.

13.19. 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:

13.19.1. to appoint further Directors; or

13.19.2. to call a general meeting so as to enable the members to appoint further Directors.

Chairing of Directors' meetings

13.20. The Directors may appoint a Director to chair their meetings.

13.21. The person so appointed for the time being is known as the chairman.

13.22. The Directors may terminate the chairman's appointment at any time.

13.23. 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 must appoint one of themselves to chair it.

Casting vote

13.24. Neither the chairman nor any other Director shall have a casting vote.

Directors' conflicts of interest

- 13.25. Notwithstanding Article 13.15 (*Quorum for Directors' meetings*), if the conflict of interest provisions contained in the Act apply such that there is no Isfield Director and/or CBPE Director who is entitled to vote, form part of the quorum or attend any meeting of the Directors despite the application of Article 29 (*Conflicts of Interest*) (including any authorisation granted in respect of a Conflicted Director pursuant to Article 29.2 (*Conflicts of Interest*)), then the quorum requirements for the relevant meeting shall not require an Isfield Director and/or a CBPE Director (as applicable) to form part of the quorum.
- 13.26. A Director who is in any way, whether directly or indirectly, interested in an actual or proposed transaction or arrangement with the Company shall declare the nature and extent of his interest at a meeting of the Directors in accordance with and to the extent required by section(s) 177 and/or 182 of the Act. Subject to such disclosure, a Director may vote in respect of an actual or proposed transaction or arrangement in which he is interested and if he does so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any actual contract or proposed transaction or arrangement shall come before the Directors for consideration and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. For the purposes of this Article 13.26:
- 13.26.1. 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 such notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
- 13.26.2. an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

Attendance records

- 13.27. The Directors may dispense with the keeping of attendance records for meetings of the Directors.

Records of decisions

- 13.28. The Directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the Directors.

Directors' discretion to make further rules

- 13.29. Save as may otherwise be provided by these 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.

14. APPOINTMENT OF DIRECTORS

Eligibility for appointment as a Director

- 14.1. A Director shall not be required to hold Shares in order to qualify for office as a Director, but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company or meetings of any class of members of the Company.

Power to appoint a Director

- 14.2. Without prejudice to the provisions of Article 16 (*Investor Directors*):
- 14.2.1. the Directors, including at least one Isfield Director and at least one CBPE Director voting in favour, shall have power at any time to appoint any person as a director of the Company; and
 - 14.2.2. the members holding in excess of 50 per cent. of the A Ordinary Shares from time to time in issue shall have the power to appoint up to four persons as a director of the Company (the "**Isfield Directors**") by notice in writing addressed to the Company and delivered to the Registered Office;
 - 14.2.3. the members holding in excess of 50 per cent. of the B Ordinary Shares from time to time in issue shall have the power to appoint up to four persons as a director of the Company (the "**CBPE Directors**") by notice in writing addressed to the Company and delivered to the Registered Office; and
 - 14.2.4. the members holding in excess of 50 per cent. of the A Ordinary Shares and members holding in excess of 50 per cent. of the B Ordinary Shares from time to time in issue shall (together) have the power at any time to appoint any number of persons as directors of the Company by notice in writing addressed to the Company and delivered to the Registered Office,

in each case, either to fill a casual vacancy or as an addition to the existing Directors.

Directors' remuneration

- 14.3. Directors may undertake any services for the Company as the Directors decide.
- 14.4. Directors are entitled to such remuneration as the Directors determine:
- 14.4.1. for their services to the Company as Directors; and

- 14.4.2. for any other service which they undertake for the Company.
- 14.5. Subject to these Articles, a Director's remuneration may:
 - 14.5.1. take any form; and
 - 14.5.2. include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.
- 14.6. Unless the Directors decide otherwise, Directors' remuneration accrues from day to day.
- 14.7. Unless the Directors decide otherwise, Directors are not accountable to the Company for any remuneration which they receive as Directors or other officers or employees of the Company's subsidiaries or of any other body corporate in which the Company is interested.
- 14.8. The Board may delegate its powers to determine any Director's fees and/or remuneration to any committee as it sees fit.

Directors' expenses

- 14.9. The Company may pay any reasonable expenses which the Directors properly incur in connection with their attendance at:
 - 14.9.1. meetings of Directors or committees of Directors;
 - 14.9.2. general meetings; or
 - 14.9.3. 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.

Appointment to executive office

- 14.10. A Chief Executive Officer, Chief Finance Officer, Managing Director, Deputy or Assistant Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Remuneration & Senior Appointments Committee may determine.

15. TERMINATION OF DIRECTORS' APPOINTMENT

The office of a Director shall be vacated if:

- 15.1. he becomes bankrupt or suspends payment of or compounds with his creditors;

- 15.2. he becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise mentally incapacitated;
- 15.3. (not being a Director holding executive office as such for a fixed term) by notice in writing to the Company, he resigns his office;
- 15.4. he is prohibited by law from being a director or ceases to be a director by virtue of any provision of the Act;
- 15.5. he, not being an Investor Director, is removed from office by notice in writing signed by all his co-Directors and served upon him;
- 15.6. he, not being an Investor Director, is removed from office by either (i) the members holding in excess of 50 per cent. of the A Ordinary Shares or (ii) the members holding in excess of 50 per cent. of the B Ordinary Shares, in each case by notice in writing addressed to the Company and delivered to the Registered Office;
- 15.7. he, being an Isfield Director, is removed from office by the holders of the A Ordinary Shares by notice in writing addressed to the Company and delivered to the Registered Office;
- 15.8. he, being a CBPE Director, is removed from office by the holders of the B Ordinary Shares by notice in writing addressed to the Company and delivered to the Registered Office; and/or
- 15.9. he shall, for more than six consecutive months, have been absent without the permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.

16. INVESTOR DIRECTORS

Each Isfield Director and CBPE Director shall be entitled to, on a confidential basis:

- 16.1. report back to the members who have designated him as such on the affairs of the Group; and
- 16.2. disclose to such members such information as he shall reasonably consider appropriate (including, for the avoidance of doubt, all papers distributed to the Directors and members of committees of the Directors).

17. OBSERVERS

- 17.1. The members holding (i) in excess of 50 per cent. of the A Ordinary Shares from time to time in issue, and (ii) in excess of 50 per cent. of the B Ordinary Shares from time to time in issue may, in each case, designate one person to be an "Observer".
- 17.2. An Observer shall:

- 17.2.1. have the right to attend all meetings of the Directors and of any committee of the Directors and to receive such other information as a Director or a member of the relevant committee would be entitled to receive at the same time as such information is provided to the Directors or members of the relevant committee;
- 17.2.2. be entitled to attend and speak at any such meetings of the Directors or committees of the Directors but shall not be entitled to vote;
- 17.2.3. be entitled to, on a confidential basis:
 - (a) report back to the members who have designated him as such on the affairs of the Group; and
 - (b) disclose to such members such information as he reasonably considers appropriate (including all papers distributed to the Directors and members of committees of the Directors); and
- 17.2.4. as regards confidentiality, have the same obligations to the Company as if he were a Director.

18. POWER TO ESTABLISH PENSION SCHEMES, SHARE SCHEMES, ETC.

- 18.1. Subject to any agreement between the shareholders of the Company to the contrary, the Directors, on behalf of the Company and without the approval of any resolution of the Company, may:

- 18.1.1. establish, maintain, participate in and contribute to, or procure the establishment and maintenance of, participation in and contribution to, any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of:
 - (a) any persons (including Directors, former Directors, officers and former officers) who are or have been, at any time, in the employment or service of the Company or of any company which, at the time, is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of the predecessors of the Company in business or of any such other company;
 - (b) the relations, spouses, widows, families, connections or dependants of any of the persons referred to in paragraph (a) above; and/or
 - (c) any other persons whose service or services have, directly or indirectly, been of benefit to the Company and their relations, connections or dependants;

- 18.1.2. grant or procure the grant of donations, gratuities, pensions, allowances (including allowances on death) or other payments or benefits of any kind to any of the persons referred to in Articles 18.1.1(a) to 18.1.1(c) (or any of them);
- 18.1.3. establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any of any of the persons referred to in Articles 18.1.1(a) to 18.1.1(c) (or any of them) or otherwise for the advancement of the interests and well-being of the Company or its members or of any such other company as referred to in Article 18.1.1(a) or its members; and/or
- 18.1.4. make payments for or towards the insurance of any of the persons referred to in Articles 18.1.1(a) to 18.1.1(c) (or any of them).

Any Director or ex-Director may participate in and retain for his own benefit any such donation, gratuity, pension, allowance, payment or other benefit conferred under or pursuant to this Article 18.1 and the receipt thereof shall not disqualify any person from being or becoming a director of the Company.

- 18.2. Subject to any agreement between the shareholders of the Company to the contrary, the Directors, on behalf of the Company and without the approval of any resolution of the Company, may:

- 18.2.1. establish and contribute to any employees' share scheme for the purchase or subscription by (a) trustee(s) of shares in the capital of the Company or of a holding company of the Company and may lend money to the Company's employees to enable them to purchase or subscribe for shares in the capital of the Company or of a holding company of the Company;
- 18.2.2. establish and maintain any option or incentive scheme whereby selected employees (including salaried Directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company or of a holding company of the Company; and/or
- 18.2.3. formulate and carry into effect any scheme for sharing the profits of the Company with its employees (including salaried Directors and officers) or any of them.

Any Director may participate in and retain for his own benefit any such shares, profit or other benefit conferred under or pursuant to this Article 18.2 and the receipt thereof shall not disqualify any person from being or becoming a director of the Company.

19. BORROWING AND OTHER POWERS

The Directors may, without limit, exercise all the powers of the Company in relation to amounts to borrow, amounts to raise, to accept money on deposit and to grant

any security, mortgage, charge or discharge as they may consider fit for any debt or obligation of the Company or which is binding on the Company in any manner or way in which the Company is empowered so to grant and, similarly, as they may consider fit to enter into any guarantee, contract of indemnity or suretyship in any manner or way in which the Company is empowered so to enter into.

20. ALTERNATE DIRECTORS

- 20.1. Any Director (other than an alternate director) may at any time by writing under his hand and deposited at the Registered Office, or delivered at a meeting of the Directors, appoint any person to be his alternate director and may in like manner at any time terminate such appointment.
- 20.2. If an alternate director is not another Director then such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved, save that the appointment of an alternate by an Investor Director shall be effective immediately upon notice of such appointment being given to the Company and shall not require the approval of the Directors.
- 20.3. The appointment of an alternate director shall terminate on the happening of any event which, if he were a Director, would cause him to vacate such office or if his appointer ceases to be a Director.
- ~~20.4. An alternate director shall (except where absent from the United Kingdom) be~~
entitled to receive notice of all meetings of the Directors, and of all meetings of committees of the Directors of which his appointer is a member, and shall be entitled to attend and vote as a Director at any such meetings at which his appointer is not personally present and generally at such meetings to perform all the functions of his appointer as a Director in his absence and, for the purposes of the proceedings at such meetings, the provisions of these Articles shall apply as if he were a Director. If his appointer is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability, an alternate director's signature to any written resolution of the Directors shall be as effective as the signature of his appointer. Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director). Save as aforesaid, an alternate director shall not have power to act as a Director or be deemed to be a Director for the purposes of these Articles.
- 20.5. An alternate director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director, provided that he shall only be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointer as such appointer may, by notice in writing to the Company, from time to time direct.

21. INDEMNITY AND INSURANCE

21.1. Without prejudice to any other indemnity which may from time to time be applicable, a relevant officer of the Company or an associated company shall be indemnified out of the assets of the Company against:

21.1.1. any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company;

21.1.2. any liability incurred by that 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 Act); and

21.1.3. any other liability incurred by that officer as an officer of the Company or an associated company,

provided always that this Article 21.1 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

In this Article 21.1:

(a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

(b) a "**relevant officer**" means any Director, former Director, Company secretary or former Company secretary or other officer of the Company or an associated company (but not its auditor).

21.2. The Directors may decide to purchase and maintain insurance at the expense of the Company for the benefit of any relevant officer in respect of any relevant loss. Without prejudice to the generality of Article 13.26 (*Directors' conflicts of interest*), at a meeting of the Directors where such insurance is under consideration, a Director may form part of the quorum and vote notwithstanding any interest he may have in such insurance.

