



Company No. 13928778

The Companies Act 2006

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ARTICLES OF ASSOCIATION

of

AGHOCO 2171 LIMITED

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(Adopted by special resolution passed on 11 June 2022)

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ARTICLES OF ASSOCIATION

OF

AGHOCO 2171 Limited  
(Company)

(Adopted by special resolution passed on \_\_\_\_\_ 2022)

1 Definitions and interpretation

1.1 In these Articles, unless the context requires otherwise:

Accepting Shareholder has the meaning given to it in Article 22.5

Act means the Companies Act 2006

A Loan Note Instruments means the instruments entered into or to be entered into on or around the Commencement Date by the Company constituting the A Loan Notes

A Loan Notes means

- (a) the £10,900,000 secured A1 loan notes 2027 of the Company together with any additional payment in kind notes issued by the Company in satisfaction of accrued interest on such loan notes and any other loan notes issued under the instrument constituting such loan notes from time to time and
- (b) the £10,900,000 unsecured A2 loan notes 2027 of the Company together with any additional payment in kind notes issued by the Company in satisfaction of accrued interest on such loan notes and any other loan notes issued under the instrument constituting such loan notes from time to time,

constituted by the A Loan Note Instruments or, as the case may be, the amount of such loan notes for the time being issued and outstanding

A Ordinary Share means an A ordinary share of £0.10 in the Company

A Ordinary Shareholder means a holder of any A Ordinary Shares

Appointor has the meaning given to it in Article 45.1

Articles means the Company's articles of association

Asset Sale has the meaning given to it in the Investment Agreement

Auditors means the Company's auditors for the time being

Bad Leaver means a Leaver who is neither a Good Leaver nor a Very 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 and bankrupt shall be construed accordingly

Base Rate means the rate (currently known as the Official Bank Rate) set by the Bank of England (or by any organisation that takes over responsibility for setting such a rate) or any rate that may replace it

B Loan Notes means

- (a) the £211,164 secured B1 loan notes 2027 of the Company together with any additional payment in kind notes issued by the Company in satisfaction of accrued interest on such loan notes and any other loan notes issued under the instrument constituting such loan notes from time to time and
- (b) the £211,160 unsecured B2 loan notes 2027 of the Company together with any additional payment in kind notes issued by the Company in satisfaction of accrued interest on such loan notes and any other loan notes issued under the instrument constituting such loan notes from time to time,

constituted by the B Loan Note Instruments or, as the case may be, the amount of such loan notes for the time being issued and outstanding

Board means the board of Directors for the time being

B Ordinary Share means B1 Ordinary Shares and B2 Ordinary Shares

B Ordinary Shareholder means a holder of any B Ordinary Shares

B1 Ordinary Share means a B1 ordinary share of £0.55 in the Company

B2 Ordinary Share means a B2 ordinary share of £0.55 in the Company

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

Catch-up Issue means the allotment of Securities pursuant to a Catch-up Offer

Catch-up Offer means an offer of Securities in accordance with Article 9.7

Chairman has the meaning given to it in Article 31.1

Co-Investment Scheme means, in relation to an Investor (or a Member of the Same Group as that Investor), a scheme or arrangement under which certain officers, employees, partners, investors or other participants of that Investor (or of a Member of the Same Group as that Investor) or of its Fund Manager are entitled or permitted (as individuals or through a body corporate or any other person, entity or other arrangement) to acquire or participate in Shares, or otherwise participate in the Company

Commencement Date means the date of adoption of these Articles

Companies Acts means every statute for the time being in force concerning companies (including any statutory instrument or other subordinate legislation made under any such statute), so far as it applies to the Company

Consent Rights means, other than Voting Rights, any right conferred on the Shareholder (in their capacity as (or by virtue of being) a Shareholder or Noteholder or in their capacity as a party to the Investment Agreement, the Junior Intercreditor Agreement or otherwise) which expressly requires that the consent or vote of such Shareholder or Noteholder is obtained (either

alone or in combination with others) in order to implement an action or resolution or to omit to take an action or resolution

C Ordinary Share means a C ordinary share of £0.50 in the Company

C Ordinary Shareholder means a holder of any C Ordinary Shares

Cost Price has the meaning given to it in Article 16.4

Coupon Accrual Amount has the meaning given to it in Article 9.7(b)(ii)

Credited as Paid Up means amounts paid up or credited as paid up on a share including both the nominal value and any share premium

Custodian has the meaning given to it in Article 14.1(a)

Declined Securities has a meaning given to it in Article 9.6

Deed of Adherence means a deed of adherence to, and in the form required by, the Investment Agreement

Deed of Accession means a deed of accession to, and in the form required by, the Junior Intercreditor Agreement

Defaulting Shareholder has the meaning given to it in Article 23.1

Directors means the Company's directors for the time being;

Drag Along Notice, Drag Buyer, Dragged Securities, Dragged Shareholders and Dragging Shareholders have the meanings given to them in Article 19.1

Drag Completion Date means the date of completion of the sale and purchase of the Dragged Securities

EBT means any trust established principally for the benefit of the Employees or any class of Employees (which may include former officers and/or employees), the terms of which have been approved by Investor Approval

electronic form and electronic means have the meanings given to them in section 1168 of the Act

Eligible Director means

- (a) in relation to a decision at a Directors' meeting, a Director who is able to be counted as participating for quorum and voting purposes in the decision at the meeting and
- (b) in relation to a Directors' written resolution, a Director who would have been able to be counted as participating for quorum and voting purposes in the decision had the resolution or matter been proposed as a resolution at a Directors' meeting

Emergency Issue means an allotment of Securities made with the purpose of averting or remedying a Material Default

Employee means an individual who is an employee and/or consultant and/or director of any Group Company and employment contract shall be construed accordingly

Enhanced Voting Event has the meaning given to it in the Investment Agreement

Enhanced Voting Event Notice has the meaning given to it in Article 5.2

Equity Shareholder means a holder of any Equity Shares

Equity Shares means the A Ordinary Shares, B Ordinary Shares and the C Ordinary Shares

Excluded Equity Shareholder means

- (a) the Company when it holds Shares as treasury shares or otherwise and
- (b) an Equity Shareholder whose Shares are, for the time being, subject to a Suspension of Rights

Exit means a Sale or Listing

Extra Securities has the meaning given to its in Article 9.5(d)

Facilities Agreement has the meaning given to it in the Investment Agreement and any other loan facilities agreement entered into after the Commencement Date between the Company and/or another Group Company and the financial institutions named in it (as amended, varied, supplemented, extended, restated, novated and/or replaced from time to time)

fully paid in relation to a Share means that the nominal value and any premium to be paid to the Company in respect of that Share have been paid to the Company

Fund means any investment fund, collective investment scheme, unit trust, segregated mandate, co-investment fund or other person, entity or arrangement, whose principal business or purpose is to make or hold investments

Funding Issue means an allotment of Securities directly or indirectly for the purpose of financing an acquisition by any Group Company of any shares, assets, business or undertaking (and which is not otherwise a Permitted Issue)

Fund Manager means a person whose principal business is to arrange, consult, make, manage (including performing risk management or portfolio management) or advise in relation to investments

Good Leaver means a Leaver

- (a) who ceases to be and is no longer continuing as an Employee (or who continues to be an Employee but becomes eligible for benefits under a permanent health insurance policy of any Group Company) as a result of their:
  - (i) death or
  - (ii) permanent incapacity due to ill-health (except where such ill-health arises as a result of an abuse or misuse of alcohol or other drugs) as determined by at least two medical reports from independent medical specialists which confirm the relevant Employee to be unable to perform all or substantially all of their duties as an Employee for a period of at least 12 months or
  - (iii) spouse or child's serious and permanent illness or disability (other than, in each case, as a result of abuse or misuse of alcohol or other drugs) which, in each

case, is (in the reasonable opinion of the Investor Majority) permanent and sufficiently serious so as to prevent the Employee from working again at any time

- (b) who does not fall within category (a) above, but is determined by written notice from the Remuneration Committee (having first obtained Investor Approval) in their absolute discretion to be a Good Leaver

Group means the Company and its subsidiary undertakings for the time being and references to a Group Company shall be construed accordingly

hard copy form has the meaning given to it in section 1168 of the Act

holder in relation to any Share means the person whose name is entered in the register of members as the holder of that Share

Interest has the meaning given to it in Article 1.3(g)(i)

Investment Agreement means the investment agreement entered into or to be entered into on or around the Commencement Date between (1) the Executives (as defined therein), (2) the Royal Institution of Chartered Surveyors, (3) the Company, (4) LDC, (5) LDC XI LP and (6) LDC Parallel XI LP (as amended, varied, supplemented, extended, restated, novated and/or replaced from time to time)

Investor Approval means a consent or approval in writing by or on behalf of the Investor Majority

Investor Associate means in relation to an Investor

- (a) each Member of the Same Group as the Investor for the time being
- (b) the beneficial owner or owners in respect of which the Investor is a nominee, trustee or custodian and any other nominee, trustee or custodian for such beneficial owner or owners
- (c) where the Investor is a Fund or a general partner, limited partner or other partner or participant in, or member, trustee or nominee of, or Fund Manager to a Fund
  - (i) any general partner, trustee or nominee of that Fund in connection with the dissolution of the Fund or any distribution or transfer of assets in the Fund pursuant to the operation of the Fund
  - (ii) any other Fund that has the same general partner, trustee or nominees as that Fund
  - (iii) any other Fund managed or advised by the same Fund Manager as that Fund (or a Fund Manager which is a Member of the Same Group as that Fund Manager)
  - (iv) any Member of the Same Group as the Fund or any general partner trustee, nominee or Fund Manager of that Fund and
  - (v) the Fund Manager of that Fund (or a Fund Manager of any other Fund which falls within (i) to (iv) above)



Investor Director has the meaning given to it in Article 42.1

Investor Majority means the holders for the time being of more than 50 per cent of the total number of the A Ordinary Shares in issue (excluding any A Ordinary Shares held as treasury shares)

Investor Observer means an observer appointed as such pursuant to Article 43

Investors means those Shareholders who are Investors for the purposes of the Investment Agreement and Investor means any of them

Junior Intercreditor Agreement has the meaning given to it in the Investment Agreement

LDC means LDC (Managers) Limited (company number 02495714) and/or any other LDC Entity designated as such by the LDC Shareholders for the time being

LDC Entity means

- (a) LDC (Managers) Limited, LDC XI LP, LDC Parallel XI LP, LDC (Nominees) Limited, LDC Parallel (Nominees) Limited or any other nominee, manager or custodian of any such entity
- (b) each Member of the Same Group as any LDC Shareholder and/or of any other LDC Entity
- (c) Lloyds Banking Group plc
- (d) any trustee, nominee or manager of or to any LDC Shareholder and/or of or to any other LDC Entity
- (e) the trustees of any trust or settlement of or in respect of any LDC Entity or under which an LDC Entity is a beneficiary
- (f) the beneficial owner or owners in respect of which any LDC Shareholder and/or any LDC Entity is a nominee, trustee or custodian and any other nominee, trustee or custodian for such beneficial owner or owners
- (g) any unitholder, shareholder, general partner, limited partner or other partner or participant in, or member, trustee or nominee of, or Fund Manager to, an LDC Entity and/or an LDC Shareholder or any Member of the Same Group as that LDC Entity and/or LDC Shareholder for the time being and any employee or director of, or any consultant to, such Fund Manager or of or to any Member of the Same Group as such Fund Manager
- (h) any Member of the Same Group as any general partner, limited partner or other partner or participant in, or member, trustee or nominee of, or Fund Manager to, that LDC Entity and/or LDC Shareholder or any Member of the Same Group as that LDC Entity and/or LDC Shareholder for the time being
- (i) any Fund which has the same general partner, limited partner, other partner, participant, trustee, nominee or Fund Manager as that LDC Entity and/or LDC Shareholder or any Member of the Same Group as that LDC Entity and/or LDC Shareholder for the time being

- (j) any Fund in respect of which that LDC Entity and/or LDC Shareholder or any Member of the Same Group as that LDC Entity and/or LDC Shareholder is a general partner, limited partner, other partner, participant, member, trustee, nominee or Fund Manager
- (k) where the LDC Entity and/or LDC Shareholder is a Fund or a general partner, limited partner or other partner or participant in, or member, trustee or nominee of, or Fund Manager to a Fund
  - (i) any general partner, trustee or nominee of that Fund, limited partner or any other partner, member, unitholder or participant in that Fund (whether direct or indirect) in connection with the dissolution of the Fund or any distribution or transfer of assets in the Fund pursuant to the operation of the Fund
  - (ii) any other Fund that has the same general partner, trustee or nominees as that Fund, or one or more limited partners, other partners, participants, members or unitholder in common with that Fund
  - (iii) any other Fund managed or advised by the same Fund Manager as that Fund (or a Fund Manager which is a Member of the Same Group as that Fund Manager)
  - (iv) any Member of the Same Group as the Fund or any general partner, limited partner or other partner in, or participant, member, trustee, nominee or Fund Manager of that Fund and
  - (v) the Fund Manager of that Fund (or a Fund Manager of any other Fund which falls within (i) to (iv) above) and
- (l) any Co Investment Scheme of that LDC Entity and/or LDC Shareholder or any Member of the Same Group as that LDC Entity and/or LDC Shareholder

LDC Shareholders means LDC (Nominees) Limited (company number 06713621) and LDC Parallel (Nominees) Limited (company number 03066501) and any other LDC Entity who holds Shares for the time being and LDC Shareholder means any of them

Leaver means an Employee or former Employee who

- (a) ceases or ceased to be and is no longer continuing as an Employee for any reason whatsoever (including death or bankruptcy) or
- (b) continues to be an Employee but becomes eligible for benefits under a permanent health insurance policy of any Group Company

Leaver Cessation Date means, in relation to a Leaver, the earlier of

- (a) the date on which they become a Leaver and
- (b) the date on which they give or are given notice of termination of their employment contract or other contract of engagement with the Group or the date of occurrence of a repudiatory breach by them of such contract

Leaver's Noteholders in relation to a Leaver means

- (a) that Leaver if they are a Noteholder and their Transmittes and

- (b) any Noteholder who has obtained Loan Notes (directly or indirectly) from such a Leaver as a result of being permitted to transfer such Loan Notes under the terms of the instrument constituting such Loan Notes (and where such Noteholder is an individual) their Transmittees and
- (c) any other Noteholder to whom such a Leaver (on the basis they are a Shareholder and an Employee) would (but for Article 12.1, and were Investor Approval to be given), be permitted to transfer Shares (directly or indirectly) under Article 12.2 or Article 12.6 and their Transmittees

Leaver's Shareholders in relation to a Leaver means

- (a) that Leaver if they are a Shareholder and their Transmittees and
- (b) any Shareholder who has obtained Shares (directly or indirectly) from such a Leaver (on the basis they are a Shareholder or an Employee) as a result of permitted transfer(s) under Article 12.2 or Article 12.6 and (where such Shareholder is an individual) their Transmittees; and
- (c) any other Shareholder to whom such a Leaver would (but for Article 12.1, and were Investor Approval to be given) be permitted to transfer Shares (directly or indirectly) under Article 12.2 or Article 12.6 and their Transmittees

Leaver Valuation Date means, in relation to a Leaver

- (a) (except where (b) or (c) below applies) the date on which they become a Leaver
- (b) if determined by written notice from the Investor Majority in their absolute discretion, the date on which the Leaver gives or is given notice of termination of their employment contract or the date of occurrence of a repudiatory breach by them of such contract or
- (c) if determined by written notice from the Investor Majority in their absolute discretion, any date between the dates determined by (a) and (b) above

Listing has the meaning given to it in the Investment Agreement

Loan Note Mandatory Consideration means the aggregate consideration to be paid or issued to a Mandatory Disposal Shareholder pursuant to Article 16.1

Loan Note Instruments means the A Loan Note Instruments, the B Loan Note Instruments and any other loan note instruments constituted by the Company from time to time

Loan Notes means the A Loan Notes, the B Loan Notes and any other loan notes issued by the Company or by any other Group Company which are outstanding for the time being

Mandatory Disposal Notes means Loan Notes which are the subject of a Mandatory Disposal Notice

Mandatory Disposal Notice has the meaning given in Article 14.1

Mandatory Disposal Reference Date means

- (a) (except where (b) or (c) below applies) the date of service of the Mandatory Disposal Notice

- (b) if determined by written notice from the Investor Majority in their absolute discretion, the date on which the event or omission which gives rise to the right to serve a Mandatory Disposal Notice occurred or
- (c) if determined by written notice from the Investor Majority in their absolute discretion, any date between the dates determined by (a) and (b) above

Mandatory Disposal Shareholder means the following Shareholders and/or Noteholders to whom a Mandatory Disposal Notice may be given

