

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

PLAZA TOPCO LIMITED

**(Incorporated in England and Wales under Registered no.
14187756)**

(Adopted by Special Resolution passed on 4 July 2022)

CONTENTS

Article	Page
1. Model Articles	1
2. Definitions and Interpretation	1
3. Share Capital.....	17
4. Securities' Issues.....	18
5. Dividend Rights.....	20
6. Return of Capital Rights.....	22
7. Voting Rights.....	24
8. Redemption Rights	27
9. Rights on Exit	29
10. Lien and Forfeiture	30
11. Prohibited Transfers	30
12. Permitted Transfers.....	32
13. Leavers.....	35
14. Drag Along	42
15. Tag Along	47
16. Proceedings of Shareholders.....	52
17. Number of Directors.....	54
18. Alternate Directors	54
19. Proceedings of Directors	54
20. Directors' Interests	55
21. Appointment and Removal of Directors.....	58
22. Retirement by Rotation	59
23. Company Secretary	59
24. The Seal	59
25. Indemnity and Insurance.....	59
26. Overriding Provisions	60
27. Notices.....	60
28. Winding Up.....	62

PRELIMINARY

1. MODEL ARTICLES

- 1.1** The articles of association of the Company (the "**Articles**") shall comprise the articles contained herein together with the articles contained in Schedule 3 to the Companies (Model Articles) Regulations 2008 (SI 2008/3229) (the "**Model Articles**") as amended prior to the date on which the Company was incorporated, save insofar as they are excluded or modified by, or are inconsistent with, the provisions contained herein.
- 1.2** The whole of Model Articles 5(2), 6(2), 9, 10, 11, 13(3), 14, 16, 19, 20, 21, 23(2), 23(3), 23(4), 25(1), 25(3)(b), 26(3)(a), 28, 30, 32, 33, 34, 36, 37(4), 37(5), 37(7), 37(8), 39, 42, 43(2), 46(2)(a), 50, 63(5), 64, 67(3), 70(5), 70(6), 70(7), 80, 81, 85 and 86 shall not apply to the Company.
- 1.3** Except as stated in this Article 1, no other regulations or model articles contained in any statute or subordinate legislation, including regulations contained in the Model Articles, shall apply as the articles of association of the Company.

2. DEFINITIONS AND INTERPRETATION

- 2.1** In these Articles the following expressions shall have the following meanings:

A Ordinary Shares means the A ordinary shares of £0.0001 each in the capital of the Company.

Accepting Shareholder Other Security shall be as defined in Article 14.8.2(b).

Accepting Shareholders shall be as defined in Article 14.2.

Act means the Companies Act 2006.

Adoption Date means 4 July 2022.

AIFM Regulations means the Alternative Investment Fund Managers Regulations 2013 (SI 2013/1773).

Alternative Consideration Election shall be as defined in Article 14.6.1.

Assets Sale means a sale by the Company or any other member of the Group of all or substantially all of the Group's business, assets and undertaking to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions (other than as part of a Reorganisation).

Available Profits means profits available for distribution within the meaning of the Act.

B Ordinary Shares means the B ordinary shares of £0.0001 each in the capital of the Company.

Bad Leaver shall be as defined in Article 13.5.2.

Board means the board of directors of the Company (or any duly authorised committee thereof) from time to time.

Breach Date means in respect of a Leaver who is classified as a Bad Leaver pursuant to Article 13.5.2 and a Leaver who is classified as a Very Bad Leaver pursuant to Article 13.5.3 (as applicable), the earlier of (i) the date on which such person became a Very Bad Leaver and (ii) where the Majority Investors subsequently become aware of facts, matters or circumstances in respect of a person (or a person's Principal Leaver or Permitted Transferor (as applicable)) which would, had they been known to the Investors or the Group at the relevant time, have enabled that person to be treated as a Very Bad Leaver, the date on which the Majority Investors (acting reasonably) reasonably believe the relevant facts, matters or circumstances first arose.

Business Day means any day other than a Saturday, Sunday or English bank or public holiday.

Buyer Group means the Proposed Buyer and its subsidiary undertakings, its parent undertaking (whether direct or indirect) and any other subsidiary undertakings of such parent undertaking at the relevant time.

Cash Equivalent Value means, in any case, such sum as shall be determined by the Majority Investors (acting reasonably) and notified to the Managers' Representative and the Inflexion Investors as being (in the case of deferred consideration) the then current value of the right to receive the Non-Cash Consideration in question or (in the case of consideration payable otherwise than in cash) the monetary value of such consideration at that time.

Cashflow means, in relation to a period, all payments made to the Company or any member of the Group by the Equistone Investors, and all receipts by the Equistone Investors (whether of a capital or income nature), in each case attributable to the A Ordinary Shares, the Preference Shares, the Loan Notes and any Further Investment during the relevant period, including:

- (a) subscription monies (including premium) paid by the Equistone Investors in respect of the Investments;
- (b) any dividends or interest (including default interest) received by the Equistone Investors on the Investments from the date of their issue;
- (c) redemption monies actually received by the Equistone Investors on the redemption or repayment of any Loan Notes or any Further Investment redeemed or repaid;
- (d) monies actually received by the Equistone Investors on a return of capital in respect of their A Ordinary Shares, their Preference Shares or any of their Further Investments;
- (e) monies actually received in connection with the transfer or other similar disposition by an Equistone Investor of any interest in the Investments; and

(f) the Equistone Investor Exit Amount,

PROVIDED THAT no payment to or by the Equistone Investors shall be counted more than once; no account shall be taken of any tax or withholding in respect of any payment taken into account as a Cashflow item; items (b) to (f) (inclusive) and any other payments to the Equistone Investors will be treated as positive and item (a) and any other payments by the Equistone Investors will be treated as negative; and each item within Cashflow shall be deemed to arise on the last day of the month in which its date of payment or receipt occurs. For the avoidance of doubt, any arrangement fees, monitoring fees and directors' fees (if any) received by the Equistone Investors in respect of the Investments shall not be counted as Cashflow items.

Co-Investment Scheme means any co-investment scheme, being a scheme under which certain officers, employees, members or partners of an Investor or its investment adviser, general partner, manager, operator, nominee or any member of its Investor Group are entitled or required (as individuals or through a Fund or any other vehicle) to acquire Shares, Loan Notes and/or any other Security.

Company means Plaza Topco Limited, a company incorporated in England and Wales (company number 14187756).

Company Redemption Notice shall be as defined in Article 8.2.

Company's website means any website operated or controlled by the Company which contains information about the Company.

Completion Date means 4 July 2022.

Confidential Information shall be as defined in Article 20.4.

Contingent Consideration means any consideration (whether in cash or otherwise), the payment of which is subject to the satisfaction of a condition (other than a condition solely relating to the effluxion of time) which is to be satisfied after the Exit (and which, for the avoidance of doubt, shall include any consideration in the form of an earn-out).

Declining Investor shall be as defined in Article 4.8.

Default Event shall mean any of the following:

- (a) failure by the Company to pay any Preference Dividend within 20 Business Days of the relevant due date without Investor Consent (irrespective of whether such dividend would be unlawful or would be incapable of payment by virtue of Article 26 (Overriding Provisions));
- (b) failure by the Company to redeem any Preference Shares in accordance with the requirements of Article 8 (Redemption Rights) within 20 Business Days of the relevant due date without Investor Consent (irrespective of whether such redemption would be unlawful or would be incapable of payment by virtue of Article 26 (Overriding Provisions));

- (c) failure by Midco or any other Group Company to pay any amount due in respect of the Loan Notes or other Securities (whether interest or principal) in breach of the terms of the Loan Note Instrument or relevant other instrument or agreement under which any other Security has been issued and/or constituted within 20 Business Days of the relevant due date without Investor Consent (irrespective of whether such payment would be prohibited by virtue of Article 26 (Overriding Provisions));
- (d) the proposal of a resolution: (i) for a Winding-Up; (ii) for a reduction in the capital of the Company; or (iii) varying any of the rights attaching to the Preference Shares and/or A Ordinary Shares, in each case without Investor Consent; or
- (e) any member of the Group being or, in the reasonable opinion of the Majority Investors acting in good faith (acting by Investor Direction), being likely to become insolvent within the following six months; or
- (f) any member of the Group being or, in the reasonable opinion of the Majority Investors acting in good faith (acting by Investor Direction), having no reasonable prospect of avoiding becoming, (within the following six months) in material breach of any provision of any of the Financing Documents (and for this purpose no account shall be taken of any waiver given in respect of any such breach by any person or any standstill agreement or similar arrangements with any person); or
- (g) any member of the Group being or, in the reasonable opinion of the Majority Investors acting in good faith (acting by Investor Direction), having no reasonable prospect of avoiding becoming, (within the following six months), in material breach of any of clauses 5 (*Provision of Information*), 6 (*Conduct of Business*), 8 (*Consents*), 9.1-9.10 (*Transfers and Allotments*), 11 (*Compliance Covenants*), 13 (*Confidentiality*) or 17 (*Exit and Refinancing*) of the Investment Agreement and such breach has been notified in writing to the relevant Group Company and, where capable of remedy, is not remedied to the reasonable satisfaction of the Majority Investors within 20 Business Days of such notification.

Defaulting Shareholder shall be as defined in Article 11.3.

Deferred Shares means the deferred shares of 0.01p each in the capital of the Company.

Director means a director of the Company from time to time.

Director Interest shall be as defined in Article 20.3.

Disproportionate Economic Effect shall be as defined in the Investment Agreement.

Drag Completion Date shall be as defined in Article 14.3.1.

Drag Notice shall be as defined in Article 14.2.1

Employee Trust means any trust established, with Investor Consent, to enable or facilitate the holding of Securities by, or for the benefit of, all or most of the bona fide employees of any Group Company.

Equistone Investor Exit Amount means the consideration (including the Cash Equivalent Value of any Non-Cash Consideration) to be received by the Equistone Investors for the Shares and/or Loan Notes and/or any Further Investment to be sold by the Equistone Investors in connection with the relevant Sale or immediately upon Listing or to be distributed in respect of the Shares, Loan Notes and/or any Further Investment held by the Equistone Investors in connection with a Winding-Up, net of any costs (and any VAT thereon) which are directly borne by the Equistone Investors in connection with such Sale or Listing (if applicable) and (i) where the Sale comprises a sale of some (but not all) of the Shares, Loan Notes and/or any Further Investment the amount which would have been paid if the whole of the Shares, Loan Notes and/or any Further Investment (owned by the Equistone Investors) had been acquired at the same price per relevant class of Security comprised in the Sale or (ii) where the Listing comprises a sale of some (but not all) of the Equity Shares, the Cash Equivalent Value of the Non-Cash Consideration represented by Equity Shares which will not be sold in the Listing but which are to be retained by the Equistone Investors following the Listing.

Equistone Investor Realisation means the aggregate of all positive Cashflow items being, for the avoidance of doubt, payments made to the Equistone Investors in respect of the Investments.

Equistone Investors shall be as defined in the Investment Agreement.

Equity Documents means these Articles, the Investment Agreement, the Loan Note Instrument and any instrument or agreement under which any other Security has been issued and/or constituted.

Equity Shares means the A Ordinary Shares, the B Ordinary Shares and any other class of equity securities in issue from time to time.

Excluded Notice means a Sale Notice, or a notice to a Defaulting Shareholder under Article 11.3 or a notice to appoint or remove a Director under Article 21.

Exit means a Sale, Assets Sale, Listing or Winding-Up.

Face Value means:

- (a) in respect of a Preference Share, the Issue Price of the relevant Preference Share plus the amount of any accrued but unpaid dividend (or similar) outstanding thereon;
- (b) in respect of a Loan Note or any other Security, the principal amount of the relevant Loan Note or other Security plus the amount of any accrued but unpaid interest (or similar) outstanding thereon (excluding any PIK Notes); and

- (c) in respect of a PIK Note, the principal amount of the relevant PIK Note plus the amount of any accrued but unpaid interest (or similar) outstanding thereon.

Fair Price shall be as defined in Article 13.5.6.

Family Member means, in relation to a Relevant Employee, their spouse, civil partner, and/or any one or more of the Relevant Employee's children (including step-children).

Family Trust means, in relation to a Relevant Employee, a trust or settlement set up wholly for the benefit of that person and/or their Family Members including a self-invested personal pension scheme which is a registered scheme within the meaning of the Finance Act 2004.

Final Leaving Date shall be as defined in Article 13.2.

Financing Documents shall be as defined in the Investment Agreement.

First Offer shall be as defined in Article 4.4.

FSMA means the Financial Services and Markets Act 2000.

Fund means any fund, bank, company, unit trust, investment trust, investment company, limited, general or other partnership, industrial provident or friendly society, any collective investment scheme (as defined by FSMA), any investment professional (as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (the "FPO")), any high net worth company, unincorporated association or partnership (as defined in article 49(2) of the FPO) or any high value trust (as defined in article 49(6) of the FPO), any pension fund or insurance company or any person who is an authorised person under FSMA.

Fund Participant shall be as defined in Article 11.6.1.

Further Drag Shares shall be as defined in Article 14.9.

Further Investment means any amount(s) invested by the Equistone Investors in the Company or in any other member of the Group (whether by way of subscription for further shares (whether equity or non-equity) or loan notes or by way of loan or otherwise) in addition to the Initial Investment.

Further Leaver Interests shall be as defined in Article 13.10.

Garden Leave shall mean any period during which any Group Company shall, in respect of an employee and pursuant to the service agreement between the relevant Group Company and that employee cease or have ceased to provide that employee with work following notice of termination being given by the relevant Group Company pursuant to such service agreement.

Good Leaver shall be as defined in Article 13.5.1.

Group means the Company and any undertaking which is a subsidiary undertaking of the Company from time to time (including from the Completion Date, any member of the Target Group) and, if applicable, any New Holding Company and references to "**Group Company**" and "**members of the Group**" shall be construed accordingly.

Hurdle Amount means the lowest amount payable in respect of the Securities which would result in the Equistone Investors on a return of capital on liquidation, or otherwise pursuant to Article 6.2, receiving both (i) an IRR of 25% on the Investments; and (ii) a 2.5 x Multiple on the Investments¹.

in electronic form means in a form specified by section 1168(3) of the Act and otherwise complying with the requirements of section 1168 of that Act.

Independent Expert means a partner at Ernst & Young LLP, KPMG LLP, Deloitte LLP, PricewaterhouseCoopers LLP or, where no such person is able or willing to act, or where the Majority Investors, by Investor Direction, so direct, any other reputable international accountancy firm or reputable international corporate finance house nominated by the Board (with Investor Consent) (in each case acting as an expert and not as an arbitrator) who shall, in each case, be engaged on terms to be agreed by the Board (with Investor Consent).

Inflexion Consent shall be as defined in the Investment Agreement.

Inflexion Investors shall be as defined in the Investment Agreement.

Inflexion Qualifying Offer shall be as defined in Article 14.1.2.

Inflexion Representative shall be as defined in the Investment Agreement.

Initial Investment means £75,249,836 being the sum of:

- (a) £610,121 subscribed by the Equistone Investors for A Ordinary Shares; and
- (b) £24,879,906 subscribed by the Equistone Investors for Loan Notes; and
- (c) £49,759,809 subscribed by the Equistone Investors for the Preference Shares,

in each case on or around the date of adoption of these Articles.

Intermediate Leaver shall be as defined in Article 13.5.3.

Investment Agreement means the investment agreement between (1) the Company, (2) Midco, (3) Richard Hurd-Wood and others, (4) the Equistone Investors (as defined therein), (5) the Inflexion Investors and (6) Equistone Partners Europe Limited.

Investments means the sum of the Initial Investment and any Further Investment(s).

¹ OC Note: Liberty to review.