In this Article 21.2:

21.2.1. a "**relevant officer**" means any director or former director, company secretary or former company secretary of the Company or an associated company, any other officer or employee or former officer or employee of the Company (but not its auditor) or any trustee of an occupational pension scheme (as defined in section 235(6) of the Act) for the purposes of an employees' share scheme of the Company or an associated company;

21.2.2. a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's

duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

- 21.2.3. companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.

PART E – TRANSFER AND TRANSMISSION OF SHARES

22. TRANSFER AND TRANSMISSION OF SHARES

Transfer of Shares

22.1. No transfer of Shares shall be permitted under these Articles other than a transfer which is:

22.1.1. made pursuant to Article 23 (*Permitted Transfers*);

22.1.2. made pursuant to Article 24 (*Compulsory Transfers by Leavers*);

22.1.3. a Relevant Sale made in accordance with the provisions of Article 26 (*Drag-Along*) and any related transfer of Shares by the Remainder Members pursuant to such Article;

22.1.4. made pursuant to Article 27 (*Right of First Offer*);

22.1.5. a Proposed Sale made in accordance with the provisions of Article 28 (*Tag-Along*) and any related transfer of Shares by the Other Members pursuant to such Article; or

22.1.6. made pursuant to Article 33 (*Social Purpose Right of First Refusal*),

and, in each case, the Directors shall (subject to the instrument(s) of transfer being duly stamped, to the extent applicable) register such transfer.

22.2. An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any security interest.

22.3. Save as permitted under Article 22.1, the Directors may, in their absolute discretion, decline to register any transfer of any Shares, whether or not such Shares are fully paid, and, in such case, shall, as soon as practicable and, in any event, within two months after the date on which the transfer is lodged with the Company, give the transferee notice of such refusal to register the transfer together with their reasons for the refusal.

Transfers in breach

22.4. To enable the Directors to determine whether or not there has been any transfer of Shares in breach of these Articles, the Company (acting with the consent of the Investors) may, and, if so requested in writing by the Investors, shall, require any holder or the legal personal representatives of any deceased holder or any person named as transferee in any transfer lodged for registration to provide to the Company such information and evidence the Company (acting with the consent of the Investors) may reasonably consider relevant for such purpose, including the

names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the relevant holder's name.

22.5. Failing such information or evidence being provided to enable the Company (acting with the consent of the Investors) to determine to its reasonable satisfaction that no such breach has occurred or if, as a result of such information and evidence having been provided, the Company (acting with the consent of the Investors) is reasonably satisfied that such a breach has occurred, the Company (acting with the consent of the Investors) may notify the holder of such Shares in writing of the fact and, if the holder fails to remedy such breach within five Business Days of receipt of such written notice then:

22.5.1. the relevant Shares shall cease to confer upon the holder thereof (or any proxy thereof) any rights:

- (a) if relevant, to vote (whether on a show of hands, on a poll or on a written resolution);
- (b) to receive dividends or other distributions or any return of capital; and
- (c) otherwise attaching to such Shares or to any further Shares issued in right of such Shares or in pursuance of an offer made to the relevant holder; and

22.5.2. the holder may be required, by notice in writing to such holder from the Company (acting with the consent of the Investors), at any time following such notice to transfer some or all of its/his Shares to such person(s) and at such price as determined by the Company (acting with the consent of the Investors). If such holder defaults in transferring its/his Shares pursuant to this Article 22.5.2, the provisions of Articles 23.3 to 23.7 (*Permitted Transfers*) shall apply to such Shares *mutatis mutandis*, with any reference therein to the Defaulting Member being construed in accordance with the provisions of this Article 22.5.

22.6. The rights referred to in Article 22.5.1:

22.6.1. shall, in respect of any relevant Shares which are transferred pursuant to Article 22.5.2, be automatically re-instated upon the completion of such transfer; and

22.6.2. may, and, if so requested in writing by the Investors, shall, be reinstated by the Company (acting with the consent of the Investors) prior to completion of any such transfer.

Instrument of transfer

- 22.7. Subject to such of the restrictions set out in these Articles as may be applicable, any member may transfer all or any of his Shares by instrument of transfer in writing in any usual or common form or in any other form which the Directors may approve.
- 22.8. The instrument of transfer shall be executed by or on behalf of the transferor and, except in the case of fully paid Shares, by or on behalf of the transferee and the transferor shall remain the holder of the Shares and, as such, a member of the Company until the name of the transferee is entered in the Register of Members in respect thereof.

Transmission of Shares

- 22.9. If title to a Share passes to a transmittee, the Company may only recognise the transmittee as having any title to that Share.
- 22.10. Subject to Article 22.11, a transmittee who produces such evidence of entitlement to Shares as the Directors may properly require:
- 22.10.1. may, subject to any other applicable terms of these Articles, choose either to become the holder of those Shares or to have them transferred to another person; and
- 22.10.2. subject to the terms of these Articles and pending any transfer of the Shares to another person, has the same rights as the holder had.
- 22.11. Transmittees do not have the right to attend or vote at a general meeting or agree to a proposed written resolution in respect of Shares to which they are entitled by reason of the holder's death or bankruptcy or otherwise unless they become the holders of those Shares.

Exercise of transmittees' rights

- 22.12. Transmittees who wish to become the holders of Shares to which they have become entitled must notify the Company in writing of that wish.
- 22.13. If the transmittee wishes to have a Share transferred to another person, the transmittee must execute an instrument of transfer in respect of it.
- 22.14. Any transfer made or executed under Article 22.13 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.

Transmittees bound by prior notices

- 22.15. If a notice is given to a member in respect of Shares and a transmittee is entitled to those Shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name has been entered in the Register of Members in respect of such Shares.

23. PERMITTED TRANSFERS

23.1. The following transfers of Shares may be made without restriction as to price or otherwise (save as provided in this Article):

23.1.1. by any member being a company (other than a trustee(s) of an EBT and Nesta) to any Group Undertaking, provided that in the case of Shares held by:

- (a) Pet Lamb Holdings Limited, the relevant holding company or subsidiary is ultimately wholly owned by Lisa Stone or wholly owned by Lisa Stone and persons who are Privileged Relations and/or Family Settlements of Lisa Stone, provided that Lisa Stone is a person with significant control in that entity;
- (b) Isfield Nominees Limited, the relevant holding company or subsidiary is ultimately wholly (directly or indirectly) owned by Beneficial Owners or any of them, or a combination of Beneficial Owner(s) and persons who would be Permitted Transferees of Beneficial Owners;

23.1.2. by any member holding Shares as a nominee or on trust (directly or indirectly) as part of an employees' share scheme to any other nominee(s) or trustee(s) of the same scheme;

23.1.3. by any nominee or trustee (other than a trustee(s) of an EBT, Pet Lamb Holdings Limited or Isfield Nominees Limited) to any other nominee(s) or trustee(s) of the same beneficiary or by any nominee or trustee (other than a trustee(s) of an EBT) to the beneficiary on behalf of whom it/he is holding Shares;

23.1.4. by:

- (a) any member to any Permitted Transferee of that member; or
- (b) any Permitted Transferee to the member from whom he/it originally acquired Shares or to any other Permitted Transferee of the original transferor,

in each case subject to the prior written consent of the Board (which may be subject to conditions stipulated by the Remuneration & Senior Appointments Committee including as to proof of identity/address and/or to such transferee undertaking in a form satisfactory to the Remuneration & Senior Appointments Committee (including a power of attorney in respect of such Shares) that such transferee will be bound by the provisions of these Articles (in particular, the provisions of Article 24 (*Compulsory Transfers by Leavers*)) as if such transferee were the original transferor and the transferred Shares remained held by the original transferor);

23.1.5. by any member to a transmittee who chooses to become a holder of Shares pursuant to and in accordance with Article 22.10.1 (*Transfer and Transmission of Shares*);

23.1.6. by:

(a) the trustee(s) of an EBT to:

(i) the beneficiaries of such EBT (or any of them);

(ii) a person to hold as nominee for the beneficiaries of such EBT (or any of them); or

(iii) the trustee(s) of a different EBT,

as may be approved with Investor Consent; or

(b) by any member to the trustee(s) of an EBT to hold on trust for the benefit of the beneficiaries of the EBT;

23.1.7. by the holders of B Ordinary Shares to any Affiliate;

23.1.8. by holders of any beneficial interest in any share registered in the name of the members holding A Ordinary Shares from time to time in issue provided that the transferee (i) is either the Beneficial Owner or a Permitted Transferee of a Beneficial Owner or, if a company, is ultimately owned by Beneficial Owners and their Permitted Transferees; and (ii) enters into an agreement, giving Isfield the authority to deal with such shares as envisaged in clause 23 (*Nominee Arrangement*) of the Shareholders' Agreement;

23.1.9. by an Investor to any person, with Investor Consent and Minority Investor Consent;

23.1.10. by Investor Consent, to the chairman and any actual or prospective employee, consultant or member of the management team of the Group, provided that no such transfer shall be permitted pursuant to this Article 23.1.9 to the extent that it would result in the Original Investors and their Affiliates together holding 50 per cent. or less of the issued Ordinary Shares;

23.1.11. in respect of Nesta:

(a) by Nesta GP to Nesta Partners and vice versa;

(b) by Nesta GP to any holding company or any (direct or indirect) subsidiary of any such holding company;

- (c) by Nesta Partners to any holding company or any (direct or indirect) subsidiary of any such holding company;
- (d) by Nesta GP to a limited partner in a fund managed by Nesta GP by way of distribution in specie;
- (e) subject to prior Investor Consent, by Nesta GP to a successor general partner of the funds of which Nesta GP is general partner;
- (f) subject to prior Investor Consent, by Nesta GP and/or Nesta Partners to a bona fide fund management group; and/or

23.1.12. pursuant to an agreement to which all members are parties.

Compulsory transfer by Defaulting Members

- 23.2. If any person to whom Shares are transferred pursuant to any of Articles 23.1.1 to 23.1.7 ceases to be within the required relationship with the original transferor of such Shares then such Shares shall be transferred back to the original transferor (or to any other person falling within the required relationship with the original transferor) forthwith upon such relationship ceasing.
- 23.3. If the holder of such Shares (the "**Defaulting Member**") has not, within 10 Business Days of being requested to do so in writing by the Company (acting with the consent of the Investors), transferred the relevant Shares to the original transferor (or to any other person falling within the required relationship with the original transferor) against payment of the price agreed between such persons therefor:
- 23.3.1. the holder may be required, by notice in writing to such holder from the Company (acting with the consent of the Investors), at any time following such notice to transfer the relevant Shares to such person(s) and at such price as determined by the Company (acting with Investor Consent)];
 - 23.3.2. the Company (acting with Investor Consent) shall authorise any person to execute and deliver, on the Defaulting Member's behalf, any necessary instrument(s) of transfer in favour of the relevant transferee(s);
 - 23.3.3. the Company shall receive the consideration in respect of the relevant Shares; and
 - 23.3.4. the Company shall (subject to the instrument(s) of transfer being duly stamped, to the extent applicable) cause the name of the relevant transferee(s) to be entered into the Register of Members as the holder of the relevant Shares.
- 23.4. The Company shall hold the consideration received by it under Article 23.3 in trust for the Defaulting Member but shall not be bound to earn or pay interest thereon.

- 23.5. The issue of a receipt by the Company for the consideration shall be a good receipt for the price for the relevant Shares.
- 23.6. The Company shall apply the consideration received by it in payment to the Defaulting Member against delivery by the Defaulting Member of the certificate in respect of the Shares transferred (if any has been issued) (or an indemnity in respect thereof in form and substance acceptable to the Company).
- 23.7. After the name of the original transferor (or the other person falling within the required relationship with the original transferor) has been entered in the Register of Members in purported exercise of the aforesaid powers, the validity of such proceedings shall not be questioned by any person.

24. COMPULSORY TRANSFERS BY LEAVERS

Service of Compulsory Transfer Notice

- 24.1. Subject to Article 24.21, the Remuneration & Senior Appointments Committee may, at any time in the period commencing on (and including) the date upon which a Manager becomes a Leaver and ending on (and including) the date which falls 11 months after the Manager's Leaver Termination Date, serve a notice in writing on the Leaver and his Permitted Transferee(s) (if any) requiring him (and/or them) to offer for sale some or all of the D Ordinary Shares then held by him (and/or them) (a "**Compulsory Transfer Notice**"). For the avoidance of doubt, a Compulsory Transfer Notice may not be served after the date which falls 11 months after a Manager's Leaver Termination Date.
- 24.2. A Compulsory Transfer Notice shall contain:
- 24.2.1. the details of the person(s) to whom the D Ordinary Shares which are the subject of the Compulsory Transfer Notice (the "**Leaver Shares**") must be transferred, who shall be a person or persons in the Specified Category; and
 - 24.2.2. the price at which the Leaver Shares must be transferred, which shall be the price per share determined pursuant to Article 24.5 (the "**Specified Price**").
- 24.3. Upon service of a Compulsory Transfer Notice, the Leaver and each of his Permitted Transferee(s) (if any) to whom the Compulsory Transfer Notice is addressed shall be bound to transfer the Leaver Shares in accordance with its terms within 10 days of the later of:
- 24.3.1. the date of the Compulsory Transfer Notice (or such later date as the Compulsory Transfer Notice may specify, provided that such date is no later than the date which falls 12 months after a Manager's Leaver Termination Date); or

24.3.2. the date of determination or agreement (as applicable) of the Fair Price.