- (a) when an Employee becomes a Leaver, the Leaver's Shareholders and/or to the Leaver's Noteholders, in each case at any time and from time to time on or before the expiry of the 12 month period following the date on which the Employee becomes a Leaver or, if later, following the latest date on which the Leaver Shareholder's acquired or were issued Shares pursuant to the exercise of any option or right to convert any security into Shares
- (b) when a Shareholder who is not a Leaver (being an individual) becomes bankrupt, to that Shareholder or their Transmittees at any time and from time to time after such bankruptcy
- (c) when a Shareholder (or, where relevant, their Transmittees) fails to comply with Articles 12.2 or 12.4, to the defaulting Shareholder (or their Transmittees) at any time and from time to time until such Shareholder (or their Transmittees) transfers the relevant Shares as required by such Article
- (d) when a Noteholder (or, where relevant, their Transmittees) fails to comply with Articles 12.2 or 12.4 (for the purposes of this limb (d) Articles 12.2 or 12.4 shall be construed so that all references in those Articles to 'Shares' are replaced with 'Loan Notes'), to the defaulting Noteholder (or their Transmittees) at any time and from time to time until such Noteholder (or their Transmittees) transfers the relevant Loan Notes as required by such Articles and the Loan Note Instrument and
- (e) in accordance with Article 24.3

Mandatory Seller means a Shareholder (in that capacity) on whom a Mandatory Disposal Notice is served

Market Value has the meaning given to it in Article 16.5

Material Default means any act, omission, circumstance or event which

- (a) constitutes or is, in the opinion of the Investor Majority (acting reasonably) likely to constitute (with the passage of time or the giving of notice) a material breach of, or an event of default under, the Facilities Agreement
- (b) gives rise to or is, in the opinion of the Investor Majority (acting reasonably) likely to give rise to the insolvency of a Group Company or
- (c) leads the Investor Majority to reasonably believe that the Group requires funding on an urgent basis

Member of the Same Group in relation to an undertaking (Undertaking), means any parent undertaking of that Undertaking for the time being and any undertaking which, in relation to the Undertaking and/or any such parent undertaking, is a subsidiary undertaking for the time being

Model Articles means the model articles for public companies contained in schedule 3 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the Commencement Date

New Holding Company means a newly incorporated company (or a newly acquired company which has not previously traded) formed or acquired for the purposes of facilitating a Listing, Sale or Reorganisation

New Holding Company Shares means all shares in the capital of New Holding Company which are in issue immediately following completion of the Reorganisation including all New Ordinary Shares and all other shares referred to in Article 20.1(a)(i)(A) (as applicable)

New Ordinary Shares means ordinary shares in the capital of New Holding Company issued or to be issued pursuant to Article 20 in circumstances where there is only one class of shares of New Holding Company in issue immediately following the completion of a Reorganisation

New Shareholder has the meaning given to it in Article 21.5

Nominated Transferees has the meaning given to it in Article 14.1(a)

Non-Disclosable Interest has the meaning given to it in Article 37.3

Non-Executive has the meaning given to it in the Investment Agreement

Non-Executive Director means any director (other than an Investor Director) in a non-executive capacity

Non-Executive Reserved Shares has the meaning given to it in the Investment Agreement

Non-Participants has the meaning given to it in Article 9.7

Noteholder means a person who is a holder of any Loan Notes

NSI means the National Security and Investments Act 2021

ordinary resolution has the meaning given to it in section 282 of the Act

Other Shareholders has the meaning given to it in Article 22.2

participate, in relation to a Directors' meeting, has the meaning given to it in Article 29

Permitted Issue means any of the following

- (a) the issue of Shares pursuant to, or the grant of rights to subscribe for Shares by, the Investment Agreement
- (b) any issue of Reserved Shares and/or Non-Executive Reserved Shares (as approved by the Remuneration Committee)
- (c) an Emergency Issue

- (d) an issue of Shares as consideration (whether direct or indirect) to any seller in connection with the sale to a Group Company of any shares, assets, business or undertaking, provided always that RICS have been consulted with in respect of such issue
- (e) a Catch-up Issue
- (f) an issue of Securities pursuant to Article 9.9 and
- (g) a Funding Issue

Pre-emptive Offer has the meaning given to it in Article 9.4

Proposed Sale and Proposed Sellers have the meanings given to them in Article 22.2

proxy notice has the meaning given to it in Model Article 38 applied by Article 57 (Voting at General meetings - Model Articles)

Qualifying Sale means a sale whether through a single transaction or a series of related transactions) of more than 50 per cent of the number of A Ordinary Shares in issue;

Reclassified Leaver means any Leaver who, initially being a Good Leaver or a Bad Leaver, is subsequently determined by written notice from the Investor Majority to be or become treated as a Very Bad Leaver by virtue of

- (a) breaching any protection of business, non-solicitation and/or non-compete covenants or undertakings given by them in favour of a Group Company including those set out in (i) clause 6 of the Investment Agreement or (ii) that Leaver's employment contract or in any other contract of engagement with the Group or
- (b) being found to have committed fraud where, had such fraud been known about prior to the Leaver becoming a Leaver, their employment contract or other contract of engagement with the Group could have been terminated summarily or otherwise without notice being given or
- (c) being found to have committed (i) any act of any bullying or sexual, religious or racial misconduct, harassment or discrimination or (ii) any criminal offence (other than a road traffic act for which no custodial sentence is imposed) and, in each case which if the Company had known about this prior to the Leaver becoming a Leaver, their employment contract or other contract of engagement with the Group would have been terminated summarily or otherwise without notice being given

Remuneration Committee has the meaning given to it in the Investment Agreement

Reorganisation has the meaning given to it in the Investment Agreement

Reorganisation Completion Date means the date of completion of the Reorganisation when, amongst other matters, the Reorganisation Dragged Shares are transferred to New Holding Company (subject to the payment of any applicable stamp duty or the obtaining of any exemption or relief to or from the payment of stamp duty)

Reorganisation Drag Along Notice has the meaning given to in Article 20.1

Reorganisation Dragged Shareholders has the meaning given to in Article 20.1

Reorganisation Dragged Shares has the meaning given to in Article 20.1

Reserved Shares has the meaning given to it in the Investment Agreement

Retained Shares has the meaning given to it in Article 14.5

RICS has the meaning given to it in the Investment Agreement

RICS Observer has the meaning given to it in Article 44

Sale has the meaning given to it in the Investment Agreement

Sale Price means the price to be paid for the Sale Shares in accordance with Articles 16 to 17

Sale Shares means Shares which are the subject of a Mandatory Disposal Notice

Securities means all or any of, as the context permits, the Shares, the Loan Notes, any other loan notes issued by a Group Company from time to time, any securities distributed as a dividend in kind in respect of the Shares, any securities exchanged therefor or in respect of the Shares or issued in reclassification thereof or in respect of the Shares, and any other securities (both equity and debt securities) and rights convertible into or exercisable or exchangeable for equity or debt securities of the Company or any Group Company issued from time to time (other than where issued to another Group Company) (and Security shall mean any of the foregoing)

Share means a share in the Company

Shareholder means a person who is the holder of a Share

Share Sale has the meaning given to it in the Investment Agreement

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

Suspension of Rights means that

- (a) in relation to a Share (other than in respect of B1 Ordinary Shares), all Voting Rights and Consent Rights which previously attached to such Share or which were exercisable in relation to such Share shall cease to apply
- (b) in relation to a Loan Note, all Consent Rights which previously attached to such Loan Note or which were exercisable in relation to such Loan Note shall cease to apply
- (c) in relation to rights under the Investment Agreement, all Consent Rights which a party (other than in respect of RICS) to the Investment Agreement previously had shall cease to apply
- (d) in relation to a Share or a Loan Note and / or rights under the Investment Agreement, any Loan Note Instrument or the Junior Intercreditor Agreement, any right to be provided with or have access to information relating to the Group or any Shareholder conferred on the Shareholder or Noteholder (in their capacity as or by virtue of being, a Shareholder or Noteholder, or in their capacity as a party to the Investment Agreement or otherwise) shall cease to apply other than such rights to access information as provided by law which shall continue to apply except in the case of a Very Bad Leaver

Tag Buyer, Tag Offer, Tagged Shares have the meanings given to them in Article 22.2

Transmittee means a person entitled to a Share or Loan Note or any Interest in a Share or Loan Note due to the death or bankruptcy of a Shareholder or Noteholder or otherwise by operation of law

Valuer means the Auditors or, if no Auditors are for the time being appointed or if they decline or are unable to act in relation to any determination, an independent firm of chartered accountants nominated in writing by the Remuneration Committee (with Investor Approval)

Very Bad Leaver means any Leaver who

- (a) at any time breaches any protection of business, non-solicitation and/or non-compete covenants or undertakings given by them in favour of any Group Company including those set out in (i) clause 6 of the Investment Agreement or (ii) that Leaver's employment contract or in any other contract of engagement with the Group or
- (b) has been dismissed for fraud or for having committed a criminal offence (other than a road traffic accident for which no custodial sentence is imposed) or has been dismissed as a result of any bullying or sexual, religious or racial misconduct, harassment or discrimination in circumstances justifying summary dismissal or
- (c) is a Reclassified Leaver

Voting Rights means, subject always to Article 54.2, in relation to a Share means rights to receive notice of and to attend and speak at any general meeting of the Company or any separate meeting of the holders of any class of Shares or to receive a copy of any proposed written resolution of the Shareholders or of a class of the Shareholders and to vote (either in person or by proxy and whether on a show of hands or on a poll at any general meeting of the Company or at any separate meeting of the holders of any class of Shares or on a written resolution of the Shareholders or of a class of the Shareholders)

Voting Shares means all A Ordinary Shares, B2 Ordinary Shares and C Ordinary Shares but excluding the B1 Ordinary Shares

Voting Shareholder means a holder of Voting Shares and

writing and written 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

1.2 Unless the context requires otherwise, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the Commencement Date.

1.3 In these Articles (unless the context requires otherwise), any reference to:

- (a) a numbered Article is to that numbered article of these Articles and to a numbered Model Article is to that numbered article of the Model Articles;
- (b) the allotment of Securities or any similar expression includes the grant of a right to subscribe for, or to convert any securities into, Shares but excludes the allotment of Shares pursuant to any such right;
- (c) the words other, include and including do not connote limitation in any way and, without prejudice to the foregoing, references to including, to include, includes or in particular shall be deemed to include the words without limitation;



- (d) the day on which a notice is given is to the day on which the notice is deemed received in accordance with Article 71;
- (e) any period of time in Articles 14 to 18 may be altered by mutual agreement between the relevant Mandatory Disposal Shareholder and the Remuneration Committee (with Investor Approval);
- (f) any gender includes all genders, the singular includes the plural (and vice versa), and persons includes individuals, bodies corporate, unincorporated associations and partnerships (whether or not any of them have a separate legal personality); and
- (g) a transfer of Shares or Loan Notes or any similar expression shall be deemed to include any direction (by way of renunciation, assignment or otherwise) by a Shareholder or Noteholder entitled to an allotment, issue or transfer of Shares or Loan Notes that a Share or Loan Note be allotted, issued or transferred to some person other than themselves and any reference to a transfer of Shares or Loan Notes or any similar expression shall also be deemed to include:
  - (i) any sale, assignment or other disposition of the legal or equitable interest or any other right or interest in a Share or Loan Note (including any voting right attached to a Share or Loan Note) (Interest);
  - (ii) the sale or transfer by the Company of Shares held as treasury shares;
  - (iii) the creation or granting of any mortgage, charge, pledge or other encumbrance or security interest or trust over any Interest;
  - (iv) any grant of an option to acquire any Interest; and
  - (v) any agreement, whether or not subject to any conditions, to do any of the matters set out in paragraphs (i) to (iv) above,

whether effected by a Shareholder, Noteholder or otherwise, whether for consideration or otherwise and whether effected by an instrument in writing or otherwise provided that any change in (or change in the respective entitlements of) the partners, participants, shareholders, unitholders (or any other interests) in any Shareholder or Noteholder (or any person or entity who indirectly holds Shares or Loan Notes (or any Interest in Shares or Loan Notes), or who is proposing to do so) which is a Fund or an LDC Entity or any mortgage, charge or other encumbrance created over their interest in any such Fund or LDC Entity shall not be or deemed to be a transfer of Shares or Loan Notes; and

- (h) a statute or a statutory provision includes that statute or statutory provision as amended or re-enacted (with or without modification) and any subordinate legislation made under it (in each case whether before, on or after the Commencement Date).

1.4 For the purpose of these Articles the consent or approval of LDC XI LP (partnership number LP022251) or of its nominee and LDC Parallel XI LP (partnership number LP022243) or of its nominee (and, upon written notice by such LDC Entity to the Company confirming such authority, by any other LDC Entity) may be given by LDC on their behalf and, provided that such consent specifically states that it is given on their behalf, the Company and/or the Directors and/or any other Shareholder shall be entitled to assume that such consent has been properly given on behalf of LDC XI LP, and LDC Parallel XI LP and/or such other LDC Entity (as applicable).

- 1.5 The contents list and headings in these Articles are included for ease of reference only and shall not affect the construction or interpretation of these Articles.
- 2 Model articles
- 2.1 These Articles and the Model Articles specifically applied to the Company by these Articles shall together constitute the articles of association of the Company.
- 2.2 When a Model Article specifically applies to the Company:
- (a) the terms defined in Article 1 (Definitions and interpretation) shall apply to such Model Article (notwithstanding that such terms may be in lower case in the Model Article); and
  - (b) the terms defined in Model Article 1 shall apply to such Model Article, unless those terms are otherwise defined in Article 1 (Definitions and interpretation).
- 2.3 Except to the extent that the Model Articles are specifically applied to the Company by these Articles, no regulations or articles set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as the regulations or articles of association of the Company.
- 3 Liability of members
- The liability of the members is limited to the amount, if any, unpaid on the shares held by them.
- 4 Shares
- 4.1 Except as provided otherwise in these Articles, the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall rank *pari passu* but they shall constitute separate classes of Shares.
- 4.2 Subject to these Articles, but without prejudice to the rights attached to any existing Share, the Company may, with Investor Approval, issue Shares with such rights or restrictions as may be determined by ordinary resolution.
- 4.3 The Company may, with Investor Approval, issue Shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The terms, conditions and manner of redemption of any such Shares shall be set out in the Articles.
- 4.4 The Company may, with Investor Approval, purchase its own Shares (including any redeemable shares) in any manner permitted by the Companies Acts, including in accordance with section 692(1ZA) of the Act.
- 4.5 Except where such Shares have a different nominal amount to the A Ordinary Shares, any B Ordinary Shares or C Ordinary Shares which are transferred to an Investor (other than in circumstances in which such Investor is acting as a Custodian) shall immediately upon completion of such transfer convert into and be re-designated as A Ordinary Shares without any requirement for any resolution of the Directors or of the Shareholders.
- 5 Voting
- 5.1 Subject to Article 5.2 (and to any Suspension of Rights which apply to any Shares), the voting rights in relation to the Shares are set out in Articles 52 to 54.

5.2 If, following an Enhanced Voting Event the Investor Majority serves any notice in writing on the Company pursuant to this Article 5.2 and Schedule 6 to the Investment Agreement (each such notice being an Enhanced Voting Event Notice) then with effect from the date that is three Business Days from when each Enhanced Voting Event Notice is received by the Company and until such notice is withdrawn by a further notice in writing to the Company from the Investor Majority the following shall apply as and to the extent specified in the relevant Enhanced Voting Event Notice:

- (a) the Voting Shares (other than the A Ordinary Shares) shall, in relation to any general meeting of the Company and any written resolution of the Shareholders, be subject to a Suspension of Rights;
- (b) the quorum for any general meetings of the Company shall be one A Ordinary Shareholder present in person or by proxy; and
- (c) the rights of the Investor Majority pursuant to Articles 39.1(d), 40.1(c) and/or 58.3 shall apply.

5.3 The Company shall send a copy of any notice received pursuant to Article 5.2 to all Shareholders (other than A Ordinary Shareholders in that capacity) for information purposes, but its failure to do so shall not affect the application of Article 5.2.

## 6 Distributions

Subject to any distributions made pursuant to Articles 8.3 and/or 8.4, any profits available for distribution which the Company determines to distribute (which shall require Investor Approval) shall be distributed amongst the holders of the Equity Shares *pari passu* as if they constituted one class of Shares *pro rata* to the number of Equity Shares held by them.

## 7 Return of capital

7.1 Subject to Article 7.2, on a return of capital of the Company on a winding up or otherwise (other than a redemption of Shares or the purchase by the Company of its own Shares), the surplus assets and retained profits of the Company available for distribution among the Shareholders after payment of the Company's liabilities shall be applied amongst the holders of the Equity Shares as if they constituted one class of Shares *pro rata* to the number of Equity Shares held by them.

7.2 The amount to be paid under Article 7.1 or Article 8 to any holder of Retained Shares in respect of those Retained Shares shall be capped at the Sale Price (determined in accordance with Article 14.5) for those Retained Shares.

