

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

ETIHAD TOPCO LIMITED

(Registered Number 7479219)

(the "Company")

Notice is hereby given that in accordance with Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), on 18 January 2012 resolution 2 below was passed as an ordinary resolution and resolutions 1 and 3 below were passed as special resolutions by the shareholders of the Company by way of written resolutions

1 "THAT

In accordance with section 21 of the Act, Article 6 of the Articles be deleted and replaced with the following

"The authorised share capital of the Company as at the date of adoption of these Articles is £10,018 09 divided into 901,809 A ordinary shares of £0 01 each (the "A Ordinary Shares") and 100,000 B ordinary shares of £0 01 each (the "B Ordinary Shares") "

2 "THAT

In accordance with section 551 of the Act, the Directors be generally and unconditionally authorised to allot those shares in the Company specified in Article 6 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the fifth anniversary of the date of passing of this resolution save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 551 of the Act but without prejudice to any allotment of shares already made or offered or agreed to be made pursuant to such authorities "

3 "THAT:

Subject to the passing of resolution 2 and in accordance with section 570 of the Act, the Directors be generally empowered to allot equity securities (as defined in section 560 of the Act) pursuant to the authority conferred by resolution 2, as if section 561(1) of the Act did not apply to any such allotment "

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Director, for and on behalf of
ETIHAD TOPCO LIMITED

Date 18 January 2012

**THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

of

ETIHAD TOPCO LIMITED

Registered No.7479219

Incorporated in England and Wales the 29th day of December 2010

**Adopted on the 26th day of April 2011 and amended on the
18th day of January 2012**



**Dickson Minto W.S.
London**

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THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
ETIHAD TOPCO LIMITED
(Registered Number 7479219)

CONSTITUTION

1. The Company is a private company within the meaning of section 4(1) of the Companies Act 2006 (the "**Act**") established subject to the provisions of the Act including any statutory modification or re-enactment thereof for the time being in force and the articles contained in The Model Form Articles for private companies limited by shares as set out in The Companies (Model Articles) Regulations 2008 (Statutory Instrument 2008 No. 3229) (the "**Model Articles**") with the exception of articles 2, 13, 14, 17 to 20 (inclusive), 22(2), 24(2)(c), 26, 38, 41, 44(1), 44(2), 52 and 53, and of any other articles which are inconsistent with the additions and modifications hereinafter set forth
2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them
3. In accordance with the Act the objects of the company shall be unrestricted
4. The name of the Company may be changed by resolution of the Directors

INTERPRETATION

5. In these Articles, unless the context otherwise requires, words and expressions shall bear the meaning ascribed to them in Schedule 1 of these Articles and the Schedule shall be part of and construed as one with these Articles.

SHARE CAPITAL

6. The authorised share capital of the Company as at the date of adoption of these Articles is £10,018 09 divided into 901,809 A ordinary shares of £0 01 each (the "**A Ordinary Shares**") and 100,000 B ordinary shares of £0 01 each (the "**B Ordinary Shares**")

RIGHTS ATTACHING TO THE SHARES

7. The rights and restrictions attaching to the Equity Shares are as follows

Income

- 7.1 Any profits which the Directors may lawfully determine to distribute in respect of any financial year shall be distributed amongst the holders of the Equity Shares pro rata in relation to the Paid Up Amount of each such share held.

Capital

- 7.2 The capital and assets of the Company on a winding-up or other return of capital available for distribution to the members of the Company shall be distributed amongst the holders of the Equity Shares pro rata in relation to the Paid Up Amount of each such share held

Voting

- 7.3 Subject to Article 7.4, on a show of hands every holder of Equity Shares who (being an individual) is present or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote and on a poll every member holding Equity Shares shall have one vote for every such share of which he is the holder
- 7.4. Notwithstanding any other article, for so long as any shares in the capital of the Company are held by Simon Clarke and/or any direct or indirect Permitted Transferee of Simon Clarke, such shares shall be non-Voting and shall not entitle the holder to vote
- 7.5. In the event that and for so long as an Event of Default subsists each Employee Member hereby undertakes to exercise all and any voting rights attaching to any shares held by him as directed in writing by the Institutional Director or, if there is no Institutional Director, by shareholders holding more than 50% of the A Ordinary Shares

ISSUES OF SHARES

8. Issues of Shares

- 8.1 Any shares may be issued on the terms that they are, or at the option of the Company or the holder are liable, to be redeemed and the Directors shall be authorised to determine the terms, conditions and manner of redemption of such shares
- 8.2 Subject to the terms of these Articles, the provisions of the Act and of every other statute for the time being in force concerning companies and affecting the Company and to any direction to the contrary that may be given by ordinary resolution of the Company, the Directors may offer, allot, issue, grant options or rights over or otherwise dispose of any shares in the Company to such persons, at such times and for such consideration and upon such terms and conditions and with such preferred, deferred or other special rights or restrictions whether in regard to dividend, voting, return of capital or otherwise as the Directors may determine, but so that no shares shall be issued at a discount.

- 8.3 For the purposes of Section 551 of the Act, the Directors are authorised generally and unconditionally to allot without the authority of the Company in general meeting those shares specified in Article 6 of the Company at any time or times from the date of adoption of these Articles until the date occurring five years after such date. The aforesaid authority may be revoked or varied by the Company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority which would or might require shares to be allotted after this authority has expired and the Directors may allot shares in pursuance of any such offer or agreement notwithstanding the expiry of this authority. In this paragraph, references to the allotment of shares shall include the grant of rights to subscribe for, or to convert any security into shares.
- 8.4 In accordance with Section 570 of the Act, sub-Section (1) of Section 561 of the Act shall be excluded from applying to the allotment of equity securities (as defined in Section 560 of the Act).
9. The Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof held by the registered holder. The Company shall however be entitled to register trustees as such in respect of any shares.

LIEN

10. The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person or in the name of any person jointly with another or others for all monies presently payable by him or any of them or his estate or their estates to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this article.

TRANSFER OF SHARES

11. Transfer of Shares

- 11.1. The Directors shall register any transfer of shares made in accordance with the provisions of Articles 36 to 43 (*permitted transfers, pre-emptive transfers, compulsory transfers, fair price, change of control, tag-along, drag-along and Institutions drag-along*). Save as aforesaid the Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any shares, whether or not such shares are fully paid.
- 11.2 Subject to such of the restrictions set out in these Articles as may be applicable, any member may transfer all or any of his shares by instrument of transfer in writing in any usual or common form or in any other form which the Directors may approve. The instrument of transfer shall be executed by or

on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee and the transferor shall remain the holder of the shares and as such a member of the Company until the name of the transferee is entered in the Register of Members in respect thereof.

GENERAL MEETINGS

12. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as otherwise provided in these Articles, one Non-employee Member present in person or by proxy or, if a corporation, by a duly authorised representative shall be a quorum.
13. If a quorum is not present within half an hour of the time appointed for a general meeting the meeting shall stand adjourned to such day and at such time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
14. A resolution in writing (i) in respect of the passing of an ordinary resolution, signed by a simple majority of the total voting rights of 'eligible members' of the Company; or (ii) in respect of the passing of a special resolution, signed by a 75% majority of the total voting rights of 'eligible members' of the Company, in each case shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any special resolution to be passed as a written resolution must state on the face of the resolution that it is to be passed as a special resolution. Any written resolution may consist of several documents in the like form each signed by one or more of the members or their duly appointed attorneys or representatives and the signature in the case of a corporation which is a member shall be sufficient if made by a director or the secretary thereof or by its duly appointed attorney(s) or representative(s).
15. A poll may be demanded at any general meeting by the chairman or by any director or by any member present in person or by proxy or, if a corporation, by any representative duly authorised and entitled to vote.
16. No resolution not previously approved by the Directors shall be moved by any member other than a director at a general meeting unless the member intending to move the same shall have left a copy thereof with his name and address at the Office at least three clear days prior to such meeting.
17. A notice of every general meeting shall be given to every member whether or not he shall have supplied to the Company an address within the United Kingdom for the giving of notices.

DIRECTORS

18. The quorum for the transaction of the business of the Directors may be fixed by the Directors and, unless so fixed at any other number or unless there is only one director, shall be two one of whom shall be an Institutional Director (unless no Institutional Director is, at the relevant time, appointed or the

provisions of Article 19 apply) A person who holds office only as an alternate director shall, if his appointer is not present, be counted in the quorum If there is an Institutional Director in office but no Institutional Director is present at any duly convened meeting of the Directors, the meeting shall be adjourned to such time (being not less than one or more than seven days from the date of the meeting so adjourned) as the Directors present at the adjourned meeting shall agree and this shall be notified to each Director and the quorum for the transaction of business at the reconvened meeting shall be any two Directors provided that the only business which may be transacted at that meeting is the business details of which are set out in the notice of the reconvened meeting

- 19 Notwithstanding Article 18 above, if the conflict of interest provisions contained in the Act apply such that there is no Institutional Director who is entitled to vote, form part of the quorum or attend any meeting of the Directors despite the application of Article 45 or any authorisation granted in respect of an Institutional Director pursuant to Article 45 2 then the quorum requirements for the relevant meeting shall not require an Institutional Director(s) to form part of the quorum.
20. Unless and until otherwise determined by ordinary resolution of the Company, the minimum number of directors shall be one and there shall be no maximum number. A sole director shall have all the power and authority vested in "the Directors" in terms of these Articles
- 21 A director shall not be required to hold shares of the Company in order to qualify for office as a director, but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company or meetings of any class of members of the Company.
- 22 A director who is in any way whether directly or indirectly interested in an actual or proposed transaction or arrangement with the Company shall declare the nature and extent of his interest at a meeting of the Directors in accordance with Section 177 and/or 182 of the Act Subject to such disclosure as aforesaid a director may vote in respect of any actual or proposed transaction or arrangement in which he is interested and if he does so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any actual contract or proposed transaction or arrangement shall come before the Directors for consideration and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom For the purposes of this Article:
 - 22 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 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
 - 22 2. an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