24.4. All further references in this Article 24 and in Article 25 (*Fair Price*) to a "Leaver" (and "Bad Leaver", "Intermediate Leaver" and "Good Leaver") shall mean the Leaver and his Permitted Transferee(s) (if any) to whom the relevant Compulsory Transfer Notice is addressed.

Specified Price

24.5. Subject to Article 24.12, a Compulsory Transfer Notice shall provide that the Specified Price in respect of any Leaver Shares shall be:

24.5.1. in respect of a Bad Leaver, the lower of Cost and the Fair Price for the Leaver Shares;

24.5.2. in respect of an Intermediate Leaver:

(a) the lower of Cost and the Fair Price for the Unvested D Ordinary Shares which are the subject of the Compulsory Transfer Notice; and

(b) the Fair Price for the Vested D Ordinary Shares which are the subject of the Compulsory Transfer Notice; and

24.5.3. in respect of a Good Leaver, the Fair Price for the Leaver Shares.

Vesting for Intermediate Leavers

24.6. The D Ordinary Shares held by an Intermediate Leaver shall 'vest' as follows:

24.6.1. prior to the first Anniversary, zero per cent. shall be deemed to be "vested";

24.6.2. on the first Anniversary, 20 per cent. shall be deemed to be "vested"; and

24.6.3. thereafter, increasing on a straight line basis from 20 per cent. to 80 per cent. over the following three consecutive years with five per cent. of the Intermediate Leaver's total holding of D Ordinary Shares being deemed to "vest" over each three month period following the first Anniversary, such that 80 per cent. of the Intermediate Leaver's D Ordinary Shares shall be deemed to be "vested" on the fourth Anniversary provided that, upon the occurrence of an Exit, any D Ordinary Shares which have not "vested" shall be deemed to be "vested" D Ordinary Shares.

24.7. In respect of each Intermediate Leaver, "vesting" of his D Ordinary Shares shall cease on the day on which he becomes an Intermediate Leaver.

Payment of the Specified Price and Company's ability to require satisfaction of the Specified Price in Loan Notes

- 24.8. The Specified Price in respect of any Leaver Share shall, subject to Article 24.9, be paid in cash.
- 24.9. If the Remuneration & Senior Appointments Committee determines that the Group has insufficient cash (taking into account its trading obligations) to pay an Intermediate Leaver for the Intermediate Leaver's Leaver Shares, the Remuneration & Senior Appointments Committee may (acting reasonably), specify that some or all of the aggregate Specified Price paid or payable in respect of such Intermediate Leaver's Leaver Shares shall be satisfied in Loan Notes which shall be repayable on an Exit or, at the option of the Remuneration & Senior Appointments Committee, earlier and shall carry a coupon which shall accrue at a rate of the Bank of England base rate plus four per cent. per annum on the first Business Day of each relevant calendar quarter (compounding annually).
- 24.10. The Remuneration & Senior Appointments Committee may, at its discretion, specify that some or all of the aggregate Specified Price paid or payable in respect of a Bad Leaver's Leaver Shares shall be satisfied in Loan Notes which shall be repayable on an Exit or, at the option of the Remuneration & Senior Appointments Committee, earlier and shall carry a coupon which shall accrue at a rate of the Bank of England base rate plus two per cent. per annum on the first Business Day of each relevant calendar quarter (compounding annually).
- 24.11. Any Loan Notes issued under Articles 24.9 and 24.10 shall be on such other terms as the Remuneration & Senior Appointments Committee shall determine, including that:
- 24.11.1. all accrued interest shall be payable only on redemption of the Loan Note in respect of which it has accrued; and
- 24.11.2. all such Loan Notes shall be unsecured obligations of the relevant member of the Group which issues them,
- provided that the provisions of this Article 24.11 may be waived (in whole or in part) at the discretion of the Company (acting with Investor Consent).

Discretion of Remuneration & Senior Appointments Committee

- 24.12. The Remuneration & Senior Appointments Committee may, by notice in writing served on the Company and the Leaver (in the Compulsory Transfer Notice or otherwise) prior to the expiry of 11 months from the Leaver Termination Date:
- 24.12.1. specify that not all or none of the Leaver's D Ordinary Shares are to be transferred pursuant to this Article 24;
- 24.12.2. if not all of an Intermediate Leaver's D Ordinary Shares are to be transferred pursuant to this Article 24, specify which of the D Ordinary Shares to be transferred are Vested D Ordinary Shares and/or Unvested D Ordinary Shares;

- 24.12.3. specify that a Bad Leaver shall be deemed to be an Intermediate Leaver or a Good Leaver for the purposes of this Article 24;
- 24.12.4. specify that an Intermediate Leaver shall be deemed to be a Good Leaver for the purposes of this Article 24;
- 24.12.5. specify that a greater number of D Ordinary Shares have "vested" than that provided for under Articles 24.6 and 24.7; and/or
- 24.12.6. specify that the Specified Price is greater than that determined in accordance with Article 24.5.

Re-Categorisation of a Good Leaver or Intermediate Leaver as a Bad Leaver

- 24.13. In the event that a Leaver who, at the time any Leaver Shares are acquired from him pursuant to this Article 24, is, or is treated as, an Intermediate Leaver or a Good Leaver but then becomes a Bad Leaver under paragraph (b) of the definition of "Bad Leaver":
 - 24.13.1. the relevant Leaver shall be required to promptly make payment to the Company of an amount equal to the difference between the aggregate Specified Price at which the relevant Leaver Shares were transferred in accordance with this Article 24 and the aggregate price which would have applied at the time of such transfer had the Leaver been treated as a Bad Leaver at that time. Where the Leaver has been issued with Loan Notes in accordance with Articles 24.9 and 24.11, the Remuneration & Senior Appointments Committee may specify that the requirement to make payment under this Article 24.13.1 may be satisfied in whole or in part by the cancellation of the relevant amount of such Loan Notes; and
 - 24.13.2. if the relevant Leaver holds any D Ordinary Shares at such time:
 - (a) the provisions of this Article 24 shall (re-)apply to such D Ordinary Shares as if the date on which the Leaver became a Bad Leaver under paragraph (b) of the definition of "Bad Leaver" was another "Leaver Termination Date" of the relevant Leaver; and
 - (b) if a Compulsory Transfer Notice is served in respect of any of such D Ordinary Shares then an amount equal to the amount payable by the Leaver to the Company pursuant to Article 24.13.1 (if any) may be deducted from the aggregate Specified Price payable in respect of the relevant D Ordinary Shares and paid to the Company in settlement of such amount.

Company's ability to implement compulsory transfer by a Leaver and (if applicable) satisfaction of the Specified Price in Loan Notes

- 24.14. If, for any reason, a Leaver who has become bound to transfer Leaver Shares does not do so and/or a Leaver in respect of whom it has been specified that some or all of the aggregate Specified Price paid or payable in respect of his Leaver Shares is to be satisfied in Loan Notes fails to take any actions reasonably requested by the Remuneration & Senior Appointments Committee in connection therewith:
- 24.14.1. the Remuneration & Senior Appointments Committee shall authorise any person to, on the Leaver's behalf:
- (a) execute and deliver any necessary instrument(s) of transfer in respect of the Leaver Shares in favour of the relevant transferee(s) specified in the Compulsory Transfer Notice; and/or
 - (b) execute and deliver all such documents and do all such things in order to implement the satisfaction of the relevant amount of the aggregate Specified Price in Loan Notes;
- 24.14.2. in respect of a transfer of Leaver Shares, the Company shall receive the consideration in respect of the relevant Leaver Shares; and
- 24.14.3. the Remuneration & Senior Appointments Committee shall:
- (a) in respect of a transfer of transfer Leaver Shares, (subject to the instrument(s) of transfer being duly stamped, to the extent applicable) enter the name of the relevant transferee(s) in the Register of Members as the holder(s) of the relevant Leaver Shares; and
 - (b) in respect of the satisfaction of the relevant amount of the aggregate Specified Price in Loan Notes, procure that the name of the relevant Leaver is entered a register of noteholders of the issuing company as the holder of relevant Loan Notes.
- 24.15. The Remuneration & Senior Appointments Committee shall hold the consideration received by it in respect of a transfer of Leaver Shares pursuant to Article 24.14 in trust for the Leaver, subject to any deduction therefrom pursuant to Article 24.13.2(b), but shall not be bound to earn or pay interest thereon.
- 24.16. The issue of a receipt by the Company for the consideration in respect of the Leaver Shares and/or Loan Notes shall be a good receipt for the price for the relevant Leaver Shares and/or Loan Notes (as appropriate).
- 24.17. The Company shall apply the consideration received by it in respect of a transfer of Leaver Shares pursuant to Article 24.14 in payment to the Leaver, subject to any deduction therefrom pursuant to Article 24.13.2(b), against delivery by the Leaver of the certificate in respect of the Leaver Shares transferred (if any has been issued) (or an indemnity in respect thereof in form and substance acceptable to the Company).

24.18. After the name of:

24.18.1. the relevant transferee(s) has been entered in the Register of Members pursuant to Articles 24.14 to 24.17, the validity of such proceedings shall not be questioned by any person; and/or

24.18.2. the relevant Leaver has been entered in the relevant register of noteholders pursuant to Articles 24.14 to 24.17, the validity of such proceedings shall not be questioned by any person.

Rights attaching to any Shares retained by a Leaver

24.19. Notwithstanding any other provision of these Articles, if a Leaver retains any Shares, he shall have all the rights of and shall rank *pari passu* with the other holders of the class(es) of Shares held by him in respect of the relevant class of Shares, save that:

24.19.1. at any general meeting or class meeting of the Company at which he is entitled to vote in respect of the class(es) of Shares held by him, he shall be deemed to vote (whether on a poll or otherwise) in the same manner as the majority of votes cast at the relevant meeting by the holders of the relevant class(es) of Shares;

24.19.2. on a written resolution, he will be deemed to resolve in the same manner as the majority of the holders of the relevant class(es) of Shares;

24.19.3. in relation to any matter where the consent of the holders of the class(es) of Shares held by him is required, he shall be deemed to grant consent if the majority of the holders of the relevant class(es) of Shares grant such consent,

provided, in each case, that if there are no other holders of Shares of the same class(es) as those held by the Leaver, the Leaver shall be deemed to vote, resolve or consent (as applicable) in accordance with the instruction of the Company; and

24.19.4. on any transfer of a majority of the Shares of the same class(es) of Shares held by him in circumstances where an offer is made to him to acquire such Shares at a price which is not lower than the average price per Share payable to the holders of a majority of the relevant class(es) of Shares (or, if there are no other holders of Shares of the same class(es) as those held by the Leaver, of any equivalent class(es)), he shall be deemed to accept such offer and to transfer such Shares at the time and place specified by the offeror,

where any reference in Articles 24.19.1 to 24.19.4 to a "majority" shall be determined without taking into account any Shares held by the Leaver.

- 24.20. The Leaver hereby authorises and appoints any Director or the Company to sign any resolution, consent, instrument of transfer or other document and/or to take any other act in his name and on his behalf to implement all or any of the provisions of Article 24.19, provided that, in respect of any transfer made pursuant to Article 24.19.4, the Company shall retain on trust the proceeds of sale (but shall not be bound to earn or pay interest thereon) and shall account to the Leaver for such proceeds promptly on demand.

Company's ability to revoke a Compulsory Transfer Notice and issue a new Compulsory Transfer Notice

- 24.21. At any time after the service of a Compulsory Transfer Notice but before completion of the transfer of Leaver Shares referred to in such Compulsory Transfer Notice, the Company (acting with the consent of the Investors) may revoke the Compulsory Transfer Notice relating to such Leaver Shares, in which case the transfer of Leaver Shares contemplated by such Compulsory Transfer Notice shall not take place.
- 24.22. Revocation of a Compulsory Transfer Notice in accordance with Article 24.21 shall not preclude the service of a further Compulsory Transfer Notice in accordance with Article 24.1.