## 8 Exit

8.1 In the event of a Share Sale, the selling Shareholders shall procure that the amount (if any) of consideration which they shall be entitled to receive for the Shares they are transferring shall be that to which they would be entitled if the aggregate value of the total consideration to be paid for such Shares as a whole was allocated to the selling Shareholders on the same basis as set out in Article 7 (Return of capital).

8.2 For the avoidance of doubt, total consideration for the purposes of Article 8.1 shall be construed as meaning the value or worth of the total consideration regardless of the form of the total consideration and shall exclude:

- (a) any amount to be provided by any person which is purchasing or acquiring the selling Shareholders' Shares (or a Member of the same Group as any such person) to procure the repayment by a Group Company of any bank debt or other borrowings (including the Loan Notes); and
  - (b) any offer to subscribe for or acquire any share, debt instrument or other security in the capital of any person which is purchasing or acquiring the selling Shareholders' Shares (or a Member of the same Group as any such person) made to a selling Shareholder which is in addition to the consideration proposed to be paid (or, in the case of non-cash consideration, otherwise satisfied) for all the selling Shareholders' Shares.
- 8.3 In the event of an Asset Sale, the Shareholders shall procure that the proceeds of sale arising from the Asset Sale (excluding any amount to be provided by a purchaser to procure the repayment by a Group Company of any bank debt or other borrowings (including the Loan Notes)) shall (to the extent that the Company is lawfully able to do so) be distributed to the Shareholders on the same basis as set out in Article 7 (Return of capital).
- 8.4 If any of the consideration to be paid on a Share Sale or an Asset Sale is to be deferred or is otherwise not payable until after completion of such Share Sale or Asset Sale, the selling Shareholders (in the case of a Share Sale) or the Shareholders (in the case of an Asset Sale) shall procure that:
- (a) any initial consideration to be paid at the time of completion shall:
    - (i) in the case of a Share Sale, be allocated to the selling Shareholders on the same basis as set out in Article 7 (Return of capital); and
    - (ii) in the case of an Asset Sale, (to the extent that the Company is lawfully able to do so) be distributed to the Shareholders on the same basis as set out in Article 7 (Return of capital); and
  - (b) if, and to the extent that, any such deferred or other consideration is subsequently to be paid, it shall:
    - (i) in the case of a Share Sale, be allocated to the selling Shareholders on the same basis as set out in Article 7 (Return of capital) after taking into account any prior allocations of consideration to the selling Shareholders that have already taken place; and
    - (ii) in the case of an Asset Sale, (to the extent that the Company is lawfully able to do so) be distributed to the Shareholders on the same basis as set out in Article 7 (Return of capital) after taking into account any prior distributions of the proceeds of sale to the Shareholders that have already taken place
- provided that no consideration already allocated shall be reallocated and paragraph (b) above shall only serve to allocate the deferred or other consideration received.
- 8.5 In the event of a Listing, the Shareholders shall procure that the proceeds of the sale of all or any of the Equity Shares pursuant to the Listing shall be allocated to the selling Equity Shareholders on the same basis as set out in Article 7 (Return of capital).

## 9 Issue of Shares

9.1 Except with Investor Approval, any Shares allotted to Investors shall be, or be in relation to, A Ordinary Shares and any Shares allotted to any other Shareholders shall be, or be in relation to, B Ordinary Shares and/or C Ordinary Shares.

9.2 The Company may pay any person a commission in consideration for that person:

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

and any such commission may be paid:

- (c) in cash, or in fully paid or partly paid Shares or other Securities, or partly in one way and partly in the other, and
- (d) in respect of a conditional or an absolute subscription.

9.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (within the meaning of section 560 of the Act) by the Company.

9.4 Except for any Permitted Issue, any Shares proposed to be allotted for cash shall be offered by the Company at the same price and on the same terms to the Equity Shareholders, other than any Excluded Equity Shareholders, pro rata to their holdings of Equity Shares (as nearly as possible without involving fractions) (Pre-emptive Offer).

9.5 The Pre-emptive Offer shall:

- (a) if the Investor Majority so direct the Company in writing, be conditional upon the relevant Equity Shareholders (and/or, where such Equity Shareholders are Investors, their Investor Associate(s) and/or, where such Equity Shareholders are LDC Shareholders, any LDC Entity) also subscribing for the same proportion of any other Securities in any Group Company (including loan notes, deep discount bonds or other debt instruments) to be issued in connection with the allotment (as nearly as possible without involving fractions) as the Shares proposed to be granted or allotted to the relevant Equity Shareholder pursuant to the Pre-emptive Offer bears to the total number of Shares proposed to be granted or allotted pursuant to the Pre-emptive Offer;
- (b) unless the Investor Majority otherwise directs in writing, be conditional on the relevant Equity Shareholder accepting their full entitlement to Shares and, where the Investor Majority has given a direction pursuant to Article 9.5(a), the relevant Equity Shareholder also accepting their full entitlement to the other Securities which are offered to the Equity Shareholder pursuant to the Pre-emptive Offer;
- (c) be made by notice specifying the Securities offered, the price for them, a time (being not less than 10 Business Days) within which the offer, if not accepted, shall be deemed to be declined and any other terms; and
- (d) invite each relevant Equity Shareholder to state in their acceptance the number of any Securities in excess of those offered to them (Extra Securities) that they wish to apply for.

- 9.6 Any Securities not accepted (or deemed to be declined) under the Pre-emptive Offer (Declined Securities) shall be used to satisfy applications for Extra Securities. If there are insufficient Declined Securities to satisfy all such applications for Extra Securities, then such Declined Securities shall be allotted to the applicants of the Extra Securities (as nearly as possible without involving fractions) as follows:
- (a) pro rata to their holdings of Equity Shares immediately prior to the Pre-emptive Offer (as nearly as possible without increasing the number of Declined Securities allotted to any Shareholder beyond the number of Extra Securities applied for by them); and
  - (b) then, any remaining Declined Securities to such applicants who have not yet been allotted the maximum number of Extra Securities applied for by them pro rata to their holdings of Equity Shares immediately prior to the Pre-emptive Offer (as nearly as possible without increasing the number of Declined Securities allotted to any Shareholder beyond the number of Extra Securities applied for by them). Any remaining Declined Securities shall continue to be allotted on the basis of this Article 9.6(b) until all Declined Securities have been allotted.
- 9.7 If an Emergency Issue or a Funding Issue in each case in respect of the issue of Shares (and, where the Investor Majority makes a direction pursuant to Article 9.7(c), in respect of other Securities also) is made, the Company shall within 20 Business Days of the Emergency Issue or Funding Issue make an offer of Shares and/or other Securities (as applicable) (Catch-up Offer) on the following basis:
- (a) all Equity Shareholders, other than any Excluded Equity Shareholders, who did not participate in the Emergency Issue or the Funding Issue (as applicable) (Non-Participants) shall be offered the opportunity to subscribe for or to acquire by way of transfer such number of additional Shares and, if applicable, other Securities (as nearly as possible without involving fractions) as would mean that, if fully taken up, the Non-Participants would each have the same proportion (as nearly as possible) of Equity Shares issued pursuant to the Emergency Issue or Funding Issue and pursuant to the relevant Catch-up Offer (in aggregate) that is equal to such Non-Participant's holding of Equity Shares as a proportion of all Equity Shares in issue immediately prior to the Emergency Issue or the Funding Issue (as applicable);
  - (b) such additional Securities shall be offered to the Non-Participants on the same terms and at the same price per Security as the Securities were allotted pursuant to the Emergency Issue or the Funding Issue (as applicable) provided that:
    - (i) where a Security to be offered to Non-Participants is to be offered by way of transfer rather than issue; and
    - (ii) such Security has accrued any amount of or right to any interest or dividend (the Coupon Accrual Amount),

the price at which such Security shall be offered to the Non-Participant shall be the same price as the same type of Security was issued pursuant to the Emergency Issue or the Funding Issue (as applicable) plus the Coupon Accrual Amount in respect of that Security;
  - (c) if the Investor Majority so direct the Company in writing, the Catch-up Offer shall be conditional on such Non-Participants also subscribing for or acquiring by way of transfer the same number of other Securities in any Group Company (including loan notes, deep discount bonds or other debt instruments) (as nearly as possible without involving

fractions) per Equity Share held by them as the relevant participants of the Emergency Issue or the Funding Issue (as applicable) (and/or, where such relevant participants are Investors, their Investor Associate(s) and/or where such participants are LDC Shareholders, any LDC Entity) subscribed for per Equity Share held by such participants immediately prior to the relevant Emergency Issue or Funding Issue and on the same terms as such participants (and/or, where such participants are Investors, their Investor Associate(s) and/or where such participants are LDC Shareholders, any LDC Entity) subscribed for such Securities pursuant to the Emergency Issue or Funding Issue;

(d) unless the Investor Majority otherwise directs in writing, be conditional on the relevant Equity Shareholder accepting their full entitlement to Shares and, where the Investor Majority has given a direction pursuant to Article 9.7(c), the relevant Equity Shareholder also accepting their full entitlement to other Securities which are offered to the Equity Shareholder pursuant to the Catch-up Offer; and

(e) the offer shall be open for acceptance for at least 20 Business Days.

9.8 The Directors may (with Investor Approval) round up or down fractional entitlements under any Pre-emptive Offer or Catch-up Offer, provided that the number of Securities allotted does not exceed the total number of Securities offered and such rounding does not result in:

(a) an Equity Shareholder being allotted more Securities than they have indicated they are willing to accept; or

(b) in the case of a Catch-up Offer, the Non-Participants as a whole being offered such number of additional Securities as would mean that, if fully taken up, they would as a whole have a greater proportion of Securities than they had immediately prior to the Emergency Issue or Funding Issue.

9.9 Any Securities not taken up at the end of the procedures set out in Articles 9.4 to 9.7 for a Pre-emptive Offer or under a Catch-up Offer may (with Investor Approval) be offered by the Board to any other person(s) at no lesser price and on no more favourable terms than those on which they were offered under the relevant Pre-emptive Offer or Catch-up Offer.

## 10 Transfer and transmission of Shares - General

10.1 Shares may only be transferred:

(a) in accordance with Articles 11 (Permitted Transfers - Investors), 12 (Permitted transfers - B Ordinary Shareholders and C Ordinary Shareholders) or 13 (Permitted Transfers - Treasury Shares);

(b) pursuant to a Mandatory Disposal Notice;

(c) pursuant to, and in accordance with, Articles 19 (Drag Along) and 21 (Ancillary Drag and Reorganisation Drag Provisions) (including the transfer of the Dragged Shareholders' Shares pursuant to a Drag Along Notice and, irrespective of whether a Drag Along Notice has been served (but subject to Article 22 (Tag Along)), the transfer of all of the Dragging Shareholders' Shares to a Drag Buyer (or as the Drag Buyer may direct));

(d) pursuant to, and in accordance with, Articles 20 (Reorganisation Drag Along) and 21 (Ancillary Drag and Reorganisation Drag Provisions) (including the transfer of the

Reorganisation Dragged Shareholders' Shares pursuant to a Reorganisation Drag Along Notice and, irrespective of whether a Reorganisation Drag Along Notice has been served, the transfer of all of the Dragging Shareholders' Shares to a New Holding Company); or

- (e) pursuant to, and in accordance with, Article 22 (Tag Along) (including the transfer of the Accepting Shareholders' Tagged Shares pursuant to a Tag Offer and, irrespective of whether there are any Accepting Shareholders, the transfer of the Proposed Sellers' Shares pursuant to a Proposed Sale).

10.2 Notwithstanding any other provisions of these Articles, the Directors shall not register a transfer of Shares:

- (a) to any person who is bankrupt, is less than 18 years of age and/or does not have (or whom the Directors reasonably believe does not have) legal capacity to hold and/or transfer such Shares or to comply with these Articles;
- (b) (except with Investor Approval) if the Shares are not fully paid;
- (c) if the instrument of transfer is not either duly stamped or duly certified (or otherwise shown to the satisfaction of the Directors to be exempt from stamp duty); or
- (d) (except with Investor Approval) if the transferee (not being a party to the Investment Agreement and the Junior Intercreditor Agreement whether as an original party or by having executed a Deed of Adherence or Deed of Accession (as appropriate)) has not, in a legally binding manner either:
  - (i) entered into and delivered to the Company a fully executed Deed of Adherence and Deed of Accession;
  - (ii) (if the Investor Majority confirms that the transferee is not required to comply with Article 10.2(d)(i)) entered into a written undertaking or agreement (in each case in a form approved or prescribed by Investor Approval) to be bound by such terms of the Investment Agreement and/or Junior Intercreditor Agreement as determined by the Investor Majority; and
  - (iii) if the transferee has not provided 'know your customer' information to the satisfaction of LDC (taking into account the ordinary course requirements of LDC, Lloyds Banking Group plc and Members of the Same Group as Lloyds Banking Group plc).

10.3 Certificated Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of:

- (a) the transferor, and
- (b) (if any of the Shares are not fully paid) the transferee.

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

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



- 10.6 The transferor remains the holder of a certificated Share until the transferee's name is entered in the register of members as holder of it.
- 10.7 The Directors may refuse to register the transfer of a certificated Share if:
- (a) the transfer is not lodged at the Company's registered office or such other place as the directors have appointed;
  - (b) the transfer is not accompanied by the certificate for the shares to which it relates, or such other evidence as the Directors may reasonably require to show the transferor's right to make the transfer, or evidence of the right of someone other than the transferor to make the transfer on the transferor's behalf;
  - (c) the transfer is in respect of more than one class of Share; or
  - (d) the transfer is in favour of more than four transferees.
- 10.8 If the Directors refuse to register the transfer of a Share, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.
- 10.9 If title to a Share passes to a Transmitlee, the Company may only recognise the Transmitlee as having any title to that Share if it is transferred in accordance with these Articles. Pending such a transfer, the Transmitlee has the same rights as the holder had in respect of such Share except, unless and to the extent that the Investor Majority otherwise direct the Company in writing, that Share shall be subject to a Suspension of Rights. Any transfer of a Share by a Transmitlee shall be treated as if it were made or executed by the person from whom the Transmitlee has derived rights in respect of the Share, and as if the event which gave rise to the transmission had not occurred.
- 11 Permitted Transfers - Investors
- An Investor may transfer any Shares (or any Interest in any Shares) to:
- 11.1 (in the case of an LDC Shareholder) an LDC Entity;
  - 11.2 an Investor Associate;
  - 11.3 where the Investor holds the Shares as a result of permitted transfer(s) under this Article 11, the transferor(s) of such Shares and/or any other person(s) to whom the transferor(s) could have transferred any Shares under this Article 11 if they had remained Investors;
  - 11.4 any person, entity or arrangement which is entitled or permitted to hold or participate in Shares under a Co-Investment Scheme of that Investor or any Member of the Same Group as that Investor (or its trustee or nominee);
  - 11.5 any other Investor (or its trustee or nominee);
  - 11.6 to the purchaser of Shares in relation to a Share Sale, a Qualifying Sale or a Reorganisation;
  - 11.7 in the case of an LDC Entity (in respect of voting rights in Shares only) to any other person; and/or
  - 11.8 as a consequence of any enforcement of a lien over such Shares and/or pursuant to any forfeiture or surrender of Shares.