23. The Directors may dispense with the keeping of attendance records for meetings of the Directors or committees of the Directors. Article 15 of the Model Articles shall be modified accordingly.
- 24 The office of a director shall be vacated:
- 24 1. if he becomes bankrupt or suspends payment of or compounds with his creditors,
- 24.2 if he becomes of unsound mind or a patient for the purpose of any statute relating to mental health or otherwise mentally incapacitated;
- 24.3 if (not being a director holding executive office as such for a fixed term) by notice in writing to the Company he resigns his office,
- 24 4 if he is prohibited by law from being a director or ceases to be a director by virtue of any provision of the Act;
- 24 5. if he, not being an Institutional Director appointed pursuant to Article 44, is removed from office by notice in writing signed by all his co-directors and served upon him,
- 24 6. if he, not being an Institutional Director appointed pursuant to Article 44 is removed from office by notice in writing signed by the holders of shares representing more than 50% of the aggregate Voting Rights; and/or
- 24 7. if he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated
- 25 The Directors shall have power at any time to appoint any person to be a director of the Company either to fill a casual vacancy or as an addition to the existing directors
- 26 The ordinary remuneration of the directors for their services as directors shall from time to time be determined by an ordinary resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may unanimously agree or, failing agreement, equally except that any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for such proportion of remuneration as relates to the period during which he has held office. The Directors may direct that the Company repay to any director all such reasonable expenses as he may properly incur in attending meetings of the Directors or of any committee of the Directors or general meetings of the Company or any class of members of the Company or otherwise in or about the business of the Company. In the event of any director necessarily performing or rendering any special duties or services to the Company outside his ordinary duties as a director the Directors may, if so authorised by an ordinary resolution of the Company, pay such director special remuneration and such special remuneration may be paid by way of salary, commission, participation in profits or otherwise as may be arranged and approved by the Directors

27. The Directors may from time to time appoint one or more of their number to an executive office (including that of Chief Executive Officer, Managing Director, Deputy or Assistant Managing Director, Manager or any other salaried office) for such period and on such terms and conditions as they shall think fit and, subject to the terms and conditions of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms and conditions of any such agreement the appointment of any director as aforesaid shall be ipso facto determined if he ceases from any cause to be a director.
28. A Chief Executive Officer, Managing Director, Deputy or Assistant Managing Director, Manager or other executive officer as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the Directors may determine.
29. The Directors on behalf of the Company and without the approval of any resolution of the Company may establish, maintain, participate in and contribute to, or procure the establishment and maintenance of, participation in and contribution to, any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of any persons (including Directors, former Directors, officers and former officers) who are or shall have been at any time in the employment or service of the Company or of any company which at the time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company (as defined in Section 1159 of the Act) or otherwise associated with the Company or of the predecessors of the Company in business or of any such other company as aforesaid, or for the benefit of the relations, spouses, widows, families, connections or dependants of any such persons or for the benefit of any other persons whose service or services have directly or indirectly been of benefit to the Company and their relations, connections or dependants, and the Directors on behalf of the Company and without the approval of any resolution of the Company may grant or procure the grant of donations, gratuities, pensions, allowances, including allowances on death, or other payments or benefits of any kind to any of such persons as aforesaid, and the Directors on behalf of the Company and without the approval of any resolution of the Company may establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any of such persons as aforesaid or otherwise for the advancement of the interests and well-being of the Company or of any such other company as aforesaid or its members, and the Directors on behalf of the Company and without the approval of any resolution of the Company may make payments for or towards the insurance of any of such persons as aforesaid. Any such director or ex-director may participate in and retain for his own benefit any such donation, gratuity, pension, allowance, payment or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a director of the Company.
30. The Directors on behalf of the Company and without the approval of any resolution of the Company may establish and contribute the funds of the

- Company to any employees' share scheme (within the meaning of Section 1168 of the Act) for the purchase or subscription by trustees of shares of the Company or of a holding company of the Company and may lend money to the Company's employees to enable them to purchase or subscribe for shares of the Company or of a holding company of the Company, and may establish and maintain any option or incentive scheme whereby selected employees (including salaried directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company, and may formulate and carry into effect any scheme for sharing the profits of the Company with its employees (including salaried directors and officers) or any of them. Any director may participate in and retain for his own benefit any such shares, profit or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a director of the Company.
- 31 Without prejudice to Article 8 of the Model Articles, a resolution in writing signed by all the Directors from time to time eligible to vote on the matter had it been proposed as a resolution at a Directors' meeting or a committee of a Directors' meeting shall be as valid and effectual as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the directors
- 32 A meeting of the Directors or of a committee of the Directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously. A director taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Subject to the Act, all business transacted in such manner by the Directors or a committee of the Directors shall for the purposes of these Articles be deemed to be validly and effectively transacted at a meeting of the Directors or a committee notwithstanding that fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is. The word "meeting" in these Articles shall be construed accordingly.
- BORROWING AND OTHER POWERS**
33. The Directors may exercise all the powers of the Company without limit as to amount to borrow and raise money and to accept money on deposit and to grant any security, mortgage, charge or discharge as they may consider fit for any debt or obligation of the Company or which is binding on the Company in any manner or way in which the Company is empowered so to grant and similarly as they may consider fit to enter into any guarantee, contract of indemnity or suretyship in any manner or way in which the Company is empowered so to enter into

ALTERNATE DIRECTORS

34. Alternate Directors

- 34 1. Any director (other than an alternate director) may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person to be his alternate director and may in like manner at any time terminate such appointment. If such alternate director is not another director, such appointment, unless previously approved by the Directors, shall have effect only upon and subject to being so approved (provided that the appointment of an alternate by an Institutional Director shall be effective immediately on notice of such appointment being given to the Company and shall not require the approval of the Directors).
- 34 2. The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointer ceases to be a director.
- 34.3 An alternate director shall (except when absent from the United Kingdom) be entitled to receive notice of all meetings of the Directors and of all meetings of committees of the Directors of which his appointer is a member and shall be entitled to attend and vote as a director at any such meetings at which his appointer is not personally present and generally at such meetings to perform all the functions of his appointer as a director in his absence and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director. If his appointer is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointer. Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate (in addition to his own vote if he is also a director). An alternate director shall not (save as aforesaid) have power to act as a director or be deemed to be a director for the purposes of these Articles.
- 34 4 An alternate director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.

INDEMNITY AND INSURANCE

35. Indemnity and Insurance

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

- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that officer in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act), and
- (c) any other liability incurred by that officer as an officer of the Company or an associated company,

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

In this article

- (i) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (ii) a "relevant officer" means any director, former director, company secretary or former company secretary or other officer of the company or an associated company (but not its auditor)

35 2 The directors may decide to purchase and maintain insurance at the expense of the Company for the benefit of any relevant officer in respect of any relevant loss. Without prejudice to the generality of Article 22 at a meeting of the Directors where such insurance is under consideration a Director may form part of the quorum and vote notwithstanding any interest he may have in such insurance.

In this article

- (a) a "**relevant officer**" means any director or former director, company secretary or former company secretary of the Company or an associated company, any other officer or employee or former officer or employee of the Company (but not its auditor) or any trustee of an occupational pension scheme (as defined in section 235(6) of the Act) for the purposes of an employees' share scheme of the Company or an associated company,
- (b) a "**relevant loss**" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

PERMITTED TRANSFERS

- 36 The following transfers of shares may be made without restriction as to price or otherwise and without any requirement to offer such shares pursuant to the provisions of Article 37 (*pre-emptive transfers*) and without any requirement, save in the case of sub-paragraph 36.9 below, to comply with the provisions of Article 40 (*change of control*) namely transfers
- 36 1 by any member being a company to any holding company of such company or any direct or indirect subsidiary of any such holding company,
- 36.2 by any Non-employee Member holding shares as a nominee or on trust (whether directly or indirectly) for an employee share scheme to any other nominee or trustee of the same scheme,
- 36 3 by any nominee or trustee to any other nominee or trustee of the same beneficiary,
- 36 4 by any Original Employee Member to any Permitted Transferee (subject always to such transferee undertaking in a form satisfactory to the Institutional Director (including a power of attorney in respect of such shares) that such transferee will be bound by the provisions of these Articles (in particular, the provisions of Article 38 (*compulsory transfers*) as if such transferee were the Original Employee Member and the transferred shares remained held by the Original Employee Member);
- 36 5. by the trustees of any trust established for the benefit of employees or directors (or former employees or directors) to the beneficiaries of such trust (or any of them) as may be approved by the Remuneration Committee and/or by any member to the trustees of such trust to hold on trust for the benefit of the beneficiaries of the trust;
- 36.6. by Original Investor to any Privileged Relation or Family Settlement of the Original Investor,
- 36.7. by, the Original Institution, any Financial Institution, a fund or the general partner of any fund to (in each case an "**Institutional Investor**")
- 36 7 1. the holders of units in, or a nominee or trustee for the holders of units in, or partners in, or members of or investors in such Financial Institution or fund (or such fund as is managed by the manager entity which is the ultimate parent of the Original Institution) (as applicable);
- 36.7.2. a nominee or trustee for such Original Institution, Financial Institution or fund (as applicable);
- 36 7.3. another fund (or nominee or trustee for another fund) which is managed or advised by the same manager or adviser as the transferor (or the ultimate parent company of the transferor) or by any member of the same group of companies of such manager or adviser,

- 36.8. by the Original Institutions to any Institutional Investor provided that no such transfer shall be permitted pursuant to this Article 36.8 to the extent that it would result in the Original Institution holding 50% or less of the shares originally subscribed for by them; and/or
- 36.9. by any member with the prior written consent of the holders of shares representing not less than 75% of the aggregate Voting Rights (or in the case of a proposed transfer by the Original Institution, by not less than 95% of the aggregate Voting Rights) and the Original Investor.

If any person to whom shares are transferred pursuant to sub-paragraphs 36.1 to 36.6 above ceases to be within the required relationship with the original transferor of such shares, such shares shall be transferred back to the original transferor (or to any other person falling within the required relationship with the original transferor) forthwith upon such relationship ceasing and, if the holder of such shares fails to make such transfer, the holder shall be deemed to have served a separate Transfer Notice in respect of all of such shares then held by him and the provisions of Article 37 (*pre-emptive transfers*) shall apply save that the Specified Price shall be deemed to be the Fair Price.