25. FAIR PRICE

- 25.1. "**Fair Price**" means the price per Leaver Share as at the date on which the relevant Manager became a Leaver agreed between such Manager and the Remuneration & Senior Appointments Committee within 21 days of service of the Compulsory Transfer Notice (or such longer period as the Remuneration & Senior Appointments Committee may determine acting reasonably).
- 25.2. In the absence of an agreement pursuant to Article 25.1 in relation to the price per Leaver Share, the "**Fair Price**" shall (subject to Articles 25.3 to 25.13) be:
- 25.2.1. the price as at the relevant date determined by a Valuer as being, in its opinion, the fair value of the relevant Leaver Share; or
- 25.2.2. if Fair Price in respect of another Manager's Leaver Shares has been determined by a Valuer pursuant to Article 25.2.1 within the six months prior to the date of the relevant Compulsory Transfer Notice, the Remuneration & Senior Appointments Committee may (in its absolute discretion) elect to use that valuation to determine the Fair Price, provided that, in the reasonable opinion of the Remuneration & Senior Appointments Committee, there has been no material change to such valuation,

and such price shall be final and binding on the relevant Leaver and the proposed transferee.

- 25.3. In making any determination of the fair value of any Leaver Shares, the Valuer shall:

25.3.1. determine the sum in cash that a willing buyer would offer to a willing seller for all of the issued Ordinary Shares, assuming that:

- (a) any Shares which are available to be allocated to employees and/or directors of and/or providers of services to the Group have been issued; and
- (b) any outstanding options or rights to acquire Shares have been exercised in full;

25.3.2. divide the resultant figure by the aggregate of:

- (a) the number of issued Ordinary Shares;
- (b) the number of Ordinary Shares which are available to be allocated to employees and/or directors of and/or providers of services to the Group; and
- (c) the number of Ordinary Shares which are subject to outstanding options or rights to acquire Ordinary Shares; and

25.3.3. make such adjustments as it considers necessary to allow for:

- (a) any rights attaching to the Ordinary Shares to be transferred which may be outstanding; and
- (b) any rights pursuant to which any person may call for the allotment or issue of Ordinary Shares or may exercise any right of conversion,

provided that:

- (i) there shall be no addition of any premium or subtraction of any discount in relation to:
 - (A) the size of the holding of the Leaver Shares which is the subject of the relevant transfer;
 - (B) any restrictions on the transferability of the Leaver Shares which are the subject of the relevant transfer; or
 - (C) any restrictions (including any absence) or enhancement of the voting rights of the Leaver Shares which are the subject of the relevant transfer arising only out of the provisions of the Shareholders' Agreement or these Articles; and
- (ii) the Valuer shall take into account any bona fide offer from any third party for the Company.

Engagement of Valuer

- 25.4. If the Fair Price cannot be agreed between a Leaver and the Company and a Valuer is to be appointed, the identity and terms of engagement of the Valuer shall be at the sole determination of the Remuneration & Senior Appointments Committee (acting reasonably) and shall not require the agreement of the relevant Leaver.
- 25.5. The Valuer shall be required to prepare a written determination and give written notice (including a copy) of such determination to the Company and the Leaver within a maximum of 15 Business Days of the matter being referred to the Valuer or such other period as the Valuer shall determine, being no longer than 20 Business Days.
- 25.6. If the Valuer becomes unwilling or incapable of acting, or does not deliver its written determination within the time required by Article 25.5 then:
- 25.6.1. either the Company or the Leaver may apply to the President of the Institute of Chartered Accountants in England and Wales to discharge the Valuer and to nominate a replacement Valuer with the required expertise; and
- 25.6.2. Articles 25.4 to 25.13 shall apply in relation to the new Valuer as if it were the first Valuer appointed.
- 25.7. The Company and the Leaver shall be entitled to make submissions to the Valuer and shall provide (or procure that others (including the Company) provide) the Valuer with such assistance and documents as the Valuer reasonably requires for the purpose of making its determination, subject to the Valuer agreeing to give such confidentiality undertakings as the Company may reasonably require.
- 25.8. The Valuer shall be required to take account of submissions made to it in accordance with Article 25.7, provided that the Valuer shall ignore any submissions received by it later than 10 Business Days after its appointment, or such other period as it shall determine, unless the same are furnished in response to a specific request from it.
- 25.9. To the extent not provided for by Articles 25.4 to 25.13, the Valuer (acting reasonably) may, in its discretion, determine such other procedures to assist with the conduct of its determination as it considers just or appropriate.
- 25.10. The Valuer shall act as an expert and not as an arbitrator.
- 25.11. The Valuer's written determination on the matters referred to it shall, in the absence of manifest error or fraud, be final and binding on the Company, the Leaver and the proposed transferee.

Costs of Valuer

25.12. The costs of any Valuer instructed pursuant to Article 25.2 shall be borne by the Company unless the relevant price per Leaver Share determined by the Valuer is less than 90 per cent. of the price proposed by the Company pursuant to Article 25.1, in which event, the costs of the Valuer shall be borne by the Company and the Leaver equally.

25.13. If any of the costs of the Valuer are to be borne by the Leaver then an amount equal to such costs may be deducted from the Specified Price and paid to the Valuer in settlement of such costs.

26. DRAG-ALONG

26.1. Subject to the other provisions of this Article 26 and to Article 27 (*Right of First Offer*) and 28 (*Tag-Along*):

26.1.1. at any time, the holders of the A Ordinary Shares and the B Ordinary Shares may, together, agree to sell or transfer more than 50 per cent. of the A Ordinary Shares and B Ordinary Shares then in issue;

26.1.2. during the period starting on the date that is five years from the Completion Date until and including the date which is seven years from the Completion Date:

(a) subject to Article 26.4.1, the holders of the A Ordinary Shares may agree to sell or transfer all of the A Ordinary Shares then in issue; or

(b) subject to Article 26.4.2, the holders of the B Ordinary Shares may agree to sell or transfer all of the B Ordinary Shares then in issue; and

26.1.3. following the date which is seven years from the Completion Date:

(a) the holders of the A Ordinary Shares may agree to sell or transfer all of the A Ordinary Shares then in issue; or

(b) the holders of the B Ordinary Shares may agree to sell or transfer all of the B Ordinary Shares then in issue,

(the "**Relevant Sale**") to any person whatsoever (together with persons acting in concert therewith and any person or entity nominated by such person(s)) (the "**Buyer**") and such persons referred to in one of the paragraphs above shall be together referred to as the "**Seller**".

26.2. A transaction shall only be a "Relevant Sale" for the purposes of this Article 26 if:

26.2.1. it is a bona fide transaction on arm's length terms;

- 26.2.2. it is a sale as part of a bona fide reorganisation for the purposes of facilitating a Sale, Listing, Liquidation or refinancing (including an acquisition of the Company by a new holding company in order to facilitate a Listing); or
- 26.2.3. in the event of a Relevant Sale under Article 26.1.2 or 26.1.3, Article 27 has first been complied with.
- 26.3. If a Relevant Sale becomes or is anticipated to become unconditional in all respects (save as to payment of the consideration), the Sellers may, by written notice to the Company served either before or no later than 60 days after the Relevant Sale becomes so unconditional, appoint the Company as their agent for the purposes of the operation of this Article 26 and require the Company (in its capacity as agent for the Sellers) to serve notices (each a "**Compulsory Acquisition Notice**") on, subject to Article 26.4, some or all of the members (as notified by the Sellers to the Company) (the "**Remainder Members**") requiring them to sell all (but not some only) of their Drag Shares to the Buyer on (subject to Article 26.5) terms no less favourable to the Remainder Members than those implemented between the Sellers and the Buyer, provided that a Remainder Member shall not be required to give any warranties or indemnities in the context of the Relevant Sale other than warranties that such Remainder Member has:
- 26.3.1. title to the Drag Shares to be transferred by it/him; and
- 26.3.2. capacity to enter into the transaction contemplated.
- 26.4. In the event of a Relevant Sale:
- 26.4.1. pursuant to Article 26.1.2(a), the Remainder Members shall only be required to sell their Drag Shares under the provisions of Article 26.3 if the aggregate price payable by the Buyer to the holders of the B Ordinary Shares (as calculated in accordance with Article 26.5 and including the full amounts of any deferred considerations which are payable, but for the avoidance of doubt excluding any contingent consideration) is equal to or greater than the amount which, when taken together with all previous positive Cash Flows to all past and present holders of B Ordinary Shares, will result in an aggregate return to such past and present holders of the B Ordinary Shares (taken as a group) equal to or greater than the Minimum Return; or
- 26.4.2. pursuant to Article 26.1.2(b), the Remainder Members shall only be required to sell their Drag Shares under the provisions of Article 26.3 if the aggregate price payable by the Buyer to the holders of the A Ordinary Shares (as calculated in accordance with Article 26.5 and including the full amounts of any deferred considerations which are payable, but for the avoidance of doubt excluding any contingent consideration) is equal to or greater than the amount which, when taken together with all previous

positive Cash Flows to all past and present holders of A Ordinary Shares will result in an aggregate return to such past and present holders of the A Ordinary Shares (taken as a group) equal to or greater than the Minimum Return.

- 26.5. The consideration payable to the Remainder Members pursuant to any Compulsory Acquisition Notices shall be a consideration per Drag Share (including any contingent or deferred consideration) (insofar as it can be ascertained at the date of the Compulsory Acquisition Notice) which is not less than the consideration per Share payable by the Buyer to the Sellers in respect of the Shares of the same (or an equivalent) class to be sold by them pursuant to the Relevant Sale (taking account of all consideration (whether cash, securities or otherwise) received or receivable by the Sellers in respect of such Shares under the Relevant Sale), and:
- 26.5.1. the consideration payable to the Remainder Members shall be in the same form, provided that (i) the parties exercising the drag can specify that members who are not holders of A Ordinary Shares or B Ordinary Shares shall receive cash and/or (ii) the Sellers shall use their reasonable endeavours to procure that the Buyer pays the Remainder Members who are holders of C Ordinary Shares and D Ordinary Shares sufficient cash consideration to enable them to satisfy their tax liability arising from the Relevant Sale;
 - 26.5.2. the consideration shall be paid at the same time (subject to Articles 26.11 to 26.15) and (without prejudice to Article 26.5.1) otherwise subject to the same payment terms as the relevant consideration is paid to the Sellers in respect of their Shares of the same (or an equivalent) class;
 - 26.5.3. it is acknowledged that the consideration payable to the Sellers may have been reduced by the Buyer agreeing to pay some or all of the costs associated with the Relevant Sale and the consideration per Share payable to the Remainder Members in respect of their Drag Shares shall be not less than the net amount per Share received by the Sellers in respect of their Shares of the same (or an equivalent) class; and
 - 26.5.4. any bona fide third party costs, fees and expenses properly incurred in connection with the Relevant Sale (including in connection with the operation of this Article 26) which are not borne by the Company or the Buyer shall be borne by the holders of the Ordinary Shares pro rata to the aggregate consideration payable to each of them for their Ordinary Shares and each such holder shall be paid his/its consideration therefor after deduction of his/its proportion of such costs, fees and expenses.
- 26.6. The Company shall serve the Compulsory Acquisition Notices forthwith upon being required to do so and the Remainder Members shall thereafter not be permitted to transfer their Drag Shares to any person except the Buyer, other than with Investor Consent.

- 26.7. Each Compulsory Acquisition Notice shall specify the same date (being not less than seven and not more than 21 days after the date of the Compulsory Acquisition Notice) for the completion of the relevant transfer of Drag Shares to the Buyer (the "**Proposed Compulsory Acquisition Completion Date**") and each Remainder Member shall deliver to the Buyer an executed instrument or instruments of transfer in favour of the Buyer, together with all certificates in respect of the Drag Shares to be sold by it/him pursuant to the Compulsory Acquisition Notice served on it/him, not less than one Business Day prior to the Proposed Compulsory Acquisition Completion Date.
- 26.8. The "**Compulsory Acquisition Completion Date**" shall be the date on which the Buyer completes the purchase of the Drag Shares, being a date:
- 26.8.1. on or after the Proposed Compulsory Acquisition Completion Date; and
- 26.8.2. on or after (but not before) the date on which the transfer(s) of Shares under the Relevant Sale completes.
- 26.9. The Buyer shall be ready and able to complete the purchase of all Drag Shares in respect of which a Compulsory Acquisition Notice has been given on the Proposed Compulsory Acquisition Completion Date.
- 26.10. Nothing in this Article 26 shall require the Buyer to offer equality of treatment as between Managers and their Permitted Transferees (if any) with respect to any opportunity to acquire securities in the Buyer or its affiliates.