Investor means any person who is or becomes an Investor for the purposes of the Investment Agreement and "**Investors**" shall be construed accordingly.

Investor Associate means, in relation to an Investor:

- (a) each member of that Investor's Investor Group (other than the Investor itself);
- (b) any general partner, limited partner or other partner in, or trustee, nominee, custodian, operator or manager of, or investment adviser to, that Investor or any member of its Investor Group;
- (c) any group undertaking of any general partner, trustee, nominee, custodian, operator or manager of, or investment adviser to, that Investor or any member of its Investor Group (excluding any portfolio company thereof);
- (d) any Fund which has the same general partner, trustee, nominee, operator, manager or investment adviser as that Investor or any member of its Investor Group;
- (e) any Fund which is advised, or the assets of which (or some material part thereof) are managed (whether solely or jointly with others), by that Investor or any member of its Investor Group including any feeder vehicle set up to facilitate investment in, and any vehicle that invests on a parallel basis with, or in lieu of, any such Fund;
- (f) any Fund in respect of which that Investor or its general partner, investment adviser, manager, operator, nominee or any member of its Investor Group is a limited partner, general partner, manager or investment adviser including any feeder vehicle set up to facilitate investment in, and any vehicle that invests on a parallel basis with, or in lieu of, any such Fund; or
- (g) any Co-Investment Scheme of that Investor or any member of its Investor Group, any Co-Investment Scheme in which the Investor is a participant or any person holding shares or other securities under such scheme or entitled to the benefit of shares or other securities under such scheme.

Investor Director means a Director appointed by the Majority Investors pursuant to the Investment Agreement.

Investor Group means, in relation to an Investor, that Investor and its subsidiary undertakings or, as the case may be, that Investor, any parent undertaking, whether direct or indirect, of that Investor and any other subsidiary undertaking of any such parent undertaking from time to time (excluding any portfolio company thereof) and references to "**member**" or "**members**" of the or an "**Investor Group**" shall be construed accordingly.

Investor Shares means the shares to be subscribed for by the Investors pursuant to the Investment Agreement and any other Shares held by an Investor from time to time.

IRR means that annual percentage discount rate which, when applied over the period between the date of Completion (as defined in, and pursuant to, the Investment Agreement) and the date on which each Cashflow occurs, or is deemed to have occurred

(calculated on a monthly basis, with each Cashflow treated as received on the last day of the month in which it was received and, for the avoidance of doubt, the discounted time period shall be expressed in months in order to produce a monthly discount rate), gives a net present value of zero for those Cashflows, adopting the convention of designating outflows as positive and inflows as negative.

Issue Price means: (a) in respect of a Share the price at which the relevant Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon; or (b) in respect of a Loan Note or other Leaver's Debt, the amount of principal originally lent or the price at which the relevant Security was issued (as applicable).

Leaver means:

- (a) any Shareholder, Noteholder and/or Security Holder who is on or at any time after the Completion Date a Relevant Employee and who subsequently ceases, or has ceased, to be a Relevant Employee;
- (b) any Shareholder, Noteholder and/or Security Holder who is:
 - (i) (or is the nominee of) a Family Member of;
 - (ii) (or is the nominee of) the trustee of a Family Trust of; and/or
 - (iii) holding Shares, Loan Notes and/or other Securities as nominee for any person who is on or at any time after the Completion Date a Relevant Employee, who subsequently ceases to be a Relevant Employee (such Relevant Employee being a "**Principal Leaver**"), in respect of the Shares, Loan Notes and/or other Securities held on behalf of the Principal Leaver or by or on behalf of any Family Member or trustee of a Family Trust of the Principal Leaver;
- (c) any Shareholder, Noteholder and/or Security Holder (not being an Investor) holding Shares, Loan Notes and/or other Securities as a result of a transfer made after the Completion Date by a person in relation to whom such Shareholder, Noteholder and/or Security Holder was a Permitted Transferee under the provisions of Articles 12.1.1 or 12.1.2 who ceases to be such a Permitted Transferee in relation to such person, including, without limitation, any Shareholder, Noteholder and/or Security Holder who ceases to be the spouse or civil partner of a Relevant Employee unless such Shares, Loan Notes or other Securities are transferred back to the original transferor (provided that the original transferor is not also at that time a Leaver);
- (d) save always in respect of any Investor or an Investor Associate, any corporate entity or other holding vehicle (excluding any Employee Trust) holding Shares, Loan Notes and/or other Securities as nominee for or otherwise on behalf of any Shareholder who is on or at any time after the Completion Date a Relevant Employee (such person being a "**Principal Leaver**"), who subsequently ceases to be a Relevant Employee, in respect of the Shares, Loan Notes and/or other Securities held on

behalf of that Shareholder or by or on behalf of any Family Member or trustee of a Family Trust of that Shareholder;

- (e) any person who holds or becomes entitled to any Shares, Loan Notes and/or other Securities:
 - (i) following the death of a Shareholder, Noteholder and/or Security Holder (such Shareholder, Noteholder and/or Security Holder being a "**Principal Leaver**");
 - (ii) following the bankruptcy of a Shareholder, Noteholder and/or Security Holder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Shareholder, Noteholder and/or Security Holder (if a company), in each case not being an Investor or a nominee of an Investor (and in each case, such Shareholder, Noteholder and/or Security Holder being a "**Principal Leaver**"); or
 - (iii) following the exercise of an option after ceasing to be a Relevant Employee.

Leaver's Debt means all Preference Shares, Loan Notes and other Securities held by a Leaver, or to which a Leaver is entitled, on the Leaving Date and any other Loan Notes and/or other Securities acquired by such Leaver, or to which such Leaver becomes entitled, after the Leaving Date, excluding any Leaver's Shares.

Leaver's Shares means all of the B Ordinary Shares and, in respect of a Very Bad Leaver only, A Ordinary Shares held by a Leaver, or to which a Leaver is entitled, on the Leaving Date, and any B Ordinary Shares (and, in respect of a Very Bad Leaver only, A Ordinary Shares) acquired by a Leaver or to which a Leaver becomes entitled after the Leaving Date whether under an employee share scheme or otherwise.

Leaving Date means the date on which the relevant person becomes a Leaver or Principal Leaver (as applicable) provided that, for the purposes of the definitions of "Leaver" and "Breach Date":

- (a) a person shall be deemed to cease or have ceased to be a Relevant Employee and to have become a Leaver or Principal Leaver (as applicable) upon the commencement of any period during which the relevant person is placed on Garden Leave (notwithstanding that the relevant person remains an employee of the Company or any other Group Company) or if not placed on Garden Leave, upon the date on which the relevant person serves or is given notice of termination of their employment, appointment or engagement;
- (b) in the case of a Leaver who falls within limb (e)(i) of the definition of "Leaver", the date of death of the Principal Leaver or such other later date designated by the Board (with Investor Consent); or

- (c) in the case of a Leaver which falls within limb (e)(ii) of the definition of "Leaver", the date the Principal Leaver was declared bankrupt or insolvent or such other later date designated by the Board (with Investor Consent).

Listing means the admission of the whole of any class of the issued share capital of the Company (or any New Holding Company) to the Official List of the Financial Conduct Authority and to trading on the London Stock Exchange's market for listed securities or to trading on the Alternative Investment Market of the London Stock Exchange or on any other Recognised Stock Exchange or other stock exchange or multi-lateral trading facility nominated by Investor Direction.

Listing Price means the price at which any Listing Share is sold in connection with, and at the same time as, the relevant Listing.

Listing Shares means the ordinary shares resulting from the consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 on a Listing, having such rights and restrictions as are set out in the New Articles.

Loan Note Instrument means the loan note instrument constituting the Loan Notes, executed by Midco and dated on or around the Completion Date.

Loan Notes means the £30,380,049 12% unsecured loan notes 2022 and PIK Notes constituted by the Loan Note Instrument or, as the case may be, the amount of such notes from time to time issued and outstanding, and references to a "Loan Note" shall be construed accordingly.

Majority Investors means those Investors holding more than 50% in number of the Investor Shares for the time being in issue.

Manager Majority Consent shall be as defined in the Investment Agreement.

Managers' Representative shall be as defined in the Investment Agreement.

Midco means Plaza Midco Limited, a company incorporated in England and Wales (company number 14187841).

Multiple means the multiple derived by dividing the Equistone Investor Realisation by the amount of Investments.

New Articles means articles of association of the Company adopted on a Listing in accordance with Article 9.6.

New Holding Company means any new parent undertaking of the Company formed for the purpose of facilitating a Refinancing or an Exit (or a Reorganisation).

Non-Cash Consideration means:

- (a) any consideration which is payable otherwise than in cash but which is capable of valuation as at the date of the Exit (including any Shares which are not sold in a Listing but which are held by the Shareholders following the Listing); and/or
- (b) any consideration (whether in cash or otherwise) which is deferred or otherwise not payable on completion of the relevant Exit, but which is capable of valuation as at the date of the Exit,

but for the avoidance of doubt, excluding any Contingent Consideration.

Noteholder means a holder of a Loan Note or Loan Notes from time to time.

Offeree shall be as defined in Article 4.1.

Offeror shall be as defined in Article 14.1.

Offeror Group means the Offeror and its subsidiary undertakings, its parent undertaking (whether direct or indirect) and any subsidiary undertakings of such parent undertaking at the relevant time.

Other Shareholder Other Security shall be as defined in Article 14.8.2.

Other Shareholder PIK Note shall be as defined in Article 14.8.3.

Other Shareholder Preference Share shall be as defined in Article 14.8.1.

Other Shareholders shall be as defined in Article 14.2.1.

Other Tag Shareholder shall be as defined in Article 15.9.

Other Tag Shareholder Other Security shall be as defined in Article 15.10.2.

Other Tag Shareholder PIK Note shall be as defined in Article 15.10.3.

Other Tag Shareholder Preference Share shall be as defined in Article 15.10.1.

Pension Scheme means an occupational pension scheme (as defined in section 235(6) of the Act) for the benefit of employees of any Group Company.

Permitted Transferee means, in respect of a Shareholder, a person to whom such Shareholder is permitted to transfer Shares under Article 12.

Permitted Transferor shall be as defined in Article 13.5.5.

PIK Notes shall be as defined in the Loan Note Instrument.

Preference Dividend shall be as defined in Article 5.2.

Preference Shares means the cumulative redeemable preference shares of £0.0001 each in the capital of the Company.

Principal Leaver shall be as defined in the relevant limb of the definition of "Leaver", as determined by the particular context.

Proposed Buyer shall be as defined in Article 15.1.

Proposed Sale shall be as defined in Article 15.1.

Proposed Seller Other Security shall be as defined in Article 15.10.2(b).

Proposed Sellers shall be as defined in Article 15.1.

Qualifying Offer shall be as defined in Article 14.1.

Recognised Stock Exchange means a recognised investment exchange, recognised overseas investment exchange, designated investment exchange or designated overseas investment exchange, in each case for the purposes of FSMA.

Refinancing means: (a) any refinancing (with Investor Consent) of the Group (or any Group Company), including any refinancing of the then existing third party debt financing arrangements of the Group and/or the raising of new third party debt financing of the Group; and/or (b) any recapitalisation of any Group Company (with Investor Consent), including the repayment or redemption of all or any of the Shares or any Loan Notes or any other debt incurred or debt securities or other Securities issued by the Company or any other Group Company.

Relevant Employee means:

- (a) an employee of the Company or any other Group Company; or
- (b) (in the case of any other person) a Director or a director of any other Group Company (other than in either case, for the purposes of Article 13 (Leavers), an Investor Director).

Relevant Investor shall be as defined in Article 20.3.2(b).

Relevant Payment Date(s) shall be as defined in Article 5.3.

Relevant Proportion shall be as defined in Article 14 or 15.4 (as the context may require).

Relevant Shares shall be as defined in Article 11.4.

Reorganisation means a bona fide reorganisation or bona fide restructuring of the Group (or any Group Company) proposed by the Board in good faith by any means in preparation for an Exit or Refinancing, including (but subject always to compliance with the Act): (a) the conversion, consolidation, sub-division, re-classification (including into deferred shares) and/or re-designation of the Shares or any shares of a Group Company (including on operation of Article 9.2 in relation to a Listing); (b) the reduction or alteration of the share capital or reserves of any Group Company by any means; (c) the exchange or conversion of any debt securities of any Group Company (including the Loan Notes) into new shares in the capital of any Group Company; and/or (d) the establishment of, and

acquisition of the Company by, a New Holding Company, provided such Reorganisation does not have a Disproportionate Economic Effect.

Sale means the transfer of more than 50% in number (or such higher percentage as may be specified by Investor Direction with Inflexion Consent) of the A Ordinary Shares held by the Investors to a single bona fide third party or to one or more third parties as part of a single transaction or series of connected transactions (other than as part of a Reorganisation or a sale to one or more Permitted Transferees).

Sale Notice shall be as defined in Article 13.2.

Sale Price shall be as defined in Article 13.5.5.

Securities means, as the context permits, collectively or any of, the Loan Notes, the Shares and any other securities (whether equity or debt securities) or other instruments evidencing indebtedness or similar and/or any rights convertible into, or exchangeable or exercisable for, any equity or debt securities of any Group Company or other indebtedness issued from time to time by any Group Company (excluding: (i) any amount borrowed or payable under the Financing Documents; (ii) any amount borrowed from or payable to any other lending institution; and (iii) any securities issued by a Group Company to another Group Company) and reference to a "**Security**" shall be construed accordingly.

Security Holder means a holder of a Security or Securities from time to time.

Security Interest means any mortgage, charge (whether fixed or floating) lien, option, pledge, restriction, equity, right of first refusal, right of pre-emption, third party right or interest, assignment, trust arrangement or other security interest of any kind or other type of agreement or arrangement having or which would have similar effect and any agreement (whether conditional or otherwise) to create any of the foregoing.

Share means any share in the capital of the Company from time to time.

Shareholder means any holder of any Share from time to time.

Shareholder Communication means any notice, resolution, document or information which the Company wishes or is required to communicate with Shareholders or other persons.

Shareholder Redemption Notice shall be as defined in Article 8.3.

Situational Conflict means a direct or indirect interest of a Director which conflicts or may potentially conflict with the interests of the Company (other than a Transactional Conflict or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest). For these purposes a conflict of interest shall include a conflict of interest and duty and a conflict of duties.

Start Date shall be as defined in Article 13.5.5.

Statutes means the Act and the Electronic Communications Act 2000 (including any subordinate legislation made under them).

Subsequent Offer shall be as defined in Article 4.4.

Tagging Shareholder shall be as defined in Article 15.8.

Tag Offer shall be as defined in Article 15.2.

Tag Seller shall be defined in Article 15.1.

Tag Shortfall shall be defined in Article 15.7.

Target means Douglas Topco Limited, a company incorporated in England and Wales (company number 10928377).

Target Group means the Target and its subsidiary undertakings from time to time.

Transactional Conflict means a direct or indirect conflict of interest of a Director which arises in relation to an existing or proposed transaction or arrangement with the Company.

Unvested Portion shall be as defined in Article 13.5.5.

Vested Portion shall be as defined in Article 13.5.5.

Very Bad Leaver shall be as defined in Article 13.5.3.

website communication means the publication of a Shareholder Communication on the Company's website in accordance with Part 4 of Schedule 5 of the Act.

Winding-Up means any winding-up, dissolution or liquidation of the Company or a New Holding Company (including following an Assets Sale).

writing means the representation of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in hard copy or electronic form or otherwise, and "**written**" shall also be construed accordingly.

2.2 Unless the context otherwise requires words and expressions defined in or having a meaning provided by the Act shall have the same meaning in these Articles, save that in relation to any person, a "**subsidiary**" and/or a "**subsidiary undertaking**" shall include any undertaking the shares or ownership interests in which are subject to security, where the legal title to such shares or ownership interests is registered in the name of the secured party or its nominee and which would, but for the security arrangements, otherwise be a subsidiary or subsidiary undertaking (as applicable) of that person.