PRE-EMPTIVE TRANSFERS

37. Pre-Emptive Transfers

- 37.1. Save as provided by Article 36 (*permitted transfers*) and Article 38 (*compulsory transfers*) and Article 40 to Article 43 (*change of control, tag-along, drag-along and Institutions drag-along*) and subject to Article 37 12 no member or person entitled by transmission shall transfer or dispose of or agree to transfer or dispose of or grant any interest or right in any Equity Share to any person (a "transferee" for the purposes of this Article 37) without first offering the same for transfer to the holders for the time being of Equity Shares (other than the proposing transferor) Such offer may be in respect of all or part only of the Equity Shares held by the proposing transferor, shall be made by the proposing transferor by the giving in writing of a notice (a "Transfer Notice") and may make acceptance of the offer conditional upon acquiring Loan Notes and/or any other securities (whether of the Company or any of its subsidiaries on the terms specified in the Transfer Notice)
- 37.2. Each Transfer Notice shall specify the number and class of Equity Shares offered (the "Sale Shares") and (unless the Transfer Notice is deemed given as provided by these Articles) the price at which the Sale Shares are offered (the "Specified Price") and the identity(ies) of the proposed transferee(s) (if any) and it shall constitute the Directors as the agent of the proposing transferor for the sale of the Sale Shares to the other holders of Equity Shares (other than the proposing transferor)
- 37.3 Subject to Article 37 12, upon receipt or deemed receipt by the Company of the Transfer Notice the Directors shall forthwith give written notice to the holders of Equity Shares (other than the proposing transferor) of the number and description of the Sale Shares and the Specified Price and (unless the Transfer Notice is deemed given as provided by these Articles) the

identity(ies) of the proposed transferee(s) inviting each of such holders to state by notice in writing to the Company within 60 days (the "Offer Period") whether he is willing to purchase any and, if so, what maximum number of the Sale Shares ("Maximum") he is willing to purchase, and shall also forthwith give a copy of such notice to the proposing transferor. A person who, pursuant to such a notice, expresses a willingness to purchase any Sale Shares is referred to below as a "Purchaser"

- 37.4. Within 10 days of the expiration of the Offer Period the Directors shall, subject to Article 37.6 below, allocate the Sale Shares to or amongst the Purchasers and such allocation shall be made so far as practicable as follows:

37.4.1. if the Sale Shares comprise B Ordinary Shares, first to existing or prospective employees of the Company or any of its subsidiaries or a trust established for the benefit of such employees or former employees (in each case as approved by an Institutional Director), second to other holders of B Ordinary Shares, third to the holders of A Ordinary Shares, and fourth to the Company (in so far as is lawful), or

37.4.2. if the Sale Shares comprise A Ordinary Shares, to other members holding A Ordinary Shares (and, for the avoidance of doubt, no allocation shall be made to holders of B Ordinary Shares)

- 37.5. Each allocation among the relevant persons identified in Article 37.4 shall in the case of competition be made pro-rata to the number of shares of the relevant class held by them but individual allocations shall not exceed the Maximum which the relevant person shall have expressed a willingness to purchase

- 37.6. If the Transfer Notice shall state that the proposing transferor is not willing to transfer part only of the Sale Shares, no allocation shall be made unless all the Sale Shares are allocated

- 37.7. Forthwith upon such allocation being made, the Purchasers to or amongst whom such allocation has been made shall be bound to pay to the Company (as agent for the proposing transferor) the Specified Price for, and to accept a transfer of, the Sale Shares so allocated to them respectively and the proposing transferor shall, subject to Article 40 (*change of control*) be bound forthwith upon payment of the Specified Price as aforesaid to deliver to the Company (as agent for the Purchasers) such documents as are required to transfer such shares to the respective Purchasers.

- 37.8. If in any case the proposing transferor, after having become bound to transfer Sale Shares as aforesaid, does not do so, the Company may receive the Specified Price and the Directors may appoint some person to execute instruments of transfer of such Sale Shares in favour of the Purchasers and shall thereupon, subject to such transfers being properly stamped (if applicable), cause the name of each of the Purchasers to be entered in the Register of Members as the holder of those Sale Shares allocated to him as aforesaid and shall hold the Specified Price in trust for the proposing transferor. The issue of a receipt by the Company therefor shall be a good

discharge to the Purchasers and after their names shall have been entered in the Register of Members in exercise of the aforesaid power, the validity of the transactions shall not be questioned by any person

- 37.9. If, at the expiration of the period of 10 days referred to in Article 37.4 above, any of the Sale Shares have not been allocated in accordance with the provisions of this Article, the proposing transferor may at any time within a period of 60 days after the expiration of the said period of 10 days referred to in Article 37.4 above transfer such unallocated Sale Shares to the proposed transferee(s) (if any) specified in the Transfer Notice, or to any other person at any price not being less than the Specified Price provided that:

37.9.1 if the Transfer Notice shall contain the statement referred to in Article 37.6 the proposing transferor shall not be entitled hereunder to transfer any of such unallocated Sale Shares unless in aggregate all of such unallocated Sale Shares are so transferred,

37.9.2. the Directors may require to be satisfied on reasonable grounds that such unallocated Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the transferee and if not so satisfied may refuse to register the instrument of transfer;

if the Transfer Notice shall make any acceptance of the offer conditional as referred to in Article 37.1 the proposing transferor shall not be entitled hereunder to transfer any of such unallocated Sale Shares unless the transferee acquires the relevant proportion of Loan Notes and/or other securities as are set out in the Transfer Notice.

- 37.10 The restrictions on transfer contained in this Article shall apply to all transfers and transmissions by operation of law or otherwise of Equity Shares.
- 37.11 Where a member or other person is under these Articles deemed to have served a Transfer Notice in respect of Equity Shares, such Transfer Notice shall be deemed not to contain the statement referred to in Article 37.6 or the condition referred to in Article 37.9.3
- 37.12. If the proposing transferor is an Employee Member, the Directors may allocate some or all of the Sale Shares to existing or prospective employees of the Company or any of its subsidiaries and/or to a trust established for the benefit of such employees or former employees (in each case as approved by an Institutional Director) in which event the provisions of Articles 37.3 to 37.7 (inclusive) and 37.9 shall not apply to the Sale Shares allocated pursuant to this Article 37.12. For the avoidance of doubt, the provisions of Article 37 shall apply to any Sale Shares not allocated pursuant to this Article 37.12

COMPULSORY TRANSFERS

38. Compulsory Transfers

- 38.1 Subject to Article 38.5, the Remuneration Committee may, at any time upon the Leaver becoming a Leaver until the expiry of 12 months from the

Termination Date serve a notice in writing on the Leaver requiring him to offer for sale some or all of the B Ordinary Shares then held by him (a "Compulsory Transfer Notice"). Upon service of a Compulsory Transfer Notice the Leaver shall be deemed to have served a Transfer Notice in respect of such shares (and such deemed Transfer Notice shall supersede any previous Transfer Notice which has not completed) and, subject to Article 38 2, the provisions of Article 37 shall apply

38 2 A deemed service of a Transfer Notice pursuant to Article 38 1 shall be deemed to provide that the Specified Price in respect of any shares the subject of the deemed Transfer Notice shall be.

38 2 1 in respect of the Vested B Ordinary Shares of a Bad Leaver the lower of

- (a) the price paid therefor by the relevant Leaver (including any premium paid thereupon) (which in the case of shares issued on or around the date of adoption of these articles shall be deemed to be £1 00 per share) ("Cost"); and
- (b) the Return Adjusted Fair Price,

and in respect of the Unvested B Ordinary Shares, £1 in aggregate.

38 2 2 in respect of a Good Leaver;

- (a) the Return Adjusted Fair Price for the Vested B Ordinary Shares held by them; and
- (b) £1 in aggregate for the Unvested B Ordinary Shares held by them

The B Ordinary Shares shall 'vest' as follows:

Date of Cessation of Employment of Employee Member	% of Unvested B Ordinary Shares	% of Vested B Ordinary Shares
Prior to the 2nd Anniversary	100%	0%
On or after the 2nd Anniversary but prior to the 3rd Anniversary	75%	25%
On or after the 3rd Anniversary but prior to the 4th Anniversary	50%	50%
On or after the 4th Anniversary but prior to the 5th Anniversary	25%	75%
On or after the 5th Anniversary	0%	100%

38 3. The Remuneration Committee may, by notice in writing served on the Company and the Leaver (in the Compulsory Transfer Notice or otherwise) prior to the expiry of 12 months from the Termination Date,

- (i) specify that not all or none of the Leaver's B Ordinary Shares are to be the subject of the deemed Transfer Notice and if not all of the Leaver's B Ordinary Shares are to be the subject of the deemed Transfer Notice specify whether it is the Vested B Ordinary Shares, the Unvested B Ordinary Shares or a combination of the two which are retained by the Leaver; and/or
- (ii) specify that a Bad Leaver shall be deemed to be a Good Leaver for the purposes of Article 38.2, and/or
- (iii) specify that the Specified Price is greater than that determined in accordance with Article 38 2, and/or
- (iv) specify that shares that would otherwise be Unvested shall be treated as Vested;

and may, by notice in writing served on the Leaver, suspend the operation of the provisions of Article 37 for all or any part of such 12 month period or, if later, until the Return Adjusted Fair Price is agreed or determined.

38 4. Subject to Article 38 5 and Article 38.7, the Remuneration Committee may, at any time upon the Leaver becoming a Leaver until the expiry of 12 months from the Termination Date serve a notice in writing on the Leaver requiring him to offer for sale some or all of the A Ordinary Shares then held by him (a "**Compulsory Transfer Notice**") Upon service of a Compulsory Transfer Notice the Leaver shall be deemed to have served a Transfer Notice in respect of such shares (and such deemed Transfer Notice shall supersede any previous Transfer Notice which has not completed) and, subject to Article 38 5, the provisions of Article 37 shall apply.