Company's ability to implement transfers by Remainder Members

- 26.11. If, for any reason, a Remainder Member has not delivered to the Buyer the instrument or instruments of transfer in favour of the Buyer and certificates referred to in Article 26.7 within the timeframe specified therein:
- 26.11.1. the Directors shall authorise any person to execute and deliver, on his behalf, any necessary instrument(s) of transfer in respect of the relevant Drag Shares in favour of the Buyer;
- 26.11.2. the Company shall receive the consideration in respect of such Drag Shares; and
- 26.11.3. the Company shall (subject to the instrument(s) of transfer being duly stamped, to the extent applicable) cause the name of the Buyer to be entered into the Register of Members as the holder of the relevant Drag Shares.
- 26.12. The Company shall hold the consideration received by it under Article 26.11 in trust for the Remainder Member but shall not be bound to earn or pay interest thereon.

- 26.13. The issue of a receipt by the Company for the consideration shall be a good receipt for the price for the relevant Drag Shares.
- 26.14. The Company shall apply the consideration received by it in payment to the Remainder Member against delivery by the Remainder Member of the certificate(s) in respect of the Drag Shares transferred (if any has been issued) (or an indemnity in respect thereof in form and substance acceptable to the Company).
- 26.15. After the name of the Buyer, or the person identified by the Buyer, has been entered in the Register of Members in purported exercise of the aforesaid powers, the validity of such proceedings shall not be questioned by any person.

Ability to issue further Compulsory Acquisition Notices

- 26.16. For the avoidance of doubt, nothing in these Articles shall prevent the issue of a new Compulsory Acquisition Notice immediately prior to completion under or following the lapse or withdrawal of an existing Compulsory Acquisition Notice, in which case, such newly served Compulsory Acquisition Notice shall supersede and revoke the earlier Compulsory Acquisition Notice addressed to the relevant member, notwithstanding that the relevant acceptance and purchase period as may be designated in the original Compulsory Acquisition Notice may not have expired.

Only one Relevant Sale at any time

- 26.17. For the avoidance of doubt, the provisions of this Article 26 may only be operated in respect of one Relevant Sale process at any time.

27. RIGHT OF FIRST OFFER

- 27.1. Prior to the holders of the A Ordinary Shares or the B Ordinary Shares exercising their rights under Article 26.1.2 or 26.1.3 (the "**Proposed ROFO Seller**"), the right of first offer procedure set out in Articles 27.2 to 27.8 shall apply (a "**Proposed ROFO Sale**") in favour of the holders of the B Ordinary Shares or A Ordinary Shares (as applicable) (each a "**ROFO Recipient**").
- 27.2. Prior to any Proposed ROFO Sale, the Proposed ROFO Seller shall, by written notice to the Company, appoint the Company as his agent for the purposes of the operation of this Article 27.2 and require the Company (in its capacity as agent for the Proposed ROFO Seller) to notify the relevant ROFO Recipient in writing of the number of A Ordinary Shares or B Ordinary Shares (as applicable) (the "**ROFO Shares**") the Proposed ROFO Seller wishes to sell (such written notice being a "**ROFO Notice**").
- 27.3. The ROFO Recipient shall then have the right to make an offer within 30 days of receiving such ROFO Notice (the "**ROFO Period**") to acquire all of the ROFO Shares proposed to be transferred by the Proposed ROFO Seller at a price per ROFO Share set out in such offer (the "**ROFO Price**") (each offer a "**ROFO Offer**").

- 27.4. A ROFO Offer shall remain open for acceptance for not less than 10 Business Days.
- 27.5. During the ROFO Period, the Proposed ROFO Seller shall not transfer any of the ROFO Shares to any person other than with the written consent of the ROFO Recipient.
- 27.6. The Proposed ROFO Seller shall co-operate and provide all information reasonably requested by the ROFO Recipient which he is lawfully able to provide in connection with the Proposed ROFO Sale.
- 27.7. The Proposed ROFO Seller shall consider the ROFO Offer (if any) in good faith and may only accept a ROFO Offer in whole (and not part only).
- 27.8. If the Proposed ROFO Seller:
- 27.8.1. accepts the ROFO Offer then the ROFO Seller shall transfer the ROFO Shares to the ROFO Recipient and the provisions of Article 26 shall not apply to such transfer; or
- 27.8.2. does not accept the ROFO Offer then the Proposed ROFO Seller shall be entitled to transfer the ROFO Shares in accordance with and to operate the provisions of Article 26, provided (i) the consideration payable per ROFO Share in accordance with Article 26.5 is more than the ROFO Price and (ii) such transfer takes place within six months of the expiry of the ROFO Period.

28. TAG-ALONG

- 28.1. Subject to Article 28.13, unless the proposed transfer is a Permitted Transfer or made pursuant to Article 26 (*Drag-Along*) or Article 27 (*Right of First Offer*), if at any time:
- 28.1.1. the holders of the A Ordinary Shares and/or the B Ordinary Shares (the "**Proposed Sellers**") propose and are permitted by Article 26.1 (subject to Article 27 (*Right of First Offer*)) to sell to any bona fide third party on arm's length terms, in one or a series of transactions:
- (a) 50 per cent. or less of the issued Ordinary Shares and Preference Shares then held by the Original Investors (a "**Partial Tag Sale**"); or
- (b) more than 50 per cent. of the issued Ordinary Shares and Preference Shares then held by the Original Investors (a "**Full Tag Sale**"); or
- 28.1.2. either the holders of the A Ordinary Shares or the holders of the B Ordinary Shares (the "**Proposed Sellers**") propose to sell in one or a series of transactions more than 50 per cent. of the issued (i) A Ordinary

Shares or (ii) B Ordinary Shares (as applicable) held by the Proposed Sellers to the holders of the B Ordinary Shares or holders of the A Ordinary Shares (as applicable and whether pursuant to Article 27 (*Right of First Offer*) or otherwise) (an "**Investor Tag Sale**"),

(in each case a "**Proposed Sale**"), the Proposed Sellers shall, by written notice to the Company (a "**Tag Notice**"), appoint the Company as their agent for the purposes of the operation of this Article 28 and require the Company (in its capacity as agent for the Proposed Sellers) to give written notice to all of the members other than:

28.1.3. the Proposed Sellers;

28.1.4. if Minority Investor Consent is given to such exclusion, the Minority Investors;

28.1.5. in the case of an Investor Tag Sale, the Proposed Buyer, and

28.1.6. any member who has received a Compulsory Acquisition Notice which has not lapsed or been withdrawn,

(the "**Other Members**") of the Proposed Sale at least 10 Business Days prior to the proposed date of completion thereof.

28.2. A Tag Notice shall set out, to the extent not described in any accompanying documents:

28.2.1. the identity of the proposed buyer (the "**Proposed Buyer**");

28.2.2. the consideration and other terms and conditions of payment;

28.2.3. the proposed date of transfer, which shall be a date which is no later than 30 Business Days following the date of the Tag Notice; and

28.2.4. the number of Ordinary Shares and Preference Shares to be acquired by the Proposed Buyer from the Proposed Seller.

28.3. The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally offered to buy the Tag Proportion of the Tag Securities held by the Other Members on the same terms as would apply if the provisions of Article 26.5 (*Drag-Along*) were being operated in the context of a Relevant Sale of the Shares the sale of which triggers the obligation to serve a Tag Notice, provided that the consideration payable to the Other Members shall be in the same form and otherwise subject to the same payment terms as the relevant consideration is paid to the Proposed Sellers in respect of their Ordinary Shares and Preference Shares (if applicable), and the validity of a Proposed Sale or a Compulsory Acquisition Notice shall not be affected by members who are not holders of A Ordinary Shares or B Ordinary Shares being offered securities or other interests in the Proposed

Buyer or its affiliates or a cash alternative to consideration that would otherwise be paid in securities.

- 28.4. Such offer shall remain open for acceptance for not less than 10 Business Days.
- 28.5. The consideration shall be payable in full to the Other Members without any set off.
- 28.6. The Directors shall not register any transfer to the Proposed Buyer and the Proposed Buyer shall not be entitled to exercise or direct the exercise of any rights in respect of any Shares to be transferred to the Proposed Buyer until, in each case, the Proposed Buyer has fulfilled all of its obligations pursuant to this Article 29.
- 28.7. If, and for so long as, the Proposed Buyer fails to comply with the provisions of this Article 28, all Shares held by the Proposed Buyer (including any Shares held by the Proposed Buyer prior to the operation of this Article 28) shall (if they would otherwise have such rights) cease to confer on the Proposed Buyer any right to receive notice of, attend or vote at any general meeting or class meeting of the Company until the obligations of the Proposed Buyer under this Article 28 have been complied with.

Application of tag-along rights to transfers of shares in holding companies

- 28.8. Unless the transfer is to an Affiliate of an Investor, if there is a transfer of any part of the share capital of:

- 28.8.1. any Investor; or

- 28.8.2. any holding company of any Investor through which the private equity fund or similar or equivalent ultimate investing entity which (directly or indirectly) owns that Investor as at the date on which it first acquires Shares,

and such transfer, if it had occurred by way of an equivalent direct transfer of Shares would have required the relevant Investor to serve a Tag Notice on the Company, the relevant Investor shall unconditionally offer to purchase, and, if the offer is accepted, shall purchase such number of Shares from the Other Members on such terms, subject to Articles 28.9 to 28.12, as may be required to put the Other Members in the position they would have been in had the transfer which triggers the application of this Article 28.8 been a transfer of Shares held directly by the relevant Investor and made in accordance with Articles 28.2 to 28.7.

- 28.9. In relation to any Shares to be transferred on an application of Article 28.8, the price to be paid for such Shares shall be either:

- 28.9.1. as agreed between the relevant Investor and the proposed transferor within 10 Business Days of the date of the Tag Notice; or

- 28.9.2. in the absence of an agreement pursuant to Article 28.9.1 in relation to the price per Share, the price per Share shall be the price determined by a

Valuer as being, in its opinion, the fair value of the relevant Shares on the basis of a "look through" valuation:

- (a) based on the proportion of the Shares held directly by the relevant Investor;
- (b) reflecting the purchase price paid for the shares in the capital of the Investor or the holding company (as applicable); and
- (c) adjusted to reflect all assets of and liabilities in the Investor and (if applicable) the holding company which are not Shares or shares in the capital of the Investor or (if applicable) any intermediate holding company,

and applying the principles of Article 26.4 (*Drag-Along*) to determine the price per Share for the purposes of Article 28.8.

Engagement of Valuer

- 28.10. The provisions of Articles 25.4 to 25.13 (*Fair Price*) shall apply to valuation required pursuant to Article 28.9.2 *mutatis mutandis*.

Costs of Valuer

- 28.11. The costs of any Valuer instructed pursuant to Article 28.9.2 shall be borne by the Company unless the relevant value per Share determined by the Valuer is:

28.11.1. lower than;

28.11.2. equal to; or

28.11.3. less than 10 per cent. greater than,

the value proposed by the Investors pursuant to Article 28.9.1, in which event, the costs of the Valuer shall be borne by the proposed transferor.

- 28.12. If costs of the Valuer are to be borne by the proposed transferor then an amount equal to such costs may be deducted from the consideration payable to him pursuant to Articles 28.8 and 28.9 and paid to the Valuer in settlement of such costs.

No tag-along rights as part of or following a Listing

- 28.13. This Article 28 shall not apply to any transfer of Shares as part of or following a Listing, which shall be governed by the provisions of any lock-up agreement and/or orderly marketing agreement entered into in connection therewith.

PART F - CONFLICTS OF INTEREST

29. CONFLICTS OF INTEREST

29.1. The conflict of interest provisions contained in the Act, in particular section 173(2)(b), should be read in the light of the following Articles dealing with conflicts of interest.

29.2. If a situation arises in which a Director (the "**Conflicted Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) (a "**Conflict Situation**"), the following provisions shall apply:

29.2.1. the Directors (other than the Conflicted Director and any other Director with a similar interest who shall not be counted in the quorum at the meeting and shall not vote on the resolution); or

29.2.2. the members (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Ordinary Shares),

may resolve to authorise such Conflict Situation and the continuing performance by the Conflicted Director of his duties and confirm that the existence of such Conflict Situation shall not give rise to a breach of the duty of the Conflicted Director pursuant to section 175 of the Act. Any such authorisation may be subject to such conditions as the Directors or members (as applicable) may consider necessary or desirable.