- 12 Permitted transfers - B Ordinary Shareholders and C Ordinary Shareholders
- 12.1 Save with Investor Approval, no transfer by a B Ordinary Shareholder or a C Ordinary Shareholder (who is not an Investor) shall be permitted pursuant to this Article 12 if:
- (a) the relevant Share is the subject of a Mandatory Disposal Notice, a Drag Along Notice or a Reorganisation Drag Along Notice; or
  - (b) the proposed transferor is a Leaver's Shareholder.
- 12.2 RICS may transfer the Shares they hold to any holding company or subsidiary of that Shareholder or to any other subsidiary of such Shareholder's holding company provided always where such transferee is, after acquiring or being issued any such Shares, subject to a change of control (as control is defined in section 450 and 451 of the Corporation Tax Act 2010), such company or other body corporate shall promptly notify the Company and the Investors of such change of control and shall, upon or within 10 Business Days of such change of control, transfer such Shares back to RICS or another Member of the Same Group as RICS.
- 12.3 Any Shares held by the trustee(s) of an EBT may be transferred:
- (a) on a change of trustee(s), to the trustee(s) for the time being of that EBT (and the identity of whom has been approved with Investor Approval); and
  - (b) (with Investor Approval) to any beneficiary of that EBT; and
  - (c) to such persons as recommended by the Remuneration Committee (with Investor Approval).
- 12.4 Where Shares are held by trustee(s) of an EBT and any such person ceases to be a trustee of the EBT, such person shall promptly notify the Company and the Investors of such cessation and shall, upon or within 10 Business Days of such cessation, transfer such Shares to a transferee permitted under Article 12.3(a) for no consideration.
- 12.5 Any Share may be transferred by a Custodian to a Nominated Transferee as determined by the Investor Majority.
- 12.6 Any B Ordinary Share or C Ordinary Share (or other Share held by a B Ordinary Shareholder or C Ordinary Shareholder) may be transferred to any other person with Investor Approval.
- 12.7 Any B2 Ordinary Shares and/or C Ordinary Shares may be transferred to the Investors pursuant to clause 5.8 of the Investment Agreement.
- 13 Permitted Transfers - Treasury Shares
- Any Share held by the Company (including as a treasury share) may be sold or transferred to any person or cancelled, in each case, in accordance with the Act and with Investor Approval.
- 14 Leaver's Securities
- 14.1 The Remuneration Committee (provided it has first obtained Investor Approval) has the right by notice to a relevant Mandatory Disposal Shareholder (Mandatory Disposal Notice) to require and cause such Mandatory Disposal Shareholder to:
- (a) transfer all or some of the Shares registered in the Mandatory Disposal Shareholder's name or to which the Mandatory Disposal Shareholder is or may become entitled

(whether as a result of their holding of Shares or otherwise) at the Sale Price to such person(s) (including an Employee or prospective Employee, the trustee(s) of an EBT, any person or custodian to hold the Shares temporarily until transferred to another Nominated Transferee (Custodian) any Shareholder and/or the Company (to either be (as directed by the Investor Majority) cancelled or held in treasury)) as the Remuneration Committee (with Investor Approval) determines (such person(s) being the Nominated Transferee(s)); and

- (b) redeem or transfer to a Nominated Transferee some or all of the Loan Notes registered in the Mandatory Disposal Shareholder's name or to which they are or may become entitled (whether as a result of their holding of Shares or Loan Notes or otherwise) for the Loan Note Mandatory Consideration.

#### 14.2 The Mandatory Disposal Notice:

- (a) shall confirm the identity of the Nominated Transferee(s) and the number of Sale Shares to be transferred and Mandatory Disposal Notes to be transferred or redeemed provided that the Mandatory Disposal Notice may reserve to the Remuneration Committee the right to identify the Nominated Transferee(s) and the number of Sale Shares and Mandatory Disposal Notes at a later date; and
- (b) may contain details of the amount and form of consideration to be paid or issued in respect of the Sale Shares and the Mandatory Disposal Notes; and
- (c) may require the relevant Shareholder to sign stock transfer form(s) in relation to the transfer of the relevant Shares and Loan Notes to such Nominated Transferees as the Remuneration Committee may later determine to be the transferee of such Shares and Loan Notes and the Remuneration Committee shall have authority to date such stock transfer forms and complete the details of the transferee at a time of its choosing following the agreement or determination of the Sale Price.

14.3 If at any time prior to the completion of a transfer or redemption in accordance with Article 14.1 a Leaver does anything (whether by act or omission) which gives grounds for such Leaver to be categorised as a Reclassified Leaver or it is discovered that such Leaver did anything (whether by act or omission) which gives grounds for such Leaver to be categorised as a Reclassified Leaver, then the Remuneration Committee (with Investor Approval) has the right to serve a Mandatory Disposal Notice on the Leaver's Shareholders and the Leaver's Noteholders and such Mandatory Disposal Notice shall replace any previous Mandatory Disposal Notice issued to such Shareholders and/or Noteholders.

14.4 If at any time after the date of completion of a transfer or redemption in accordance with Article 14.1 a Leaver does anything (whether by act or omission) or it is discovered that such Leaver has done something (whether by act or omission) which gives grounds for such Leaver to be categorised as a Reclassified Leaver then:

- (a) that Leaver together with the relevant Leaver's Shareholders and Leaver's Noteholders (as applicable) shall pay to the Company all monies received by them in consideration for the transfer of their Shares and/or the transfer or redemption of their Mandatory Disposal Notes in accordance with Article 14.1 less £1.00; and
- (b) the Remuneration Committee (with Investor Approval) has the right to serve a Mandatory Disposal Notice on the Leaver's Shareholders and on the Leaver's Noteholders (as applicable) in respect of all Shares held by the Leaver's Shareholders and all Loan Notes held by the Leaver's Noteholders.

14.5 If the Remuneration Committee does not serve a Mandatory Disposal Notice on a Mandatory Disposal Shareholder under Article 14.1 in respect of the Shares and Loan Notes registered in the Mandatory Disposal Shareholder's name or to which the Mandatory Disposal Shareholder may be entitled then (unless Investor Approval is given otherwise):

- (a) the Mandatory Disposal Shareholder shall retain any Shares and Loan Notes held by them subject to Article 15 and the terms of the Investment Agreement; and
- (b) the Sale Price for any Shares held by them which would have been Sale Shares had a Mandatory Disposal Notice been served (Retained Shares) shall be determined or agreed in accordance with Articles 16 to 18 as if a Mandatory Disposal Notice had been served on them.

## 15 Mandatory Transfers - Suspension of Rights

15.1 Unless and to the extent that the Investor Majority otherwise direct the Company in writing, any Shares held by any Shareholder(s) and any Loan Notes held by any Noteholder to whom a Mandatory Disposal Notice may be given or could have been given and any Shares and Loan Notes subsequently issued to any of them by virtue of the exercise of any right or option granted or arising by virtue of such Shareholder's Shares and Noteholder's Loan Notes shall (irrespective of whether a Mandatory Disposal Notice has been served) be subject to a Suspension of Rights (and any such Shareholder and any such Noteholder to whom a Mandatory Disposal Notice may be given shall also be subject to a Suspension of Rights) from the time at which the right to give a Mandatory Disposal Notice arises (or the date of issue of such Shares or Loan Notes, if later) until registration of a transfer or redemption of such Shares and Loan Notes made in accordance with these Articles.

15.2 Where a Suspension of Rights would trigger a requirement for mandatory or voluntary notification pursuant to the NSI, no Suspension of Rights shall commence under article 15.1 unless and to the extent that the Investor Majority has directed the Company in writing that it should.

## 16 Consideration for Leaver Securities

16.1 In relation to a Mandatory Disposal Notice given following or as a consequence of an Employee becoming a Leaver or pursuant to Articles 14.3 or 14.4 the Mandatory Disposal Notes shall be transferred or redeemed as follows:

- (a) if the Leaver is a Very Bad Leaver, other than where the Leaver is a Non-Executive, the consideration for the redemption or transfer of the Mandatory Disposal Notes shall be £1.00 in aggregate for all such Mandatory Disposal Notes (including all accrued interest); or
- (b) if the Leaver is a Good Leaver or Bad Leaver, the consideration for the redemption or transfer of the Mandatory Disposal Notes shall be the aggregate of the principal amount of Mandatory Disposal Notes to be redeemed and all accrued interest on such Mandatory Disposal Notes which is payable in accordance with clause 15.3 of the Investment Agreement (if any) up to (but excluding) the Leaver Cessation Date of the relevant Leaver.

16.2 In relation to a Mandatory Disposal Notice given in relation to or as a consequence of an Employee becoming a Leaver or pursuant to Articles 14.3 or 14.4 the price for Sale Shares:

- (a) which are B2 Ordinary Shares shall be as follows:

- (i) if the Leaver is a Very Bad Leaver:
    - (A) other than where the Leaver is a Non-Executive, £1.00 in aggregate for all such B2 Ordinary Shares;
    - (B) where the Leaver is a Non-Executive, the lower of:
      - 1) the Cost Price of the Sale Shares; and
      - 2) the Market Value of the Sale Shares on the Leaver Valuation Date; or
  - (ii) if the Leaver is a Good Leaver or a Bad Leaver, the price shall be the Market Value of the Sale Shares on the Leaver Valuation Date.
- (b) which are C Ordinary Shares shall be as follows:
- (i) if the Leaver is a Very Bad Leaver, £1.00 in aggregate for all such C Ordinary Shares; or
  - (ii) if the Leaver is a Bad Leaver, the lower of:
    - (A) the Cost Price of the Sale Shares; and
    - (B) the Market Value of the Sale Shares on the Leaver Valuation Date; or
  - (iii) if the Leaver is a Good Leaver, the price shall be the Market Value of the Sale Shares on the Leaver Valuation Date.
- 16.3 In all other cases, the price for the Sale Shares shall be the Market Value of the Sale Shares on the Mandatory Disposal Reference Date:
- 16.4 The Cost Price of a Sale Share shall be the amount paid by the Mandatory Seller on the transfer of the Sale Shares to the Mandatory Seller.
- 16.5 The Market Value of Sale Shares on the relevant date shall be as follows:
- (a) Subject to Articles 16.5(b), 16.5(c) and 16.6 below, the amount determined by the Remuneration Committee (with Investor Approval) and notified to the Leaver (acting on behalf of all relevant Mandatory Sellers) or, where there is no Leaver, notified to the Mandatory Seller(s), in each case, in the Mandatory Disposal Notice or otherwise;
  - (b) in the event that the Leaver or the Mandatory Seller(s) (as applicable) gives notice in writing to the Remuneration Committee that it or they dispute the amount determined by the Remuneration Committee pursuant to Article 16.5(a) within 10 Business Days of being notified of such determination, the amount agreed between the Leaver or the Mandatory Seller(s) (as applicable) and the Remuneration Committee (with Investor Approval). In the event that a valid notice of dispute is not served pursuant to this Article 16.5(b) the amount determined by the Remuneration Committee pursuant to Article 16.5(a) shall be deemed to have been accepted by all Mandatory Sellers; or
  - (c) in the absence of agreement within 15 Business Days of the date of service of the notice of dispute pursuant to Article 16.5(b) (or within such longer period as may be determined by the Remuneration Committee (with Investor Approval)), either:

- (i) (with Investor Approval) if the Market Value of some other Sale Shares has been determined by a Valuer as at a date within the 20 weeks preceding or following the relevant date, the Market Value per Share as so determined multiplied by the number of Sale Shares (the Pre-Existing Valuation); or
- (ii) if there is no Pre-Existing Valuation or Investor Approval is not given, the amount determined by a Valuer that, in the Valuer's opinion, represents their market value on the relevant date on the following basis:

by valuing all the Equity Shares (excluding any Equity Shares held as treasury shares) as a whole:

- (A) taking into account any Reserved Shares and Non-Executive Reserved Shares and any other Shares which may be allotted pursuant to options or convertible securities that are outstanding on the relevant date (and assuming that such Shares will be allotted and issued);
- (B) assuming a sale between a willing seller and a willing buyer on arm's length terms;
- (C) assuming, if the Company is then carrying on business as a going concern, that it will continue to do so;
- (D) taking into account any amounts outstanding under the Facilities Agreement and the Loan Notes (whether in respect of redemptions or arrears or accruals of interest) and any arrears, accruals or deficiencies of dividend on any Shares; and
- (E) otherwise reflecting any other factors which the Valuer reasonably considers should be taken into account,

and then valuing the Sale Shares as a rateable proportion of the value of all the Equity Shares (excluding any Equity Shares held as treasury shares), disregarding:

- 1) the fact that the Sale Shares represent a minority shareholding; and
- 2) any restrictions on transfer attaching to the Sale Shares,

but taking into account the rights and restrictions attaching to the Sale Shares in respect of income and capital.

#### 16.6 In the event of a failure by the Leaver or Mandatory Seller(s):

- (a) to respond with agreement of or to reject a proposal from the Remuneration Committee of the Market Value of the relevant Sale Shares within 10 Business Days of such proposal being made;
- (b) where no agreement is reached pursuant to Article 16.5(b) and the Leaver or Mandatory Seller(s) fail to:

- (i) (except where the Company has exercised its rights pursuant to Articles 17.3 and 17.5) agree to any proposed terms of engagement of the Valuer under this Article 16 within 10 Business Days of being so requested;
  - (ii) sign an engagement letter to appoint the Valuer; or
  - (iii) comply with its obligation to pay the costs of the Valuer (if applicable) under Article 17.8; or
- (c) to deliver written notice to the Company signed by the Leaver or Mandatory Seller(s) (within 10 Business Days of notice being given to the Leaver of the Company's proposal to appoint a Valuer to determine the Market Value) acknowledging and agreeing to pay the costs of the Valuer (if applicable) pursuant to the terms of Article 17.8,

then the Market Value of the relevant Sale Shares which was last proposed by the Remuneration Committee shall be (except where the Investor Majority otherwise determines) deemed to have been accepted and agreed by the Leaver or Mandatory Seller(s).

## 17 Mandatory Transfers - Valuer's Determination

17.1 If any Valuer is required to determine the Market Value of any Sale Shares, the Company and the Leaver (acting on behalf of all relevant Mandatory Sellers) or, where there is no Leaver, the Mandatory Seller(s) shall promptly request such determination and shall agree and sign an engagement letter with the Valuer in relation to such determination.

17.2 The Company and either the Leaver or the Mandatory Seller(s) (as applicable):

- (a) shall use their respective reasonable endeavours to agree the terms of the engagement letter with the Valuer:
  - (i) where the Auditors are to act as the Valuer, within 40 Business Days of the date of service of the Mandatory Disposal Notice; or
  - (ii) where no Auditors are for the time being appointed or they decline or are unable to act as the Valuer, within 20 Business Days of the agreement or nomination of the Valuer in writing; and
- (b) shall not unreasonably withhold or delay their agreement to any terms of engagement proposed by the Valuer (which may include a limitation on its liability, a waiver of claims against it and/or hold-harmless provisions and other similar indemnities at a level and of a nature consistent with market practice at that time).

17.3 Subject and without prejudice to Article 16.6, in the absence of agreement of the engagement letter within the relevant period specified in Article 17.2(a), the Company may (and shall if directed by the Investor Majority) use its powers under the power of attorney in the Investment Agreement or act as agent of the relevant Leaver or the Mandatory Seller(s) (as applicable) with full power and authority to agree the terms of the engagement letter with the Valuer for and on behalf of the Leaver or the Mandatory Seller(s) (as applicable).

17.4 Subject and without prejudice to Article 16.6, the Company and either the Leaver or the Mandatory Seller(s) (as applicable) shall sign the engagement letter as agreed with the Valuer within two Business Days after its agreement (whether pursuant to Article 17.2 and/or 17.3).

- 17.5 Subject and without prejudice to Article 16.6, if the Leaver or, where there is no Leaver, all the Mandatory Sellers have not signed the engagement letter within the relevant period specified in Article 17.4, the Company may (and shall if directed by the Investor Majority) use its powers under the power of attorney in the Investment Agreement or act as agent of the relevant Leaver or Mandatory Seller(s) (as applicable) with full power and authority to sign and deliver the agreed engagement letter for and on behalf of the relevant Leaver or the Mandatory Seller(s) (as applicable).
- 17.6 The authorities given pursuant to Articles 17.3 and 17.5 shall be irrevocable and are given by way of security for the performance of the obligations of the Leaver and the Mandatory Seller(s) under Articles 17.2(a) and 17.4.
- 17.7 In determining the Market Value of the Sale Shares, the Valuer shall act as an expert (not as an arbitrator) and its written determination shall be conclusive and binding on the Company and the Mandatory Seller(s) concerned (except in the case of fraud or manifest error).
- 17.8 The costs and expenses of the Valuer shall be paid by the Mandatory Seller(s) (who shall be liable for such costs and expenses on a joint and several basis) if the Market Value of the Sale Shares as determined by the Valuer (or where the Valuer provides a range for the Market Value, the lowest price in that range) is 110 per cent or less of the highest price (if any) proposed by the Remuneration Committee as the Market Value of the Sale Shares before the Valuer was instructed. Otherwise, they shall be paid by the Company. The costs and expenses payable by a Mandatory Seller pursuant to this Article 17.8 may be deducted from the consideration payable to them.
- 17.9 If any Valuer becomes unwilling or incapable of acting, then a replacement Valuer shall be appointed and Articles 17.1 to 17.8 shall apply to the replacement Valuer as if it was the first Valuer appointed and as if references to the date of service of the Mandatory Disposal Notice in the definition of Valuer and in such Articles were to the date on which the first Valuer becomes unwilling or incapable of acting.
- 18 Transfers and Redemptions pursuant to Mandatory Disposal Notice
- 18.1 Subject to Article 14.5 and compliance with the provisions of the Act (if applicable), completion of the transfer of the relevant Sale Shares and of the redemption or transfer of the relevant Mandatory Disposal Notes shall take place on the date falling 15 Business Days after the agreement or determination of the Sale Price (provided that the Company shall be permitted at any time to determine that the completion date shall be changed to any other date within 40 Business Days after the date of agreement or determination of the Sale Price) when the Mandatory Seller(s) shall:
- (a) either comply with the provisions of Article 14.2(c) or transfer the entire legal and beneficial interest in those Sale Shares and Mandatory Disposal Notes specified to the relevant Nominated Transferee(s) free from all liens, charges and encumbrances and together with all rights attaching to them and deliver the relevant share certificates (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) to the relevant Nominated Transferee(s);
  - (b) subject to compliance with Article 18.1(a), be paid the Sale Price for the Sale Shares sold provided that the Remuneration Committee may (with Investor Approval) elect that the Sale Price shall be settled by way of the issue by a Group Company of loan notes with an equivalent principal value which will become repayable on Exit. Any such loan notes shall not carry a coupon or accrue interest on the principal amount save in respect



of a Good Leaver where interest at Base Rate shall accrue on such principal amount; and

- (c) redeem (and have redeemed or transfer (as applicable)) the Mandatory Disposal Notes and have the consideration for such redemption or transfer paid or satisfied in accordance with Article 16.1.