38.5. A deemed service of a Transfer Notice pursuant to Article 38 4 shall be deemed to provide that the Specified Price in respect of any shares the subject of the deemed Transfer Notice shall be:

- 38.5 1. in respect of the A Ordinary Shares of a Bad Leaver (other than a Tier III Bad Leaver) who becomes a Bad Leaver prior to the first Anniversary, £1 in aggregate,
- 38 5 2. in respect of the A Ordinary Shares of a Bad Leaver (other than a Tier III Bad Leaver) who becomes a Bad Leaver on or after the first Anniversary but prior to the date falling 6 months after the first Anniversary, 50% of such shares at the price specified in Article 38 5 5 and £1 in aggregate for the remaining 50%,
- 38 5 3. in respect of the A Ordinary Shares of a Bad Leaver (other than a Tier III Bad Leaver) who becomes a Bad Leaver on or after the date falling 6 months after the first Anniversary but prior to the second Anniversary by any reason other than resignation, 50% of such shares at the price specified in Article 38 5 5 and £1 in aggregate for the remaining 50%;

- 38 5.4. in respect of the A Ordinary Shares of a Bad Leaver (other than a Tier III Bad Leaver) who becomes a Bad Leaver on or after the date falling 6 months after the first Anniversary but prior to the second Anniversary by reason of resignation, 75% of such shares at the price specified in Article 38.5 5 and £1 in aggregate for the remaining 25%;
- 38.5.5 in respect of the A Ordinary Shares of a Bad Leaver who becomes a Bad Leaver on or after the second Anniversary (or a Tier III Bad Leaver at any time), the lower of
- (a) the price paid therefor by the relevant Leaver (including any premium paid thereupon) (which in the case of shares issued on or around the date of adoption of these articles shall be deemed to be £1.00 per share) ("Cost"); and
 - (b) the Fair Price;
- 38 5.6. in respect of the A Ordinary Shares of a Good Leaver (other than a Tier III Good Leaver) who becomes a Good Leaver prior to the first Anniversary the lower of.
- (a) the price paid therefor by the relevant Leaver (including any premium paid thereupon) (which in the case of shares issued on or around the date of adoption of these articles shall be deemed to be £1 00 per share) ("Cost");
 - (b) the Fair Price, and
- 38 5 7 in respect of the A Ordinary Shares of a Good Leaver (other than a Tier III Good Leaver) who becomes a Good Leaver on or after the first Anniversary but prior to the second Anniversary the price specified in Article 38.5.4 in respect of 50% of the A Ordinary Shares and the price specified in Article 38.5 6 in respect of the remaining 50%;
- 38 5.8. in respect of the A Ordinary Shares of a Good Leaver who becomes a Good Leaver on or after the second Anniversary (or a Tier III Good Leaver at any time) the Fair Price;
- 38 6. The Remuneration Committee may, by notice in writing served on the Company and the Leaver (in the Compulsory Transfer Notice or otherwise) prior to the expiry of 12 months from the Termination Date,
- (i) specify that not all or none of the Leaver's A Ordinary Shares are to be the subject of the deemed Transfer Notice and if not all of the Leaver's A Ordinary Shares are to be the subject of the deemed Transfer Notice; and/or
 - (ii) specify that a Bad Leaver shall be deemed to be a Good Leaver for the purposes of Article 38 5, and/or
 - (iii) specify that the Specified Price is greater than that determined in accordance with Article 38 5;

and may, by notice in writing served on the Leaver, suspend the operation of the provisions of Article 37 for all or any part of such 12 month period or, if later, until the Fair Price is agreed or determined

- 38 7 The Remuneration Committee may only require a deemed Transfer Notice in respect of a Leaver's A Ordinary Shares if it procures that, at the same time as the A Ordinary Shares are acquired from the Leaver a proportion of the PIK Loan Notes (if any) held by that leaver equal to the proportion of A Ordinary Shares to be transferred as a proportion of the aggregate A Ordinary Shares held by that Leaver are also acquired in each case applying the same pricing as is specified in respect of the corresponding A Ordinary Shares.
- 38.8 The Company may require a leaver (other than a Tier III Leaver), as a condition of transfer, to reinvest the proceeds of sale of any A Ordinary Shares, B Ordinary Shares and/or PIK Loan Notes in Leaver Loan Notes and each Leaver hereby irrevocably and unconditionally authorises any Director of the Company from time to time to give such instructions and/or execute such documents as may be required to effect such reinvestment
- 38 9. Notwithstanding any other provision herein contained, if a Leaver retains any shares in the capital of the Company, he shall have all the rights of and shall rank *pari passu* with the other holders of the class or classes of shares held by him save that
- 38.9.1 at any general meeting or class meeting of the Company he shall be deemed to vote (whether on a poll or otherwise) in the same manner as the majority of votes cast at the relevant meeting by the holders of the relevant class or classes of shares held by him;
- 38 9.2 in a written resolution he will be deemed to resolve in the same manner as the majority of the holders of the relevant class or classes of shares held by him,
- 38 9 3. in relation to any matter where the consent of the holders of the class or classes of shares held by him is required he shall be deemed to grant consent if the majority of the holders of the relevant class or classes of shares held by him grant such consent;
- 38 9.4 on any transfer of a majority of the shares of the relevant class or classes held by him in circumstances where an offer is made to him to acquire his shares at a price which is not lower than the average price per share payable to the holders of a majority of the shares of the such class or classes he shall be deemed to accept such offer and to transfer such shares at the time and place specified by the offeror,

and he hereby appoints any director of the Company from time to time to sign any such resolution, consent, transfer form or other document and/or take any other act in his name and on his behalf to implement all or any of the above provisions provided that, in respect of any transfer made pursuant to Article 38 4 4, the Company shall retain on trust the proceeds of sale and shall account to him for such proceeds forthwith on demand

- 38.10. If, in the opinion of the Directors (acting reasonably), any member to whom Article 38.4 applies takes or seeks to take any action contrary to the terms of Article 38.4 or seeks to prevent any director of the Company from taking any action pursuant to the authority conferred on them pursuant to the terms of Article 38.4 any director may, by serving written notice on the Company and the relevant member deem such member to have served a Transfer Notice in respect of all of the shares then held by him and in respect of which the Specified Price shall be the Paid Up Amount in respect of each share
- 38.11. The Remuneration Committee may, by notice in writing served on the Company and the Leaver at any time, specify the Leaver's retained shares be transferred at nominal value to a nominee company nominated by the Remuneration Committee to be held by such nominee company for the benefit of the Leaver. The nominee company shall conduct all votes and exercise all rights, obligations and discretions in respect of such shares as directed by the Remuneration Committee or as otherwise may be required these Articles or the Shareholders' Agreement and the relevant Leaver hereby waives all rights in respect of such shares and indemnifies the nominee company in respect of all actions (other than actions in breach of trust by such nominee) take by them in respect of such shares

FAIR PRICE

39.1. "Fair Price" means

- 39.1.1. in respect of those Leavers who hold less than 0.5% of the entire issued share capital of the Company, the price per share which the Remuneration Committee determines in good faith to be the market value for the shares (applying the principles as set out below) as at the date of the Compulsory Transfer Notice (the "**Determined Price**") (and such Determined Price shall be final and binding on any such Leaver); or
- 39.1.2. in respect of any other Leavers to whom Article 39.1.1 does not apply, the price per share as at the date of the Compulsory Transfer Notice agreed between such a Leaver and the Remuneration Committee within 21 days of service of the Compulsory Transfer Notice (or such longer period as the Remuneration Committee may determine) or, in the absence of such agreement the Fair Price shall be.
- (a) the price as at such date certified in writing by the Valuer as being in their opinion the fair value of the shares as between a willing seller and a willing buyer (with no discount to reflect the unquoted status of the shares) provided that the Valuer, in determining the fair value of any of such shares shall:
- (i) determine the sum in cash which a willing buyer would offer to a willing seller for the whole of the issued share capital of the Company and to the extent appropriate, on a going concern basis;

- (ii) divide the resultant figure by the number of issued Equity Shares and outstanding options or rights to acquire Equity Shares (assuming exercise in full and assuming that any Equity Shares available to be allocated to employees of the Company pursuant to the Shareholders' Agreement have been issued), and
- (iii) make such adjustment as they consider necessary to allow for any rights attaching to the shares to be transferred which may be outstanding and any rights whereby any person, firm or body corporate may call for the allotment or issue of shares or may exercise any right of conversion;

but so that there shall be no addition or subtraction of any premium or discount arising in relation to the size of the holding the subject of the relevant transfer, or in relation to any restrictions on the transferability of the shares arising only out of the provisions of these Articles and provided further that the Valuer shall take into account in relation to determining the appropriate figure for Article 39 1 above any bona fide offer from any third party for the Company.

- 39 2. **"Return Adjusted Fair Price"** means the Fair Price multiplied by a percentage being the percentage of the relevant Leavers' B Ordinary Shares that would not be converted into Deferred Shares in accordance with the provisions of Schedule 2 had the date of the Compulsory Transfer Notice been the Conversion Date with MC being determined by reference to the Fair Price agreed or determined in accordance with the provisions of Article 39 1. The provisions of Schedule 2 shall apply mutatis mutandis to any calculation required under this Article 39 2 save that in respect of those Leavers who hold less than 0.5% of the entire issued share capital of the Company the calculations shall be made by the Remuneration Committee (whose decision shall be final and binding) and in relation to any other Leavers the calculations shall be as agreed between that Leaver and the Remuneration Committee failing which as determined by the Valuer.
- 39 3. The costs of the Valuer shall be borne between the Leaver and the Company equally or in such proportions as the Valuer shall determine to be fair and reasonable in the circumstances (and in arriving at such proportions, the Valuer may take account of the relevant price per share proposed by the relevant parties as compared to the price per share ultimately agreed or determined by the Valuer).
- 39 4. For the avoidance of doubt, to the extent to which the Fair Price and/or Return Adjusted Fair Price cannot be agreed between the Leaver and the Remuneration Committee and a Valuer is to be appointed, the identity of and the terms of engagement of the relevant Valuer shall be at the sole determination of the Company (acting reasonably and after having given the relevant Leaver a reasonable opportunity to consult with the Company in relation to such matters) and shall not require the agreement of the relevant Leaver.