2.3 The term "**connected person**" shall have the meaning attributed to it at the Completion Date by sections 1122 and 1123 of the Corporation Tax Act 2010 and the words "**connected with**" shall be construed accordingly, save that for these purposes, the term "company" (as defined in section 1123 of the Corporation Tax Act 2010) shall include a limited liability partnership and provided that two or more persons shall not be treated as

connected solely by reason of acting together to secure or exercise control of the Company (within the meaning of section 1122(4) of the Corporation Tax Act 2010). The term "**acting in concert**" shall have the meaning attributed to it at the Completion Date by the City Code on Takeovers and Mergers.

2.4 Unless the context otherwise requires or as expressly defined otherwise, references in these Articles to:

2.4.1 any of the masculine, feminine and neuter genders shall include other genders;

2.4.2 any reference to they, them, theirs or their may, according to the context, refer to a single individual person and should not, unless expressly stated otherwise, be construed as imposing or creating any joint obligations, covenants, warranties, representations, undertakings or liability;

2.4.3 the singular shall include the plural and vice versa;

2.4.4 a person shall include a reference to any natural person, body corporate, unincorporated association, partnership, firm or trust;

2.4.5 save where used in the definition of "Employee Trust", the terms "**employee**" and "**employees**" shall be deemed to include workers, consultants and non-executive directors, references to a "**contract of employment**," "**service agreement**" or similar and to the commencement or termination of "**employment**" or "**employment arrangements**" shall be deemed to include workers' contracts, contracts for consultancy, letters of appointment or similar and the commencement or termination of the same, references to "**resignation**" shall mean resignation in any such context, references to "**employer**" shall be deemed to include the member of the Group that the contract of employment or service agreement is with, and references to "**summary dismissal**" shall be deemed to include a reference to termination of a contract of employment or service agreement without notice;

2.4.6 any statute, statutory instrument or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated, re-enacted or replaced;

2.4.7 any document, agreement or instrument shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, supplemented, novated or replaced;

2.4.8 an "**Investor Consent**" or an "**Investor Direction**" shall mean the giving of a written consent or direction by the Majority Investors, provided that for so long as there is an Investor Director, any such consent or direction required or permitted to be given by the Majority Investors under these Articles shall be validly given if given by the Investor Director or, if at any time there is more than one Investor Director, any Investor Director in the manner set out in

clause 8 of the Investment Agreement (in each case such consent or direction to be given by the Investor Director in their capacity as a representative of the Majority Investors and not in their capacity as a director of the Company); and

- 2.4.9** any class of Shareholder giving a written direction, written consent or written notice shall, unless these Articles expressly provide otherwise, mean the giving of such a direction, consent or notice by the holders of not less than 50% in number of such class of Shares in issue from time to time.
- 2.5** The headings in these Articles are for convenience only and shall not affect their meaning.
- 2.6** In construing these Articles, general words introduced by the word "**other**" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words introduced by the word "**including**" shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.
- 2.7** A reference in this Articles to the "**transfer**" of any Share shall mean the transfer of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share:
- 2.7.1** any direction (by way of renunciation or otherwise) by a person entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than them;
- 2.7.2** any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;
- 2.7.3** any grant or creation of a Security Interest over any Share; and
- 2.7.4** any agreement, whether or not subject to any conditions, to do any of the things set out in Articles 2.7.1 to 2.7.3.
- 2.8** The definition of "**instrument**" in Model Article 1 (Definitions) shall be amended by the insertion of the words "sent or supplied" after the word "document" and the insertion of the words "or electronic" after the words "hard copy".

3. SHARE CAPITAL

- 3.1** The share capital of the Company at the Adoption Date is £61,704,119, divided into:
- 60,760,095 Preference Shares;
- 820,000 A Ordinary Shares; and

124,021 B Ordinary Shares.

- 3.2** Model Article 43(1) shall be amended by the insertion of the words "with Investor Consent" after the words "the Company may" and before the word "issue" and the insertion of the words "a further class or classes of" before the word "shares".
- 3.3** Model Article 44(2)(a) shall be amended by the insertion of the words "with Investor Consent" after the words "in cash, or" and before the words "in fully paid or partly paid shares or other securities" and also immediately before the words "or partly in one way and partly in another".
- 3.4** Subject to the Act and without prejudice to any other provision of these Articles or the Investment Agreement, the Company may, with Investor Consent, purchase its own shares with cash up to an amount in a financial year not exceeding the lower of: (i) £15,000; and (ii) the nominal value of 5 per cent. of the Company's fully paid share capital as at the beginning of the financial year.

4. SECURITIES' ISSUES

- 4.1** Save in respect of Securities issued under Articles 4.4 or 4.10 or clause 9.16 (*Unallocated Shares*) of the Investment Agreement, no new Securities may be allotted by the Company or any other Group Company unless (i) prior Investor Consent has been given and (ii) they are first offered for subscription to the holders of Securities (excluding any holder of Securities who is at that time a Leaver) (each an "**Offeree**"), as nearly as possible, on the same terms and in the same proportions between them as the number of Securities for the time being held respectively by each such Offeree bears to the total number of such Securities in issue. Any valuation for such Securities to be so issued shall be determined by the Board acting reasonably and in good faith (having consulted with the Managers' Representative and the Inflexion Representative) and by reference to the market value of the existing Securities in issue at the relevant time.
- 4.2** The offer referred to in Article 4.1 shall be made by notice specifying the number of Securities to which the relevant Offeree is entitled and stating a time (being not less than 10 Business Days from the date of the notice within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time or on the receipt of confirmation from the Offeree to whom such notice is given that the Offeree declines to accept the Securities so offered, the Board may (with Investor Consent and subject to Article 4.6) deal with the declined Securities in such manner as it may think most beneficial to the Company or relevant Group Company (including the decision not to issue the Securities to any person). If any fractional entitlements arise on the apportionment of any such new Securities amongst the Offerees accepting the offer made under Article 4.1 the allocation of such entitlements shall be determined by the Board (with Investor Consent).
- 4.3** It shall be a term of any offer made under Article 4.1 that any acceptance by an Offeree shall be for all, and not some only, of the Securities to which the relevant Offeree is entitled.

- 4.4** Subject to clause 29.4 of the Investment Agreement, the Company or relevant Group Company will not be required to make an offer of Securities under Article 4.1 if:
- 4.4.1** a Default Event has occurred (excluding for these purposes a Default Event set out in paragraph (g) of the definition of such term in Article 2.1) (and is continuing); or
 - 4.4.2** such issue is to a bona fide third party by way of consideration for an acquisition by any Group Company or in connection with the raising of debt.²
- 4.5** If Article 4.4.1 applies and/or the Company or any Group Company is issuing Securities in accordance with Article 7.3, the Company or any Group Company may issue such number of new Securities (at such valuation as is determined in accordance with Article 4.1) to any Investor or Investors (or their nominee(s)) or such other person as the Majority Investors by Investor Direction shall specify, ranking ahead of or *pari passu* with any class of Securities (the "**First Offer**") and any rights of pre-emption of the holders of Securities (other than the Investors allotted Securities in the First Offer) shall be deemed to be waived in respect of any such issue. As soon as reasonably practicable following the First Offer, and in any event no later than 20 Business Days after the issue of Securities the subject of the First Offer, the Company or the relevant Group Company shall (or, if so directed by Investor Direction, the Investor(s) and those other persons allotted shares in the First Offer shall) offer to all holders of Securities (other than, in either case, those Investors and those other persons allotted Securities in the First Offer and excluding any holder of Securities who is at that time (i) a Bad Leaver and/or (ii) a Very Bad Leaver) (the "**Subsequent Offer**") the right to subscribe or acquire (by no later than 30 Business Days after the First Offer Securities were issued) such number of Securities for the same subscription or acquisition price (as the case may be) as the Securities allotted in the First Offer to the effect that, if the Subsequent Offer were accepted, such Offeree would hold the equivalent proportion of Securities that it held prior to the First Offer.
- 4.6** If Article 4.5 applies so that a First Offer is proposed, notwithstanding any other provision in this Article, all Shareholders shall:
- 4.6.1** consent to any board or shareholders' meeting or meeting of a class of shareholders of any member of the Group being held on short notice to implement the First Offer and to procure (so far as it is able) that any director appointed by it will so consent;
 - 4.6.2** vote in favour of all resolutions as a shareholder and/or holder of a class of shares whether at a meeting or by signing a written resolution and/or (subject to their fiduciary duties) as a director of the relevant member of the Group, which are proposed by the Majority Investors to implement the First Offer; and

² TS Note: as agreed in term sheet.

- 4.6.3** to the extent reasonably able to do so in their capacity as a shareholder, procure the circulation to the board of directors or shareholders or a class of shareholders of the relevant member of the Group of such board or shareholder or class of shareholder written resolutions, consents and/or approvals (respectively) proposed by the Majority Investors to implement the First Offer and (subject to their fiduciary duties as a director of the relevant member of the Group) to sign (or to the extent permitted by applicable law in the case of a written resolution, to indicate their agreement to) such resolutions, consents and/or approvals and return them (or the relevant indication) to the Company or any relevant Group Company as soon as possible.
- 4.7** It shall be a term of any offer under Article 4.1 or 4.5 that each Offeree must acquire the same proportion of all other Securities (debt and/or equity) to be issued by any member of the Group as is equal to the proportion of Securities being offered to the Offeree.
- 4.8** If any Investor declines, or is deemed to decline, any offer made under Article 4.1 or 4.5 (a "**Declining Investor**"), the Securities to which such Declining Investor was entitled pursuant to such offer shall be offered to such other Investor or Investors as the Majority Investors, by Investor Direction, may specify, on the same terms as they were offered to the Declining Investor pursuant to Article 4.1 or 4.5, as applicable.
- 4.9** Any Shareholder who accepts an offer for new Shares under Article 4.1 or 4.5 shall, unless the Majority Investors direct otherwise by Investor Direction in respect of any accepting Shareholder which is not an Inflexion Investor, be issued with Securities of the same class (treating, for these purposes and for the avoidance of doubt, each class of Shares as a separate class) as such Shareholder holds as at the date of the offer.
- 4.10** If approved by Investor Consent and Manager Majority Consent and Inflexion Consent, the Company will not be required to make an offer of Securities under Article 4.1 or Article 4.5.
- 4.11** In this Article, "**Securities**" includes rights to subscribe for or convert into Securities.
- 4.12** The provisions of sections 561 and 562 of the Act shall not apply to an allotment of the Company's equity securities.

SHARE RIGHTS

5. DIVIDEND RIGHTS

- 5.1** Subject to: (i) the Board recommending payment of the same; (ii) Investor Consent; and (iii) the remaining provisions of this Article 5 (including the prior payment of any Preference Dividend due under Article 5.2), any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the A Ordinary Shares and B Ordinary Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time. For the avoidance of doubt, the holders of Deferred

Shares shall not be entitled to participate in any distribution made pursuant to this Article 5.1 in respect of such Deferred Shares.

5.2 The Company shall, without resolution of the Board or of the Shareholders and before application of any profits to reserve or for any other purpose, accrue in respect of each Preference Share a fixed cumulative preferential dividend (the "**Preference Dividend**") at the annual rate of 12% of the Issue Price per Share (excluding any associated tax credit) compounded annually on the 30 June in each year which shall accrue daily and be calculated in respect of the period to such date assuming a 365-day year.

5.3 Subject to the Company having sufficient Available Profits, and unless otherwise directed by an Investor Direction, the Preference Dividend shall be paid:

5.3.1 on any date or (if in instalments) dates for payment declared by the Board (acting with Investor Consent); or

5.3.2 immediately prior to an Exit or, if earlier:

(a) the date falling 10 years after the Completion Date;

(b) on the occurrence of a Default Event; or

(c) the date of any earlier redemption of the relevant Shares,

(the "**Relevant Payment Date(s)**") to the person registered as the holder of the relevant Share or Shares on that date, provided that no Preference Dividend shall be paid for a period of 24 months from the Completion Date, where such payment would be prohibited by Regulation 43 of the AIFM Regulations. The Preference Dividend shall be deemed to accrue from day to day after as well as before the commencement of a Winding-Up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of Shareholders in respect of share capital.

5.4 The Preference Dividend (or the relevant part thereof where it is to be paid in instalments) shall, provided the Company has sufficient Available Profits out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a debt due from and immediately payable by the Company on the Relevant Payment Date(s) (as determined in accordance with Article 5.3).

5.5 Where by reason of the Company having had insufficient Available Profits it is in arrears with the payment of any Preference Dividend, the first Available Profits arising thereafter shall be applied first, in or towards paying off all accruals and/or unpaid amounts of Preference Dividend and thereafter in or towards redeeming all Preference Shares which have not been redeemed on or by the due date for redemption in accordance with Article 8 (Redemption Rights).

5.6 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay

to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the Preference Dividends.

- 5.7** Model Article 70(1) shall be amended by the insertion of the words "Subject to Articles 4.1 to 4.7 inclusive" at the start of that Model Article.
- 5.8** Model Article 70(2) shall be amended by the insertion of the words "Subject to Articles 4.1 to 4.7 inclusive" at the start of that Model Article.
- 5.9** Model Article 74 shall be amended by the insertion of the words "(other than in accordance with Articles 4.4 and 4.5)" after the words "or other sum payable in respect of a share" and prior to the words "unless otherwise provided by".
- 5.10** Model Article 76(1) shall be amended by the insertion of the words "provided that the Preference Dividend shall be paid in cash unless the holders of 50% in number of the Preference Shares otherwise direct (with Investor Consent)" at the end of that Model Article.
- 5.11** Any entitlement to receive a Preference Dividend under this Article 5 (whether a right to a Preference Dividend accrual in the future or a right to receive payment of a Preference Dividend already accrued at that time) may be waived in full or (on a pro rata basis) in part across all Preference Shares by written notice to the Company signed by or on behalf of the holders of 50% in number of the Preferences Shares in issue at the relevant time (excluding any Preference Shares held by a person who is at that time a Leaver), and Model Article 77 shall be amended accordingly.

6. RETURN OF CAPITAL RIGHTS

- 6.1** The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.
- 6.2** On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities (including, for the avoidance of doubt, any debts arising from non-payment of Preference Dividends) and all other sums payable in priority shall be applied in the following order:
 - 6.2.1** in priority to any payments to be made pursuant to Article 6.2.2, in paying to each holder of Preference Shares in respect of each Preference Share of which it is the holder, an amount equal to: (i) 100% of the Issue Price thereof; and (ii) the aggregate amount of any accruals and/or unpaid amounts of Preference Dividend (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful by reason of there being insufficient Available Profits);

6.2.2 the balance of such assets (if any) after all payments to be made in priority shall be distributed³:

- (a) amongst the holders of the A Ordinary Shares and the B Ordinary Shares (*pari passu* as if the same constituted one class of Shares) in the ratio of 82:18 according to the number of such A Ordinary Shares and B Ordinary Shares held by the relevant Shareholder at the relevant time and in the event that the Hurdle Amount is exceeded, the surplus proceeds shall be distributed amongst the holders of the A Ordinary Shares and the B Ordinary Shares (*pari passu* as if the same constituted one class of Shares) in the ratio of 74.5 : 25.5 according to the number of such A Ordinary Shares and B Ordinary Shares held by the relevant Shareholder at the relevant time; and
- (b) after the distribution of the first £1,000,000,000 of such assets under Article 6.2.2(a), the holders of the Deferred Shares shall be entitled to receive an aggregate amount of £1 for all Deferred Shares then in issue and thereafter any balance of such assets shall be distributed in the same manner as is set out in Article 6.2.2(a), above.

