

OS CC01

Return by an overseas company of an alteration to constitutional documents



Companies House

☒ **What this form is for**
You may use this form to show an
alteration to constitutional
documents of an overseas company.

☒ **What this form is NOT for**
You cannot use this form to make
any other changes to an overseas
company.

FRIDAY



A04 *A8XCON03*

24/01/2020

#67

COMPANIES HOUSE

1 Overseas company details

Company number FC036307

Company name in full
or alternative name as
registered in the UK LEO HOLDINGS LIMITED

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Alteration of the constitutional document(s)

Details of change CHANGES TO THE ARTICLES

3 Date of alteration to the constitutional document(s)

The company gives notice¹ that the constitutional document(s) for this
company were altered on the date below.

Date of alteration 02 04 2011

Copies of the following documents have been attached.

- A new certified copy of the constitution of the company, as altered.
- A certified translation, if applicable.

¹ This notice must be delivered to
the Registrar within 21 days of the
notice of alteration being received
in the UK in due course of post (if
dispatched with due diligence).

4 UK establishments

A return must be delivered in respect of any alteration to the company
particulars by each UK establishment. If, however, a company has more than one
UK establishment, it may deliver only one form in respect of all those
UK establishments, provided it completes the table below.

UK establishment name

Registration number

<u>LEO HOLDINGS LIMITED</u>	<u>B</u>	<u>R</u>	<u>C</u>	<u>2</u>	<u>1</u>	<u>3</u>	<u>4</u>	<u>5</u>

5 Signature

I am signing this form on behalf of the overseas company.²

Signature

Signature

X

X

² This form may be signed by:
Director, Secretary,
Permanent representative.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone



Checklist

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number as registered in the UK match the information held on the public Register.
- ☐ You have entered details of the alteration to the constitutional documents in Section 2.
- ☐ You have entered the date of alteration to the constitutional document(s) in Section 3.
- ☐ You have completed Section 4, if applicable.
- ☐ You have submitted the new constitutional documents of the company (with a certified translation, if appropriate) with this form.
- ☐ You have signed the form.



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address:

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

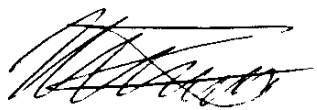
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

THE COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED)
NON-CELLULAR COMPANY LIMITED BY SHARES
ARTICLES OF INCORPORATION
of
LEO HOLDINGS LIMITED
(the Company)

Adopted by way of special resolution on 2 April 2019

I, Kevin Hastings, in my capacity as a
Director of LEO Holdings Limited, hereby
certify this to be a true copy of the
original documents which I have seen
signed



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No: 64185

THE COMPANIES (GUERNSEY) LAW, 2008 (AS AMENDED)

NON-CELLULAR COMPANY LIMITED BY SHARES

ARTICLES OF INCORPORATION

OF

LEO HOLDINGS LIMITED

(the Company)

Adopted by way of special resolution on 2 April 2019

1 Definitions

In these Articles, if not inconsistent with the subject or context, the following words have the following meaning:

A Ordinary Shares means the A ordinary shares of £0.01 each in the capital of the Company, having the rights as set out in these Articles (and any reference to A Ordinary Shares in issue from time to time (whether expressly stated or as the context requires) shall be deemed to include the Deemed A Ordinary Shares which are theoretically held by the Lead Investor but without double counting of any nature)

A Liquidation Preference Amount means an amount equal to the aggregate of from time to time.

(a) *all amounts invested in the Group (whether by way of equity (nominal and premium amounts) and/or debt, including by way of subscription for the A Ordinary Shares and the Series A Loan Notes by the Investors (including for the Deemed A Ordinary Shares and the Deemed Series A Loan Notes respectively but without double counting of any nature);*
less

(b) an amount equal to the gross amount of all investment returns (including, without limitation all interest, principal, dividends and distributions) actually received by the Investors from its holding of equity and/or debt instruments in the Group (including the Monitoring Fee and any other monitoring or director fee received by or on behalf of any Investor (including its general partner) from any Group Company (but excluding, for the avoidance of doubt, the fee payable pursuant to clause 18.2 of the Shareholders'

Agreement) in the period commencing on 24 January 2018 and ending at the moment immediately prior to when the A Liquidation Preference Amount is calculated to