CHANGE OF CONTROL

40. Notwithstanding any other provision of these Articles, but save for transfers pursuant to Articles 36 1-36 8 (*permitted transfers*) and Article 43 (*Institutions drag-along*) no sale or transfer of, or transfer of any interest in, any shares conferring a right to vote at general meetings of the Company to any person whomsoever (other than the Original Institutions), which would result, if made and, if appropriate, registered, in a person (together with persons acting in concert therewith) whether or not then a member of the Company obtaining or increasing a Controlling Interest in the Company, shall be made or registered and no right to subscribe for any shares which would result, when such shares are issued, in such a person obtaining or increasing a Controlling Interest in the Company shall be exercised unless:
- 40.1. prior to such transfer being completed a bona fide offer is made on arm's length terms to all members by the person or persons proposing to acquire the Controlling Interest to purchase all the Equity Shares in issue and all the unissued Equity Shares for which any person shall then be entitled to subscribe ("**General Offer**"), and
- 40.2. the relevant offer is approved by an Institutional Director

Any General Offer shall conform to the requirements of the Code (so far as applicable and subject as provided in these Articles) as if the Code applied to such General Offer (with an Institutional Director making any determinations or dispensations which would otherwise fall to be made by the Panel (such determinations or dispensations to be binding on all of the members provided they are made by the Institutional Director in good faith in what he believes to be the interests of the members as a whole)) and shall attribute an equal value to each class of Equity Share being a value not less than the highest value paid or agreed to be paid to a Non-employee Member for the relevant class of Equity Share by the proposed acquiror(s) of the Controlling Interest in the 6 months preceding the date of the General Offer

It shall be a term of a General Offer and of any agreement to acquire any shares pursuant thereto that a Controlling Interest is only obtained or increased in consequence of such General Offer or agreement if such General Offer is accepted in respect of a number of shares which would result in the offeror holding more than 50% of the Voting Rights. Any General Offer shall be made in writing (stipulated to be open for acceptance for at least 28 days) to all shareholders and shall include an undertaking by the offeror that neither he nor any person acting in concert with him has within the 6 months immediately preceding or will within the 6 months immediately succeeding the making of the General Offer entered into or will enter into more favourable terms with any member for the purchase of shares of the same class. Such a General Offer shall be accepted or rejected in writing within the time period reasonably stipulated and shall be deemed to have been rejected by a member if he does not respond within such time period.

TAG-ALONG

41. Tag-Along

- 41.1 If as the result of a General Offer or a Relevant Sale (pursuant to Article 43.1) a person or persons (in this Article the "**Buyer**") acquires a Compulsory Purchase Interest the Company shall forthwith notify all members accordingly and any member who did not accept the General Offer or did not participate in the Relevant Sale under Article 43.1 may by written notice to the Company served within 60 days of such notification require the Company as agent for such member to serve a notice (in this Article a "**Compulsory Purchase Notice**") on the Buyer requiring it to buy such member's shares at, in respect of a General Offer, the consideration applicable to such General Offer or, in respect of an offer made under Article 43.1, the price per share that was or would be payable under the Compulsory Acquisition Notice. The Company shall serve the Compulsory Purchase Notice forthwith upon receipt of any such written notice by a member
- 41.2 The Buyer shall complete the purchase of all shares in respect of which a Compulsory Purchase Notice has been given and no later than 21 days from the date of the serving of such Compulsory Purchase Notice on it. The consideration shall be payable in full without any set off. Any transfer pursuant to a Compulsory Purchase Notice shall not require the proposing transferor to give a Transfer Notice. The Directors shall not register any transfer to the Buyer and the Buyer shall not be entitled to exercise or direct the exercise of any rights in respect of any shares to be transferred to the Buyer until in each case the Buyer has fulfilled all his obligations pursuant to this Article. If and for so long as the Buyer fails to comply with the provisions of this Article, the shares held by the Buyer (including any shares held by the Buyer prior to the operation of this Article) shall confer on the Buyer no right to receive notice of, attend or vote at any general meeting of the Company or at any separate general meeting of the holders of the shares of that class until the obligations of the Buyer hereunder have been complied with.

DRAG-ALONG

42. Drag-Along

- 42.1 If any person or persons making a General Offer (in this Article the "**Buyer**") receives acceptances of or agreements to accept the General Offer in respect of shares the transfer of which, once completed, would result in the Buyer acquiring a Compulsory Purchase Interest then the Buyer may, either at the same time as receiving such acceptances or agreements to accept or at any time within the following 60 days, serve notices (in this Article each a "**Compulsory Purchase Notice**") on all of the members who have not then accepted the General Offer (the "**Minority Shareholders**") requiring them to accept it. If agreements to accept a proposed General Offer are obtained prior to the making of the General Offer, the General Offer itself may contain the Compulsory Purchase Notice. Details of any Compulsory Purchase Notices issued shall be sent by the Buyer to the registered office of the Company

marked for the attention of the Chief Executive. Following service of the Compulsory Purchase Notices, until the earlier of the completion, withdrawal or lapse of the General Offer, the Minority Shareholders shall not be entitled to transfer their shares to anyone except the Buyer or a person identified by the Buyer

- 42.2. For the avoidance of doubt nothing in these Articles shall prevent the issue of a new Compulsory Purchase Notice immediately prior to or following the lapse or withdrawal of an existing Compulsory Purchase Notice in which case such newly served notice shall supersede and revoke any earlier such notice, notwithstanding that the relevant acceptance and purchase period as may be designated in the original Compulsory Purchase Notice may not have expired
- 42.3 Where any person has a right to subscribe for Equity Shares in the Company prior to the transfer of or a member of the Company obtaining or increasing a Controlling Interest then the Buyer may serve a Compulsory Purchase Notice on him (either at the same time as all other Compulsory Purchase Notices are served or otherwise) notwithstanding that such person is not, at the time of service, the holder of any Equity Shares and, in such a case, the Compulsory Purchase Notice shall be in respect of any Equity Shares which the relevant person shall obtain upon the exercise by them of their subscription rights prior to completion of the General Offer
- 42.4. The Buyer shall complete the purchase of all shares pursuant to the General Offer, including those in respect of which Compulsory Purchase Notices have been served, at the same time (to the extent possible).
- 42.5. If in any case a Minority Shareholder, on the expiration of 21 days from the service of the Compulsory Purchase Notice, shall not have validly accepted the General Offer by completing, executing and returning all documents required in accordance with the terms of the General Offer then the Directors may authorise some person to execute and deliver on his behalf all documents required to validly accept the General Offer and transfer the Minority Shareholder's shares to the Buyer or the person identified by the Buyer and the Company shall, upon completion of the General Offer, receive the consideration in respect of such shares and shall thereupon (subject to the transfer being duly stamped to the extent applicable) cause the name of the Buyer (or the person identified by the Buyer) to be entered into the Register of Members as the holder of the relevant shares. If the General Offer contains any alternatives (for example, a guaranteed loan note alternative or a roll-over alternative or a reinvestment alternative, or otherwise) the person so authorised by the Directors shall elect cash and neither the Directors nor any person so authorised shall have any liability to the Minority Shareholders (or any of them) in relation to the exercise of such discretion. The Company shall hold the consideration in trust for the Minority Shareholder but shall not be bound to earn or pay interest thereon. The issue of a receipt by the Company for the consideration shall be a good receipt for the price for the relevant shares but the Buyer shall not be discharged from procuring that the Company applies the money in payment to the Minority Shareholder which shall be made against delivery by the Minority Shareholder of the certificate

in respect of the shares or an indemnity in respect of the same. After the name of the Buyer or the person identified by the Buyer has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person

INSTITUTIONAL DRAG-ALONG

43. Institutional Drag-Along

- 43 1. Notwithstanding any other provisions of these Articles and, in particular, the provisions of Articles 37, 40 and 42 (*pre-emptive transfers, change of control, and drag-along*), the holders of more than 50% of the A Ordinary Shares (in this Article the "**Seller**") may agree to sell or transfer (the "**Relevant Sale**") shares representing more than 50% of the Voting Rights to any person whatsoever (other than the Original Institutions) (together with persons acting in concert therewith) (in this Article the "**Buyer**"). A Relevant Sale shall only be a Relevant Sale for the purposes of this Article 43 if it is a bona fide transaction on arms length terms for value. If such Relevant Sale becomes or is anticipated to become unconditional in all respects, the Buyer may by written notice to the Company served no later than 60 days after the Relevant Sale becomes unconditional in all respects require the Company as agent for the Buyer to serve notices (in this Article each a "**Compulsory Acquisition Notice**") on some or all of the members specified by the Buyer being members who are not at that time participating in such Relevant Sale (the "**Remainder Shareholders**") requiring them to sell all (but not some only) of their shares to the Buyer or a person or entity nominated by the Buyer at a consideration per share (including any contingent or deferred consideration) (in so far as it can be ascertained at the date of the Compulsory Acquisition Notice) which is not less than the consideration payable to the Seller in respect of their shares and in the same form it being recognised that such consideration payable to the Seller may have been reduced by the Buyer agreeing to pay costs associated with the Relevant Sale and the consideration payable to the Remainder Shareholders shall be the net amount per share received by the Sellers.
- 43 2. The Company shall serve the Compulsory Acquisition Notices forthwith upon being required to do so and the Remainder Shareholders shall not be entitled to transfer their shares to anyone except the Buyer or a person identified by the Buyer. Each Compulsory Acquisition Notice shall specify the same date (being not less than 7 nor more than 21 days after the date of the Compulsory Acquisition Notice) for the completion of the relevant transfer of shares to the Buyer (the "**Proposed Compulsory Acquisition Completion Date**"). The "**Compulsory Acquisition Completion Date**" shall be the date on which the Buyer completes the purchase of the shares with the Remainder Shareholders (being a date on or after the Proposed Compulsory Acquisition Completion Date and being a date on or after (but not before) the date upon which the transfer of shares under the Relevant Sale completes)
- 43 3. The Buyer shall be ready and able to complete the purchase of all shares in respect of which a Compulsory Acquisition Notice has been given on the Proposed Compulsory Acquisition Completion Date. Any transfer pursuant

to a Compulsory Acquisition Notice shall not require the relevant Remainder Shareholder to give a Transfer Notice.

- 43 4 If in any case a Remainder Shareholder shall not on or before the Compulsory Acquisition Completion Date have transferred his shares to the Buyer or a person identified by the Buyer against payment of the price therefor:
- 43 4.1. the Directors shall authorise some person to execute and deliver on his behalf any necessary transfer in favour of the Buyer or the person identified by the Buyer,
- 43.4 2 the Company shall receive the consideration in respect of such shares; and
- 43 4 3 the Company shall (subject to the transfer being duly stamped) cause the name of the Buyer (or the person identified by the Buyer) to be entered into the Register of Members as the holder of the relevant shares.