6.3 For illustration purposes only, there is set out at Appendix 1 to the Investment Agreement a worked example showing how the provisions of this Article 6 are intended to operate.

6.4 The Board shall, no later than 20 Business Days prior to a return of capital under this Article 6.2, procure that calculations necessary to assess whether the Hurdle Amount has been exceeded are carried out and shall notify the Investors and the Managers' Representative in writing of the results of such calculations as soon as reasonably practicable after they become available. For the avoidance of doubt, all such calculations shall be made on an iterative basis.

6.5 Following receipt of such notice pursuant to Article 6.4, the Investors and the Managers' Representative (acting reasonably and in good faith) shall endeavour to agree the value of the IRR and the Multiple.

6.6 If the Shareholders have failed to reach unanimous agreement pursuant to Article 6.5 by the date which is 10 Business Days prior to the expected return of capital, the matter shall be referred to the Independent Expert for final determination. In making such determination, the Independent Expert shall act as an expert and not as arbitrator and the Independent Expert's decision shall (in the absence of manifest error) be final and binding on the Shareholders. The costs of the Independent Expert shall be borne by the Shareholders in such proportions as the Independent Expert may direct or, in the absence

³ OC Note: Liberty to review

of such a direction, shall be borne by the Shareholders pro rata to the proportions of the capital returned to them.

7. VOTING RIGHTS

7.1 The voting rights attached to each class of Shares shall be as set out in this Article:

7.1.1 on a written resolution, every Shareholder holding one or more A Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share held by them;

7.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands, every qualifying person (as defined in section 318(3) of the Act) present shall, subject to section 323(4) of the Act, have one vote, save that, subject always to the provisions of Article 7.3 and Article 7.5, a member, as defined in section 112 of the Act, who only holds Preference Shares and/or B Ordinary Shares and/or Deferred Shares shall not count as a qualifying person for the purposes of this Article 7.1.2; and

7.1.3 on a resolution to be passed at a general meeting of the Company on a poll, every Shareholder holding one or more A Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share of which they are the holder.

7.2 Subject to the remaining provisions of this Article 7, the Preference Shares, the B Ordinary Shares and the Deferred Shares will entitle the holders thereof to:

7.2.1 receive a copy of any written resolution circulated to eligible members under the Act at the same time as the resolution is so circulated but not to vote on such a resolution; and

7.2.2 receive notice of all general meetings but not to attend or vote at any general meeting.

7.3 Notwithstanding any other provisions of these Articles but without prejudice to Article 4.5, if at any time a Default Event has occurred and the Majority Investors (by an Investor Direction) so direct, then:

7.3.1 any A Ordinary Shares and any Preference Shares held by a person who is not an Investor shall cease to entitle each holder thereof to vote on any written resolution of the Company or of the holders of any class of Shares, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting;

7.3.2 the Preference Shares held by the Investors shall entitle each holder thereof to vote on any written resolution of the Company and to attend and vote at

any general meeting of the Company and, in the case of a resolution to be passed at such a meeting on a show of hands, to one vote, and in the case of a resolution to be passed at such a meeting on a poll, to one vote for each Preference Share of which it is the holder; and

7.3.3 subject to Article 4.5, new Shares in the Company may be issued, ranking ahead of or pari passu with any class of Shares, without the consent of the holders of such class or classes of Shares,

provided always all Shareholders other than a Leaver will be offered the right to participate in a Subsequent Offer in accordance with Article 4.5.

7.4 The provisions of Article 7.3 shall continue for so long as the Default Event subsists.

7.5 For the avoidance of doubt, the provisions in Article 7.3 shall enable the Equistone Investors holding any Investor Shares in issue from time to time to:

7.5.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting and/or separate class meeting; and

7.5.2 pass written resolutions of the Company and/or of the holders of any class of Shares in the Company pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on such a written resolution.

7.6 The provisions of Article 7.7 shall apply (unless the Majority Investors by an Investor Direction direct otherwise) if at any time any person becomes a Leaver.

7.7 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:

7.7.1 the Shares which any person referred to in Article 7.6 holds or to which they are entitled;

7.7.2 any Shares formerly held by any person referred to in Article 7.6, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and

7.7.3 any Shares formerly held by a Family Member of any person referred to in Article 7.6 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers),

shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or

at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.9, 7.10 and 7.11).

- 7.8** The provisions of Article 7.7 shall continue until such time as such person, and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.
- 7.9** The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 50% in number of the A Ordinary Shares (excluding any A Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.
- 7.10** Subject to Article 7.13, the class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 50% in number of the B Ordinary Shares (excluding any B Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.
- 7.11** The class rights attaching to the Preference Shares may be varied or abrogated either with the consent in writing of the holders of at least 50% in number of the Preference Shares (excluding any Preference Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of Preference Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the Preference Shares. Any variation or abrogation which does not affect the class rights attaching to the Preference Shares shall not require such consent.
- 7.12** Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:
- 7.12.1** the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, *pari passu* with, or in priority to them, or the issue of any Securities by any Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act; or
 - 7.12.2** any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.12.1.
- 7.13** Notwithstanding any other provision in these Articles, the rights attaching to the A Ordinary Shares as a class and to the B Ordinary Shares as a class may each be varied by a special resolution of the Company in general meeting or by a written resolution signed by

the holders of 50% in number of the Investor Shares in issue at the relevant time (and for the avoidance of doubt the voting rights in relation to any such resolution shall be as set out in this Article 7) provided that such variation does not adversely affect the economic rights attaching to such A Ordinary Shares or B Ordinary Shares (as applicable) as set out in these Articles in a manner which is disproportionate to the effect on the economic rights attaching to the Investor Shares.

8. REDEMPTION RIGHTS

8.1 The Preference Shares shall, subject to any restrictions set out in the Act, be redeemed as follows:

8.1.1 the Company shall (with Investor Consent) redeem all the Preference Shares then in issue immediately prior to an Exit or, if earlier:

- (a) the date falling 10 years after the Completion Date; or
- (b) on the occurrence of a Default Event;

8.1.2 the Company may, with Investor Consent, at any time on not less than 25 Business Days' notice in writing to the holders of Preference Shares, redeem such total number of Preference Shares as is specified in such notice,

provided that, in either case, no Preference Shares shall be redeemed for a period of 24 months from the Completion Date where such redemption would be prohibited by Regulation 43 of the AIFM Regulations.

8.2 Where Preference Shares are to be redeemed in accordance with Article 8.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a "**Company Redemption Notice**"). The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption (which, in the case of a redemption immediately prior to an Exit, shall be the expected date for redemption) and shall be given not less than 10 nor more than 14 Business Days prior to the date fixed for redemption. In the case of a redemption immediately prior to an Exit, the Company Redemption Notice shall be conditional on such Exit occurring within one month of the date fixed for redemption, failing which the Company Redemption Notice shall be revoked.

8.3 Notwithstanding Article 8.1, the holders of more than 50% in number of the Preference Shares in issue at the relevant time may at any time require the Company, by serving on it a notice (a "**Shareholder Redemption Notice**"), to redeem such amount of Preference Shares as is specified in the Shareholder Redemption Notice to effect a Refinancing or if a Default Event has occurred.

8.4 The holders of more than 50% in number of the Preference Shares in issue at the relevant time shall be entitled to withdraw the Shareholder Redemption Notice if they serve the Company with written notice to that effect before the redemption takes place.

- 8.5** Where a Shareholder Redemption Notice has been duly given, the Company shall be obliged, subject to having sufficient Available Profits with which to redeem the same, to redeem the Preference Shares specified in the Shareholder Redemption Notice on the first Business Day following the receipt of such notice (which day shall be the date fixed for redemption).
- 8.6** If the Company is unable, because of having insufficient Available Profits or because of the provisions of Article 26 (Overriding Provisions), to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so.
- 8.7** If the Company is at any time redeeming fewer than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.
- 8.8** On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.
- 8.9** If any certificate delivered to the Company pursuant to Article 8.8 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).
- 8.10** There shall be paid on the redemption of each Preference Share an amount equal to:
- 8.10.1** 100% of the Issue Price thereof; and
 - 8.10.2** all accruals and/or unpaid amounts of Preference Dividend in respect thereof, calculated down to and including the date of actual payment
- and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares.
- 8.11** If the Company fails or is unable to redeem any of the Preference Shares in full on the date due for redemption for any reason whatsoever, all Available Profits (or other monies which may lawfully be applied for the purpose of redeeming Shares) shall be applied in the order of priority specified in Article 5.5.

9. RIGHTS ON EXIT

- 9.1** In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale (unless such terms are in an agreement to which all Shareholders at the time of such Sale are a party), upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital (pursuant to Article 6 (Return of Capital Rights)).
- 9.2** In the event of a Listing, the Shares of each class shall, prior to or on the occurrence of such Listing (at such time as may be directed by Investor Direction), automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).
- 9.3** Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 shall be made on the following terms:
- 9.3.1** the consolidation, subdivision and/or redesignation shall take effect at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and
- 9.3.2** the Company shall issue to the relevant shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within 2 months of conversion in accordance with Article 9.5) resulting from the consolidation, subdivision and/or redesignation.
- 9.4** Following any conversion of Shares pursuant to Article 9.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 9.2 shall not constitute a variation of the rights attaching to any class of Shares.
- 9.5** Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.

- 9.6** In the event of a Listing, it is anticipated and agreed that, immediately prior to but conditionally upon the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 9.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 9.6 shall not constitute a variation of the rights attaching to any class of Shares.

10. LIEN AND FORFEITURE

- 10.1** The lien conferred by Model Article 52(1) shall attach to all Shares of any class, whether fully paid or not, and to all Shares registered in the name of any person indebted or under liability to the Company, whether they are the sole registered holder thereof or one of two or more joint holders. Model Article 52 shall be modified accordingly.
- 10.2** Model Article 52(3) shall be amended by the insertion of the words "with Investor Consent" after the words "the directors may".
- 10.3** Model Article 53(1) shall be amended by the insertion of the words "to such person(s) and on such terms as shall be contained in an Investor Direction" after the words "in such manner as the directors decide".
- 10.4** Model Article 60(2)(c) shall be amended by the insertion of the words "subject always to compliance with the provisions of Article 10" at the end of that Model Article.
- 10.5** Model Article 61(1) shall be amended by the insertion of the words "(subject to Article 10)" after "If" and immediately prior to the words "a forfeited share".

SHARE TRANSFERS

11. PROHIBITED TRANSFERS

- 11.1** Any person who holds, or becomes entitled to, any Share shall not, without Investor Consent (which, in the case of a transfer of Shares by an Equistone Investor, can only be granted with Inflexion Consent), effect a transfer of such Share, except in accordance with Article 12 (Permitted Transfers), Article 13 (Leavers), Article 14 (Drag Along, whether as an Accepting Shareholder or Other Shareholder) or Article 15 (Tag Along, whether as a Proposed Seller or a Tagging Shareholder).
- 11.2** The reference in Article 11.1 to the transfer of a Share shall mean the transfer of either or both of the legal and beneficial ownership in such Share and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Share and the following shall be deemed (but without limitation) to be a transfer of a Share:

- 11.2.1** any direction (by way of renunciation or otherwise) by a Shareholder entitled to an allotment or issue of any Share that such Share be allotted or issued to some person other than them;
 - 11.2.2** any sale or other disposition of any legal or equitable interest in a Share (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;
 - 11.2.3** any grant or creation of any Security Interest over any Share; and
 - 11.2.4** any agreement, whether or not subject to any condition, to do any of the things referred to in Articles 11.2.1, 11.2.2 or 11.2.3.
- 11.3** For the purpose of ensuring compliance with Article 11.1, the Company may (with Investor Consent in the case of a proposed transfer by a Shareholder other than the Investors) (and shall immediately if so directed by an Investor Direction) require any Leaver or other Shareholder (other than where such Shareholder is an Investor) to provide to the Company such information and/or evidence as the Board may request in relation to a proposed transfer, and if such information and/or evidence is not provided to the satisfaction of the Board within 10 Business Days of any request, the Board shall forthwith upon receipt of an Investor Direction, or otherwise with Investor Consent (in the case of a proposed transfer by a Shareholder other than the Investors), notify the relevant Leaver or Shareholder (the **"Defaulting Shareholder"**) that a breach of the transfer provisions of these Articles is deemed to have occurred, whereupon:
- 11.3.1** the Company shall refuse to register any transfer of the Relevant Shares (otherwise than with an Investor Consent);
 - 11.3.2** the Relevant Shares shall cease to confer on the holder thereof (or any proxy thereof) any rights:
 - (a) to vote on any written resolution of the Company or of the holders of any class of Shares or to attend and vote (whether on a show of hands or on a poll) at a general meeting of the Company or at any separate class meeting; or
 - (b) to receive dividends or other distributions (other than the Issue Price of the Relevant Shares upon a return of capital) or to receive any further Shares issued pursuant to the exercise of a right attaching to the Relevant Shares or in pursuance of an offer made to the holder thereof; and
 - 11.3.3** if the Defaulting Shareholder is not a Leaver, they shall (upon an Investor Direction) forthwith be treated as a Leaver, or if no such Investor Direction is made, they may be required by the Board (with Investor Consent) at any time following such notice to transfer (or procure the transfer of) some or all of

the Relevant Shares to such person(s) at a price determined by the Board with Investor Consent or as directed by an Investor Direction.

11.4 The rights referred to in Article 11.3.2 may be reinstated by the Board (with Investor Consent) or, if earlier, upon the completion of the transfer of the Leaver's Shares or other transfer as contemplated by Article 11.3.3. The expression "**Relevant Shares**" shall mean the Shares which the Defaulting Shareholder holds or to which they are entitled and any Shares formerly held by them which have been transferred in breach of Article 11.1 or in accordance with Article 12 (Permitted Transfers).

11.5 Each Shareholder (other than the Inflexion Investors) hereby irrevocably appoints any Director as their agent to execute, complete and deliver any form of transfer or other document required to give effect to the provisions of these Articles for and on their behalf, including in respect of any transfer pursuant to this Article 11, Article 13.2 or Article 14.2.

11.6 Notwithstanding the provisions of Article 11.2:

11.6.1 a transfer by any partner, unitholder, shareholder, or other participant in, or operator, manager or custodian of, any Fund (a "**Fund Participant**") (or by any trustee or nominee for any such Fund Participant) of any interest in such Fund to any person who is, or as a result of such transfer becomes, a Fund Participant;

11.6.2 the creation of any Security Interest over any Shares or Loan Notes or any other Securities registered in the name of an Investor or any nominee thereof or over any interest in a Fund; and

11.6.3 the assignment or transfer of the beneficial ownership in any Shares, Loan Notes or any other Securities registered in the name of an Investor or any nominee thereof to any Investor Associate or its nominee,

shall not be, and shall not be deemed to be, a transfer of Shares for any purpose under these Articles.

11.7 Model Article 67(4) shall be amended by the insertion at the end of that Model Article of the words "and, accordingly, shall be subject to the restrictions on transfers of Shares contained in Article 11".