Accepting Shareholders shall have the meaning given to it in Article 13.6

Additional Offerees shall have the meaning given to it in Article 5.2

Adoption Date means the date that these Articles are adopted

Adjusted Value of the C Ordinary Shares shall have the meaning given to it and be as determined in accordance with Article 4.7

Advisor shall have the meaning given to it in Article 11.8(a)(iii)

these Articles means the articles of incorporation of the Company in their present form or as from time to time amended

Associate shall have the meaning given to it in Article 13.1(c)

B1 Founders means David Umbers and Gareth Tungatt and **B1 Founder** shall be a reference to either of them

B2 Founders means Kevin Hastings and Paul Jansen and **B2 Founder** shall be a reference to either of them

B1 Founder Director shall have the meaning given to it in Article 4.5(h) and **B1 Founder Directors** shall be construed accordingly

B2 Founder Director shall have the meaning given to it in Article 4.5(k) and **B2 Founder Directors** shall be construed accordingly

B Ordinary Shares means together the B1 Ordinary Shares and the B2 Ordinary Shares

B1 Ordinary Shares means the B1 ordinary shares of £0.01 each in the capital of the Company, having the rights as set out in these Articles

B2 Ordinary Shares means the B2 ordinary shares of £0.01 each in the capital of the Company, having the rights as set out in these Articles

Bad Leaver means a Leaver who is not a Good Leaver

Bad Leaver Price means the price per C Ordinary Share which is equal to the Issue Price

Bankruptcy means individual insolvency proceedings including individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy in England and Wales or Northern Ireland

B Liquidation Preference Amount means an amount equal to the aggregate of from time to time:

- (a) all amounts invested in the Group (whether by way of equity (nominal and premium amounts) and/or debt, including by way of subscription for the B Ordinary Shares and the Series B Loan Notes by the holders of the B Ordinary Shares and/or the Series B Loan Notes; less
- (b) an amount equal to the gross amount of all investment returns (including, without limitation all interest, principal, dividends and distributions) actually received by the holders of the B Ordinary Shares and/or the Series B Loan Notes from its holding of equity and/or debt instruments in the Group in the period beginning on the 24 January 2018 and ending at the moment immediately prior to when the B Liquidation Preference Amount is calculated to

Board means the board of directors comprised of the Directors

B Shareholder Approval means the prior written consent or approval of Shareholders who hold not less than 50 per cent of the total number of B Ordinary Shares then in issue

Business Day means a day which is not a Saturday, Sunday or public holiday in Guernsey or London

Buyer shall have the meaning given to it in Article 13.1(a)

C Ordinary Shares means the C ordinary shares of £0.01 each in the capital of the Company, having the rights as set out in these Articles

capital reserve shall have the meaning given to it in Article 47.3

Chairman shall have the meaning given to it in Article 4.5(g)

Clear Days means in relation to a period of notice, shall mean that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect

Committee shall have the meaning given to it in Article 3

Controlling Interest shall have the meaning given to it in Article 13.1(d)

the Court means the Royal Court of Guernsey sitting as an Ordinary Court

Co-sale Offer shall have the meaning given to in Article 14.2

Co-sale Share shall have the meaning given to in Article 14.1

Co-sale Shareholder shall have the meaning given to in Article 14.1

Deemed A Ordinary Shares means the number of A Ordinary Shares deemed to have been theoretically allotted and issued to the Lead Investor at a subscription price of £1.00 per A Ordinary Share for the aggregate subscription amount of £257,704

Deemed Series A Loan Notes means the Series A Loan Notes of principal amount deemed to have been theoretically issued to the Lead Investor for the aggregate amount of £742,296 at par

Deferred Shares means the deferred shares of £0.01 each in the capital of the Company, having the rights as set out in these Articles

Distribution shall have the meaning ascribed to it by Section 301 of the Law

Dividend shall be all dividends (as that term means within Section 302 of the Law)

the Directors means the Directors for the time being of the Company as a body or a quorum of the Directors present at a meeting of the Directors (and **Director** shall mean any one of such persons)

Disposal means the sale by the Company or any other member of the Group of all or substantially all of the Group's business, assets and undertakings to a single bona fide third party buyer or to one or more bona fide third party buyers as part of a single transaction or series of connected transactions

Electronic Means shall have the meaning ascribed to it by the Law

Eligible Members means the Members entitled to vote on the circulation date of a Written Resolution