The Company shall hold the consideration in trust for the Remainder Shareholder but shall not be bound to earn or pay interest thereon. The issue of a receipt by the Company for the consideration shall be a good receipt for the price for the relevant shares. The Company shall apply the consideration received by it in payment to the Remainder Shareholder against delivery by the Remainder Shareholder of the certificate in respect of the shares or an indemnity in respect of the same in form and substance acceptable to the Company. After the name of the Buyer or the person identified by the Buyer has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- 43 5 For the avoidance of doubt nothing in these Articles shall prevent the issue of a new Compulsory Acquisition Notice immediately prior to or following the lapse or withdrawal of an existing Compulsory Acquisition Notice in which case such newly served notice shall supersede and revoke any earlier such notice, notwithstanding that the relevant acceptance and purchase period as may be designated in the original Compulsory Acquisition Notice may not have expired.

INSTITUTIONAL DIRECTOR

44. Institutional Director

- 44 1 Members holding shares representing more than 50% of the Voting Rights from time to time in issue may, by notice in writing addressed to the Company signed by or on behalf of each of them and delivered to the Office appoint any person or persons to be directors of the Company.
- 44 2 Institutions holding more than one half in nominal value of the Equity Shares held by the Institutions from time to time in issue may, by notice in writing addressed to the Company signed by or on behalf of each of them and delivered to the Office appoint any person or persons to be directors of the

Company and in like manner remove any director so appointed Shareholders appointing a director pursuant to the provisions of this Article 44.2 may specify that such director is designated an Institutional Director provided there are no more than two Institutional Directors at any one time

- 44.3 In addition to the Institutional Directors, whether or not so appointed, the members entitled to designate an Institutional Director may designate any person to be an Observer. An Observer shall have the right to attend all meetings of the Directors and of any committee of the Directors and to receive such other information as a director would be entitled to receive at the same time as such information is provided to Directors and shall, as regards confidentiality, have the same obligations to the Company as if he were a director. An Observer shall be entitled to attend and speak at any such meetings of the Directors but shall not be entitled to vote
- 44.4. Each Institutional Director and/or Observer shall be entitled to report back to the members appointing him on the affairs of the Company and its subsidiaries on a confidential basis and to disclose to such members on a confidential basis such information as he shall reasonably consider appropriate including, for the avoidance of doubt, all papers distributed to the Directors.

45. Conflicts of Interest

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

- 45.2. If a situation arises in which a director (the "Conflicted Director") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) (a "Situation") the following provisions shall apply

- (a) the Directors (other than the Conflicted Director and any other Director with a similar interest who shall not be counted in the quorum at the meeting and shall not vote on the resolution); or
- (b) the members (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the Equity Shares)

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

- 45.3 Any proposed authorisation under Article 45.2 may only be given in respect of a matter which constitutes a Situation in which a director who is not an

Institutional Director has, or can have a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company, if an Institutional Director has given his consent to such authorisation.

- 45.4. In the execution of his duty to promote the success of the Company it is acknowledged that the Institutional Director shall be entitled to have regard to and take account of the interests of the person or party or entity who has appointed him (the "**Appointer**") and in doing so such Institutional Director shall not have infringed their duty to exercise independent judgement in accordance with section 173 of the Act (or as such section may be amended or restated or re-numbered from time to time)
- 45.5 Notwithstanding Article 45.4 above, the existence of the following Situations relating to the Institutional Director which do or may give rise to a conflict arising as a result of the Institutional Director's involvement with and relationship with his Appointer and the investment strategy and operations of the Appointer, shall be hereby authorised, without further approval being required by the Directors and/or the members (as appropriate) and consequently shall not give rise to a breach of duty to avoid conflicts of interest:
- (i) if the Institutional Director is a shareholder in and/or member and/or partner and/or employee of the Appointer or if the Institutional Director has any economic interest in an investment fund in relation to which the Appointer forms part of the relevant fund structure,
 - (ii) if the Institutional Director has an advisory relationship with a competitor of the Company;
 - (iii) if the Appointer acquires a competitor of or a supplier to the Company or any other company within the Group, or a material interest therein,
 - (iv) if the Appointer or any person connected with the Appointer wishes to take up an opportunity that had been offered to, but declined by the Group;
 - (v) if the Institutional Director is appointed by the Appointer or any person connected with the Appointer or is otherwise appointed as a director of any other company outside the Group, including in a competitor to or supplier of the Company,
 - (vi) if the Group is considering a refinancing proposed by or supported by the Appointer,
 - (vii) if the Institution wishes to exit its investment in the Group by way of a Sale or Listing or a sale of assets by the Group or otherwise;
 - (viii) if an Institutional Director accepts a benefit from a third party conferred by reason of his being a director of the Company or his doing (or not doing) anything as a director, provided such benefit falls

within section 176(4) of the Act (or as such section may be amended or restated or renumbered from time to time),

- (ix) if an Institutional Director consents or withholds consent or gives any direction pursuant to the Shareholders' Agreement and/or these Articles,

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

- 45.6 If an actual conflict of interest in respect of an Institutional Director comes about in relation to the situations contemplated above at paragraphs (ii), (iii) and (v), the Institutional Director shall, having regard at all times to his fiduciary duties, take appropriate steps to manage such conflict, including the possibility of abstaining from voting on any matters directly relating to the conflict, ensuring its representative excuses themselves from such part of any Board meetings in which the Institutional Director considers the conflict is relevant or by appointing an alternate representative or director in his stead
- 45.7 Where the Institutional Director obtains confidential information (other than through his position as a director of the Company) that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- 46. **Forfeiture of B Ordinary Shares on an Exit**
 - 46.1 On a Conversion Event (but immediately prior to the event giving rise to the Conversion Event) the provisions of Schedule 2 shall apply.

SCHEDULE 1

- 1 In the Articles to which this forms a schedule the following words and expressions shall, unless the context otherwise requires, bear the following meanings.

"Act" as defined in Article 1,

"A Ordinary Shares" as defined in Article 6,

"acting in concert" shall bear the meaning attributed thereto in the Code;

"Anniversary" means the anniversary of the date upon which the relevant Leaver first became a shareholder in the Company,

"Appointer" as defined in Article 45.4;

"Auditors" means the auditors of the Company from time to time,

"B Ordinary Shares" as defined in Article 6;

"Bad Leaver" means a Leaver where the cessation of employment is as a result of the relevant member:

- (a) resigning (other than as a result of permanent incapacity due to ill health (save where such ill-health arises as a result of an abuse of drink or drugs), death, serious illness of a dependant relation or similar), or
- (b) committing fraud in respect of the Company or any member of the Group; or
- (c) being summarily dismissed for gross misconduct in the performance of his duties, in circumstances where the Company is not liable to pay him compensation for the cessation of his employment other than compensation required by statute or statutory instrument,

save that if a person becomes a Leaver as a result of resigning (other than, for the avoidance of doubt, those reasons as set out in paragraph (a) above) after the 5th Anniversary they shall be treated as a Bad Leaver in respect of 37.5% of their Shares and a Good Leaver in respect of 62.5% of their Shares and the provisions of Article 38 shall be construed accordingly,

"Buyer" as defined in Article 41.1 (*tag-along*) and/or Article 42.1 (*drag-along*) and/or Article 43.1 (*Institutions drag-along*),

"Code" means the City Code on Takeovers and Mergers,

"Compulsory Acquisition Notice" as defined in Article 43.1 (*Institutions drag-along*);

"Compulsory Acquisition Completion Date" as defined in Article 43.1;

"Compulsory Purchase Interest" means an interest in shares carrying more than 50% of Voting Rights,

"Compulsory Purchase Notice" as defined in Article 41 1 (*tag-along*) and/or Article 42 1 (*drag-along*),

"Compulsory Transfer Notice" as defined in Article 38 1 (*compulsory transfers*);

"Conflicted Director" as defined in Article 45.2,

"Controlling Interest" means shares representing not less than 50% of Voting Rights;

"Determined Price" as defined in Article 39.1; (*Fair Price*)

"Directors" means the directors of the Company from time to time,

"eligible member" shall bear the meaning attributed thereto in Section 289(1) of the Act,

"Employee Member" means any member who is a trust for the benefit of employees of the Group, any member who is or was an employee of any member of the Group and any person who acquired shares from any such member pursuant to a Permitted Transfer excluding for all purposes the Original Investor and his Permitted Transferees;

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

"Event of Default" shall bear the meaning attributed thereto in the Financing Documents;

"Fair Price" means the price per share determined in accordance with Article 39 1 (*fair price*);

"Family Settlement" means in relation to any Employee Member or the Original Investor any trust or trusts (whether arising under a settlement *inter vivos* or a testamentary disposition by whomsoever made or on intestacy) under which no immediate beneficial interest in the shares in question is, for the time being, vested in any person other than the Employee Member or the Original Investor concerned and/or his or their Privileged Relations;

"Financial Institution" means any institution recognised by the United Kingdom Her Majesty's Revenue & Customs as carrying on through its lending office a bona fide banking business in the United Kingdom for the purposes of section 349(3) of the Income and Corporation Taxes Act 1988 or any member of the British Venture Capital Association;

"Financing Documents" shall have the meaning ascribed to it in the Shareholders' Agreement,

"General Offer" means an offer made in accordance with the provisions of Article 40 (*change of control*),

"Good Leaver" means any Leaver other than a Bad Leaver;

"Group" means the Company and its subsidiaries from time to time and "member of the Group" shall be construed accordingly,

"Institutional Director" means a director appointed pursuant to Article 44 1 and designated an Institutional Director pursuant to Article 44 2 (or if there is no Institutional Director at the relevant time, the Observer (if any)),

"Institutions" as defined in the Shareholders' Agreement;

"Leaver" means any holder of shares who is employed by and/or is a director of the Company or a relevant member of the Group from time to time (other than an Institutional Director and the Original Investor) and

- (a) who dies; or
- (b) who ceases to be an employee and/or director of all members of the Group by whom he is employed or of which he is a director (whether or not his contract of employment is validly terminated and/or whether or not such termination is wrongful or unfair or otherwise); or
- (c) who ceases to be an employee and/or director of all members of the Group because such member of the Group ceases to be a member of the Group and does not continue (or is not immediately re-employed) as an employee and/or director of the Company or any other member of the Group