12. PERMITTED TRANSFERS

12.1 Notwithstanding the provisions of Article 11 (Prohibited Transfers):

12.1.1 any Relevant Employee may, with Investor Consent (not to be unreasonably withheld or delayed), transfer their Shares, Loan Notes (or any other Securities) to any of their Family Members over the age of 18 or to the trustees of their Family Trust provided that:

(a) following any such transfer (and taking into account all other transfers made by them on or prior to the date of such transfer) the

Relevant Employee continues to hold at least 50% in number of all Shares, Loan Notes (or any other Securities) held by them and their Permitted Transferees from time to time;

- (b) the relevant Family Member or trustees (as the case may be) shall:
 - (i) undertake (in a form acceptable to the Majority Investors) to exercise all voting rights attaching to such Shares, Loan Notes (or any other Securities) to attend all meetings and to sign all forms of proxy, consents to short notice and other documents relating to such exercise in accordance with the directions of the Relevant Employee;
 - (ii) give the Relevant Employee full, unconditional and irrevocable authority to transfer such Shares, Loan Notes (or any other Securities) on behalf of the Family Member or trustees (as the case may be) on an Exit or agree to a Listing or Winding-Up on behalf of such person(s);
 - (iii) provide such evidence of identity as the Company and/or the Investors may require for anti-money laundering purposes;
 - (iv) comply with the terms of the Investment Agreement (including the execution of a deed of adherence to the Investment Agreement in a form satisfactory to the Majority Investors prior to the transfer taking place); and
 - (v) enter into such security arrangements (including the execution of a share pledge and/or signed but undated transfer instruments) as the Majority Investors may reasonably require prior to the transfer taking place;

12.1.2 any Shareholder who is a trustee of a Family Trust may at any time transfer any Share, Loan Notes (or any other Securities) which they hold in that capacity to:

- (a) the new or remaining trustees of the Family Trust upon any change of trustees; and
- (b) the Relevant Employee or any of their Family Members over the age of 18 on their becoming entitled to the same under the terms of the Family Trust,

provided that the provisions of Article 12.1.1(a) and 12.1.1(b) shall apply to any such transfer;

12.1.3 any Shareholder who is a trustee of an Employee Trust may at any time transfer any Share, Loan Notes (or any other Securities) which they hold in that capacity to:

- (a) the new or remaining trustees of the Employee Trust upon any change of trustees;
- (b) any beneficiary of the Employee Trust, with Investor Consent; and
- (c) any director or employee of any Group Company, with Investor Consent;

12.1.4 any Shareholder who is an Investor or any person who holds Shares as a nominee, custodian or trustee or otherwise on behalf of an Investor may transfer the legal and/or beneficial interest in any Share held by it to:

- (a) a syndicatee, in accordance with clause 9.13 of the Investment Agreement;
- (b) any Investor Associate of that Investor (save that any transfer to a secondary continuation fund shall only be permitted to the extent such fund is managed and/or advised by the same or an affiliated entity as the transferring Investor and provided such transfer does not result in liquidity being provided to any limited partner of that transferring Investor and/or a carry payment event);
- (c) the beneficial owner of the Shares;
- (d) an Employee Trust or to any director or employee of any Group Company;
- (e) on a distribution in kind or otherwise under the relevant partnership agreement or trust deed or other constitutional document(s) of a Fund, the partners of a limited partnership or to the holders of units in a unit trust or to the shareholders of, participants in, or holders of any other interest in, any Fund; or
- (f) any Co-Investment Scheme;

12.1.5 any Shareholder holding Shares in connection with a Co-Investment Scheme may, with Investor Consent, transfer any Share to:

- (a) another person who holds or is to hold Shares or Loan Notes or any other Security in connection with such Co-Investment Scheme; or
- (b) any persons on their becoming entitled to the same under the terms of such Co-Investment Scheme;

- 12.1.6** any Shareholder holding Shares, Loan Notes (or any other Securities) as a result of a transfer made after the Completion Date by a person in relation to whom such Shareholder was a Permitted Transferee may at any time transfer any Share, Loan Notes (or any other Securities) to the person who originally transferred such Shares, Loan Notes (or any other Securities) (or to any other Permitted Transferee of such original transferor); and
- 12.1.7** any Shareholder (other than an Equistone Investor) may transfer any Shares, Loan Notes (or any other Securities) to any person with Investor Consent.
- 12.2** Subject to Article 11.3, the Company shall be obliged to register any transfer made pursuant to the above provisions.
- 12.3** Where any Shareholder holding Shares, Loan Notes (or any other Securities) as a result of a transfer made after the Completion Date by a person in relation to whom such Shareholder was a Permitted Transferee ceases to be such a Permitted Transferee, such Shareholder shall immediately transfer all such Shares, Loan Notes (or any other Securities) to the person who originally transferred the Shares, Loan Notes (or any other Securities) to them or to any other Permitted Transferee of such original transferor, and prior to such transfer occurring the provisions of Article 11.3 shall apply unless Investor Consent is given to the contrary (in the case of any Shareholder other than the Equistone Investors) or Inflexion Consent is given to the contrary (in the case of an Equistone Investor).
- 12.4** Each holder of A Ordinary Shares agrees that if it intends to transfer any of its A Ordinary Shares in accordance with this Article 12, it may only make such transfer, if, in relation to each A Ordinary Share being so transferred, unless otherwise agreed by an Investor Consent (or, where the transferor is an Equistone Investor, Inflexion Consent), it shall transfer to the buyer of such A Ordinary Shares the same proportion of Preference Shares, Loan Notes and any other Securities held by it (together, where applicable, with the attached right to the relevant accrued but unpaid dividend or interest or other such payment owned by such Security Holder) as the proportion of A Ordinary Shares to be transferred in accordance with this Article 12 bears to the total number of A Ordinary Shares held by the relevant holder prior to the transfer.
- 12.5** A transfer of A Ordinary Shares required pursuant to Article 13 (Leavers) shall not require a transfer of Preference Shares, Loan Notes or other Securities.

13. LEAVERS

- 13.1** The provisions of this Article shall apply to any Leaver and to any Leaver's Shares and any Leaver's Debt.
- 13.2** Subject to Article 13.7, 13.8 and 13.10, within the period commencing on the relevant Leaving Date and expiring at midnight on the first anniversary of such date (the "**Final Leaving Date**"), the Majority Investors may direct the Company by an Investor Direction immediately to serve a notice on the Leaver (which notice may be served on one or more

occasions if the first and subsequent notices do not relate to all of the Leaver's Shares and/or are revoked pursuant to Article 13.3) notifying such Leaver that they are, with immediate effect, deemed to have offered such number and class of their Leaver's Shares to such person(s) as may be specified in the Investor Direction in accordance with Article 13.11 below (a "**Sale Notice**"). On receipt of a Sale Notice, the relevant Leaver shall, subject to Article 13.3, be obliged forthwith to transfer, at the Sale Price as determined in accordance with Article 13.5, such number of their Leaver's Shares to the person(s) specified in the Sale Notice. Subject to Article 13.3, completion of the sale and purchase of the Leaver's Shares in accordance with the Sale Notice shall take place on the date specified in the Sale Notice (or where there is a dispute as to the Fair Price, within five Business Days of the date on which the Fair Price is agreed or determined in accordance with Articles 13.5.6 and 13.6) whereupon the Leaver shall transfer the relevant Leaver's Shares to the person(s) specified in the Sale Notice (or any subsequent notice served upon the Leaver by the Company with Investor Consent) and deliver the relevant Share certificates against payment in cash of the Sale Price for such Shares.

13.3 At any time after service of a Sale Notice pursuant to Article 13.2, and/or 13.7 and/or 13.10 but before completion of the transfer of Shares referred to in such Sale Notice, the Majority Investors may (by an Investor Direction and for any reason) direct the Company to revoke the Sale Notice relating to a Leaver's Shares, in which case the transfer of the Leaver's Shares contemplated by such Sale Notice shall not take place. Revocation of a Sale Notice in accordance with this Article 13.3 shall not preclude the Company from serving a further Sale Notice in accordance with Article 13.2, and/or 13.7 and/or 13.10.

13.4 Save in the case of an acquisition of Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Article 13.2, and/or 13.7 and/or 13.10, the Company may receive the relevant purchase money and may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Leaver's Shares and shall hold the purchase money on trust (without interest) for the Leaver. The receipt of the Company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after their name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Leaver's Shares by the Company, if the Leaver defaults in transferring any Leaver's Shares pursuant to Article 13.2, and/or 13.7 and/or 13.10, the Company may nominate some person to execute an instrument of transfer of such Leaver's Shares in the name and on behalf of the Leaver and thereafter, when such instrument has been duly stamped (if required), the Company shall cause such share capital to be cancelled or held in treasury in accordance with the Act and shall hold the purchase money on trust (without interest) for the Leaver.

13.5 In these Articles:

13.5.1 a Leaver shall be deemed to be a **"Good Leaver"** in circumstances where they or (as relevant) their Principal Leaver:

- (a) dies;
- (b) ceases to be a Relevant Employee due to serious and permanent illness or disability suffered by such Relevant Employee or a Family Member (other than as a result of the abuse of alcohol and/or drugs);
- (c) ceases to be a Relevant Employee by reason of a bona fide redundancy;
- (d) ceases to be a Relevant Employee by reason of retirement at age 65 or older; or
- (e) is (in the absolute discretion of the Remuneration Committee) designated a Good Leaver by Investor Direction;

13.5.2 a Leaver shall be deemed to be a **"Bad Leaver"** in circumstances where they or (as relevant) their Principal Leaver at any time (whether or not the provisions of this Article 13 have previously been exercised in respect of that Leaver or their Principal Leaver and whether or not they have previously been treated as a Good Leaver or Intermediate Leaver):

- (a) cease to be a Relevant Employee by reason or in consequence of their voluntary resignation as an employee of any Group Company (unless by reason of constructive dismissal); or
- (b) cease to be a Relevant Employee by reason or in consequence of the termination by their employer of their service agreement in circumstances justifying summary dismissal by reason or in consequence of (i) fraud, or (ii) a breach of any of the provisions given by such Relevant Employee in clauses 6 (*Conduct of Business*), or 17 (*Exit and Refinancing*) of the Investment Agreement or Article 11 (Prohibited Transfers), which, if capable of remedy, is not remedied to the reasonable satisfaction of the Majority Investors within 20 Business Days of the Relevant Employee's receiving notice in writing of such breach; or (iii) gross misconduct; or
- (c) is convicted of a criminal offence (excluding an offence under road traffic legislation in respect of which a custodial sentence is not imposed); or
- (d) becomes prohibited by law from being a director of any company;

13.5.3 a Leaver shall be deemed to be a **"Very Bad Leaver"** in circumstances where they or (as relevant) their Principal Leaver at any time (whether or not the

provisions of this Article 13 have previously been exercised in respect of that Leaver or their Principal Leaver and whether or not they have previously been treated as a Good Leaver, Intermediate Leaver or Bad Leaver) breaches clause 12 (*Protection of Goodwill*) of the Investment Agreement;

13.5.4 a Leaver shall be deemed to be an "**Intermediate Leaver**" in circumstances in which they are neither a Good Leaver, a Bad Leaver nor a Very Bad Leaver;

13.5.5 the "**Sale Price**" shall be:

- (a) in the case of a Good Leaver, the Fair Price;
- (b) in the case of a Bad Leaver, the lower of the Issue Price and the Fair Price;
- (c) in the case of a Very Bad Leaver:
 - (i) where such Leaver's Shares are B Ordinary Shares, the lower of the Issue Price and the Fair Price; and
 - (ii) where such Leaver's Shares are A Ordinary Shares, the Fair Price;
- (d) in the case of an Intermediate Leaver, the amount determined as follows:
 - (i) the Fair Price in respect of the portion of the Leaver's Shares as indicated in column (2) of the table below (such portion being the "**Vested Portion**"); and
 - (ii) the lower of the Issue Price and the Fair Price in respect of the portion of the Leaver's Shares as indicated in column (3) of the table below (such portion being the "**Unvested Portion**"),

dependent on the period of time elapsed between (a) the date on which the Leaver (or their Principal Leaver or Permitted Transferor (as applicable)) first became a Shareholder in respect of the relevant Leaver's Shares or such earlier date as the Majority Investors may in their absolute discretion determine (by Investor Direction) if such person has previously been a Shareholder or employed by a Group Company (the "**Start Date**") (and for the avoidance of doubt, if a Leaver (or their Principal Leaver or Permitted Transferor (as applicable)) acquired Shares on more than one date, the Start Date may differ for each tranche of Leaver's Shares held by that Leaver) and (b) the Leaving Date as indicated in column (1) of the table below:

(1) Leaving Date	(2) Vested Portion (%)	(3) Unvested Portion (%)
On or before the first anniversary of the Start Date (the Vested Portion to increase on a straight line basis calculated daily)	0-20	80 – 100
After the first anniversary of the Start Date but on or before the second anniversary thereof (the Vested Portion to increase on a straight line basis calculated daily)	20 – 40	60 – 80
After the second anniversary of the Start Date but on or before the third anniversary thereof (the Vested Portion to increase on a straight line basis calculated daily)	40 – 60	40 – 60
After the third anniversary of the Start Date but on or before the fourth anniversary thereof (the Vested Portion to increase on a straight line basis calculated daily)	60 – 80	20 – 40
After the fourth anniversary of the Start Date	80	20

provided that, in the case of any Leaver's Shares which were originally acquired by that Leaver (or the Principal Leaver or Permitted Transferor of that Leaver, as the case may be) by way of transfer rather than allotment, references to the Issue Price in this Article 13.5.5 shall, in relation to those Shares, be deemed to be references to the lower of the Issue Price and the amount paid by such Leaver (or their Principal Leaver or Permitted Transferor (as applicable)) on such transfer. An Intermediate Leaver's Shares will only be fully vested at an Exit and shall, for these purposes, be deemed to be fully vested immediately prior to an Exit. For the purposes of this Article 13.5.5, "**Permitted Transferor**" shall mean, in relation to a Leaver, the person from whom the Leaver acquired their Shares pursuant to Article 12.1.1, 12.1.2, 12.1.6 or 12.1.7 (if applicable); and

13.5.6 the "**Fair Price**" shall be: (i) the price determined by the Board (acting reasonably and in good faith) to be representative of a fair price for the Leaver's Shares as at the date of the Sale Notice (taking into account the matters set out in Article 13.6.1) if such price is accepted by the transferor (and for these purposes the transferor will be deemed to have accepted the price determined by the Board if they fail to notify the Company within 20 Business Days of the date of the Sale Notice that they do not accept the price so proposed); or (ii) if the transferor notifies the Company that they do not accept the price determined by the Board, such price as an Independent Expert shall determine pursuant to Article 13.6.