18.2 If a Custodian becomes the holder of Sale Shares or Mandatory Disposal Notes as a consequence of the transfer to the Custodian of such Sale Shares or Mandatory Disposal Notes by a Leaver Shareholder, then, (unless and to the extent that the Directors with Investor Approval otherwise agree from time to time) they shall hold the same on, and subject to, the following terms:

- (a) the Sale Shares and / or Mandatory Disposal Notes shall be subject to a Suspension of Rights (save where a Suspension of Rights would trigger a requirement for mandatory or voluntary notification pursuant to the NSI, in which case any such Suspension of Rights would only commence where the Investor Majority has directed the Company in writing that it should);
- (b) save with Investor Approval, the Sale Shares and Mandatory Disposal Notes shall not become subject to any encumbrance;
- (c) the Custodian will transfer the legal title to the Sale Shares and Mandatory Disposal Notes and all such other Interests as they may have therein to (and only to) such person or persons and at such time or times and otherwise on such terms as the Remuneration Committee (with Investor Approval) may from time to time direct by notice in writing to the Custodian;
- (d) if an offer is made to a Custodian for the Sale Shares and/or Mandatory Disposal Notes it holds (whether as part of a general offer or otherwise) then they shall seek instructions from the Investor Majority as to what (if any) actions they should take with regard thereto and shall not take action to accept or decline such offer unless acting on the instructions of the Investor Majority; and
- (e) the Custodian appoints the Company (acting by any Director) as the agent of the Custodian to execute, in the Custodian's name and on the Custodian's behalf, any form of transfer form in respect of the Sale Shares and/or Mandatory Disposal Notes and to do such other things as the agent may consider necessary or desirable to transfer and complete the sale of the relevant Sale Shares and/or Mandatory Disposal Notes pursuant to Article 18.2(c).

## 19 Drag Along

19.1 If one or more Shareholders, including the Investor Majority, (Dragging Shareholders) wishes to transfer Equity Shares in relation to a Qualifying Sale to a purchaser (the Drag Buyer), the Investor Majority shall have the right by notice (Drag Along Notice) to each of the other Shareholders (Dragged Shareholders) to require all such Dragged Shareholders to:

- (a) redeem in accordance with the Loan Note Instruments, and/or to sell and transfer the legal and beneficial title to:
  - (i) all of the Loan Notes registered in their name, where the Dragging Shareholders are redeeming and/or selling and transferring all of their Loan Notes; or

- (ii) a proportion of the Loan Notes registered in their name which is equal to the proportion of Loan Notes being redeemed and/or sold and transferred by the Dragging Shareholders, where the Dragging Shareholders are redeeming and/or selling and transferring only part of their Loan Notes; and
- (b) sell and transfer the legal and beneficial title to all of the Shares registered in their name where the Dragging Shareholders are selling and transferring all of their Equity Shares

(the Dragged Securities) (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee), in respect of a sale and transfer, to the Drag Buyer (or as the Drag Buyer may direct) in accordance with the provisions of this Article 19.

19.2 A Drag Along Notice may be given to the Dragged Shareholders at any time before the completion of the transfer of the Dragging Shareholders' Equity Shares to the Drag Buyer (or as the Drag Buyer may direct). It shall specify:

- (a) the Dragged Securities which the Dragged Shareholders are required to redeem and/or transfer (as applicable) pursuant to Article 19.1;
- (b) the identity of the Drag Buyer (and, if relevant, the transferee(s) to whom the Drag Buyer directs the Dragged Securities are to be transferred);
- (c) the amount (if any) and form of consideration for which the Dragged Securities are to be redeemed and/or transferred (determined in accordance with Articles 19.3 to 19.7);
- (d) the proposed, place, date and time of transfer; and
- (e) the other terms and conditions of sale to which the Dragged Shareholders are required to adhere (determined in accordance with Article 19.7),

and shall be accompanied by all documents required to be executed by the Dragged Shareholders to give effect to the relevant transfer.

19.3 The amount (if any) of consideration for which the Dragged Shareholders shall be obliged to sell each of their Dragged Securities shall be:

- (a) in relation to the Shares, that to which they would be entitled if the aggregate value of the total consideration to be paid by the Drag Buyer for all of the Dragging Shareholders' Shares and the Dragged Shareholders' Shares as a whole was allocated to the Dragging Shareholders and the Dragged Shareholders on the same basis as set out in Articles 7 (Return of capital) and 8 (Exit); and
- (b) in relation to Loan Notes (other than those Loan Notes which have been or will be redeemed or repaid pursuant to the relevant Loan Note Instrument), that to which they would be entitled if the aggregate value of the total consideration to be paid by the Drag Buyer for all of the Dragging Shareholders' Loan Notes and the Dragged Shareholders' Loan Notes as a whole was allocated to the Dragging Shareholders and the Dragged Shareholders on the same basis as set out in the Junior Intercreditor Agreement.

19.4 If any of the consideration to be paid by the Drag Buyer is to be deferred or is otherwise not payable until after completion of the sale of the Dragged Securities, any initial consideration to be paid at the time of such completion shall be allocated to the Dragging Shareholders and the Dragged Shareholders in the following order of priority:

- (a) first, in respect of the Loan Notes which are redeemed or sold in the order of priority set out in the Junior Intercreditor Agreement; and
- (b) second, in respect of the Shares in the order of priority set out in Articles 7 (Return of capital) and 8 (Exit),

and if, and to the extent that, any deferred or other consideration is subsequently to be paid by the Drag Buyer it shall be allocated to the Dragging Shareholders and the Dragged Shareholders on the same basis as set out above in Articles 19.4(a) and 19.4(b) after taking into account any prior allocations of consideration that have already taken place.

19.5 For the purposes of Article 19.3 total consideration shall be construed as meaning the value or worth of the total consideration regardless of the form of the total consideration and shall exclude any offer to subscribe for or to acquire any share, debt instrument or other security in the capital of any Drag Buyer (or a Member of the Same Group as the Drag Buyer) made to a Shareholder which is in addition to the consideration proposed to be paid by the Drag Buyer for all the Securities to be purchased by the Drag Buyer.

19.6 The amount of consideration (if any) to be paid by the Drag Buyer for the Dragged Securities (as determined in accordance with Article 19.3) shall be paid in cash or in such other form of non-cash consideration with an equivalent cash value as shall be elected by the Drag Buyer (with Investor Approval) in the same form and proportions as is being paid for the Dragging Shareholders' Securities unless:

- (a) otherwise agreed with the Drag Buyer (with Investor Approval); or
- (b) the Drag Buyer elects (with Investor Approval) to pay Dragged Shareholders (in whole or in part) in cash of an equivalent amount to the value of any non-cash consideration paid to Dragging Shareholders.

19.7 Subject to Articles 19.3 to 19.6, the Dragged Securities shall be acquired on equivalent, or no more onerous, terms and conditions for which:

- (a) where there are Dragging Shareholders with the same class or type of Securities as the holder of the relevant Dragged Securities, those Dragging Shareholders; or
- (b) otherwise, the Investor Majority,

are selling their Securities, provided that:

- (c) any new investment by any of the Dragging Shareholders to acquire any share, debt instrument or other security in the capital of any Drag Buyer (or a Member of the Same Group as the Drag Buyer) other than as part of the consideration proposed to be paid by the Drag Buyer shall be disregarded;
- (d) without prejudice to the right of the Dragging Shareholders and of the Drag Buyer to require that the Dragged Shareholders contribute to any retention in relation to warranties, representations, covenants, undertakings and/or indemnities being provided by any of the Dragging Shareholders, the terms on which the Dragged Securities shall be acquired shall include (without limitation) warranties relating to the title of the Dragged Shareholders to the relevant Dragged Securities, capacity of the Dragged Shareholders to enter into the documents listed in Article 21.3 and that the entry into such documents and completion of the sale of the Dragged Securities does not contravene the provisions of any constitutional documents of the relevant Dragged

Shareholder or other documents or orders to which the relevant Dragged Shareholder is legally bound (to the extent relevant); and

- (e) the Dragged Shareholders who are not Investors and not RICS can be required to comply with the provisions of clause 18.4 of the Investment Agreement in relation to the giving of warranties, representations, covenants, undertakings and indemnities.

19.8 The transaction fees, costs and expenses (including the cost of any premium for any transaction related insurance) incurred by the Dragging Shareholders and the Dragged Shareholders that (as determined by the Investor Majority (acting reasonably)) are attributable to the transfer and/or redemption or repayment of Securities made in accordance with this Article 19 shall be borne by each of the Dragging Shareholders and the Dragged Shareholder on a pro rata basis to their holdings of Equity Shares transferred to the Drag Buyer. An amount equal to the Dragged Shareholders' proportionate share of such fees, costs and expenses shall, if the Investor Majority so requires, be deducted by the Company from the amount of consideration which the Dragged Shareholders are entitled to receive for their Dragged Securities (as determined in accordance with Article 19.3) and shall be used to pay their proportionate share of such fees, costs and expenses.

## 20 Reorganisation Drag Along

20.1 This Article 20 shall apply in circumstances where a Reorganisation is proposed by an Investor Majority and the Directors in relation to which a New Holding Company will acquire all the Shares in issue at the date of such acquisition on the basis that:

- (a) the consideration payable by the New Holding Company to:
  - (i) each Shareholder (in that capacity) shall be the issue to such holder of a number of shares in the capital of the New Holding Company either:
    - (A) with materially equivalent rights to the Shares that Shareholder holds prior to the Reorganisation; or
    - (B) in the event that the New Holding Company Shares are proposed to be all New Ordinary Shares, which are New Ordinary Shares,

in each case such that immediately thereafter such holder will hold the same proportion (or as nearly as practicable the same proportion) of the total number of New Holding Company Shares then in issue as the number of Shares held by such holder immediately prior to the Reorganisation represented as a proportion of the total number of Shares then in issue; and

- (b) all the New Holding Company Shares shall, immediately following their issue, constitute the entire, or substantially all of the, issued share capital of the New Holding Company.

If the Investor Majority and the Directors approve a Reorganisation, the Investor Majority shall have the right by notice (Reorganisation Drag Along Notice) to each of the other Shareholders, (Reorganisation Dragged Shareholders) to require all such Reorganisation Dragged Shareholders to transfer the legal and beneficial title to all of the Shares held by such Reorganisation Dragged Shareholders (the Reorganisation Dragged Shares) (free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee) to a New Holding Company in accordance with the provisions of this Article 20.

20.2 A Reorganisation Drag Along Notice may be given to the Reorganisation Dragged Shareholders at any time before the completion of the transfer of the Investor Majority Shares to the New Holding Company for the consideration set out in Article 20.1. It shall specify:

- (a) that the Reorganisation Dragged Shareholders are required to transfer all of their Shares pursuant to this Article 20;
- (b) the identity of the New Holding Company;
- (c) the form of consideration for which the Reorganisation Dragged Securities are to be transferred (determined in accordance with Article 20.1);
- (d) the proposed, place, date and time of transfer; and
- (e) the other terms and conditions of transfer to which the Reorganisation Dragged Shareholders are required to adhere (determined in accordance with Articles 20.4, 21.2, 21.3 and 21.4),

and shall be accompanied by all documents required to be executed by the Reorganisation Dragged Shareholders to give effect to the relevant transfer.

20.3 The consideration for which the Reorganisation Dragged Shareholders shall be obliged to transfer each of their Reorganisation Dragged Shares shall be determined in accordance with Article 20.1.

20.4 Subject to Article 20.1 and 21.3, the Reorganisation Dragged Shares shall be acquired on the same, or no more onerous, terms and conditions for which the Investor Majority are transferring their Shares.

## 21 Ancillary Drag and Reorganisation Drag Provisions

21.1 A Drag Along Notice or a Reorganisation Drag Along Notice may be revoked by the Investor Majority at any time and in their sole discretion prior to the completion of the transfer of the Dragged Securities or the Reorganisation Dragged Shares (as applicable) by notice to the Dragged Shareholders or the Reorganisation Dragged Shareholders (as applicable).

21.2 Completion of:

- (a) the sale and purchase of the Dragged Securities (less any Dragged Securities which are or have been redeemed) shall take place on the same date and at the same time and place as the sale of the Dragging Shareholders' Securities to the Drag Buyer (or as the Drag Buyer may direct) unless all of the Dragged Shareholders and the Dragging Shareholders otherwise agree; and
- (b) the transfer of the Reorganisation Dragged Shares and the issue of the New Holding Company Shares shall take place on the same date and at the same time and place as the transfer of the Investor Majority's Shares to the New Holding Company (for the consideration set out in Article 20.1)

21.3 On or before the Drag Completion Date or the Reorganisation Completion Date (as applicable) each Dragged Shareholder or Reorganisation Dragged Shareholder (as applicable) shall (to the extent required by the Investor Majority):

- (a) provide such information as is required by the Drag Buyer, the Investor Majority or the Board to establish and to evidence the direct and indirect legal and beneficial ownership of all Dragged Securities or Reorganisation Dragged Shares;
- (b) transfer the legal and beneficial title to all its Dragged Securities or Reorganisation Dragged Shares free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee;
- (c) deliver to the Company duly executed transfers of the Dragged Securities or Reorganisation Dragged Shares registered in its name in favour of the Drag Buyer or the New Holding Company (as applicable);
- (d) deliver to the Company the relevant loan note and/or share certificate(s) in respect of the Dragged Securities or the Reorganisation Dragged Shares (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates);
- (e) deliver to the Company a duly executed sale or transfer agreement or share for share exchange agreement (as applicable and, in each case, in a form agreed by the Investor Majority); and
- (f) enter into any other related documents (including in respect of a Reorganisation any shareholders' agreement on terms materially similar to, or no more onerous on the Reorganisation Dragged Shareholders than, those contained in the Investment Agreement and in these Articles together with any terms to give effect to the provisions of clause 18 (Exit) of the Investment Agreement) reasonably required by the Investor Majority (including any documents required pursuant to Article 19.7).

#### 21.4 Subject to compliance with Article 21.3

- (a) to the extent only that the Drag Buyer has put the Company in the requisite cleared funds or other form of consideration, the Company (or such other person as the Dragging Shareholders direct) shall on the Drag Completion Date (or as soon as reasonably practicable after the Completion Date) pay, on behalf of the Drag Buyer, to each of the Dragged Shareholders in respect of its Dragged Securities the consideration (if any) it is due in accordance with Articles 19.3 to 19.6, less any amount that is to be deducted from such consideration pursuant to Article 19.8. Pending compliance by each Dragged Shareholder with its obligations in Article 21.3, the Company (or such other person as the Dragging Shareholders direct) shall hold the funds or other form of consideration received from the Drag Buyer in respect of the Dragged Securities (less any amount that is to be deducted from such funds pursuant to Article 19.8) on trust for the Dragged Shareholders, without any obligation to pay interest; and
- (b) the New Holding Company shall issue to each of the Reorganisation Dragged Shareholders in respect of and as consideration for its Reorganisation Dragged Shares the consideration it is due in accordance with Articles 20.1. The issue of the New Holding Company Shares shall be made to each relevant Reorganisation Dragged Shareholder using the last known details of the Reorganisation Dragged Shareholders (including name and address) on the Company's register of members.

#### 21.5 Unless and to the extent that the Investor Majority otherwise direct the Company in writing, upon any person (other than the Drag Buyer or the New Holding Company), following the date of service of a Drag Along Notice or a Reorganisation Drag Along Notice (as applicable), becoming a Shareholder (or increasing an existing shareholding in the Company) including pursuant to

the exercise of any option, warrant or other right to acquire or subscribe for, or to convert any security into, Shares (New Shareholder):

- (a) a Drag Along Notice or a Reorganisation Drag Along Notice (as applicable) on the same terms as the previous such notice shall be deemed to have been served upon the New Shareholder, who shall then be bound to transfer the legal and beneficial title to all such Shares acquired by them (free from all liens, charges and encumbrance and together with all rights attaching to them and with full title guarantee), in respect of a transfer, to the Drag Buyer or to the New Holding Company (as applicable); and
- (b) the provisions of Articles 19 or 20 shall apply (with necessary modifications) to the New Shareholder as if it were a Dragged Shareholder or a Reorganisation Dragged Shareholder as at the date of the original Drag Along Notice or Reorganisation Drag Along Notice, except that, where completion of the transfer of the Dragged Securities and Reorganisation Dragged Shares has already taken place, the completion date of the transfer of the Shares shall take place on such date as the Investor Majority shall determine.