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

"Leaver Loan Notes" means loan notes constituted by the Company and issued pursuant to Article 38 in such form as the Remuneration Committee may reasonably require but having an interest rate of 3% per annum, with interest rolling up until redemption and redemption only upon the occurrence of a Sale or Listing;

"Listing" as defined in the Shareholders' Agreement,

"Loan Notes" means any loan notes issued by the Company (or any of its subsidiaries from time to time) and held by a member,

"Majority Institution" as defined in the Shareholders' Agreement

"Managers" as defined in the Shareholders' Agreement;

"Maximum" as defined in Article 37.3,

"**member**" means a person (whether an individual or a corporation) who holds shares in the capital of the Company,

"**Minority Shareholders**" as defined in Article 42.1 (*drag-along*);

"**Model Articles**" as defined in Article 1;

"**Non-employee Member**" means any member who is not an Employee Member,

"**Observer**" means any person appointed pursuant to Article 44.4 (*Institutional Directors*),

"**Offer Period**" as defined in Article 37.3;

"**Office**" means the registered office of the Company,

"**Original Employee Member**" means each Employee Member other than an Employee Member who became an Employee Member by reason of a Permitted Transfer,

"**Original Institution**" as defined in the Shareholders' Agreement;

"**Original Investor**" as defined in the Shareholders' Agreement;

"**Paid Up Amount**" means, in respect of a share, the amount paid up or credited as paid up on such share disregarding any premium;

"**Panel**" means the Panel on Takeovers and Mergers,

"**Permitted Transfer**" means a transfer of shares pursuant to Article 36 (*permitted transfers*),

"**Permitted Transferee**" means, in respect of any Employee Member or Original Investor, any Privileged Relation or Family Settlement of that Employee Member or Original Investor or such other person as an Institutional Director shall agree,

"**PIK Loan Notes**" means the unsecured PIK loan notes issued by the Company's subsidiary, Etihad Midco Limited, pursuant to the terms of a PIK loan note instrument on or around the date of adoption of these Articles,

"**Privileged Relation**" means in respect of any Employee Member the parent or spouse or cohabiting partner or brother or sister of the Employee Member or Original Investor (as the case may be) or any lineal descendent of the Employee Member or Original Investor and for these purposes the step-child or adopted child of any person shall be deemed to be that person's lineal descendent;

"**Proposed Compulsory Acquisition Completion Date**" as defined in Article 43.1,

"Return Adjusted Fair Price" means the price per share determined in accordance with Article 39 2 (*fair price*),

"Register of Members" means the register of members kept by the Company pursuant to Section 113 of the Act,

"Relevant Sale" as defined in Article 43 1 (*Institutions drag-along*),

"Remainder Shareholders" as defined in Article 43 1 (*Institutions drag-along*),

"Remuneration Committee" means the remuneration committee of the Company constituted in accordance with Clause 18 of the Shareholders' Agreement;

"Sale" as defined in the Shareholders' Agreement,

"Sale Shares" as defined in Article 37 2;

"Seller" as defined in Article 43.1 (*Institutions drag-along*),

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

"shares" means shares in the share capital of the Company;

"Situation" as defined in Article 45.2,

"Specified Price" as defined in Article 37.2;

"Termination Date" means in respect of any Leaver the later of the date upon which the contract of employment or appointment as director of the relevant Leaver terminated and the date upon which the relevant Leaver ceased to be employed by or a director of the relevant member of the Group (in each case whether or not such termination or cessation was lawful, wrongful, unfair or otherwise),

"Tier III" means those Managers listed in rows 9 to 29 (inclusive) of Schedule 1A of the Shareholders' Agreement (and a reference to a Tier III Good Leaver and/or a Tier III Bad leaver shall be construed accordingly);

"Transfer Notice" as defined in Article 37.1;

"Unvested B Ordinary Shares" means the percentage of B Ordinary Shares, which remain 'unvested' in accordance with the vesting schedule as set out in Article 38 2,

"Valuer" means an independent firm of chartered accountants nominated by the Company pursuant to Article 39 in each case acting as an expert and not as an arbiter, and

"Vested B Ordinary Shares" means the percentage of B Ordinary Shares which have 'value vested' in accordance with the vesting schedule as set out in Article 38 2; and

"Voting Rights" means the right to receive notice of, attend (in person or by proxy), speak (in person or by proxy) and vote (in person or by proxy) at general meetings of the Company.

- 2 Words and expressions defined in the Act shall, unless the context otherwise requires, bear the same meanings herein
3. This Schedule and Schedules 2 and 3 shall be deemed to be part of, and shall be construed as one with, the Articles.

SCHEDULE 2

1. In this Schedule

"Annual Gain" means the multiple of money expressed as an annual amount and which requires to be multiplied by the number of years corresponding to the year in which the relevant event occurs (and so, by way of example, an Annual Gain of 0.25x in relation to a Conversion Event occurring 54 months after Completion would correspond to a money multiple of 2.25x (ie, 0.25 multiplied by 5 plus the amount invested));

"B Share Representative" means the individual nominated as such by the holders of a majority of the B Ordinary Shares from time to time, failing which, the B Shareholder holding the greatest number of B Ordinary Shares at the relevant time,

"Cash Equivalent" means, in relation to any deferred consideration, the sum agreed between the holders of not less than 50% of the A Ordinary Shares and the B Share Representative (or, failing such agreement, certified by the Valuers) as being in their opinion the current value of the right to receive that consideration and, in relation to any non-cash consideration, the sum agreed between the holders of not less than 50% of the A Ordinary Shares and the B Share Representative (or, failing such agreement, certified by the Valuers) as being in their opinion the current market value of that non-cash consideration;

"Cash Flow" or **"CF"** means

- (a) subscription monies paid by the Institutions in respect of the A Ordinary Shares, the PIK Loan Notes and any subscription monies paid by the Institutions in respect of any Fresh Issue,
- (b) dividends or interest received by the Institutions on the A Ordinary Shares and any Fresh Issue from the date of their issue to and including the Conversion Date,
- (c) interest (including default interest, penalties and other payments) received by the Institutions on any PIK Loan Notes or Fresh Issue;
- (d) redemption moneys received by the Institutions on the redemption or repayment of any PIK Loan Notes and any Fresh Issue redeemed or repaid on or prior to the Conversion Date; and
- (e) monies received by the Institutions on a return of capital in respect of A Ordinary Shares or on any Fresh Issue;

provided that (i) no payment to or by the Institutions shall be counted more than once, (ii) payments to the Institutions will be treated as positive (**"Positive Cash Flow"**) and (iii) payments by the Institutions will be treated as negative (**"Negative Cash Flow"**) For the avoidance of doubt, the value of the A Ordinary Shares at the time of Conversion will not be included within

the meaning of Cash Flow and limb (e) of the definition of Cash Flow shall be interpreted accordingly,

"**Conversion**" means the conversion of B Ordinary Shares in accordance with the provisions of Article 46 and this Schedule 2,

"**Conversion Date**" means the date of the first occurring Conversion Event,

"**Conversion Event**" means a Listing, a Sale or a Liquidation;

"**Deferred Shares**" means the deferred shares of £0.01 each in the capital of the Company having the rights set out in Schedule 3,

"**Fresh Issue**" means any Investment subscribed for by the Institutions subsequent to the Subscription Date and before the Conversion Date,

"**Gain**" means the amount returned in excess of the Total Investment expressed as a multiple of the Total Investment (and so, by way of example, a Gain of 2.5x would correspond to a money multiple of 3.5x (ie. a total return equal to 3.5x the Total Investment));

"**Investment**" means any shares, loan notes, deep discount bonds, loan (but excluding for the avoidance of doubt any mezzanine loan or mezzanine bridge loan) or other securities or investments in any member of the Group from time to time (including, for the avoidance of doubt, the A Ordinary Shares and the PIK Loan Notes),

"**Institutions**" means each of the Institutions set out Schedule 2 of the Shareholders' Agreement together with any holder of shares acquired from such Institutions pursuant to Article 36.1 to 36.8 (inclusive) of these Articles;

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

"**Listing**" means the admission of the Company's equity securities to trading on the London Stock Exchange plc, the Alternative Investment Market or any Recognised Investment Exchange (as such term is defined in Section 285 of the Financial Services and Markets Act 2000) or any investment exchange which meets the criteria specified in Part I or specified in Part II or Part III at Schedule 3 of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2001 becoming effective and "list" and "listed" shall be construed accordingly,

"**the London Stock Exchange**" means the London Stock Exchange PLC;

"**Majority Institutions**" the holders of more than 50% of the A Ordinary Shares;

"**Market Capitalisation**" or "**MC**" means

- (1) in the case of Listing, the market value of the Equity Shares in issue (on the assumption that Conversion has occurred) determined by

reference to the new issue price of any shares to be issued on Listing or, if there is no new issue, the price at which any such Equity Shares are to be placed or offered for sale for the purposes of Listing (where, if the shares to be issued on Listing are not Equity Shares, the Valuers shall be requested to take account of any reorganisation or recapitalisation which occurs on or immediately prior to Listing and to certify what the value of Equity Shares would be in determining Market Capitalisation) less an amount equal to the market value of new shares to be issued on Listing and less the costs of the Listing (if any) borne by the Shareholders (or any of them),

- (ii) in the case of a Sale, the aggregate cash consideration payable by the relevant purchasers for the Equity Shares (on the assumption that the entire issued share capital of the Company is acquired by them pursuant to the Sale) plus, to the extent that consideration shall be so payable otherwise than in cash or shall be so payable on deferred terms, the Cash Equivalent of that consideration less the costs of the Sale (if any) borne by the Shareholders (or any of them); and
- (iii) in the case of a Liquidation the aggregate amount, including the Cash Equivalent of any non-cash consideration, which the holders of Equity Shares will receive on completion of the Liquidation,

"**Money Multiple**" means the multiple which the aggregate of total Positive Cash Flows received by the Institutions plus the amount of proceeds received by the Institutions as calculated pursuant to paragraph 3.2(b) represent of Total Investment,

"**Subscription Date**" means the date of adoption of these Articles,

"**Total Investment**" means the total amount, expressed in sterling, (where amounts invested in currency other than sterling shall be converted at the spot rate on the date of investment) paid by the Institutions to any member of the Group in respect of any Investment, (being the aggregate amount of all Negative Cash Flows); and

"**Valuer**" means an independent firm of chartered accountants nominated by the Company in consultation with the B Share Representative in each case acting as an expert and not as an arbiter

2. Interpretation

- 2.1 References in this Schedule to paragraphs are to paragraphs of this Schedule 2 unless the context otherwise requires.