29.3. Any proposed authorisation under Article 29.2 may only be given in respect of a matter which constitutes a Conflict Situation in which a Director who is not an Investor Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, if the Investors have given their consent to such authorisation.

29.4. In the execution of his duty to promote the success of the Company, it is acknowledged that each Investor Director shall be entitled to have regard to and take account of the interests of the person who has appointed him (the "**Appointer**") and any Affiliate of the Appointer and, in doing so, such Investor Director shall not have infringed his duty to exercise independent judgement in accordance with section 173 of the Act.

29.5. Notwithstanding Article 29.2, the existence of the following Conflict Situations relating to an Investor Director which do or may give rise to a conflict arising as a result of the relevant Investor Director's involvement with and/or relationship with his Appointer or any Affiliate of his Appointer and the investment strategy and operations of such Appointer or Affiliate shall be hereby authorised, without further approval being required by the Directors and/or the members (as appropriate) and consequently shall not give rise to a breach of duty to avoid conflicts of interest:

- 29.5.1. if the Investor Director is a shareholder in and/or member and/or partner and/or employee and/or director of the Appointer or any Affiliate of the Appointer or if the Investor Director has any economic interest in an investment fund in relation to which the Appointer or any Affiliate of the Appointer forms part of the relevant fund structure or owes any duty to the same;
- 29.5.2. if the Investor Director has an advisory relationship with a competitor of the Company;
- 29.5.3. if the Appointer or any Affiliate of the Appointer acquires a competitor of or a supplier to the Company or any other company within the Group or a material interest therein;
- 29.5.4. if the Appointer or any Affiliate of the Appointer or any other person connected with the Appointer wishes to take up an opportunity that had been offered to but declined by the Group;
- 29.5.5. if the Investor Director is appointed by the Appointer or any Affiliate of the Appointer or any other person connected with the Appointer or is otherwise appointed as a director of any other company outside the Group, including in a competitor to or supplier of the Company;
- ~~29.5.6. if the Group is considering a refinancing proposed by or supported by the Appointer or any Affiliate of the Appointer;~~
- 29.5.7. if the Investors wish to exit their investment in the Group by way of a Sale or Listing or a sale of assets by the Group or otherwise;
- 29.5.8. if an Investor Director accepts a benefit from a third party conferred by reason of his being a director of the Company or his doing (or not doing) anything as a director of the Company, provided such benefit falls within section 176(4) of the Act; and/or
- 29.5.9. if the Investors consent or withhold consent or give any direction pursuant to the Shareholders' Agreement and/or these Articles,

and the Investor Director shall be entitled to attend, be counted in the quorum and vote at any meeting of the Directors notwithstanding any such conflict or potential conflict.

- 29.6. Where an Investor Director obtains confidential information (other than through his position as a director of the Company) that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.

PART G – WINDING UP

30. WINDING UP

- 30.1. Subject to any rights or restrictions attached to any Shares (including those set out in Articles 3 (*Rights Attaching to the Preference Shares*) and 4 (*Rights Attaching to the Ordinary Shares*)) and the terms of any agreement between the members (or any of them) and the Company from time to time, if the Company is subject to a winding up, any liquidator appointed may, with the sanction of a special resolution of the Company and any other sanction required by the Insolvency Act 1986, divide among the members *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 members or different classes of members.
- 30.2. 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 members as he, with the like sanction, determines and determine the scope and terms of those trusts, but no member shall be compelled to accept any assets upon which there is a liability.

PART H – ADMINISTRATIVE ARRANGEMENTS

31. ADMINISTRATIVE ARRANGEMENTS

Means of communication to be used

- 31.1. Subject to the other terms of these Articles, anything sent or supplied by or to the Company under these Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of the Act to be sent or supplied by or to the Company.
- 31.2. Subject to the other terms of these 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.
- 31.3. A Director may agree with the Company that notices or documents sent to that Director in a particular way are to be deemed to have been received within a specified time of their being sent and for the specified time to be less than 48 hours.

Company seals

- 31.4. Any common seal may only be used by the authority of the Directors.
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- ~~31.5. The Directors may decide by what means and in what form any common seal is to be used.~~
- 31.6. 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.
- 31.7. For the purposes of Article 31.6, an "authorised person" is:
- 31.7.1. any director of the Company;
 - 31.7.2. the Company secretary (if any); or
 - 31.7.3. any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

No right to inspect accounts and other records

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

Provision for employees on cessation of business

- 31.9. 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.

PART I – SOCIAL PURPOSE

32. SOCIAL PURPOSE

- 32.1. The social purpose of the Company is to improve the quality of education delivery and student attainment by providing software, content and services to promote better efficiency, effectiveness and governance in educational establishments, including those that are accessible to the general public (the "**Social Purpose**").
 - 32.2. The Company exists to achieve commercial success in its chosen markets and to meet its obligations to Shareholders and other direct stakeholders including achieving appropriate financial returns in order to deliver the Social Purpose.
 - 32.3. In the event that any member of the Group's activities are contrary to or they significantly deviate from the Social Purpose, Nesta shall be entitled, by written notice to the Company (the "**Deviation Notice**"), to notify the Company of the requirement to remedy such deviation from the Social Purpose within 60 days of the Deviation Notice.
 - 32.4. If the Company fails to remedy such deviation from the Social Purpose to the satisfaction of Nesta within the time frame set out in Article 32.3, Nesta shall (notwithstanding any other provision of the Articles) have the right to transfer its Shares in accordance with provisions of Article 33 (*Social Purpose Right of First Refusal*).
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33. SOCIAL PURPOSE RIGHT OF FIRST REFUSAL

- 33.1. In the circumstances referred to in Article 32.4 above, Nesta shall notify the Company in writing (a "**Transfer Notice**") within 30 days that it intends to dispose of all of the Shares held by Nesta, provided however that Nesta may not offer any Shares to any person who is a Prohibited Person.
- 33.2. The Transfer Notice shall:
 - 33.2.1. contain the number of Shares proposed to be offered for sale which shall be all of the Shares held by Nesta (the "**Sale Shares**");
 - 33.2.2. contain the details of the proposed purchaser of the Sale Shares;
 - 33.2.3. contain the details of the proposed purchase price of the Sale Shares (the "**Sale Price**"); and
 - 33.2.4. constitute the Directors as the agent of Nesta for the offer and sale of the Sale Shares to the other holders of Ordinary Shares.
- 33.3. Upon receipt by the Company of a Transfer Notice, the Directors shall forthwith give written notice to the holders of Ordinary Shares (other than Nesta) of the numbers and descriptions of the Sale Shares and the Sale Price, inviting each such holder to state by notice in writing to the Company within 30 days (the "**Offer Period**")

whether he is willing to purchase any and, if so, what maximum number of the Sale Shares ("**Maximum**") he is willing to purchase, and shall also forthwith give a copy of such notice to Nesta. Offers must be made for an equal proportion of each class of Sale Share offered. A person who, pursuant to such a notice, expresses a willingness to purchase any Sale Shares is referred to below as a "**Purchaser**".

- 33.4. Within 10 days of the expiration of the Offer Period the Directors shall allocate the Sale Shares to or amongst the Purchasers and, in the case of competition, such allocations shall be made pro rata to the number of Ordinary Shares held by them but individual allocations shall not exceed the Maximum which the relevant person has expressed a willingness to purchase.
- 33.5. The Purchasers to or amongst whom such allocation has been made shall be bound to pay to the Company (as agent for Nesta), within 30 days after the allocation has been made, the Sale Price for, and to accept a transfer of, the Sale Shares so allocated to them respectively and Nesta shall be bound forthwith upon payment of the Sale Price as aforesaid to deliver to the Company (as agent for the Purchasers) such documents as are required to transfer such shares to the respective Purchasers.
- 33.6. If in any case Nesta, after having become bound to transfer Sale Shares as aforesaid, does not do so, the Company may receive the Sale Price and the Directors may appoint any person to execute instruments of transfer in respect of such Sale Shares in favour of the Purchasers and shall thereupon, subject to such transfers being properly stamped (if applicable), cause the name of each of the Purchasers to be entered in the Register of Members as the holder of those Sale Shares allocated to him as aforesaid and shall hold the Sale Price in trust for the proposing transferor. The issue of a receipt by the Company therefor shall be a good discharge to the Purchasers and after their names have been entered in the Register of Members in exercise of the aforesaid power, the validity of the transactions shall not be questioned by any person.
- 33.7. If, at the expiration of the period of 10 days referred to in Article 33.4 above, any of the Sale Shares have not been allocated in accordance with the provisions of this Article 33, Nesta may at any time within a period of 60 days after the expiration of the said period of 10 days referred to in Article 33.4 above transfer such unallocated Sale Shares to any other person who is not a Prohibited Person at any price not being less than the Sale Price, provided that the Directors may require to be satisfied on reasonable grounds that such unallocated Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated without any deduction, rebate or allowance whatsoever to the proposed transferee(s) and if not so satisfied may refuse to register the instrument of transfer and provided that it shall be a condition of transfer that the transferee adhere to the Shareholders' Agreement in the capacity of Nesta.

SCHEDULE 1 - RIGHTS ATTACHING TO THE PREFERENCE SHARES

1. INCOME

- 1.1. Each Preference Share shall confer upon the holder thereof the right to receive a preferential cash dividend of an amount equal to 10 per cent. per annum of the Subscription Price of such Preference Share (the "**Preference Dividend**").
- 1.2. The Preference Dividend shall accrue on each Preference Share from day to day.
- 1.3. To the extent that the Preference Dividend is not paid, the amount of unpaid Preference Dividend shall compound on the anniversary of the date of adoption of these Articles in each year (and, for the avoidance of doubt, shall itself attract a Preference Dividend).

CAPITAL

The capital and assets of the Company on a winding up or other return of capital available for distribution to the members of the Company shall be applied, in priority to any payment to the holders of the Ordinary Shares, in paying to each holder of Preference Shares an amount equal to the Subscription Price of each Preference Share held by it/him plus any accrued (but unpaid) Preference Dividend in respect of each such Preference Share.

2. FURTHER PARTICIPATION

Save as provided in paragraph **Error! Reference source not found.**, no Preference Share shall entitle the holder thereof to any further participation in the profits or assets of the Company.

3. VOTING

- 3.1. Subject to paragraph 3.2, no Preference Share shall entitle the holder thereof to receive notice of, attend, speak or vote at any general meeting of the Company or in respect of any written resolution of the Company.
- 3.2. If the business of any general meeting or written resolution of the Company includes a resolution:
 - 3.2.1. for the winding up of the Company;
 - 3.2.2. for the appointment of an administrator or the approval of a voluntary arrangement with some or all of the Company's creditors;
 - 3.2.3. for a reduction in the share capital of the Company in order to make a payment out of capital to one or more Shareholders; and/or
 - 3.2.4. which adversely alters, varies or abrogates any of the rights attaching to the Preference Shares,

then the Preference Shares shall entitle the holder(s) thereof to receive notice of, attend, speak and vote at such general meeting or in respect of such written resolution (as appropriate) in accordance with paragraph 3.3, but only on any such resolution.

3.3. On any matter on which the holders of the Preference Shares are entitled to vote, on:

3.3.1. a show of hands, every holder of Preference Shares who is present (in person or by proxy or, in the case of body corporate, by a duly authorised representative) shall have one vote; and

3.3.2. a poll or a written resolution, every holder of Preference Shares shall have one vote for every Preference Share held by it/him.