## 22 Tag Along

22.1 This Article 22 shall not apply to a Proposed Sale in respect of which a Drag Along Notice or a Reorganisation Drag Along Notice has been served or which is in accordance with Articles 11 (Permitted Transfers - Investors), 12 (Permitted transfers - B Ordinary Shareholders and C Ordinary Shareholders) or 13 (Permitted Transfers - Treasury Shares).

22.2 If Shareholder(s), including the Investor Majority, (Proposed Sellers) propose to transfer to any person or persons (whether through a single transaction or a series of related transactions) (together the Tag Buyer) more than 50% of the A Ordinary Shares (Proposed Sale), the Proposed Sellers shall not be entitled to transfer such Equity Shares and no such Equity Shares shall be capable of being purchased or transferred unless the Tag Buyer (or the Company in its capacity as agent for the Tag Buyer) shall have offered (Tag Offer) in accordance with this Article 22 to purchase from each of the other Equity Shareholders, other than any Excluded Equity Shareholders, (not being a Tag Buyer) (Other Shareholders) such proportion of the Equity Shares registered in their name (Tagged Shares) as is equal to the proportion which the Equity Shares that the Proposed Sellers are proposing to transfer to the Tag Buyer bears to the Proposed Sellers' total holding of Equity Shares.

22.3 A Tag Offer shall be made by notice specifying:

- (a) the identity of the Tag Buyer;
- (b) the number of Equity Shares that the Proposed Sellers are proposing to transfer to the Tag Buyer and the proportion that this bears to the Proposed Sellers' total holding of Equity Shares and the number of Equity Shares that the Tag Buyer is therefore offering to purchase from the Other Shareholders;
- (c) the amount and form of consideration and the proportion of cash and/or securities that the Tag Buyer is proposing to pay for each of those Equity Shares (determined in accordance with Article 22.4);
- (d) the proposed, place, date and time of transfer;
- (e) a time (being not less than 10 Business Days) within which the offer, if not accepted, shall be deemed to be declined; and

- (f) to the extent not set out in the accompanying documents, any other terms and conditions of sale on which the Tag Buyer is proposing to purchase the Proposed Sellers' and the Accepting Shareholders' Equity Shares,

and shall be accompanied by all documents required to be executed by the Other Shareholders if they accept the Tag Offer.

22.4 The amount and form of consideration and the proportion of cash and/or securities which the Tag Buyer shall offer and is proposing to pay for each of the Tagged Shares shall be the same as that offered and to be paid for each of the Proposed Sellers' Equity Shares being transferred to the Tag Buyer pursuant to the Proposed Sale, save that:

- (a) the provisions of Article 7 (Return of capital) and 8 (Exit) relating to a Share Sale shall apply to any transfer of Shares made pursuant to, and in accordance with, this Article 22; and
- (b) the Tag Buyer may elect (with Investor Approval) to pay Accepting Shareholders (in whole or part) in cash of an equivalent amount to the value of any non-cash consideration paid to Proposed Sellers.

22.5 Each Other Shareholder who accepts the Tag Offer within the offer period (Accepting Shareholder) shall be required to:

- (a) transfer the legal and beneficial title to all of their own Tagged Shares to the Tag Buyer free from all liens, charges and encumbrances and together with all rights attaching to them and with full title guarantee;
- (b) subject to Article 22.4, sell their own Tagged Shares on the same terms and conditions as are to be given to and by the Proposed Sellers pursuant to the Proposed Sale provided that an Investor who is an Accepting Shareholder shall not be required to give any representations, warranties, covenants, undertakings or indemnities other than warranties as to title to the Shares to be sold by that Investor and that the Investor has capacity to enter into the documents to sell such Shares. An Investor shall not be required to contribute to any retention;
- (c) deliver to the Tag Buyer the share certificates for their own Tagged Shares (or an indemnity in a form reasonably satisfactory to the Directors for lost certificates) and a duly executed sale agreement (in a form agreed by the Proposed Sellers) setting out the relevant terms and conditions of sale; and
- (d) pay their own proportionate share of such fees, costs and expenses that are to be borne by the Accepting Shareholders pursuant to Article 22.7.

22.6 Completion of the sale and purchase of any Tagged Shares in respect of which the Tag Offer has been accepted shall be conditional upon, and shall take place on the same date and at the same time and place as, the completion of the Proposed Sale (unless any of the Accepting Shareholders and the Tag Buyer (with Investor Approval) agree otherwise), save that if any Accepting Shareholder fails to comply with their obligations under Article 22.5 on or before the completion of the Proposed Sale or if some or all of the Other Shareholders do not accept the Tag Offer within the offer period:

- (a) the completion of the Proposed Sale may be made within three months of the end of the offer period without the completion of the sale and purchase of that Accepting Shareholder's Tagged Shares; and



- (b) the Tag Buyer shall not be under any further obligation to purchase those Tagged Shares.
- 22.7 The reasonable transaction fees, costs and expenses incurred by the Proposed Sellers and the Accepting Shareholders that (as determined by the Investor Majority) are attributable to the transfer of Shares made in accordance with this Article 22 shall be borne by each of the Proposed Sellers and the Accepting Shareholders pro rata to their holdings of Shares being transferred.
- 23 Transfer provisions - Default by Shareholder
  - 23.1 This Article 23 applies when a Shareholder is in default of any of its obligations under Articles 12.2, 12.4, 14.4, 17.3, 17.5, 18, 19, 20, 21 and/or 22.5 (Defaulting Shareholder).
  - 23.2 The Company may (and shall if directed by the Investor Majority) use its powers under the power of attorney in clauses 6.21 and 6.22 of the Investment Agreement or act as agent of the Defaulting Shareholder with full power and authority in the Defaulting Shareholder's name and on its behalf to:
    - (a) approve, sign and execute any agreements, documents and/or instruments and undertake any action, which the Company in its absolute discretion considers necessary or desirable in order for such Defaulting Shareholder to give effect to the transfer of the relevant Shares to the relevant transferee and the relevant redemption and/or sale and transfer of Loan Notes and to otherwise comply with and perform its obligations under Articles 12.2, 12.4, 14.4, 17.3, 17.5, 18, 19, 20, 21 and 22.5; and
    - (b) (as appropriate) deliver any such agreements, documents and/or instruments to the relevant transferee against receipt by the Company of the consideration (if any) payable for the relevant Shares and Loan Notes (to be held on trust for the Defaulting Shareholder without any obligation to pay interest) (such receipt being a good discharge to the relevant transferee who shall not be bound to see to the application of such payment).
  - 23.3 The Directors shall, notwithstanding any failure of the Defaulting Shareholder to deliver up its certificate (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) for the relevant Shares and/or Loan Notes, subject to due stamping (as applicable):
    - (a) ensure that any relevant Sale Shares and/or Loan Notes purchased by the Company are either (as directed by the Investor Majority) cancelled or, in respect of Shares, held by the Company in treasury, in each case, in accordance with the Companies Acts (as applicable); and
    - (b) authorise the registration of the transfer(s) and of the relevant transferee(s) (or, where relevant, the Company) as the holder(s) of the relevant Shares and/or Loan Notes so transferred.
  - 23.4 The cancellation of the relevant Shares and/or Loan Notes or the registration of the relevant transferee(s) (or, where relevant, the Company) as the registered holder(s) of such Shares and/or Loan Notes shall not be affected by any irregularity in, or invalidity of, such proceedings, and shall not be questioned by any person. The Defaulting Shareholder shall be entitled to receive the consideration for such Shares and/or Loan Notes, less any amount that is to be deducted from such consideration pursuant to the terms of these Articles, when they deliver up their certificate (or an indemnity in a form reasonably satisfactory to the Directors for any lost certificates) for the relevant Shares and/or Loan Notes to the Company.

23.5 The authority given pursuant to this Article 23 shall be irrevocable and is given by way of security for the performance of the obligations of the Defaulting Shareholder under Articles 12.2, 12.4, 14.4, 17.3, 17.5, 18, 19, 20, 21 and/or 22.5.

## 24 Transfer provisions - Evidence of compliance

24.1 For the purpose of ensuring that:

- (a) a transfer of Shares is permitted under these Articles;
- (b) no circumstances have arisen which entitle the Investor Majority to give a Mandatory Disposal Notice; and/or
- (c) no circumstances have arisen whereby a transfer of Shares is required to be or ought to have been made,

the Directors may (and shall if directed by the Investor Majority) require any Shareholder (other than an A Ordinary Shareholder) to provide, and/or procure that any other person provides, the Company with such information and evidence as the Directors or the Investor Majority require regarding any matter which they consider relevant for such purpose. Pending the provision of such information the Directors shall be entitled to refuse to register any relevant transfer.

24.2 Failing such information or evidence referred to in Article 24.1 being provided to the reasonable satisfaction of the Investor Majority within 10 Business Days of being requested, the Directors may (and shall if directed by the Investor Majority) notify the relevant Shareholder in writing of that fact. If the Shareholder fails to provide, or procure the provision of, such information or evidence to the reasonable satisfaction of the Investor Majority within 10 Business Days of receipt of such written notice, then (unless and to the extent that the Investor Majority otherwise direct the Company in writing) any Shares held by the relevant Shareholder shall automatically be subject to a Suspension of Rights until the failure to provide, or procure the provision of, such information or evidence is remedied to the reasonable satisfaction of the Investor Majority (save where a Suspension of Rights would trigger a requirement for mandatory or voluntary notification pursuant to the NSI, in which case any such Suspension of Rights would only commence where the Investor Majority has directed the Company in writing that it should).

24.3 If as a result of the provision of such information and evidence or otherwise, the Investor Majority are reasonably satisfied that:

- (a) a transfer of Shares (or of any Interest in Shares) has taken place which is not permitted under these Articles; or
- (b) circumstances have arisen whereby a transfer of Shares (or of any Interest in Shares) is required to be made,

the Directors may (and shall if directed by the Investor Majority) notify the relevant Shareholder in writing of that fact. If the Shareholder fails to remedy the situation to the reasonable satisfaction of the Investor Majority within 10 Business Days of receipt of such written notice, then the Investor Majority may serve a Mandatory Disposal Notice on the relevant Shareholder at any time and from time to time until the situation referred to in this Article 24.3 is remedied to the reasonable satisfaction of the Investor Majority.

## 25 Directors' powers and responsibilities - Model Articles

25.1 The following Model Articles apply:

3	Directors' general authority
4, except that the members shall not pass a special resolution under Model Article 4 without Investor Approval	Members' reserve power
5, except that the Directors shall not exercise any rights under Model Article 5 without Investor Approval.	Directors may delegate
6, except that the Directors shall not exercise any rights under Model Article 6(2) without Investor Approval.	Committees

## 26 Directors to take decisions collectively

Decisions of the Directors must be taken by:

### 26.1 a majority decision at a meeting; or

### 26.2 a majority decision by a Directors' written resolution adopted in accordance with Article 27 (Directors' written resolutions).

## 27 Directors' written resolutions

### 27.1 Any Director may propose a Directors' written resolution.

### 27.2 Subject to Article 27.3, a Directors' written resolution is proposed by giving notice in writing of the proposed resolution to each Director.

### 27.3 Any Director may waive their entitlement to notice of any proposed Directors' written resolution, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the Directors' written resolution.

### 27.4 A proposed Directors' written resolution is adopted when a majority of the Eligible Directors (provided such majority includes an appointed Investor Director) have signed one or more copies of it, provided that (other than in the case of a decision taken in accordance with Article 30.7) those Directors would have formed a quorum at a Directors' meeting had the resolution been proposed at such a meeting.

### 27.5 Once a Directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a Directors' meeting in accordance with these Articles.

### 27.6 An alternate director may sign a proposed Directors' written resolution (in addition to signing it in their capacity as a Director in their own right, if relevant) on behalf of each of their Appointors who:

- (a) have not signed or are not to sign the Directors' written resolution; and
- (b) are Eligible Directors in relation to the Directors' written resolution,

provided that (a) the alternate director is themselves an Eligible Director in relation to the Directors' written resolution and (b) (other than in the case of a decision taken in accordance with Article 30.7) those persons actually signing the Directors' written resolution would have formed a quorum at a Directors' meeting had the resolution been proposed at such a meeting.

## 28 Calling a Directors' meeting

28.1 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the company secretary (if any) to give such notice.

28.2 Notice of any Directors' meeting must indicate:

- (a) its proposed date and time;
- (b) where it is to take place or that it is proposed to take place virtually or remotely; and
- (c) if it is anticipated that Directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

28.3 Subject to Article 28.4, notice of a Directors' meeting must be given to each Director (other than to a Director who has given or received notice of termination of their employment contract). Notice does not need to be in writing. A Director who participates in a meeting shall be deemed to have received proper notice of the meeting.

28.4 Any Director may waive their entitlement to notice of any Directors' meeting, either prospectively or retrospectively, and any retrospective waiver shall not affect the validity of the meeting or of any business conducted at it.

## 29 Participation in Directors' meetings

29.1 Subject to these Articles, Directors participate in a Directors' meeting, or part of a Directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with these Articles; and
- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

29.2 In determining whether Directors are participating in a Directors' meeting, it is irrelevant where any Director is or how they communicate with each other.

29.3 If all the Directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

## 30 Quorum for Directors' meetings

30.1 At a Directors' meeting, unless a quorum is participating, no proposal is to be voted on or a decision is to be taken, except a proposal to call another meeting or a decision taken in accordance with Article 30.7.

30.2 The quorum for Directors' meetings (other than Directors' meetings that are adjourned in accordance with Article 30.6) is two Directors (or such other number of Directors as may be fixed from time to time by the Directors (with Investor Approval)) of which one (save in the circumstances set out in Article 30.3) must be an Investor Director or their alternate director and one must not be an Investor Director.

- 30.3 The circumstances referred to in Articles 30.2 and 30.6 are:
- (a) where Investor Approval is given;
  - (b) where there is no Investor Director in office; or
  - (c) in respect of a particular decision at a Directors' meeting, where there is no Investor Director in office who would be able to be counted as participating for quorum purposes in relation to that decision.
- 30.4 Subject to these Articles, a person who is an alternate director, but is not a Director in their own right, may be counted as participating for the purposes of determining whether a quorum is participating in any decision at a Directors' meeting, provided that their Appointor (or one of their Appointors):
- (a) is not participating in the decision at the Directors' meeting; and
  - (b) would have been an Eligible Director in relation to the decision if they had been participating in it.
- 30.5 No alternate director may be counted as more than one Director for the purposes of determining whether a quorum is participating in any decision at a Directors' meeting.
- 30.6 If the necessary quorum is not present within 30 minutes of the time at which the Directors' meeting was due to start, or if during the meeting a quorum ceases to be present, the meeting shall be adjourned for the consideration of the same business until the same time and place the next following week (or such other time as agreed by all Directors) when those Directors or the Director present shall constitute a quorum provided that (save in the circumstances set out in Article 30.3) one of them or the one Director is an Investor Director or their alternate director.
- 30.7 If the total number of Directors (other than alternate directors) in office for the time being is less than the number for the time being of Directors required to form a quorum in accordance with Article 30.2 or Article 30.6, the remaining Director or Directors must not (save with Investor Approval) take any decision other than a decision to appoint sufficient Directors to make up the required quorum or to call a general meeting to do so.
- 31 Chairman of the Board
- 31.1 A majority of Directors (with Investor Approval) shall have the right to appoint one of their number to be chairman of the Board (Chairman). The Investor Majority shall have the right, by written notice to the Company, to remove the Chairman from office.
- 31.2 The Director so appointed as Chairman shall preside at every Directors' meeting in which they are participating, but if no Chairman has been appointed, or if the Director so appointed as Chairman is unwilling to preside at a Directors' meeting or they are not participating in a Directors' meeting within 10 minutes of the time it was to start, the Investor Directors present shall appoint one of their number to be the Chairman for the purposes of that Directors' meeting.
- 32 Voting at Directors' meetings
- 32.1 Subject to these Articles, a decision is taken at a Directors' meeting by a majority of the votes of the Eligible Directors participating in the decision at the meeting.