13.6 If the Fair Price falls to be determined by an Independent Expert in accordance with Article 13.5.6):

- 13.6.1** the Company shall immediately instruct the Independent Expert to determine the Fair Price on the basis which, in their opinion, represents a fair price for the Leaver's Shares at the Leaving Date as between a willing seller and a willing buyer and on a going concern basis (provided that this is the case) and, in making such determination, the Independent Expert shall not take account of whether the Leaver's Shares comprise a majority or minority interest in the Company and the fact that their transferability is restricted by these Articles but shall take account of the fact that the Shares are not quoted on any Recognised Stock Exchange and all borrowing, guarantees and any other actual or contingent liabilities of each Group Company;
- 13.6.2** the Independent Expert shall certify the Fair Price as soon as possible after being instructed by the Company and, in so certifying, the Independent Expert shall be deemed to be acting as experts and not as arbitrators and the Arbitration Act 1996 shall not apply;
- 13.6.3** the certificate of the Independent Expert shall, in the absence of manifest error, be final and binding; and
- 13.6.4** the Company shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company unless (i) such an arrangement would not be permitted by law or (ii) the Fair Price as determined by the Independent Expert is less than 110% of the price (if any) which the Company had previously notified to the Leaver as being in its opinion the Fair Price (or, if the price which the Company had previously notified was zero, the Fair Price as determined by the Independent Expert is less than 10% of the Issue Price of such Shares), in which event 50% of the cost shall be borne by the Company and 50% of the cost shall be borne by the Leaver and deducted from the consideration payable to the Leaver for their Leaver's Shares which are being transferred under the provisions of this Article 13.
- 13.7** At any time, if a person is or becomes a Very Bad Leaver (whether or not the provisions of this Article 13 were previously exercised in respect of that person and whether or not they have previously been treated as a Good Leaver, an Intermediate Leaver or a Bad Leaver):
- 13.7.1** the Majority Investors may direct the Company by Investor Direction immediately to serve notice on the Leaver notifying them that they are, with immediate effect, deemed to have offered such number of their Leaver's Shares to such person as may be specified in the Investor Direction and the provisions of Article 13.2 to 13.6 (inclusive) shall apply mutatis mutandis to any transfer of any Leaver's Shares under this Article 13.7 (the Sale Price for such Leaver's Shares being, for the avoidance of doubt, the lower of the Issue Price and the Fair Price in the case of any B Ordinary Shares and the Fair Price in the case of the A Ordinary Shares); and

- 13.7.2** the relevant Leaver shall forthwith pay to the Company an amount equal to the amount previously received by them in respect of any Leavers' Shares (if any) less the amount which they would have received if they had been treated as a Very Bad Leaver (being, for the avoidance of doubt, the lower of the Issue Price and the Fair Price in the case of any B Ordinary Shares) in respect of those Leaver's Shares.
- 13.8** At any time, if a person is a Bad Leaver or becomes pursuant to Article 13.5.2 (whether or not the provisions of this Article 13 were previously exercised in respect of that person and whether or not they have previously been treated as a Good Leaver or an Intermediate Leaver) then with automatic effect from the Breach Date and until such time as an Investor Direction directs otherwise, all interest and/or dividends in respect of the relevant Leaver's Debt shall, with effect from such date, accrue at the reduced annual rate of (i) in the case of Loan Notes, 6% on any amount due under such Loan Notes (whether interest or principal), and/or (ii) in the case of Preference Shares, 6% of the Issue Price per Share (excluding any associated tax credit), compounded annually on 30 June in each year which shall accrue daily and be calculated in respect of the period to such date assuming a 365-day year.
- 13.9** At any time, if a person is or becomes a Very Bad Leaver pursuant to Article 13.5.3 (whether or not the provisions of Article 13 were previously exercised in respect of that person and whether or not they have previously been treated as a Good Leaver an Intermediate Leaver, or a Bad Leaver), then:
- 13.9.1** with automatic effect from the Breach Date and until such time as an Investor Direction directs otherwise, all interest and/or dividends in respect of the relevant Leaver's Debt shall cease to accrue (and shall be deemed to have ceased to accrue with effect from such date); and
- 13.9.2** if a Sale Notice is not served in respect of any or all of the relevant Leaver's Shares which are A Ordinary Shares, such A Ordinary Shares shall not be entitled to participate in any increase in value of the Equity Shares from the Breach Date.
- 13.10** Where any Leaver's Shares and/or any Leaver's Debt ("**Further Leaver Interests**") are acquired (by way of subscription or transfer) by a Leaver after the Final Leaving Date, the provisions of this Article 13 shall apply to such Further Leaver Interests on the same terms (including as to price) as applied to the Leaver's Shares and Leaver's Debt (as applicable) save that, in respect of any Further Leaver Interests which are Shares:
- 13.10.1** for the purposes of Article 13.2 the Final Leaving Date shall be the first anniversary of the date on which those Shares were acquired by the Leaver; and
- 13.10.2** in the case of an Intermediate Leaver, the Unvested Portion in respect of any such Further Leaver Interests shall be 100%.

13.11 Pursuant to a Sale Notice, a Leaver may be required by the Remuneration Committee (at its sole discretion) to transfer their Leaver's Shares to any of the following as specified in the Sale Notice:

- 13.11.1** any Relevant Employee;
- 13.11.2** an Employee Trust;
- 13.11.3** an Investor and/or an Investor Associate or another nominee, trustee or other Shareholder or person to be held pending re-allocation to an existing or future employee of the any Group Company; or
- 13.11.4** with Manager Majority Consent and in accordance with the Act, to the Company, in which case the Leaver's Shares shall be either (i) reallocated to a Relevant Employee, or (ii) transferred to the Employee Trust or, (iii) where still held by the Company immediately prior to an Exit, allocated in accordance with clause 9.15 of the Investment Agreement.

14. DRAG ALONG

14.1 For the purposes of this Article 14:

- 14.1.1** a "**Qualifying Offer**" shall mean a bona fide offer in writing on arm's length terms, made by or on behalf of any bona fide third party (the "**Offeror**") which is communicated to any one or more of the Shareholders and which will result in the Offeror (together with any persons connected or acting in concert with the Offeror) holding, in aggregate, either (i) more than 50% of the total number of Equity Shares (a "**Majority Qualifying Offer**") or (ii) 50% or less of the total number of Equity Shares (a "**Minority Qualifying Offer**" and each a "**Qualifying Offer**") and for consideration which meets the requirements of Article 14.5 and, if applicable, Articles 14.6 to 14.8 (inclusive) below.
- 14.1.2** an "**Inflexion Qualifying Offer**" shall mean a bona fide offer in writing on arm's length terms, made by or on behalf of an Offeror which is communicated to any one or more of the Shareholders and which will result in the Offeror (together with any persons connected or acting in concert with the Offeror) holding, in aggregate, more than 50% of the total number of A Ordinary Shares (an "**Inflexion Qualifying Offer**") and for consideration which meets the requirements of Article 14.5 and, if applicable, Articles 14.6 to 14.8 (inclusive) below.
- 14.1.3** The provisions of this Article 14 will also apply where the Offeror is a New Holding Company as part of a Reorganisation.
- 14.1.4** For the avoidance of doubt, a bona fide offer made by the same Offeror pursuant to Article 14.1.1 and Article 14.1.2 can comprise both a Majority Qualifying Offer and an Inflexion Qualifying Offer and, in such case, Articles

14.2 to 14.8 (inclusive) shall apply to both the Qualifying Offer and the Inflexion Qualifying Offer.

14.2 If the Majority Investor(s) or person(s) holding Shares on behalf of the Majority Investors wish to accept the Qualifying Offer or the Inflexion Qualifying Offer (as applicable) (the "**Accepting Shareholders**"):

14.2.1 the Accepting Shareholders may give written notice (a "**Drag Notice**") to the other holders of Equity Shares which are the subject of the Qualifying Offer or the Inflexion Qualifying Offer (as applicable) (the "**Other Shareholders**") requiring (i) the Inflexion Investors to transfer the Relevant Proportion of their A Ordinary Shares in the case of an Inflexion Qualifying Offer, and (ii) the Other Shareholders (other than the Inflexion Investors) to transfer (a) all of their Equity Shares, if the Qualifying Offer is a Majority Qualifying Offer; or (b) the Relevant Proportion of their Equity Shares, if the Qualifying Offer is a Minority Qualifying Offer, in each case to the Offeror on the terms of the Qualifying Offer ("**Drag Shares**"); and

14.2.2 such a Drag Notice may also make provision as set out in Article 14.8 below and, if so, the provisions of Article 14 shall apply *mutatis mutandis* to Preference Shares, Loan Notes and/or other Securities (as applicable) held by the Other Shareholders and references to Other Shareholders' Equity Shares and Further Drag Shares shall be construed accordingly.

For the purposes of this Article 14, "**Relevant Proportion**" means the same proportion of the Equity Shares held by the Other Shareholders as the proportion of Equity Shares to be transferred by the Accepting Shareholders pursuant to the Qualifying Offer or the Inflexion Qualifying Offer (as applicable) bears to the total number of Equity Shares held by the Accepting Shareholders prior to the transfer.

14.3 Upon receipt of a Drag Notice:

14.3.1 each of the Other Shareholders shall become bound to accept the Qualifying Offer or the Inflexion Qualifying Offer (as applicable) and to transfer the legal and beneficial interest in all of their Drag Shares to the Offeror (or its nominee) with full title guarantee on the date specified by the Accepting Shareholders in the Drag Notice (the "**Drag Completion Date**"); and

14.3.2 each of the Other Shareholders shall deliver to the Company, on or before the Drag Completion Date, the following documents in respect of all of the Drag Shares to be transferred by them to the Offeror:

- (a) the relevant share certificate(s) (or a suitable indemnity in lieu thereof);
- (b) a duly executed sale agreement or form of acceptance (in a form reasonably acceptable to the Accepting Shareholders) pursuant to which they shall provide only (i) warranties as to title to, and

ownership of, the Equity Shares being sold by that Other Shareholder and (ii) (for "locked box" transactions) an indemnity as part of a customary "no leakage" covenant; and

- (c) a duly executed form of transfer in favour of the Offeror (or its nominee);

14.3.3 if required by Investor Direction, the Other Shareholders (other than the Inflexion Investors) shall sign, execute and deliver such other documents as may be required to effect the transfer of any shares and (where relevant) debt instruments or other securities the subject of a Drag Notice to the Offeror (or its nominee) and, as applicable, the conversion or roll-up of any consideration loan notes or other securities that may be issued by the Offeror to the Other Shareholders into shares, loan notes or other securities issued by the direct or indirect holding companies of the Offeror; and

14.3.4 if directed by the Board, all holders of Deferred Shares (if any) shall transfer their Deferred Shares to the Offeror (or its nominee) on the Drag Completion Date for an aggregate consideration of £1 for all Deferred Shares in issue.

14.4 If, following receipt of a Drag Notice, any Other Shareholder (other than the Inflexion Investors) fails to comply with its obligations under Article 14.3, then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as they think fit to execute, the necessary forms of transfer and other documents, on such Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Equity Shares, to deliver such documents to the Offeror (or its nominee) and to register such Offeror (or its nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.

14.5 The consideration payable by the Offeror for each Drag Share of the same class pursuant to the Qualifying Offer shall be:

14.5.1 determined in accordance with Article 6 (Return of Capital Rights) (in the same manner as if the transfer of Drag Shares pursuant to the Qualifying Offer was a return of capital) by reference to the number of Equity Shares held by each Shareholder immediately prior to the Drag Completion Date (after, for the avoidance of doubt, the operation of Article 6.2.2 but taking into account the provisions of Article 13.9.2 where applicable) such that (subject to Article 13.9.2) the consideration for each Drag Share of the same class is of equivalent value; and

14.5.2 subject to Article 14.6 below, satisfied on the same payment terms in respect of each Equity Share of the same class (including, without limitation, timing of payment).

- 14.6** The consideration payable by the Offeror pursuant to the Qualifying Offer (whether in respect of all or any of the Equity Shares the subject of the Qualifying Offer or all or part of any class of Equity Shares the subject of a Qualifying Offer):
- 14.6.1** may, if so elected by the Accepting Shareholders (who also receive the same proportion of cash and non-cash consideration) (an "**Alternative Consideration Election**"), include shares, debt instruments or other securities in the capital of the Offeror or any member of the Offeror Group, provided such form of consideration is equivalent in value to the cash consideration which would otherwise be payable for the relevant Equity Shares under Article 14.5, other than in the case of the Inflexion Investors who may elect at their absolute sole discretion to receive 100% of their consideration in cash only; but
- 14.6.2** shall exclude (unless and to the extent otherwise directed by an Investor Direction) any right or opportunity offered to a Shareholder to subscribe for or acquire any share, debt instrument or other security in the capital of any member of the Offeror Group which is in addition to the consideration offered for each Equity Share pursuant to the Qualifying Offer.
- 14.7** No Accepting Shareholder shall have any liability to the Other Shareholders in relation to an Alternative Consideration Election made in accordance with Article 14.6.
- 14.8** If the Offeror has also offered to purchase Preference Shares, Loan Notes and/or other Securities (as applicable) from the Accepting Shareholders on bona fide arm's length terms and some or all of the Other Shareholders hold Preference Shares, Loan Notes and/or other Securities (as applicable) the Drag Notice may additionally require each Other Shareholder to transfer such Preference Shares, Loan Notes and/or other Securities (as applicable) in the same proportion by value of each of the number of class of the Preference Shares, Loan Notes and/or the relevant other Securities (as applicable) held by it to the Offeror (or its nominee) (together, where applicable, with the attached right to the relevant accrued but unpaid dividend or interest or other such payment owned by such Security Holder) at such consideration per Preference Share, Loan Note and/or the relevant other Security as is equal (or, if the Accepting Shareholders so elect, of equivalent value, by reference to Article 14.6) to:
- 14.8.1** in the case of any Preference Shares held by the relevant Other Shareholder (each an "**Other Shareholder Preference Share**"):
- (a) the Face Value of the relevant Other Shareholder Preference Share; or
 - (b) if the Accepting Shareholders are selling Preference Shares at a premium or a discount to their Face Value, such amount as represents an equivalent premium or discount having been applied to the Face Value of each Other Shareholder Preference Share (such amount to be calculated on the basis that the aggregate premium

or discount is applied to the Preference Shares to be sold by the Accepting Shareholders and the Other Shareholder Preference Shares on a pro-rata basis by reference to the aggregate Face Value of the Preference Shares held by the Accepting Shareholders and the Other Shareholder Preference Shares at the relevant time); or

- (c) if the Other Shareholder is a Bad Leaver or a Very Bad Leaver, the lower of the amount determined by reference to Articles 14.8.1(a) and/or 14.8.1(b) above (as applicable);

14.8.2 in the case of any Loan Notes and/or other Securities held by the relevant Other Shareholder (excluding any PIK Notes) (each an "**Other Shareholder Other Security**"):

- (a) the Face Value of the relevant Other Shareholder Other Security; or
- (b) if the Accepting Shareholders are selling Loan Notes and/or other Securities (excluding PIK Notes) (each an "**Accepting Shareholder Other Security**") at a premium or a discount to their Face Value, such amount as represents an equivalent premium or discount having been applied to the Face Value of each Other Shareholder Other Security (such amount to be calculated on the basis that the aggregate premium or discount is applied to the Accepting Shareholder Other Securities and the Other Shareholder Other Securities on a pro-rata basis by reference to the aggregate Face Value of the Accepting Shareholder Other Securities and the Other Shareholder Other Securities at the relevant time); and
- (c) if the Other Shareholder is a Bad Leaver or a Very Bad Leaver, the lower of the amount determined by reference to Articles 14.8.2(a) and/or 14.8.2(b) above (as applicable); and

14.8.3 in the case of any PIK Notes held by the relevant Other Shareholder (each an "**Other Shareholder PIK Note**"):

- (a) the Face Value of the relevant Other Shareholder PIK Note; or
- (b) if the Accepting Shareholders are selling PIK Notes at a premium or a discount to their Face Value, such amount as represents an equivalent premium or discount having been applied to the Face Value of each Other Shareholder PIK Note (such amount to be calculated on the basis that the aggregate premium or discount is applied to the PIK Notes to be sold by the Accepting Shareholders and the Other Shareholder PIK Notes on a pro-rata basis by reference to the aggregate Face Value of the PIK Notes held by the Accepting Shareholders and the Other Shareholder PIK Notes at the relevant time); or

- (c) if the Other Shareholder is a Bad Leaver or a Very Bad Leaver, the lower of the amount determined by reference to Articles 14.8.3(a) and/or 14.8.3(b) above (as applicable).

14.9 If, at any time after the date of the Drag Notice, any additional Shares are allotted by the Company (whether pursuant to the exercise of pre-existing options or warrants or otherwise) ("**Further Drag Shares**"), the Accepting Shareholders (whose composition shall for these purposes be the same as that at the time of the Drag Notice and shall not take into account the holders of any Further Drag Shares which are Equity Shares or any further Equity so allotted) shall be entitled to serve an additional written notice on the holders of the Further Drag Shares (including, if relevant, where such holder is an Accepting Shareholder) whereupon the holders of the Further Drag Shares shall become bound to transfer their Further Drag Shares to the Offeror (or its nominee) with full title guarantee on the date specified in such notice and for the same consideration payable pursuant to the Qualifying Offer. The provisions of Articles 14.3 and 14.4 and, if directed by Investor Direction, Article 14.10 shall apply *mutatis mutandis* to any transfer of Further Drag Shares under this Article 14.9.