SCHEDULE 2 – DEFINITIONS AND INTERPRETATION

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

"Act" has the meaning given to it in Article 1 (*Constitution*);

"acting in concert" has the meaning given to it in the City Code on Takeovers and Mergers;

"Affiliate" means, in relation to an Investor:

- (a) any Group Undertaking of the Original Investors;
- (b) in respect of the members holding B Ordinary Shares from time to time:
 - (i) to any unitholder, shareholder, partner, participant, manager or adviser (or any employee or director of any such manager or adviser or of any company which is the subsidiary company, holding company or another subsidiary of the holding company of, or is associated with, such manager or adviser) in or of any of the members holding B Ordinary Shares or of CBPE Capital Fund IX A LP, CBPE Capital Fund IX B LP, CBPE Capital IX GP LLP and CBPE Capital LLP (in its capacity as advisor and manager of CBPE Capital Fund IX); or
 - (ii) to a nominee or custodian of, or to any company which is the subsidiary company, holding company or another subsidiary of the holding company of, the transferor or any of the persons referred to in subparagraph (i) of this limb (b),

in each case, excluding any portfolio company thereof and, for the avoidance of doubt, a person shall not be treated as an Affiliate for the purposes of these Articles if the relationship by reference to which they would otherwise be entitled to be treated as an Affiliate was entered into for the purpose of being so treated;

"Anniversary" means the anniversary of the earliest date upon which the relevant Leaver or his Permitted Transferee(s) first became a member;

"A Ordinary Shares" means A ordinary shares of £0.01 each in the capital of the Company, having the rights and the restrictions given to such shares as set out in these Articles;

"Appointer" has the meaning given to it in Article 29.4 (*Conflicts of Interest*);

"A Total Investment" means the total amount, expressed in Sterling, paid to any member(s) of the Group by all past and present holders of the A Ordinary Shares (as a group) in respect of the subscription for any securities issued by any member(s) of the Group, being the aggregate of all negative Cash Flows in respect of the holders of the A Ordinary Shares (as a group);

"authorised person" has the meaning given to it in Article 31.7 (*Administrative Arrangements*);

"Bad Leaver" means:

- (a) a Leaver where the cessation of employment and/or appointment as a director and/or provision of services is as a result of the relevant person:
 - (i) resigning or terminating his Service Agreement, other than pursuant to limbs (a) to (d) of the definition of Good Leaver or in circumstances that are determined by an employment tribunal or court to be or to amount to constructive dismissal or, in the case of a non-executive director only, to a repudiatory breach by the Group of his contract of employment or appointment as a director;
 - (ii) being summarily dismissed or having his engagement with the relevant member(s) of the Group terminated for cause where "cause" shall mean: the lawful termination of that person's contract of employment or consultancy as a consequence of that person's misconduct in circumstances where the member(s) of the Group by which he was employed or of which he was a director of or to which he provided services is not liable to pay him compensation for breach of contract in relation to the cessation of his employment, directorship or provision of services (for the avoidance of doubt, excluding any compensation required by statute or statutory instrument); or
- (b) a Leaver who became a Leaver in circumstances where he was, or was treated as, a Good Leaver or an Intermediate Leaver but:
 - (i) who breaches any of the restrictive covenants contained in the Shareholders' Agreement and/or his Service Agreement; and/or
 - (ii) in respect of whom, within 12 months of having been so treated, it subsequently emerges that, prior to becoming a Leaver, circumstances existed which would have entitled the relevant member(s) of the Group to terminate his Service Agreement as a Bad Leaver;

"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;

"Beneficial Owners" has the meaning given to it in the Shareholders' Agreement;

"Board" means the board of Directors from time to time;

"B Ordinary Shares" means B ordinary shares of £0.01 each in the capital of the Company, having the rights and the restrictions given to such shares as set out in these Articles;

"B Total Investment" means the total amount, expressed in Sterling, paid to any member(s) of the Group by all past and present holders of the B Ordinary Shares (as a group) in respect of the subscription for any securities issued by any member(s) of the Group, being the aggregate of all negative Cash Flows in respect of the holders of the B Ordinary Shares (as a group);

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general banking business in London;

"Buyer" has the meaning given to it in Article 26.1 (*Drag-Along*);

"call" shall have the meaning given to it Article 7.9 (*Nil and Partly Paid Shares*);

"call notice" shall have the meaning given to it Article 7.9 (*Nil and Partly Paid Shares*);

"call payment date" shall have the meaning given to it Article 7.19.1 (*Nil and Partly Paid Shares*);

"capitalised sum" has the meaning given to it in Article 9.1.2 (*Capitalisation of Profits*);

"Cash Flows" means:

- (a) subscription monies paid in respect of any Shares or other securities issued by a member of the Group (excluding any securities which reflect bank debt such as senior or mezzanine lending and/or bonds, in each case as reasonably determined by the Directors), whether subscribed for at or around the Completion Date or resulting from any Fresh Issue;
- (b) dividends or interest received prior to the Compulsory Acquisition Completion Date in respect of any Shares or other securities issued by a member of the Group (excluding any securities which reflect bank debt such as senior or mezzanine lending and/or bonds, in each case as reasonably determined by the Directors), whether subscribed for at or around the Completion Date or resulting from any Fresh Issue;
- (c) redemption monies received prior to the Compulsory Acquisition Completion Date in respect of any Shares or other securities issued by a member of the Group (excluding any securities which reflect bank debt such as senior or mezzanine lending and/or bonds, in each case as reasonably determined by the Directors) whether subscribed for at or around the Completion Date or resulting from any Fresh Issue; and
- (d) monies received on a return of capital prior to the Compulsory Acquisition Completion Date in respect of any Shares or other securities issued by a member of the Group (excluding any securities which reflect bank debt such as senior or mezzanine lending and/or bonds, in each case as reasonably determined by the Directors) whether subscribed for at or around the Completion Date or resulting from any Fresh Issue,

provided that no payment to or by any member shall be counted more than once and where payments to a member will be treated as positive (i.e. as set out in limbs (b) to (d) above) and payments by a member will be treated as negative (i.e. as set out in limb (a) above) (and, for the avoidance of doubt, the value of the Shares at the relevant time will not be included within the meaning of Cash Flow);

"CBPE" means CBPE Capital LLP;

"CBPE Directors" has the meaning given to it in Article 14.2.3, any one being a **"CBPE Director"**;

"chairman" means the person chairing a Directors' meeting in accordance with Article 13 (*Decision-making by Directors*);

"chairman of the meeting" has the meaning given to it in Article 10.11 (*Organisation*);

"C Ordinary Shares" means C ordinary shares of £0.01 each in the capital of the Company, having the rights and the restrictions given to such shares as set out in these Articles;

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

"Company's lien" shall have the meaning given to it Article 7.1 (*Nil and Partly Paid Shares*);

"Completion Date" means the date of adoption of these Articles;

"Compulsory Acquisition Completion Date" has the meaning given to it in Article 26.8 (*Drag-Along*);

"Compulsory Acquisition Notice" has the meaning given to it in Article 26.3 (*Drag-Along*);

"Compulsory Transfer Notice" has the meaning given to it in Article 24.1 (*Compulsory Transfers by Leavers*);

"Conflict Situation" has the meaning given to it in Article 29.2 (*Conflicts of Interest*);

"Conflicted Director" has the meaning given to it in Article 29.2 (*Conflicts of Interest*);

"connected" has (unless the context requires otherwise) the meaning given to it sections 1122 and 1123 of the Corporation Tax Act 2010 (but, for the avoidance of doubt, a person shall not be "connected" with another person solely by reason of them both being members and acting in accordance with the terms of these Articles);

"Cost" means the price per share paid for the relevant Leaver Share by the first of the relevant Manager or his Permitted Transferee(s) (if any) to acquire such Share;

"Defaulting Member" has the meaning given to it in Article 23.2 (*Permitted Transfers*);

"Directors" means the directors of the Company from time to time and **"Director"** shall be construed accordingly;

"Distributable Profits" has the meaning given to it in section 736 of the Act;

"distribution recipient" has the meaning given to it in Article 8.9 (*Dividends and distributions*);

"D Ordinary Shares" means D ordinary shares of £0.01 each in the capital of the Company, having the rights and the restrictions given to such shares as set out in these Articles;

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

"Drag Shares" means, in respect of each Remainder Member, all of the Shares held by that Remainder Member which will not be repaid or redeemed in full in connection with the Relevant Sale and **"Drag Share"** shall be construed accordingly;

"EBT" means an employee benefit trust of the Group;

"electronic form" has the meaning given in section 1168 of the Act;

"eligible Directors" has the meaning given to it in Article 13.7 (*Decision-making by Directors*);

"employees' share scheme" has the meaning given to it in section 1166 of the Act;

"Equity Shares" means the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares taken together as one class;

"Exit" means a Sale or Listing;

"Fair Price" means the price per Share agreed or determined in accordance with Article 25.1 or 25.2 (*Fair Price*) (as appropriate);

"Family Settlement" means, in respect of any member, any trust or trusts (whether arising under a settlement *inter vivos* or a testamentary disposition by whomsoever made or on intestacy) under which no immediate beneficial interest in the Shares in question is, for the time being, vested in any person other than that member and/or his Privileged Relations;

"Finance Documents" means such documents as may be entered into by a member of the Group in relation to borrowings or security for borrowings by any member of the Group and specified by the Investor Directors as a "Finance Document" from time to time;

"Fresh Issue" means any shares, loan notes, deep discount bonds, debenture or other security of a member of the Group (excluding any securities which reflect bank debt such

as senior or mezzanine lending and/or bonds, in each case as reasonably determined by the Directors) subscribed for by an A Ordinary Shareholder or a B Ordinary Shareholder subsequent to the Completion Date;

"Full Tag Sale" has the meaning given in Article **Error! Reference source not found.**;

"fully paid" means, in relation to a Share, 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" means a Leaver where the cessation of employment and/or appointment as a director and/or provision of services is as a result of any of the following circumstances applying to the relevant person:

- (a) retirement on or after reaching retirement age in accordance with the terms of his Service Agreement;
- (b) death;
- (c) ill health or permanent mental or physical incapacity;
- (d) resignation or termination by the Leaver of his Service Agreement in order to care for a parent, spouse, partner, brother, sister or any lineal descendant who is suffering from severe and/or persistent illness or disablement and requiring substantially full-time care (such illness or disablement manifesting itself after the date of adoption of these Articles);
- (e) in circumstances that are determined by an employment tribunal or court to be or to amount to wrongful dismissal (save for wrongful dismissal arising out of an administrative or procedural mistake or error by the Group); or
- (f) the Remuneration & Senior Appointments Committee having determined, pursuant to Article 24.12.3 (*Compulsory Transfers by Leavers*), that, notwithstanding that he would otherwise be a Bad Leaver or an Intermediate Leaver, he be treated as a Good Leaver;

"Group" means the Company, any new direct or indirect holding company of the Company established for the purposes of facilitating a Listing, and, in each case, each of its subsidiaries from time to time and **"member of the Group"** shall be construed accordingly;

"Group Undertaking" means, in relation to any body corporate, any (direct or indirect) holding company or (direct or indirect) subsidiary of, or any (direct or indirect) subsidiary of any (direct or indirect) holding company of, that body corporate;

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

"holder" means, in relation to Shares, the person whose name is entered in the Register of Members as the holder of the Shares and **"holds"**, in relation to Shares, shall be construed accordingly;

"holding company" has the meaning given to it in section 1159 of the Act and shall include "parent undertaking" as defined in section 1162 of the Act;

"instrument" means a document in hard copy form;

"Intermediate Leaver" means:

- (a) any Leaver other than a Bad Leaver or a Good Leaver; or
- (b) any Leaver in respect of whom the Remuneration & Senior Appointments Committee has made a determination pursuant to Article 24.12.3 (Compulsory *Transfers by Leavers*) that, notwithstanding that he may otherwise be a Bad Leaver, he be treated as an Intermediate Leaver;

"Investor Directors" means the Isfield Director and the CBPE Directors;

"Investor Consent" means consent of the members holding in excess of 50 per cent. of the A Ordinary Shares and of the members holding in excess of 50 per cent. of the B Ordinary Shares from time to time in issue;

"Investors" has the meaning given to it in the Shareholders' Agreement;

"Investor Tag Sale" has the meaning given to it in Article 28.1.2 (*Tag-Along*);

"Isfield Directors" has the meaning given to it in Article 14.2.3, any one being an **"Isfield Director"**;

"Leaver" means any holder of Shares who is, or any holder of Shares who is a Privileged Relation or Family Settlement of a person who is, employed by and/or a director of and/or a provider of services to a member of the Group from time to time and who:

- (a) serves or is served with notice of termination of his employment and/or directorships and/or the arrangements under which he provides services with all members of the Group by whom he is employed or of which he is a director or to which he provides services;
- (b) executes a settlement or compromise (or similar) agreement with all members of the Group by whom he is employed or of which he is a director or to which he provides services;
- (c) dies;
- (d) ceases to be an employee and/or director of and/or provider of services to all members of the Group by whom he is employed or of which he is a director or to which he provides services (whether or not his contract is validly terminated and/or whether or not such termination is lawful, wrongful or unfair or otherwise); or

- (e) ceases to be an employee and/or director of and/or provider of services to all members of the Group by whom he is employed or of which he is a director or to which he provides services because such members of the Group cease to be members of the Group and does not continue (or is not immediately re-employed, re-appointed or re-engaged) as an employee and/or director of and/or provider of services to any remaining member of the Group.