3. Conversion Calculations

- 3.1. The Directors shall at least 14 days prior to the Conversion Date:
 - (a) estimate the timing of the Conversion Date ("**Anticipated Conversion Date**"),

- (b) procure that the calculations provided for in paragraph 3 2 of this Schedule 2 are made,
 - (c) determine their opinion of the Cash Equivalent (if required) and that the other calculations provided for are made in accordance with this Schedule 2 insofar as necessary to enable the provisions of paragraph 5 of this Schedule 2 to be given effect, and
 - (d) notify the Majority Institutions and the B Share Representative of the results of such calculations. The Majority Institutions and the B Share Representative shall use all reasonable endeavours to reach agreement as to the accuracy of such calculations in such period, to record that agreement in writing signed by or on behalf of the holders of not less than 50% of the A Ordinary Shares and the B Share Representative and, if they fail to do so, to procure the determination thereof by the Valuers who shall issue a certificate accordingly. Any such written agreement and any such certificate shall, in the absence of manifest error, be final and binding on all Shareholders, each of whom shall be sent a copy as soon as practicable following its issue.
- 3 2 For the purposes of determining the number of Deferred Shares arising on Conversion the calculations set out in this paragraph shall be carried out immediately prior to Conversion
- (a) The MC shall be calculated.
 - (b) The amount that would be received on Conversion by the Institutions based on total proceeds of MC shall be calculated and the Gain and Annual Gain that such amounts (when taken together with all previous positive Cash Flows) represent shall be calculated

4. Change in Circumstances

If after any such calculation as referred to in paragraph 3 has been made there shall be any change in the MC the procedures set out in the preceding paragraphs of this Schedule shall be repeated (as often as required) and the calculations recomputed accordingly

5. Conversion of B Ordinary Shares

5.1. On the first occurring Conversion Event:

- (i) the percentage of the total number of B Ordinary Shares set out in the relevant row of the table below according to the Gain and/or Annual Gain calculated pursuant to paragraph 3 2(b) above shall convert into Deferred Shares on a one for one basis;
- (ii) the Deferred Shares so arising under paragraph 5 1(i) above shall be allocated to members pro rata to their holding of B Ordinary Shares immediately prior to Conversion.

Gain/Annual Gain	Percentage of B Ordinary Shares to Convert to Deferred Shares
Gain of less than 1x	75%
Gain of more than 1x but with an Annual Gain of less than 0.25x	75%
Gain of more than 1x but with an Annual Gain of more than 0.25x but less than 0.375x	50%
Gain of more than 1x but with an Annual Gain of more than 0.375x but less than 0.5x	25%
Gain of more than 1x but with an Annual Gain of more than 0.5x	Zero%
Gain of more than 2.5x	Zero%

- 5.2. If Conversion and the allocation of shares referred to above would result in any member holding a fraction of a Deferred Share the number of Deferred Shares held by that member shall be rounded up, in each case to the nearest whole number of shares. The calculations set out in this Schedule must be agreed between each of the Remuneration Committee (on behalf of the Company) the holders of more than 50% of the A Ordinary Shares (on behalf of the A Ordinary Shareholders) and the B Share Representative (on behalf of the B Ordinary Shareholders). In the event of a dispute over the operation of the provisions of paragraph 5.1 and this Schedule 2 the Remuneration Committee shall instruct the Valuer to make the calculations required and the determination of the Valuer shall be final and binding on the Company and the members.
- 5.3 The Company shall inform the holders of A Ordinary Shares and the B Share Representative of the results of the calculations or determinations set out in paragraph 3 forthwith upon their being made available. Forthwith upon receipt of a notice from the Company requiring them so to do, the holders of B Ordinary Shares shall deliver to the Company at the Office the share certificates in respect of the B Ordinary Shares of which they were, prior to Conversion, the holders (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), and the Company shall, on receipt of such certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), deliver to such members new certificates, in respect of the revised number of B Ordinary Shares to which, upon Conversion, they are entitled together with new certificates, in respect of the Deferred Shares arising from Conversion they are entitled.

6. Miscellaneous

- 6.1 Forthwith upon Conversion, the Company shall give written notice to each of the members of the number of B Ordinary Shares and the number of Deferred Shares (if any) of which it is the holder.
- 6.2 Subject to any special rights which may be attached to any other class of shares, any profits which the Company may determine to distribute after Conversion and any capital or assets which may be distributed, on a winding up or otherwise, by way of return of capital after Conversion shall be distributed amongst the holders of B Ordinary Shares pro rata according to the amount paid up or credited as paid up thereon (excluding any premium over their nominal value).

7. Illustrative Example

The Annexure to this Schedule 2 contains a worked example showing the operation of the provisions set out in this Schedule 2. The worked example is illustrative only and, in the event of any ambiguity between the provisions of the Schedule and the worked example the terms of the Schedule shall prevail

SCHEDULE 3

DEFERRED SHARES

The rights and restrictions attaching to the Deferred Shares are as follows

1. Income/Voting/Capital

The holders of Deferred Shares (as holders of Deferred Shares) shall not be entitled to receive any dividend or distribution and shall not be entitled to receive notice of, nor to attend, speak or vote at any General Meeting of the Company. On a return of assets, whether on liquidation or otherwise, the Deferred Shares shall entitle the holder thereof only to the repayment of the amounts paid up on such shares (including any premium) after repayment of the capital paid up on the Equity Shares plus the payment of £5,000,000 on each of the Equity Shares and the holders of the Deferred Shares (as such) shall not be entitled to any further participation in the assets or profits of the Company

2. Purchase

The Special Resolution passed on the date of adoption of these Articles and creating the Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after Completion to appoint any person to execute on behalf of the holders of the Deferred Shares remaining in issue (if any) a transfer thereof and/or an agreement to transfer the same, without making any payment to the holders thereof, to such person as the Company may determine as custodian thereof and to cancel and/or acquire the same (in accordance with the provisions of the 2006 Act) without making any payment to or obtaining the sanction of the holders thereof and pending such transfer and/or the cancellation and/or purchase to retain the certificate (if any) for such shares. The Company may, at its option at any time after Completion, redeem all or any of the Deferred Shares then in issue (if any), at a price not exceeding 1 penny for all the Deferred Shares redeemed, at any time upon giving the registered holder of such share or shares not less than twenty-eight (28) days' previous notice in writing of its intention so to do, fixing a time and place for its redemption.

Assumptions

		Ordinary Shares		Shareholder PIK	Vendor Loan	Mezzanine	Total
		Nr	£	£	Note £	£	£
Investor (As)	75%	752,554	752,554	38,761,329		11,250,000	50,763,883
Vendor (As)	13%	132,669	132,669	6,833,310	15,000,000	11,250,000	33,215,979
Management strip (As)	1%	14,777	14 777	757,917			772,694
Management sweet (Bs) *	10%	100,000	100,000				100 000
		1,000,000	1,000,000	46,352,556	15,000,000	22,500,000	84,852,556

*At subscription there are only 39 500 B shares allocated Assume all issued prior to exit

Instrument terms	
Shareholder PIK Loan	12.0% Assume no cash pay interest or redemption prior to exit
Vendor Loan Note (PIK)	10.0%
Mezzanine	12.5%

Conversion % table	More than	Less than	Conversion %
Gain	-	1 000	75%
Gain	1 000	2 500	test on Annual Gain
Gain	2.500		0%
Annual Gain	-	0 250	75%
Annual Gain	0 250	0 375	50%
Annual Gain	0 375	0 500	25%
Annual Gain	0 500		0%

Assume conversion occurs at end of year 3

	Example 1	Example 2	Example 3	Example 4	Example 5
	£	£	£	£	£
MC	20 000,000	35,000,000	45,000,000	100 000 000	120,000,000

Calculations

		Example 1	Example 2	Example 3	Example 4	Example 5
		£	£	£	£	£
Total Investment		39 513 883	39,513,883	39,513 883	39 513 883	39,513,883
Redemption of Shareholder PIK Loan		54,456,876	54,456,876	54 456,876	54,456,876	54,456,876
Total Positive Cash Flows excluding share of MC		54,456,876	54 456 876	54,456,876	54,456,876	54,456,876
Share of MC		15 051,080	26,339,390	33,864 930	75,255,400	90,306,480
Total Positive Cash Flows plus share of MC		69 507,956	80,796,266	88 321 806	129,712,276	144,763,356
Money Multiple		1 759	2 045	2 235	3 283	3 664
Gain		0 759	1 045	1 235	2.283	2.664
Annual Gain		0 253	0 348	0 412	0 761	0 888
Is Gain less than	1 000	Yes	No	No	No	No
Is Gain more than	2 500	No	No	No	No	Yes
Is Annual Gain less than	0 250	No	No	No	No	No
Is Annual Gain more than	0 500	No	No	No	Yes	Yes
Is Annual Gain between	0 250 0 375	Yes	Yes	No	No	No
Is Annual Gain between	0 375 0 500	No	No	Yes	No	No
Conversion %		75%	50%	25%	0%	0%
Number of B Shares converting to Deferred Shares		75,000	50,000	25,000	-	-

Results

Share numbers						
Investors	A Shares	752,554	752,554	752,554	752,554	752,554
Vendor	A Shares	132,669	132,669	132,669	132,669	132,669
Management	A Shares	14,777	14,777	14,777	14,777	14,777
Management	B Shares	25 000	50,000	75,000	100,000	100,000
		925,000	950 000	975,000	1,000,000	1,000,000
% of Equity						
Investors	A Shares	81.36%	79.22%	77.19%	75.26%	75.26%
Vendor	A Shares	14.34%	13.97%	13.61%	13.27%	13.27%
Management	A Shares	1.60%	1.56%	1.52%	1.48%	1.48%
Management	B Shares	2.70%	5.26%	7.69%	10.00%	10.00%
		100.00%	100.00%	100.00%	100.00%	100.00%