14.10 Each Other Shareholder shall pay its pro-rata share of the costs reasonably incurred by the Accepting Shareholders in connection with the Qualifying Offer and the transfer of Securities pursuant thereto. Such a pro-rata share of costs shall be calculated by reference to the number of Equity Shares held by each Shareholder immediately prior to Completion and shall be paid as a deduction from the gross pre-tax proceeds to be received pursuant to the Qualifying Offer, and without prejudice to any other deductions lawfully required to be made.

15. TAG ALONG

15.1 If at any time one or more Shareholders (the "**Proposed Sellers**") propose to sell to any bona fide third party on arm's length terms, in one or a series of related transactions, such number of A Ordinary Shares which would, if registered, constitute a Sale (a "**Proposed Sale**"), the Proposed Sellers shall give written notice of any Proposed Sale to the other holders of Shares (each a "**Tag Seller**") at least 15 Business Days prior to the proposed date of completion thereof. Such notice shall set out, if and to the extent not described in any accompanying documents, the identity of the proposed buyer (the "**Proposed Buyer**"), the sale price and other terms and conditions of payment, the proposed date of sale and the number of Equity Shares to be acquired by the Proposed Buyer.

15.2 The Proposed Sale may not be completed unless the Proposed Buyer has unconditionally (other than in respect of any conditions applying equally to the sale by the Proposed Sellers) offered to buy all other issued Equity Shares held by each Shareholder (other than the Proposed Sellers and the Proposed Buyer or persons connected with or acting in concert with them) for consideration which meets the requirements of Article 15.5 below (such offer being a "**Tag Offer**").

15.3 If at any time the Equistone Investors (the "**Proposed Minority Sellers**") propose to sell to any person any Equity Shares constituting 50% or less of the Equity Shares held by

Investors (a "**Proposed Minority Sale**"), the Proposed Minority Sellers shall give written notice of the sale to the other holders of Shares at least 15 Business Days prior to the proposed date of completion thereof. Such notice shall set out, if and to the extent not described in any accompanying documents, the identity of the proposed buyer (the "**Proposed Minority Buyer**"), the sale price and other terms and conditions of payment, the proposed date of sale and the number of Equity Shares to be acquired by the Proposed Minority Buyer.

15.4 The Proposed Minority Sale may not be completed unless the Proposed Minority Buyer has unconditionally (other than in respect of any conditions applying equally to the sale by the Proposed Minority Sellers) offered to buy the Relevant Proportion of the issued Equity Shares held by the other holders of Shares for consideration which meets the requirements of Article 15.5 below (such offer being a "**Minority Tag Offer**"). For the purposes of this Article 15, "**Relevant Proportion**" means the same proportion of the Equity Shares held by the other holders of Shares as the proportion of Equity Shares to be transferred by the Proposed Minority Sellers in the Proposed Minority Sale bears to the total number of Equity Shares held by the Proposed Minority Sellers prior to the transfer.

15.5 The consideration:

15.5.1 paid for each Equity Share of the same class pursuant to a Tag Offer shall be determined in accordance with Article 6 (Return of Capital Rights) (in the same manner as if the transfer of Equity Shares to the Proposed Buyer was a return of capital) by reference to the total number of Equity Shares to be transferred by the Tagging Shareholder(s) and the Proposed Sellers to the Proposed Buyer (after, for the avoidance of doubt, the operation of Article 6.2.2 but taking into the account the provisions of Article 13.9.2 where applicable) such that (subject to Article 13.9.2) the consideration for each Equity Share of the same class is of equivalent value;

15.5.2 paid for each Equity Share pursuant to a Minority Tag Offer shall be determined in accordance with Article 6 (Return of Capital Rights) (in the same manner as if the transfer of Equity Shares to the Proposed Minority Buyer was a return of capital) by reference to the total number of Equity Shares to be transferred by the Minority Tagging Shareholder(s) and the Proposed Minority Sellers to the Proposed Minority Buyer (after, for the avoidance of doubt, operation of Article 6.2.2 but taking into the account the provisions of Article 13.9.2 where applicable) as if:

- (a) the entire issued share capital of the Company was being sold to the Proposed Minority Buyer; and
- (b) each Share that is actually sold by the Proposed Minority Sellers to the Proposed Minority Buyer being allocated an amount equal to the price actually paid to the Proposed Minority Sellers for such Shares under the relevant Proposed Minority Sale,

such that (subject to Article 13.9.2) the consideration for each Equity Share of the same class is of equivalent value;

15.5.3 shall exclude (unless and to the extent otherwise directed by an Investor Direction, provided that no such Investor Direction shall be given in the case of the Inflexion Investors) any:

- (a) consideration in the form of any share, debt instrument or other security in the capital of the Proposed Buyer, Proposed Minority Buyer or any member of the Buyer Group or a right to subscribe for or acquire any share, debt instrument or other security in the Proposed Buyer, Proposed Minority Buyer or any member of the Buyer Group that has been offered for the Equity Shares pursuant to the Proposed Sale or Proposed Minority Sale, provided that, if such form of consideration is to be excluded, an alternative consideration is offered for each relevant Equity Share of the equivalent value (by reference to Article 15.5.1 above); and
- (b) right or opportunity offered to a Shareholder to subscribe for or acquire any share, debt instrument or other security in the capital of any member of the Buyer Group which is in addition to the consideration offered for each Equity Share pursuant to the Proposed Sale or Proposed Minority Sale; and

15.5.4 subject to Articles 15.5.1 and 15.5.3 above, shall be in the same form and relative proportions as that offered for the Equity Shares pursuant to the Proposed Sale or Proposed Minority Sale, shall be paid at the same time and shall be subject to the same payment terms as apply to the Proposed Sale or Proposed Minority Sale.

15.6 A Tag Offer or a Minority Tag Offer shall be made in writing and shall remain open for acceptance for not less than 10 Business Days.

15.7 If the total number of Equity Shares in respect of which the Tag Offer is accepted is less than the total number of Equity Shares which were subject to the Tag Offer (the difference being the "**Tag Shortfall**"), the Proposed Sellers and, if a Tag Seller, the Inflexion Investors shall be entitled (but not obliged) to transfer to the Proposed Buyer up to such number of Equity Shares held by them on a pro rata basis as equals the Tag Shortfall in addition to the A Ordinary Shares proposed to be sold by the Proposed Sellers and, if a Tag Seller, the Inflexion Investors pursuant to the Proposed Sale.

15.8 No transfer of Equity Shares by a Shareholder who has accepted a Tag Offer (a "**Tagging Shareholder**") shall be registered by the Company unless such Tagging Shareholder has:

15.8.1 transferred the legal and beneficial interest in the Equity Shares in respect of which they have accepted the Tag Offer to the Proposed Buyer (or the Proposed Buyer's nominee) with full title guarantee on the date specified by

the Proposed Sellers and, other than as specified in Article 15.5 above, on the same terms as the Proposed Sellers (provided the Inflexion Investors will only be required to give (i) warranties as to title to, and ownership of, the Equity Shares being sold by the Inflexion Investors and (ii) (for "locked box" transactions) an indemnity as part of a customary "no leakage" covenant as are agreed to by the Proposed Sellers pursuant to the Proposed Sale); and

15.8.2 paid their pro-rata share (calculated by reference to the total number of Equity Shares being transferred by the Tagging Shareholder(s) and the Proposed Sellers), as a deduction from the gross pre-tax proceeds to be received pursuant to Article 15.5, without prejudice to any other deductions lawfully required to be made, of the costs incurred by the Proposed Sellers in connection with the Proposed Sale and the transfer of Shares pursuant thereto if and to the extent that it can reasonably be demonstrated that such costs were incurred on behalf of all the Tagging Shareholder(s).

15.9 No transfer of Equity Shares by a Shareholder who has accepted a Minority Tag Offer (a **"Minority Tagging Shareholder"**) shall be registered by the Company unless such Minority Tagging Shareholder has:

15.9.1 transferred the legal and beneficial interest in the Equity Shares in respect of which they have accepted the Minority Tag Offer to the Proposed Minority Buyer (or the Proposed Minority Buyer's nominee) with full title guarantee on the date specified by the Proposed Minority Sellers and, other than as specified in Article 15.5 above, on the same terms as the Proposed Minority Sellers (including, without limitation, the giving of such warranties, indemnities, representations and covenants as are agreed to by the Proposed Minority Sellers pursuant to the Proposed Minority Sale); and

15.9.2 paid their pro-rata share (calculated by reference to the total number of Equity Shares being transferred by the Minority Tagging Shareholder(s) and the Proposed Minority Sellers), as a deduction from the gross pre-tax proceeds to be received pursuant to Article 15.5, without prejudice to any other deductions lawfully required to be made, of the costs incurred by the Proposed Minority Sellers in connection with the Proposed Minority Sale and the transfer of Shares pursuant thereto if and to the extent that it can reasonably be demonstrated that such costs were incurred on behalf of all the Minority Tagging Shareholder(s).

15.10 If the Proposed Buyer or a Proposed Minority Buyer has also agreed to purchase Preference Shares, Loan Notes and/or other Securities from the Proposed Sellers or the Proposed Minority Sellers pursuant to the Proposed Sale or the Proposed Minority Sale (as applicable) and (i) in the case of a Proposed Sale, some or all of the Shareholders (other than the Proposed Sellers and the Proposed Buyer or persons connected with or acting in concert with them); or (ii) in the case of a Proposed Minority Sale, the Proposed Minority Sellers (each an **"Other Tag Shareholder"**) hold Preference Shares, Loan Notes and/or

other Securities (as applicable), the Proposed Buyer or Proposed Minority Buyer must also offer to acquire from each Other Tag Shareholder the same proportion of the Preference Shares, Loan Notes and/or other Securities (as applicable) held by the Other Tag Shareholders as the proportion of Preference Shares, Loan Notes and/or other Securities (as applicable) to be transferred by the Proposed Sellers or the Proposed Minority Sellers bears to the total number of Preference Shares, Loan Notes and/or other Securities (as applicable) held by the Proposed Sellers or a Proposed Minority Sellers prior to the transfer, at such consideration per Preference Share, Loan Note or other Security as is equal (or, if the Investor Director has elected not to exclude such alternative, consideration of equivalent value, by reference to Article 15.5) to:

15.10.1 in the case of any Preference Shares held by the relevant Other Tag Shareholder (each an "**Other Tag Shareholder Preference Share**"):

- (a) the Face Value of the relevant Other Tag Shareholder Preference Share; or
- (b) if the Proposed Sellers or the Proposed Minority Sellers are selling Preference Shares at a premium or a discount to their Face Value, such amount as represents an equivalent premium or discount having been applied to the Face Value of each Other Tag Shareholder Preference Share (such amount to be calculated on the basis that the aggregate premium or discount is applied to the Preference Shares to be sold by the Proposed Sellers or the Proposed Minority Sellers and the Other Tag Shareholder Preference Shares on a pro-rata basis by reference to the aggregate Face Value of the Preference Shares held by the Proposed Sellers or the Proposed Minority Sellers and the Other Tag Shareholder Preference Shares at the relevant time); or
- (c) if the Other Tag Shareholder is a Bad Leaver or a Very Bad Leaver, the lower of the amount determined by reference to Articles 15.10.1(a) and/or 15.10.1(b) above (as applicable);

15.10.2 in the case of any Loan Notes and/or other Securities held by the relevant Other Tag Shareholder (excluding any PIK Notes) (each an "**Other Tag Shareholder Other Security**"):

- (a) the Face Value of the relevant Other Tag Shareholder Other Security; or
- (b) if the Proposed Sellers or the Proposed Minority Sellers are selling Loan Notes and/or other Securities (excluding PIK Notes) (each an "**Proposed Seller Other Security**") at a premium or a discount to their Face Value, such amount as represents an equivalent premium or discount having been applied to the Face Value of each Other Tag Shareholder Other Security (such amount to be calculated on the

basis that the aggregate premium or discount is applied to the Proposed Seller Other Securities and the Other Tag Shareholder Other Securities on a pro-rata basis by reference to the aggregate Face Value of the Proposed Seller Other Securities and the Other Tag Shareholder Other Securities at the relevant time); and

- (c) if the Other Tag Shareholder is a Bad Leaver or a Very Bad Leaver, the lower of the amount determined by reference to Articles 15.10.2(a) and/or 15.10.2(b) above (as applicable); and

15.10.3 in the case of any PIK Notes held by the relevant Other Tag Shareholder (each an "**Other Tag Shareholder PIK Note**");

- (a) the Face Value of the relevant Other Tag Shareholder PIK Note; or
- (b) if the Proposed Sellers or the Proposed Minority Sellers are selling PIK Notes at a premium or a discount to their Face Value, such amount as represents an equivalent premium or discount having been applied to the Face Value of each Other Tag Shareholder PIK Note (such amount to be calculated on the basis that the aggregate premium or discount is applied to the PIK Notes to be sold by the Proposed Sellers or the Proposed Minority Sellers and the Other Tag Shareholder PIK Notes on a pro-rata basis by reference to the aggregate Face Value of the PIK Notes held by the Proposed Sellers or the Proposed Minority Sellers and the Other Tag Shareholder PIK Notes at the relevant time); or
- (c) if the Other Tag Shareholder is a Bad Leaver or a Very Bad Leaver, the lower of the amount determined by reference to Articles 15.10.3(a) and/or 15.10.3(b) above (as applicable),

and the relevant provisions of this Article 15 shall apply to the Preference Shares, Loan Notes and/or other Securities held by the Other Tag Shareholders and references to any Equity Shares held by such persons shall be construed accordingly.

15.11 The provisions of this Article 15 shall not apply to:

15.11.1 any Proposed Sale which is permitted under Article 12.1; or

15.11.2 any transfer of Shares, Loan Notes and/or other Securities in accordance with Article 12.3 or pursuant to a Qualifying Offer where a Drag Notice has been served under Article 14 or which forms part of a Reorganisation.

SHAREHOLDER MEETINGS

16. PROCEEDINGS OF SHAREHOLDERS

16.1 No business shall be transacted at any general meeting unless a quorum of Shareholders is present at the time when the meeting proceeds to business and, subject to Article 16.2,

for its duration. Three persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a Shareholder which is a corporation (and at least one of which shall be, or be a proxy for, or a duly authorised representative of, the Equistone Investors), shall be a quorum.

16.2 If within half an hour from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present for a period exceeding 10 minutes, with Investor Consent the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as an Investor Direction shall determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, if the Shareholder or Shareholders present include a proxy for, or a duly authorised representative of, an Investor, that person shall constitute a quorum.

16.3 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands, a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded at any general meeting by the chair of the meeting, or by any Shareholder present in person or by proxy and entitled to vote or by a duly authorised representative of a corporation which is a Shareholder entitled to vote.

16.4 An instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Board must be delivered to the registered office of the Company:

16.4.1 in the case of a general meeting or an adjourned meeting, not less than 48 hours before the time appointed for the holding of the meeting or to the place of the meeting at any time before the time appointed for the holding of the meeting; and

16.4.2 subject to Article 16.5, in the case of a proxy notice given in relation to a poll, before the end of the meeting at which the poll was demanded.

In calculating when a proxy notice is to be delivered, no account is to be taken of any part of a day that is not a Business Day. A notice revoking the appointment of a proxy must be given in accordance with the Act.

16.5 When a poll has been demanded it shall be taken immediately following the demand.

16.6 The provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, with the necessary changes being made, apply to every separate meeting of the holders of any class of Share, except that the necessary quorum shall be two persons holding or representing by proxy at least one third in nominal amount of the issued shares of that class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present then the provisions of Article 16.2 shall apply).

16.7 Directors may attend and speak at general meetings, whether or not they are members.

DIRECTORS

17. NUMBER OF DIRECTORS

The number of Directors (including the Investor Directors but excluding alternate directors) shall not be less than three in number.