Any reference in these Articles to a Leaver shall include any person who becomes entitled to a Leaver's Shares by transmission to a person following the death or bankruptcy of a Leaver;

"Leaver Shares" has the meaning given to it in Article 24.2.1 (*Compulsory Transfers by Leavers*);

"Leaver Termination Date" means, in respect of any Leaver, the later of the date upon which:

- (a) the contract of employment with or appointment as director of or the provision of services by the relevant Leaver to all members of the Group by whom he was employed or of which he was a director or to which he provided services terminated; and
- (b) the relevant Leaver ceased to be employed by or a director of or provider of services to all members of the Group by whom he was employed or of which he was a director or to which he provided services,

in each case whether or not such termination or cessation was lawful, wrongful, unfair or otherwise;

"Liquidation" means the making of a winding up order by a court of competent jurisdiction or the passing of a resolution by the members that the Company be wound up;

"ListCo" means the Company or a new direct or indirect holding company of the Company established for the purposes of facilitating a Listing;

"Listing" means the admission of all or any of the equity shares of ListCo, or securities representing those shares (including depositary interests, receipts or shares and/or other instruments), to the Official List of the United Kingdom Listing Authority and/or to the main market or the AIM market operated by the London Stock Exchange or to any other Recognised Investment Exchange (as such term is defined in section 285 of the Financial Services and Markets Act 2000) or to any investment exchange which meets the criteria specified in Part I or which is specified in Part II or Part III of schedule 3 of The Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 becoming effective and **"List"** and **"Listed"** shall be construed accordingly;

"Loan Notes" means loan notes issued by a member of the Group or an EBT;

"London Stock Exchange" means London Stock Exchange PLC or any successor body;

"Manager" has the meaning given to it in the Shareholders' Agreement;

"Maximum" has the meaning given to it in Article 33.3 (*Social Purpose Right of First Refusal*);

"member" means a person (whether an individual or a corporation) who holds Shares;

"Minimum Return" means an amount equal to the A Total Investment or B Total Investment (as applicable) multiplied by two;

"Minority Investor Consent" has the meaning given to it in the Shareholders' Agreement;

"Nesta" means, together, Nesta GP and Nesta Partners;

"Nesta GP" means Nesta GP Limited (registered no. 08231985);

"Nesta Partners" means Nesta Partners Limited (registered no. 06618114);

"Observer" means any person designated as such pursuant to Article 17.1 (*Observers*) and **"Observers"** shall be construed accordingly;

"Offer Period" has the meaning given to it in Article 33.3 (*Social Purpose Right of First Refusal*);

~~**"ordinary resolution"** has the meaning given to it in section 282 of the Act;~~

"Ordinary Shares" means the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares and D Ordinary Shares taken together as one class;

"Original Investors" has the meaning given to it in the Shareholders' Agreement;

"Other Members" has the meaning given to it in Article 28.1 (*Tag-Along*);

"paid" means paid or credited as paid;

"Partial Tag Sale" has the meaning given in Article **Error! Reference source not found.**;

"participate" means, in relation to a Directors' meeting, participation in a Directors' meeting in accordance with Articles 13.12 and 13.13 (*Decision-making by Directors - Participation in Directors' meetings*);

"Permitted Transfer" means a transfer of Shares pursuant to Article 23 (*Permitted Transfers*);

"Permitted Transferee" means, in respect of any member (or the holder of the beneficial interest in any A Ordinary Shares in accordance with Article 23.1.8), any Privileged Relation or Family Settlement of that member (or the holder of the beneficial interest in any A Ordinary Shares in accordance with Article 23.1.8), including any Privileged Relation or Family Settlement who or which has acquired Shares other than by way of a transfer from that member (or the holder of the beneficial interest in any A Ordinary Shares in

accordance with Article 23.1.8), and **"Permitted Transferees"** shall be construed accordingly;

"persons entitled" has the meaning given to it in Article 9.1.2 (*Capitalisation of Profits*);

"Preference Dividend" has the meaning given to it in paragraph 1.1 of Schedule 1 (*Rights Attaching to the Preference Shares*);

"Preference Shares" means preference shares of £0.001 each in the capital of the Company, having the rights and the restrictions given to such shares as set out in these Articles;

"Privileged Relation" means, in respect of any member:

- (a) the parent, spouse, brother or sister of the member; or
- (b) any lineal descendant of the member and, for this purpose, the step-child or adopted child of any person shall be deemed to be that person's lineal descendant;

"Prohibited Person" has the meaning given to it in the Shareholders' Agreement;

"Proposed Buyer" has the meaning given to it in Article 28.2.1 (*Tag-Along*);

"Proposed Compulsory Acquisition Completion Date" has the meaning given to it in Article 26.7 (*Drag-Along*);

"Proposed ROFO Sale" has the meaning given to it in Article 27.1 (*Right of First Offer*);

"Proposed ROFO Seller" has the meaning given to it in Article 27.1 (*Right of First Offer*);

"Proposed Sale" has the meaning given to it in Article 28.1 (*Tag-Along*);

"Proposed Sellers" has the meaning given to it in Article 28.1 (*Tag-Along*) (as applicable);

"proxy notice" has the meaning given to it in Article 11.7 (*Voting*);

"Purchaser" has the meaning given to it in Article 33.3 (*Social Purpose Right of First Refusal*);

"Register of Members" means the register of members kept by the Company pursuant to section 113 of the Act;

"Registered Office" means the registered office of the Company from time to time;

"relevant officer" has the meaning given to it in Article 21.1 or 21.2 (*Indemnity and Insurance*) (as appropriate);

"relevant loss" has the meaning given to it in Article 21.2 (*Indemnity and Insurance*);

"**relevant rate**" shall have the meaning given to it Article 7.19.2 (*Nil and Partly Paid Shares*);

"**Relevant Sale**" has the meaning given to it in Article 26.1 (*Drag-Along*);

"**Remainder Members**" has the meaning given to it in Article 26.3 (*Drag-Along*);

"**Remuneration & Senior Appointments Committee**" means the remuneration & senior appointments committee of the Company constituted in accordance with clause 10.1 (*Remuneration and Senior Appointments Committee and Audit & Risk Committee*) of the Shareholders' Agreement;

"**ROFO Notice**" has the meaning given to it in Article 27.2 (*Right of First Offer*);

"**ROFO Offer**" has the meaning given to it in Article 27.3 (*Right of First Offer*);

"**ROFO Period**" has the meaning given to it in Article 27.3 (*Right of First Offer*);

"**ROFO Price**" has the meaning given to it in Article 27.3 (*Right of First Offer*);

"**ROFO Recipient**" has the meaning given to it in Article 27.1 (*Right of First Offer*);

"**ROFO Shares**" has the meaning given to it in Article 27.2 (*Right of First Offer*);

~~"**Sale**" means the acquisition by any person or persons who in relation to each other are~~
acting in concert (other than the Original Investors and any of their Affiliates) of 50 per cent. or more of the issued Ordinary Shares;

"**Sale Price**" has the meaning given to it in Article 33.2.3 (*Social Purpose Right of First Refusal*);

"**Sale Shares**" has the meaning given to it in Article 33.2.1 (*Social Purpose Right of First Refusal*);

"**Sellers**" has the meaning given to it in Article 26.1 (*Drag-Along*);

"**Service Agreement**" means an employment or service agreement or contract of or for services with a member or members of the Group;

"**Shareholders' Agreement**" means the shareholders' agreement entered into by the Company and others on or around the date of adoption of these Articles;

"**Shares**" means shares in the capital of the Company;

"**Social Purpose**" has the meaning given to it in Article 32.1;

"**special resolution**" has the meaning given to it in section 283 of the Act;

"**Specified Category**" means:

- (a) existing or prospective employees and/or directors of and/or providers of services to the Group;
- (b) a person to hold as nominee on behalf of existing or prospective employees and/or directors of and/or providers of services to the Group; [and/or]
- (c) the trustee(s) of an EBT; and/or
- (d) the Company,

in each case, as determined by the Remuneration & Senior Appointments Committee (acting in good faith and with the consent of the Investors), failing which, to other holders of D Ordinary Shares;

"Specified Price" has the meaning given to it in Article 24.2.2 (*Compulsory Transfers by Leavers*);

"Subscription Price" means, in respect of each Share, the amount paid therefor (including any premium) on its issue by the Company;

"subsidiary" has the meaning given to it in section 1159 of the Act and shall include "subsidiary undertaking" as defined in section 1162 of the Act;

"Tag Notice" has the meaning given to it in Article 28.1 (*Tag-Along*);

"Tag Proportion" means:

- (a) in respect of each class of debt and/or equity securities in the Group which is the subject of a Partial Tag Sale, the proportion which the securities of that class which are being sold by the Proposed Sellers as part of the Proposed Sale represents of the total number of such (or equivalent) class of securities held by, together, the holders of the A Ordinary Shares and the holders of the B Ordinary Shares immediately prior to the Proposed Sale. For this purpose, the A Ordinary Shares and the B Ordinary Shares shall be deemed to be, and treated as, securities of an equivalent class;
- (b) in respect of each class of debt and/or equity securities in the Group which is the subject of a Full Tag Sale, 100 per cent.; and
- (c) in respect of each class of debt and/or equity securities in the Group which is the subject of an Investor Tag Sale (i) the proportion (as a percentage) which the securities of that class which are being sold by the Proposed Sellers as part of the Proposed Sale represents of the Proposed Sellers' total holding of such (or equivalent) class of securities immediately prior to the Proposed Sale less (ii) fifty per cent.;

"Tag Securities" means, in respect of each Other Member, the debt and/or equity securities in the Group held by that Other Member of the same (or an equivalent) class as

the debt and/or equity securities in the Group to be sold by the Proposed Sellers as part of the Proposed Sale where:

- (a) in respect of a Partial Tag Sale, the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall be deemed to be, and treated as, securities of an equivalent class; and
- (b) in respect of a Full Tag Sale and an Investor Tag Sale, the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Shares shall be deemed to be, and treated as, securities of an equivalent class,

and for the avoidance of doubt Tag Securities shall also include any Loan Notes issued pursuant to Article 24.10 or 24.11;

"Transfer Notice" has the meaning given in Article 33.1 (*Social Purpose Right of First Refusal*);

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

"Unvested D Ordinary Shares" means the percentage of D Ordinary Shares which are "unvested" in accordance with Articles 24.6 and 24.7 (*Compulsory Transfers by Leavers*);

"Valuer" means an independent firm of chartered accountants nominated and appointed by the Company;

"Vested D Ordinary Shares" means the percentage of D Ordinary Shares which are "vested" in accordance with Articles 24.6 and 24.7 (*Compulsory Transfers by Leavers*);

"Voting Rights" means the right to receive notice of, attend (in person or by proxy), speak (in person or by proxy) and vote (in person or by proxy) at general meetings of the Company or to vote on a written resolution of the Company and relative "Voting Rights" shall be determined on the basis of voting on a poll; and

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

2. Words and expressions defined in the Act (as in force on the date when these Articles become binding on the Company) shall, unless the context otherwise requires, have the same meanings herein.
3. Unless otherwise stated, references to paragraphs and parts of a Schedule are to paragraphs and parts of the relevant Schedule to these Articles.
4. References in these Articles to a "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
5. References in these Articles to a "transfer" of a Share shall include:

- 5.1. the transfer or sale of the legal title to and/or the beneficial ownership in such Share;
- 5.2. the transfer or sale of any other direct interest in or right attaching to such Share;
- 5.3. the grant or creation of any option, mortgage, charge, lien, encumbrance or trust over a Share or over any direct interest in or right attaching to a Share; and
- 5.4. any direction (whether by way of renouncement or assignment or otherwise) of any right to receive or subscribe for a Share,

in each case, whether or not for consideration and whether or not by means of an instrument in writing.
6. References in these Articles to any statute or statutory provision shall include any statute or statutory provision which, whether before, on or after the date of adoption of these Articles:
 - 6.1. amends, extends, consolidates, replaces or re-enacts the same; or
 - 6.2. has been amended, extended, consolidated, replaced or re-enacted by the same,

and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
7. References in these Articles to a "section" of statute or statutory provision shall be a reference to such section as amended, restated and/or renumbered from time to time.
8. The rule known as the *ejusdem generis* rule shall not apply and, accordingly, general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things.
9. General words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
10. The terms "include" and "including" shall not limit the words preceding them.