- 32.2 Subject to these Articles, each Director participating in a decision at a Directors' meeting has one vote.
- 32.3 Subject to these Articles, an alternate director shall have one vote (in addition to their own vote in their capacity as a Director in their own right, if relevant) on any decision at a Directors' meeting for each of their Appointors who:
- (a) are not participating in the decision at the Directors' meeting; and
  - (b) would have been Eligible Directors in relation to the decision if they had been participating in it.
- 32.4 If the number of votes for and against a proposal at a Directors' meeting are equal, the Chairman will have a casting vote. But this does not apply if:
- (a) in accordance with these Articles, the Chairman is not an Eligible Director in relation to the decision; or
  - (b) an Investor Director is acting as Chairman and as a consequence of such casting vote Investor Directors would be entitled to exercise a majority of the votes exercisable by all Directors who are Eligible Directors.
- 33 Participating and voting when Director interested
- 33.1 A Director shall not be counted as participating for quorum and voting purposes in a decision at a Directors' meeting to authorise a matter for the purposes of section 175 of the Act if, in accordance with section 175(6) of the Act, the matter is such that the authorisation would only be effective if:
- (a) any requirement as to the quorum at the Directors' meeting at which the matter is considered is met without that Director counting; and
  - (b) the matter was agreed to without that Director voting or would have been agreed to if their vote had not been counted.
- 33.2 Without prejudice to the obligations of any Director:
- (a) to disclose any interest in proposed or existing transactions or arrangements with the Company in accordance with the Companies Acts; and
  - (b) to disclose any interest in accordance with Article 37.2(b),
- and subject always to Article 33.1 and the terms on which any authorisation by the Directors for the purposes of section 175 of the Act has been given, a Director shall be counted as participating for quorum and voting purposes in any decision at a Directors' meeting that is concerned with a matter in which they have, directly or indirectly, an interest provided that they have first obtained Investor Approval (unless the Director concerned is an Investor Director (or their alternate director), in which case no such consent shall be required).
- 33.3 If any question arises at a Directors' meeting as to the right of a Director (other than the Chairman) to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question may, before the conclusion of the meeting, be referred to the Chairman whose ruling in relation to any Director (other than the Chairman) is to be final and conclusive.

33.4 If any question arises at a Directors' meeting as to the right of the Chairman to be counted as participating for quorum or voting purposes in the meeting (or part of the meeting), the question is to be decided by a decision of the Directors at that meeting, for which purpose the Chairman is not to be counted as participating for quorum or voting purposes.

34 Directors' discretion to make further rules

Subject to these Articles, the Directors may (with Investor Approval) 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.

35 Records of Directors' decisions to be kept

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 decision taken by the Directors.

36 Transactions or arrangements with the Company

Subject to:

36.1 compliance with the Companies Acts (including sections 177 (Duty to declare interest in proposed transaction or arrangement) and 182 (Declaration of interest in existing transaction or arrangement) of the Act); and

36.2 (other than in the case of an Investor Director (or their alternate director)) Investor Approval, a Director may be a party to, or otherwise (directly or indirectly) interested in, any transaction or arrangement with the Company.

37 Directors' conflicts of interest

37.1 Subject to Article 37.2, for the purposes of section 175 of the Act:

(a) a Director shall be authorised to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly, any other Group Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested;

(b) an Investor Director (and their alternate director) shall be authorised to hold office as a director or other officer of, be employed or engaged by, hold shares or other securities in, or otherwise be interested in, whether directly or indirectly:

(i) an Investor;

(ii) an LDC Entity or an Investor Associate; or

(iii) any other company in which an Investor or Investor Associate also holds shares or other securities or is otherwise (directly or indirectly) interested;

(c) a Director shall be authorised to enter into, or otherwise be interested in, whether directly or indirectly, any transaction or arrangement in which the Company is (directly or indirectly) interested (other than a transaction or arrangement with the Company); and

- (d) a Director shall be authorised to be a party to any transaction or arrangement with any other Group Company or any other undertaking in which the Company is otherwise (directly or indirectly) interested.
- 37.2 In the case of any Director (other than an Investor Director (or their alternate director)) any authorisation pursuant to Article 37.1 is subject to:
  - (a) Investor Approval; and
  - (b) the Director declaring the nature and extent of their interest (other than a Non-Disclosable Interest) to the other Directors.
- 37.3 For the purposes of this Article 37, a Non-Disclosable Interest is an interest which cannot reasonably be regarded as likely to give rise to a conflict of interest or one that the other Directors are already aware of or ought reasonably to be aware of.
- 37.4 For the purposes of section 175 of the Act, where an office, employment, engagement, position or interest held by an Investor Director (or their alternate director) in another entity has been authorised pursuant to Article 37.1(b) and their relationship with that entity gives rise to an actual or potential conflict of interest with a Group Company (or any actual or potential conflict of interest may reasonably be expected to arise out of the matter so authorised), an Investor Director (and/or their alternate director) shall be authorised to:
  - (a) attend and vote at meetings of the Directors (or any committee of the Board) at which any matter relating to the actual or potential conflict of interest will or may be discussed and receive board papers or other documents relating to such meeting;
  - (b) receive confidential information and other documents and information relating to any Group Company, use and apply such information in performing their duties as a director, officer or employee of, or consultant to an Investor, or LDC Entity or Investor Associate and disclose that information to third parties in accordance with these Articles and/or the Investment Agreement; and
  - (c) give or withhold consent or give any approval, direction, agreement, opinion (of satisfaction or otherwise), request, decision, determination or notice which is required to be given or may be given by or on behalf of the Investors, the Investor Majority (including an Investor Approval) or the Investor Director(s) pursuant to the Investment Agreement and/or these Articles on behalf of the Investors, the Investor Majority or the Investor Director(s).
- 37.5 The following provisions of this Article apply to any authorisation of a matter by the Directors for the purposes of section 175 of the Act:
  - (a) an authorisation may extend to any actual or potential conflict of interest (including a conflict of interest and duty and a conflict of duties) which may reasonably be expected to arise out of the matter so authorised;
  - (b) an authorisation shall be subject to such conditions or limitations as the Directors may determine, whether at the time such authorisation is given or subsequently, and may be terminated by the Directors at any time; and
  - (c) a Director must comply with any obligations imposed on them by the Directors pursuant to any authorisation.



- 37.6 If a matter, office, employment, engagement, position, transaction or arrangement or interest has been authorised either pursuant to Article 37.1 or by the Directors in accordance with section 175 of the Act, then the Director in question shall not be required to disclose to the Company any confidential information received by that Director (other than by virtue of their position as a Director) relating to such matter, office, employment, engagement, position, transaction or arrangement or interest, or to use such information in relation to the Company's affairs, if to do so would result in a breach of a duty or obligation of confidence owed by them in relation to or in connection with that matter, office, employment, engagement, position, transaction or arrangement or interest.
- 37.7 For the purposes of this Article 37, a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 38 Accounting for profit when interested
- 38.1 Subject to compliance with the Companies Acts (including section 177 (Duty to declare interest in proposed transaction or arrangement) and 182 (Declaration of interest in existing transaction or arrangement) of the Act) and (other than in the case of an Investor Director (or their alternate director)) Investor Approval:
- (a) a Director shall not be accountable to the Company for any profit, remuneration or other benefit which they (or a person connected with them as defined in section 252 of the Act) derive from or in connection with any interest (whether directly or indirectly) in any transaction or arrangement with the Company;
  - (b) no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
  - (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of their duty under section 176 of the Act.
- 38.2 Subject always to the obligation of the Director to disclose their interest in accordance with Article 37.2(b) and to the terms on which any authorisation for the purposes of section 175 of the Act has been given and (other than in the case of an Investor Director (or their alternate director)) Investor Approval:
- (a) a Director shall not be accountable to the Company for any profit, remuneration or other benefit which they (or a person connected with them as defined in section 252 of the Act) derive from or in connection with anything authorised pursuant to Article 37.1 or by the Directors for the purposes of section 175 of the Act;
  - (b) no such thing authorised shall be liable to be avoided on the grounds of any such interest, profit, remuneration or benefit; and
  - (c) the receipt of any such profit, remuneration or other benefit shall not constitute a breach of their duty under section 176 of the Act.
- 39 Methods of appointing Directors
- 39.1 Any person who is willing to act as a Director, and is permitted by law to do so, may (subject to Investor Approval) be appointed to be a Director:
- (a) by ordinary resolution;

- (b) by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of such number of Shares as confer the right to a majority of the votes at a general meeting or on a written resolution of the Shareholders (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such appointment to take effect when the notice is received by the Company or on such later date (if any) specified in the notice; or
- (c) by a decision of the Directors or by a decision of the Remuneration Committee; or
- (d) (subject to Article 39.2) if an Enhanced Voting Event Notice has been served on the Company, by notice of appointment in writing to the Company signed by or on behalf of the Investor Majority, such appointment to take effect when the notice of appointment is received by the Company or such later date (if any) specified in the notice.

39.2 The Investor Majority shall not be permitted to appoint a Director pursuant to Article 39.1(d) where the persons appointed by the Investor Majority pursuant to Article 39.1(d) and the Investor Directors together account for 50 per cent or more of the Directors in office at any relevant time.

39.3 Article 39.1 does not apply to the appointment of an Investor Director.

#### 40 Termination of Director's appointment

A person ceases to be a Director (and, except with Investor Approval to the contrary, shall cease to be a director and officer of each other Group Company to which such person is appointed as a director or other officer) as soon as:

40.1 (other than in the case of an Investor Director (or their alternate director)) that person is removed as a Director:

- (a) by ordinary resolution;
- (b) by notice in writing to the Company signed by (or, in the case of a corporation, signed on its behalf by a director or by a person authorised by a decision of the directors or other governing body) the holder or holders of such number of Shares as confer the right to a majority of the votes at a general meeting or on a written resolution of the Shareholders (and may consist of several documents in similar form each signed by or on behalf of one or more holders), such removal to take effect when the notice is received by the Company or on such later date (if any) specified in the notice;
- (c) if an Enhanced Voting Event Notice has been served on the Company, by notice of removal in writing to the Company signed by or on behalf of the Investor Majority; such removal to take effect when the notice of removal is received by the Company or on such later date (if any) specified in the notice;
- (d) in the case of the Chairman and/or a Non-Executive Director, by notice of removal in writing by the Investor Majority; such removal to take effect when the notice of removal is received by the Company or on such later date (if any) specified in the notice; and/or
- (e) by a decision of the Remuneration Committee;

provided that:

- (f) any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between the Investor Director and the Company; and
  - (g) the Investor Majority shall not be permitted to remove a Director pursuant to Article 40.1(c) where, as a consequence of such removal (or otherwise) the Director(s) appointed by the Investor Majority pursuant to Article 39.1(d) and the Investor Directors together account for 50 per cent or more of the Directors in office at any relevant time.
- 40.2 that person ceases to be a Director by virtue of any provision of the Companies Acts (including pursuant to section 168 of the Act) or is prohibited from being a Director by law;
- 40.3 a bankruptcy order is made against that person;
- 40.4 a composition or arrangement is made with that person's creditors generally in satisfaction of that person's debts;
- 40.5 a registered medical practitioner who is treating that person gives a written opinion stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;
- 40.6 notice in writing is received by the Company from the Director that they are resigning from office, and such resignation has taken effect in accordance with its terms;
- 40.7 (other than in the case of an Investor Director (or their alternate director) notice in writing signed on behalf of, and approved by, the Remuneration Committee (with Investor Approval) removing that person from office is received by that person; or
- 40.8 where that person is an executive Director:
  - (a) the Remuneration Committee serves notice of termination on them; or
  - (b) unless the Remuneration Committee (with Investor Approval) determines otherwise, the person:
    - (i) serves notice of termination of their employment contract on the Company; or
    - (ii) becomes a Leaver.
- 41 Directors' remuneration and expenses
- 41.1 Model Articles 23 (Directors' remuneration) and 24 (Directors' expenses) apply.
- 42 Investor Director(s)
- 42.1 Without prejudice to, Articles 39.1 and 40.1 or under the Act but subject to Article Error! Reference source not found., the Investor Majority shall have the right to appoint up to two persons as Directors of the Company (each an Investor Director and together the Investor Directors). Any such appointment must be effected by notice in writing to the Company by the Investor Majority who may in a similar manner remove from office any Investor Director appointed pursuant to this Article, and appoint any person in place of any such Investor Director so removed, any such appointment or removal to take effect when such notice is received by the Company or on such later date (if any) specified in the notice.
- 42.2 The Investor Majority shall not be able to exercise the right to appoint Investor Directors to the extent that on appointment of an Investor Director it would result in the Investor Directors

appointed holding a majority of the votes capable of being cast at a meeting of the entire Board (taking into account any casting vote available in the event of an equality of votes) from time to time.

- 42.3 The Investor Director(s) shall be entitled to be appointed to any committee of the Directors and to the board of directors of any Group Company and to any committee of the directors of any Group Company.
- 42.4 Any consent or approval, direction, agreement, opinion (of satisfaction or otherwise), request, decision, determination or notice which is required to be given or may be given by the Investor Director(s), whether acting as agent on behalf of the Investors or the Investor Majority or otherwise, pursuant to these Articles may consist of several documents in similar form each signed by or on behalf of one or more Investor Director(s) and may be subject to conditions.
- 42.5 When there is no Investor Director in office any reference in these Articles to any consent or approval, direction, agreement, opinion (of satisfaction or otherwise), request, decision, determination or notice which is required to be given or may be given by the Investor Director(s) may instead be given by such other person (if any) as the Investors shall have, by written notice to the Company, designated for this purpose or, failing any person being so designated, by Investor Approval.
- 42.6 The Investors may, by written notice to the Company, delegate to an Investor Director or such other person (if any) as they think fit, the right to give or decline to give on behalf of the Investors consent or approval to any matter in relation to which Investor Approval is required to be sought under the terms of these Articles. The Investors may, by further written notice to the Company, terminate any such delegation at any time and for any reason.

#### 43 Investor Observer

- 43.1 The Investor Majority shall have the right at any time to appoint any one person to be an observer (Investor Observer). Any such appointment must be effected by notice in writing to the Company by the Investor Majority who may in a similar manner remove any Investor Observer appointed pursuant to this Article, and appoint any person in place of any such Investor Observer so removed, any such appointment or removal to take effect when such notice is received by the Company or on such later date (if any) specified in the notice.

- 43.2 The Investor Observer shall be entitled:

- (a) to receive notice of meetings of directors (and committees of directors) of each Group Company and all other information in respect of such meetings that an Investor Director would be entitled to receive and shall be entitled to receive such information (including notices of such meetings) at the same time as the Investor Director(s); and
- (b) to attend, observe and speak (but not vote) at meetings of directors (and committees of directors) of each Group Company,

but shall not be a director of any Group Company and shall not be counted in the quorum of any meeting of directors (or committee of directors) of any Group Company).

#### 44 RICS Observer

- 44.1 RICS shall have the right at any time to appoint any one person (who is an executive or a director of RICS) to be an observer (RICS Observer). Any such appointment must be effected by notice in writing to the Company by RICS who may in a similar manner remove any RICS

Observer appointed pursuant to this Article, and appoint any person in place of any such RICS Observer so removed, any such appointment or removal to take effect when such notice is received by the Company or on such later date (if any) specified in the notice.

44.2 The RICS Observer shall be entitled:

- (a) to receive notice of meetings of directors (and committees of directors) of the Company and all other information in respect of such meetings that a Director would be entitled to receive and shall be entitled to receive such information (including notices of such meetings) at the same time as the Director(s); and
- (b) to attend, observe and speak (but not vote) at meetings of directors (and committees of directors) of the Company,

but shall not be a director of any Group Company and shall not be counted in the quorum of any meeting of directors (or committee of directors) of any Group Company).

45 Appointment and removal of alternate directors

45.1 Any Director (other than an alternate director) (Appointor) may appoint any of the following as an alternate to exercise that Director's powers and carry out that Director's responsibilities in relation to the taking of decisions by the Directors in the absence of the alternate's Appointor, and may remove from office an alternate so appointed by them:

- (a) in the case of an Investor Director, any person willing to act; and
- (b) in the case of any other Director, any other Director or any other person willing to act who is approved by resolution of the Directors (with Investor Approval).

45.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors. The appointment or removal shall take effect, subject to any required approval of the Directors, when the notice is received by the Company or on such later date (if any) specified in the notice.

45.3 The notice must:

- (a) identify the proposed or existing alternate; and
- (b) in the case of a notice of appointment, contain (or be accompanied by) a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice.

45.4 A person may act as an alternate for more than one Director.

46 Rights and responsibilities of alternate directors

46.1 Except as these Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be Directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors.

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

46.3 Subject to these Articles, an alternate director has the same rights in relation to any decision of the Directors and any meetings of committees of Directors as each of the alternate's Appointors. In particular, each alternate director is entitled to receive notice of all proposed Directors' written resolutions and of all Directors' meetings and meetings of committees of Directors which each of their Appointors is entitled to receive.

#### 47 Termination of alternate directorship

An alternate director's appointment as an alternate for an Appointor terminates:

47.1 when that Appointor removes their alternate director in accordance with Article 45 (Appointment and removal of alternate Directors);

47.2 on the occurrence in relation to the alternate director of any event which, if it occurred in relation to that Appointor, would result in the termination of that Appointor's appointment as a Director;

47.3 on the death of that Appointor;

47.4 when that Appointor's appointment as a Director terminates; or

47.5 when notice in writing is received by the Company from the alternate director that they are resigning as an alternate director of that Appointor, and such resignation has taken effect in accordance with its terms.