18. ALTERNATE DIRECTORS

18.1 A Director (other than an alternate director) may appoint any other Director or (in the case of an Investor Director) any other person whomsoever, to be an alternate director and may remove from office an alternate director so appointed.

18.2 A person who holds office only as an alternate director shall, if their appointor is not present, be counted in the quorum.

18.3 Any Director who is appointed an alternate director shall be entitled to vote at a meeting of the Board on behalf of the Director so appointing them in addition to being entitled to vote in their own capacity as a Director and shall also be considered as two Directors for the purpose of making a quorum of Directors unless they are the only individual present.

19. PROCEEDINGS OF DIRECTORS

General

19.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Subject to Article 20.2 any three Directors (of whom at least one shall be an Investor Director) shall constitute a quorum and a quorum of Directors must be present throughout all meetings of the Board, save that if the number of Directors is less than the number fixed as the quorum, the continuing Director or Directors may act only for the purpose of appointing another Director or Directors in accordance with Article 21.1.2 or of calling a general meeting. If the Chair (as defined in the Investment Agreement) is not present at a meeting of the Board, the provisions of Model Article 12 shall apply and a chair appointed pursuant to such Model Article 12 shall be appointed solely for the relevant Board meeting. Model Article 12 shall be amended accordingly. The chair of the meeting shall not have a second or casting vote, in the case of an equality of votes.

19.2 Any Director or alternate director may validly participate in a meeting of the Board through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the Board or a committee of the Board shall for the purpose of these Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee of the Board notwithstanding that a quorum of Directors is not physically present in the same place. Such a meeting shall be deemed to take place where the largest group of those

participating is assembled or, if there is no such group, where the chair of the meeting then is.

- 19.3** Model Article 5(1) shall be amended by the insertion of the words "with Investor Consent" after the words "the directors may".

20. DIRECTORS' INTERESTS

Directors' conflicts of interest – Situational Conflicts

- 20.1** If a situation arises or exists in which a Director has or could have a Situational Conflict, without prejudice to the provisions of Articles 20.3 to 20.6, the Director concerned, or any other Director, may propose to the Board that such Situational Conflict be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the Situational Conflict in question. Subject to the Act, the Directors may authorise such Situational Conflict and the continuing performance by the relevant Director of their duties as a Director of the Company on such terms as they may think fit.

- 20.2** The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such Situational Conflict nor be entitled to vote on the resolution authorising it. If the relevant Director is the sole Investor Director, for the purposes of any part of the meeting of the Directors at which a resolution authorising the relevant Situational Conflict pursuant to section 175(4)(b) of the Act is to be considered, the quorum requirement for such part of the meeting shall be any two Directors, neither of whom have any interest in the matter and notwithstanding the provisions of Article 20.1 it shall not be necessary for the Investor Director to be present during such part of the meeting for the quorum requirement to be met. If at a meeting of the Directors to authorise a Situational Conflict there are insufficient directors to form a quorum pursuant to Article 20.1 or this Article 20.2, one director entitled to vote on the matter under consideration shall constitute a quorum for that purpose.

- 20.3** Subject to compliance by them of their duties as a Director under Part X of the Act (other than the duty in section 175(1) of the Act which is the subject of this Article 20.3), a Director (including the chair of the Company (if any), any Investor Director and any other non-executive Director) at any time:

20.3.1 may be an officer of, employed by, or hold Shares or other securities (whether directly or indirectly) in the Company;

20.3.2 may be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in:

(a) any other Group Company; or

- (b) any Investor, Investor Associate, or other entity which, directly or indirectly, holds Shares or other securities in the Company (a "**Relevant Investor**"); or
- (c) any other entity in which a Group Company or a Relevant Investor also holds shares or other securities or is otherwise interested, whether directly or indirectly,

(in each case a "**Director Interest**") and notwithstanding their office or the existence of an actual or potential conflict between any Director Interest and the interests of the Company, which would fall within the ambit of that section 175(1), such conflict is authorised and the relevant Director:

20.3.3 shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Director Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to their employment with the Company or other Group Company);

20.3.4 shall not be obliged to account to the Company for any remuneration or other benefits received by them in consequence of any Director Interest;

20.3.5 will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by them by virtue of their Director Interest and otherwise than by virtue of their position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party; and

20.3.6 if the relevant Director is an Investor Director:

- (a) may, on behalf of an Investor, give or withhold any consent or give any direction required of any Investor pursuant to the terms of any subscription, investment or shareholders' agreement relating to the Company, or of any similar agreement or document ancillary to such an agreement;
- (b) shall be entitled to consult freely about the Group and its affairs with, and to disclose, for investment appraisal purposes, Confidential Information to, any Investor, Investor Associate, or proposed investor in the Group or any other person on whose behalf it is investing in the Group, and to the Group's auditors, lenders and proposed lenders (or with and to any of its or their professional advisers); and

- (c) for the purposes of facilitating an Exit, shall be entitled to disclose any Confidential Information to any proposed purchaser, underwriter, sponsor or broker, subject to the relevant Investor Director using their reasonable endeavours to procure that any such recipient is made aware that it is Confidential Information and agrees to treat it accordingly.

20.4 For the purposes of Article 20.3.6, the expression "**Confidential Information**" shall mean all information (whether oral or recorded in any medium) relating to any Group Company's business, financial or other affairs (including future plans of any Group Company) which is treated by a Group Company as confidential (or is marked or is by its nature confidential).

20.5 Notwithstanding the provisions of Articles 20.1 and 20.3, the Majority Investors from time to time may, at any time, by notice in writing to the Company, authorise, on such terms as they shall think fit and shall specify in the notice, any Situational Conflict which has been notified to the Board by any Director under Article 20.1 (whether or not the matter has already been considered under, or deemed to fall within, Article 20.1 or 20.3, as the case may be). For the avoidance of doubt, the holders of the Preference Shares and the B Ordinary Shares in issue at the relevant time shall not be required to give their consent for the authorisation pursuant to this Article 20.5 to be valid.

20.6 No contract entered into shall be liable to be avoided by virtue of:

20.6.1 any Director having an interest of the type referred to in Article 20.1 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 20.5; or

20.6.2 any Director having a Director Interest which falls within Article 20.3 or which is authorised pursuant to Article 20.5.

Directors' conflicts of interest – Transactional Conflicts

20.7 The provisions of Articles 20.1 to 20.6 shall not apply to Transactional Conflicts but the following provisions of this Article 20.7 and Articles 20.8 to 20.9 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that they comply with the Act and (if applicable) Articles 20.8 and 20.9.

20.8 Subject to the provisions of the Act, and provided that they have disclosed to the other Directors the nature and extent of any material interest they have, a Director, notwithstanding their office:

20.8.1 may be a party to, or otherwise interested in, any existing or proposed transaction or arrangement with the Company or in which the Company is otherwise interested;

20.8.2 may be a director or other officer of, or employed by, or a party to any existing or proposed transaction or arrangement with, or otherwise interested in, any

body corporate promoted by the Company or in which the Company is otherwise interested; and

20.8.3 shall not, by reason of their office, be accountable to the Company for any benefit which they derive from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit,

in each case unless the Majority Investors notify the Director otherwise by an Investor Direction.

20.9 For the purposes of Article 20.8:

20.9.1 a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any existing or proposed transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and

20.9.2 an interest of which a Director has no knowledge and of which it is unreasonable to expect that Director to have knowledge shall not be treated as an interest of that Director.

20.10 Unless the Majority Investors notify the Director otherwise by an Investor Direction, without prejudice to the obligation of each Director to declare an interest in accordance with the Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which they have an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which they have a duty. Having so declared any such interest or duty they may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if the Director votes on such resolution, such vote shall be counted.

21. APPOINTMENT AND REMOVAL OF DIRECTORS

21.1 Subject to Article 21.2, any person who is willing to act as a director and is permitted by law to do so may be appointed as a director of the Company either:

21.1.1 by ordinary resolution of the members; or

21.1.2 by a resolution of the Board (with Investor Consent).

21.2 In addition, the Majority Investors shall be entitled at any time to appoint any person or persons to the Board, and/or to remove any Director from the Board for any reason whatsoever, and to appoint another person or persons in their place. Each such appointment and/or removal shall be made by notice in writing served on the Company and shall take effect on the date specified in the notice.

22. RETIREMENT BY ROTATION

The Directors shall not be liable to retire by rotation.

23. COMPANY SECRETARY

Subject to the Act, the Company Secretary (if any) shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Company Secretary so appointed may be removed by the Directors (with Investor Consent).

MISCELLANEOUS

24. THE SEAL

In addition to its powers under section 44 of the Act, the Company may have a seal and the Directors shall provide for the safe custody of any such seal. If there is a seal, the Directors shall determine who may sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by at least one authorised person in the presence of a witness who attests their signature. For the purposes of this article, an authorised person is any Director, the Company Secretary (if any) or any person authorised by the Directors for the purpose of signing documents to which the seal is applied.

25. INDEMNITY AND INSURANCE

25.1 Subject to, and on such terms as may be permitted by the Act, the Company may:

25.1.1 indemnify, out of the assets of the Company, any director of the Company or any associated company against all losses and liabilities which they may sustain or incur in the performance of the duties of their office or otherwise in relation thereto (including, in respect of any director of either the Company or any associated company, where the Company or such associated company acts as trustee of a Pension Scheme, against liability incurred in connection with the relevant company's activities as trustee of such scheme);

25.1.2 provide a Director with funds to meet expenditure incurred or to be incurred by them:

- (a) at any time in defending any civil or criminal proceedings brought or threatened against them; or
- (b) in defending themselves in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which

would otherwise be prohibited under the Act to enable a Director to avoid incurring such expenditure;

25.1.3 provide a director of any holding company of the Company with funds to meet expenditure incurred or to be incurred by them in:

- (a) defending any civil or criminal proceedings brought or threatened against them; or
- (b) defending themselves in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority,

in either case in connection with any alleged negligence, default, breach of duty or breach of trust by them in relation to the Company or an associated company and the Company shall be permitted to take or omit to take any action or enter into any arrangement which would otherwise be prohibited under the Act to enable such director to avoid incurring such expenditure; and

25.1.4 purchase and maintain insurance for any Director or any director of any associated company against any liability attaching to any such person in connection with any negligence, default, breach of duty or breach of trust by them in relation to the Company or any such associated company.

25.2 For the purpose of Article 25.1 above, a company will be "**associated**" with another if one is a subsidiary of the other or both are subsidiaries of the same body corporate as such terms are defined in the Act.

26. OVERRIDING PROVISIONS

The Company shall not pay any dividends on its Shares, redeem its Shares or purchase its Shares if to do so would cause the Company to be in breach of the provisions of any Financing Document.

27. NOTICES

27.1 Subject to the specific terms of these Articles, any notice to be given to or by any person pursuant to these Articles (other than a notice calling a meeting of the Board or a committee thereof) shall be in writing.

27.2 Any Shareholder Communication may be served by the Company on, or supplied by the Company to, a Shareholder or other person by hand (which, for the avoidance of doubt shall include delivery by courier) or by sending it by first-class post in a pre-paid envelope, addressed to such Shareholder or other person at their postal address (as appearing in the Company's register of members in the case of Shareholders) or (except in the case of Excluded Notices and share certificates) by sending or supplying it in electronic form or by website communication in accordance with Articles 27.4 or 27.5. Excluded Notices shall be sent to or served upon the relevant person as required by these Articles in hard copy and

delivered by hand or sent by first-class post in a pre-paid envelope and shall not be sent in electronic form.

27.3 In the case of a Shareholder Communication (including an Excluded Notice) sent by first-class post, proof that an envelope containing the communication was properly addressed, pre-paid and posted shall be conclusive evidence that it was sent and it shall be deemed to be given or received at the expiration of 48 hours after the envelope containing it was posted. In calculating the period of hours for the purposes of this Article, no account shall be taken of Sundays or Bank Holidays. A Shareholder Communication (including an Excluded Notice) delivered by hand shall be deemed to be given or received on the day that it is left at the relevant postal address if delivered during a Business Day, or at the start of the next Business Day if delivered at any other time.

27.4 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if sent or supplied in electronic form provided that person has agreed (generally or specifically) (or, if the person is a company and is deemed by the Statutes to have agreed) that the communication may be sent or supplied in that form and:

27.4.1 the Shareholder Communication is sent in electronic form to such address as may for the time being be notified by the relevant person to the Company (generally or specifically) for that purpose or, if that relevant person is a company, to such address as may be deemed by a provision of the Statutes to have been so specified; and

27.4.2 that person has not revoked the agreement.

27.5 Subject to the provisions of the Statutes, any Shareholder Communication (except an Excluded Notice or a share certificate) will be validly sent or supplied by the Company to a person if it is made available by means of a website communication where that person has agreed, or is deemed by the Statutes to have agreed (generally or specifically) that the communication may be sent or supplied to them in that manner and:

27.5.1 that person has not revoked the agreement;

27.5.2 the person is notified in a manner for the time being agreed for the purpose between the person and the Company of:

(a) the presence of the Shareholder Communication on the Company's website;

(b) the address of that website; and

(c) the place on that website where the Shareholder Communication may be accessed and how it may be accessed; and

27.5.3 the Shareholder Communication continues to be published on the Company's website throughout the period specified in the Act, provided that if it is

published on the website for part but not all of such period, the Shareholder Communication will be treated as published throughout that period if the failure to publish it throughout that period is wholly attributable to circumstances which it would not be reasonable to have expected the Company to prevent or avoid.

- 27.6** When any Shareholder Communication is sent by the Company in electronic form, it shall be deemed to have been given on the same day as it was sent to the address supplied by the Shareholder, and in the case of the provision of a Shareholder Communication by website communication, it shall be deemed to have been received when it was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that it was available on the website pursuant to Article 27.5.2.
- 27.7** Where in accordance with these Articles a Shareholder or other person is entitled or required to give or send to the Company a notice in writing (other than an Excluded Notice), the Company may, in its absolute discretion, (or shall, if it is deemed to have so agreed by any provision of the Statutes) permit such notices (or specified classes thereof) to be sent to the Company in such electronic form and at such address as may from time to time be specified (or be deemed by the Statutes to be agreed) by the Company (generally or specifically) for the purpose, subject to any conditions or restrictions that the Board may from time to time prescribe (including as to authentication of the identity of the person giving or sending such notice to the Company).
- 27.8** A Shareholder who has not supplied to the Company either a postal or an electronic address for the service of notices shall not be entitled to receive notices from the Company. If, on three consecutive occasions, a notice to a Shareholder has been returned undelivered, such Shareholder shall not thereafter be entitled to receive notices from the Company until they shall have communicated with the Company and supplied in writing to the office a new postal or electronic address for the service of notices. For these purposes, a notice shall be treated as returned undelivered if the notice is sent by post and is returned to the Company (or its agents) or, if sent in electronic form, if the Company (or its agents) receive(s) notification that the notice was not delivered to the address to which it was sent.
- 27.9** In the case of joint holders of a Share, all Shareholder Communications shall be sent or supplied to the joint holder who is named first in the register, and a Shareholder Communication so sent or supplied shall be deemed sent or supplied to all joint holders. Any provision of this Article 27 which refers to anything agreed, notified or specified by a member shall be deemed to have been validly agreed, notified or specified, notwithstanding any provisions of the Statutes, if agreed, notified or specified by only one and not all of the joint holders of any Shares held in joint names.

28. WINDING UP

Subject to Article 6, on any Winding-Up, the liquidator may, with Investor Consent and any other sanction required by the Act, divide among the Shareholders in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and

determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. The liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as the liquidator determines (with Investor Consent and any other sanction required by the Act), but no Shareholder shall be compelled to accept any assets upon which there is a liability.