#### 48 Directors' indemnity and insurance

To the extent permitted by the Companies Acts, the Company may (and in respect of any action taken by the Directors pursuant to Article 23 shall):

48.1 indemnify any director of the Company or of any associated company against any liability;

48.2 purchase and maintain insurance against any liability for any director of the Company or of any associated company.

#### 49 Written resolutions

49.1 A resolution of the Shareholders (or a class of Shareholders) may be passed as a written resolution in accordance with Chapter 2 of Part 13 of the Act.

49.2 A proposed written resolution lapses if it is not passed before the end of the period of 28 days beginning with the circulation date (as defined in section 290 of the Act).

#### 50 Calling general meetings

50.1 An Investor Director and/or any Investor acting alone may call a general meeting.

50.2 If, and for so long as, the Company has only a single Shareholder, such Shareholder shall be entitled at any time to call a general meeting.

50.3 A Shareholder present in person or by proxy at a general meeting shall be deemed to have received proper notice of the meeting and, if required, of the purposes for which it was called.

- 50.4 Subject to these Articles, where in the opinion of the Directors it is impractical to hold a physical meeting with all Shareholders who may wish to attend being present in one location, the Directors may (with Investor Approval) make any rule which they think fit about how a general meeting is to be held (including, subject to compliance with the Act, in respect of holding such meeting remotely or by electronic means), and about how such rules are to be recorded or communicated to Shareholders.
- 50.5 Subject to these Articles, Shareholders may participate in a general meeting, or part of a general meeting, when:
- (a) the meeting has been called and takes place in accordance with these Articles; and
  - (b) they can each communicate to the others any information (including as to their vote) or opinions they have on any particular item of the business of the meeting.
- 50.6 In determining whether Shareholders are present or participating in a general meeting, it is irrelevant where any Shareholder is or how they communicate with each other.
- 50.7 If all the Shareholders participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 51 Quorum for general meetings
- 51.1 Subject to Articles 51.2 and 54.3, the quorum for a general meeting shall be the Shareholder(s) holding not less than fifty per cent (50%) of the A Ordinary Shares for the time being in issue whether such Shareholders are present in person or by proxy.
- 51.2 If a general meeting is adjourned pursuant to Model Article 33(1) (applied by Article 57 (Voting at General meetings - Model Articles)) and at such an adjourned meeting the persons attending within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during such an adjourned meeting a quorum ceases to be present, then the quorum shall be one or more Shareholders present in person or by proxy who alone or together constitute an Investor Majority.
- 52 Voting restrictions
- 52.1 The voting rights of Shareholders as stated in the Act are subject to Article 54 (Voting - Equity Shares) and the voting rights of Shareholders as stated in the Act and in Article 54 (Voting - Equity Shares) are subject to:
- (a) Article 10.9 (Transfer and transmission of Shares - General);
  - (b) Article 15 (Mandatory Transfers - Suspension of Rights);
  - (c) Article 24.2 (Transfer provisions - Evidence of compliance); and
  - (d) Article 53 (No voting of Shares on which money due and payable).
- 53 No voting of Shares on which money due and payable
- Unless the Directors (with Investor Approval) otherwise determine, no voting rights attached to a Share may be exercised unless all amounts (including the nominal value and any share premium) due and payable to the Company in respect of that Share have been paid.

54 Voting - Equity Shares

54.1 Subject to Articles 52 (Voting restrictions) and 5.2, the Voting Shareholders shall (in that capacity) be entitled to receive notice of, and to attend, speak and vote at, general meetings of the Company and to vote on any written resolution of the Shareholders.

54.2 The B1 Ordinary Shares shall not be entitled to:

- (a) receive notice of, attend, speak or vote at, general meetings of the Company;
- (b) receive notice of, or vote on any written resolution of the Shareholders.

54.3 Subject to Articles 52 (Voting restrictions), 54.4 and 5.2, upon any resolution proposed at a general meeting of the Company on a show of hands and on a poll every Voting Shareholder who is present in person or by proxy shall have one vote in respect of each Voting Share registered in their name and on a vote on a written resolution of the Shareholders every Voting Shareholder shall have one vote in respect of each Voting Share registered in their name.

54.4 Except where Article 5.2 applies, for so long as an LDC Shareholder or any other LDC Entity is the legal and/or beneficial owner of Shares, such Shares held by all LDC Shareholders and all LDC Entities (whether legally or beneficially) shall not confer more than 49.9% of the total voting rights of all Shares at any time.

55 Delivery of proxy notices

55.1 A proxy notice must be received by the Company before the commencement of the general meeting or adjourned meeting to which it relates.

55.2 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. However, if that person votes at the meeting or adjourned meeting on a resolution, then as regards that resolution any proxy notice delivered to the Company by or on behalf of that person shall:

- (a) on a show of hands, be invalid; and
- (b) on a poll, be invalid to the extent that such person votes in respect of the Shares to which the proxy notice relates.

55.3 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. A notice revoking a proxy appointment only takes effect if it is received by the Company before the commencement of the meeting or adjourned meeting to which it relates.

55.4 When two or more valid but different proxy notices are received in respect of the same Share for use at the same meeting or adjourned meeting, the one which is last validly received (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other(s) as regards that Share. If the Company is unable to determine which was last received, none of them shall be treated as valid in respect of that Share.

55.5 If a proxy notice or notice of revocation of a proxy notice is not signed by the person appointing or revoking the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.



## 56 Corporate representatives

Where a Shareholder that is a corporation has authorised a representative or representatives to act on its behalf at a general meeting or at any separate meeting of the holders of any class of Share in accordance with the Act:

- 56.1 the corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if any such representative is present at it, and all references to attendance and voting in person shall be construed accordingly;
- 56.2 a Director or the company secretary (if any) may require any such representative to produce a certified copy of such authority before such representative is entitled to exercise any power on behalf of the corporation which they represent; and
- 56.3 a vote given or poll demanded by such representative at a general meeting or adjourned meeting (or at any separate meeting of the holders of any class of Share) shall be valid even though their authority has previously terminated unless notice in writing of the termination was received by the Company before the commencement of that meeting.

## 57 Voting at General meetings - Model Articles

- 57.1 The following Model Articles apply:

29	Attendance and speaking at general meetings
30	Quorum for general meetings
31	Chairing general meetings
32	Attendance and speaking by directors and non-members
33, except that Model Article 33(1) shall be subject to Article 51.2.	Adjournment
34	Voting: general
35, except that any decision of the chairman pursuant to Model Article 35(2) shall require Investor Approval to be valid and final	Errors and disputes
36, provided that for the purposes of Model Article 36(2) any Investor (acting alone) shall also be entitled to demand a poll	Demanding a poll
37, except that polls must be taken immediately and in such manner as the chairman of the meeting directs.	Procedure on a poll
38	Content of proxy notices

40	Amendments to resolutions
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## 58 Variation of Share rights

58.1 Subject to Articles 58.2 and 58.3, the rights attached to any class of Shares may be varied:

- (a) with the consent in writing from the holders for the time being of not less than 50% per cent in nominal value of the Shares of that class that are eligible to vote at a separate meeting of the holders of that class; or
- (b) by a special resolution passed at a separate meeting of the holders of that class sanctioning the variation.

58.2 For the purposes of Article 58.1 where any variation of rights applies in the same manner to A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (or, if different, in a manner no less favourable to B Ordinary Shares and C Ordinary Shares compared to A Ordinary Shares) the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall be treated as being within the same class of Shares.

58.3 If at any time an Investor Majority is entitled to serve an Enhanced Voting Event Notice, notwithstanding any provisions of these Articles to the contrary, the rights attaching to any class of Shares shall be varied by the consent in writing from the Investor Majority without any further consent required from holders of any relevant class of Shares but without prejudice to the provisions of clause 8.2(d) of the Investment Agreement.

58.4 The allotment of, or the grant of rights to subscribe for, or to convert any securities into, Shares which have preferential rights to one or more existing classes of Shares shall not constitute an alteration of the rights attached to any such existing classes of Shares.

## 59 Class meetings

The provisions of these Articles relating to general meetings apply, with any necessary modifications, to meetings of the holders of any class of Shares. In particular, any separate meeting for the holders of any class of Shares shall be called and conducted in all respects as nearly as possible in the same way as a general meeting of the Company, provided that:

- 59.1 no Shareholder, other than a Director, shall be entitled to notice of, or to attend or speak at, any such meeting unless they are a holder of Shares of that class;
- 59.2 the quorum at any such meeting (other than an adjourned meeting) shall be two persons (or if there is only one person holding Shares of that class, one person) present in person or by proxy holding or representing by proxy at least one-third in nominal value of the Shares of that class (excluding any shares of that class held as treasury shares);
- 59.3 the quorum at any adjourned meeting shall be one person holding Shares of that class who is present in person or by proxy; and
- 59.4 a poll may be demanded by any person holding Shares of that class who is present in person or by proxy and entitled to vote at the meeting and, subject to these Articles, on a poll, every Shareholder who is present in person or by proxy shall have one vote for every Share of that class they hold.

## 60 Distributions - Model Articles

Subject to Article 5 (Distributions), the following Model Articles apply:

70, except that the Directors may not exercise their powers under Model Article 70(1) to pay interim dividends without Investor Approval.	Procedure for declaring dividends
71 provided that Model Article 71(1) shall be subject to the provision of Article 5	Calculation of dividends
72	Payment of dividends and other distributions
73	Deductions from distributions in respect of sums owed to the company
74	No interest on distributions
75	Unclaimed distributions
76	Non-cash distributions
77	Waiver of distribution

## 61 Interests in Shares

Model Article 45 (Company not bound by less than absolute interests) shall apply.

## 62 Liens, calls on Shares, forfeiture and surrender

The following Model Articles apply, except that the Directors may not exercise their powers under Model Articles 52(3), 53(1), 54, 57, 59 or 60 without Investor Approval:

52, except that the company's lien shall apply to every share which is not fully paid	Company's lien over partly paid shares
53	Enforcement of the company's lien
54	Call notices
55	Liability to pay calls
56	When call notice need not be issued
57	Failure to comply with call notice: automatic consequences
58	Notice of intended forfeiture

59	Directors' power to forfeit shares
60	Effect of forfeiture
61	Procedure following forfeiture
62	Surrender of shares

### 63 Capitalisation

Model Article 78 shall apply, but:

- 63.1 as if the wording of Model Article 78(1)(a) were 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 any fund or reserve, including but not limited to the share premium account, capital redemption reserve, merger reserve, redenomination reserve or revaluation reserve; and;
- 63.2 any Shares allotted pursuant to Model Article 78(3) can only be allotted to the persons entitled (and not as they direct); and
- 63.3 for the purposes of Model Article 78, unless the relevant ordinary resolution provides otherwise, if the Company holds treasury shares of the relevant class, it shall be treated as if it were entitled to receive the dividends in respect of those treasury shares which would have been payable if those treasury shares had been held by a person other than the Company.

### 64 Fractions arising on consolidation and division

- 64.1 Model Article 69 (Procedure for disposing of fractions of shares) shall apply, except that the Directors may not exercise their powers under Model Article 69(2)(a) without Investor Approval.
- 64.2 Whenever, as the result of any consolidation or consolidation and division of Shares, any Shareholders would become entitled to fractions of Shares, the Directors may (with Investor Approval), subject to the provisions of the Companies Acts, allot to each such Shareholder, credited as fully paid by way of capitalisation, the minimum number of new Shares required to round up their holding following the consolidation to a whole number (such allotment being deemed to have been effected immediately before consolidation). For such purpose, the Directors may:
  - (a) capitalise a sum equal to the aggregate nominal amount of the new Shares to be allotted on that basis out of any profits or reserve of the nature referred to in Model Article 78(1); and
  - (b) appropriate and apply such sum in paying up in full the appropriate number of new Shares for allotment and distribution to such Shareholders on that basis; and
  - (c) generally do all acts and things required to give effect to any capitalisation pursuant to this Article 64.

65 Company Secretary

The Directors may appoint any person who is willing to act to be the company secretary for such term and on such conditions as they think fit, and may remove any company secretary so appointed.

66 Share certificates, company seal and records

The following Model Articles apply:

46	Certificates to be issued except in certain circumstances
47 except 47(2)(a)	Contents and execution of certificates
48	Consolidated certificates
49	Replacement share certificates
81, except to the extent relating to security seals	Company seals
83	No right to inspect accounts and other records

67 Form of notice

Any notice or other document to be given pursuant to these Articles (other than a notice calling a meeting of the Directors) must be in writing.

68 Notices to the Company

Any notice, document or other information may be served on or sent or supplied to the Company by anyone:

68.1 by sending it through the post in a prepaid envelope addressed to the Board at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose;

68.2 by delivering it by hand to or leaving it at its registered office or such other place in the United Kingdom as may from time to time be specified by the Company for that purpose in an envelope addressed to the Board;

68.3 by sending or supplying it by electronic means to an address specified by the Company from time to time for that purpose; or

68.4 by any other means authorised in writing by the Company.

69 Notices to Shareholders and Transmittees

69.1 Any notice, document or other information may be served on or sent or supplied to any Shareholder:

(a) personally;

- (b) by sending it through the post in a prepaid envelope addressed to the Shareholder at their registered address;
- (c) by delivering it by hand to or leaving it at that address in an envelope addressed to the Shareholder;
- (d) by sending or supplying it by electronic means to an address notified by the Shareholder to the Company from time to time for that purpose; or
- (e) by any other means authorised in writing by the relevant Shareholder.

69.2 Nothing in Article 69.1 shall affect any provision of the Companies Acts requiring offers, notices or documents to be served on or sent or supplied to a Shareholder in a particular way.

69.3 In the case of joint holders of a Share:

- (a) all notices, documents or other information shall be served on or sent or supplied to the person named first in the register in respect of the joint holding, and notice so given shall be sufficient notice to all joint holders; and
- (b) any request for consent to the receipt of communications in electronic form shall be sent or supplied to the person named first in the register in respect of the joint holding, and any express consent given by such holder to the receipt of communications in such manner shall bind all joint holders.

69.4 If a notice, document or other information is served on or sent or supplied to a Shareholder in respect of Shares and a Transmittree is entitled to those Shares, the Transmittree is bound by the notice.

69.5 Notices, documents or other information to be served on or sent or supplied to a Transmittree may be served on or sent or supplied to the Transmittree by name, or by the title of the representative of the deceased or trustee of the bankrupt (or by any like description), at an address supplied for the purpose by them. Articles 69.1 and 71 shall apply to any notice, document or information so served, sent or supplied as if references in those Articles to:

- (a) Shareholder are to the Transmittree; and
- (b) A Shareholder's registered address or address are to the address so supplied.

This Article 69.5 is without prejudice to paragraph 17 of Schedule 5 to the Act.

70 Notices to Directors

Any notice, document or other information may be served on or sent or supplied to a Director by the Company or by any other Director or the company secretary (if any):

- 70.1 personally;
- 70.2 by sending it through the post in a prepaid envelope addressed to the Director at their registered address or such other postal address as may from time to time be specified by the Director for that purpose;
- 70.3 by delivering it by hand to or leaving it at that address in an envelope addressed to the Director;

70.4 by sending or supplying it by electronic means to an address specified from time to time by the Director for that purpose; or

70.5 by any other means authorised in writing by the Director.

## 71 Service of notices on Shareholders or Directors

Any notice, document or other information (other than any notice, document or other information given to the Company including, for the avoidance of doubt, the appointment of a proxy):

71.1 addressed to a Shareholder or a Director in the manner prescribed by these Articles shall, if sent by post (whether in hard copy form or electronic form), be deemed to have been received:

(a) (if prepaid as first class) 24 hours after it was posted;

(b) (if prepaid as second class) 48 hours after it was posted;

(c) (if prepaid as airmail) 72 hours after it was posted,

and, in proving such receipt, it shall be sufficient to prove that the envelope containing such notice, document or other information was properly addressed, prepaid and put in the post;

71.2 not sent by post, but addressed to a Shareholder or a Director and delivered by hand to or left at an address in accordance with these Articles, shall be deemed to have been received on the day it was so delivered or left;

71.3 served, sent or supplied to a Shareholder or a Director by electronic means shall be deemed to have been received on the day it was sent, and, in proving such receipt, it shall be sufficient to show that such notice, document or information was properly addressed;

71.4 served, sent or supplied by any other means authorised in writing by the Shareholder or the Director shall be deemed to have been received when the Company has carried out the action it has been authorised to take for that purpose.

## 72 Compliance by Subsidiaries

The Company shall procure that each other Group Company shall comply with those provisions of these Articles which are expressed to apply to a Group Company and that no Group Company shall do or permit to be done any act, matter or thing which if it were done or permitted to be done by the Company would constitute a breach by the Company of any provision of these Articles or would require any consent, approval or sanction under these Articles, unless in such latter case such consent, approval or sanction has first been obtained.