Emergency Issue means any issue of A Ordinary Shares and Series A Loan Notes in the proportions referred to in Article 5.4 the sole purpose of which is and then only to the extent required to remedy an Emergency Situation

Emergency Situation means:

- (a) there has occurred and is continuing an event of default under any financing arrangements, agreements or letters of credit to which a Group Company is a party where such event of default has not been waived by the relevant providers of finance; or
- (b) there has occurred and is continuing a breach of any regulatory capital requirement in respect of any Group Company; or
- (c) in the reasonable opinion of the Investor Majority (acting in good faith) it is almost certain that either or both of (a) and (b) above will occur and the issue of securities is, in the reasonable opinion of the Lead Investor (acting in good faith), necessary to avoid the events in (a) and (b) above occurring

Encumbrance means any interest or equity of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement whatsoever, or any agreement to create any of the above

Equalisation Amount means the amount of any Monitoring Fee multiplied by the percentage which the B Ordinary Shares represented as a proportion of the aggregate amount of Shares (excluding any C Ordinary Shares or Deferred Shares) at: (i) the start of the financial year in respect of which such Monitoring Fee was paid; or (ii) in respect of the financial year in which an Exit occurs, the date immediately prior to the date of the Exit

Equalisation Outstanding Amount means the aggregate of all Equalisation Amounts (without double counting) less any Equalisation Amount already paid to the holders of B Ordinary Shares from time to time pursuant to Article 4.1 or Article 4.2

Exit means the occurrence of a Sale, Listing or Disposal or, where the context so requires, the date of such occurrence

Exit Proceeds means the amount:

- (a) (in relation to a Listing) which is equal to the price per share at which Shares in the Company (or shares in its holding company) are proposed to be sold in connection with the Listing (in the case of an offer for sale, being the underwritten price or if applicable the minimum tender price, and in the case of a placing being the placing price) in each case multiplied by the number of shares as will be in issue immediately following a Listing but *excluding from such calculation any shares issued on the Listing in order to raise new money for the Group for any purpose, less an aggregate amount equal to all third party costs and expenses properly incurred by the Group (or all of the holders of the Shares) in connection with the Listing (including legal fees, commissions and transfer costs payable by any Group Company or the holders of Shares);*

- (b) (in relation to a Sale) the aggregate consideration expressed as a cash amount (whether that consideration is to be satisfied in cash, shares, loan stock or a combination thereof or otherwise) to be paid for the Shares on or following completion of an agreement or offer to acquire the whole of the issued ordinary share capital of the Company, less an aggregate amount equal to all third party costs and expenses properly incurred in connection with the Sale and borne by the Group (or all of the holders of the Shares) (including legal fees, commissions and transfer costs payable by any Group Company or the holders of Shares); or
- (c) (in the case of a Disposal) an amount equal to the total amount available for payment or distribution to holders of Shares as a result of the Disposal by way of dividend, dividend on liquidation or the consideration payable in respect of Shares purchased by the Company, less an aggregate amount equal to all third party costs and expenses properly incurred by the Group (or all of the holders of the Shares) in connection with the Disposal and subsequent distribution (including legal fees, commissions, transfer costs and tax payable by any Group Company)

Family Trusts means as regards any particular individual Member or deceased or former individual Member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than the Member and/or Privileged Relations of such Member; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons

Founder Directors means the B1 Founder Directors and the B2 Founder Directors and **Founder Director** shall mean any one of them

Good Leaver means a Leaver:

- (a) who ceases to be employed by a Group Company as a result of death;
- (b) who, by virtue of mental or physical ill health, is determined by at least two medical reports from independent medical specialists to be unable to perform all or substantially all of his duties as an employee of a Group Company for a period of at least 12 months and ceases to be an employee of a Group Company as a result thereof;

- (c) whose dismissal (including constructive dismissal) by a Group Company is not "fair" as determined in accordance with section 98(1) and Section 98(2) of the Employment Rights Act 1996 and, for these purposes, whether or not the dismissal is, or is not, fair on procedural grounds pursuant to section 98(4) of the Employment Rights Act 1996 or otherwise, shall be ignored,
- (d) who ceases to be employed by a Group Company as a result of redundancy (as that term is defined in section 139 of the Employment Rights Act 1996);
- (e) who ceases to be employed by a Group Company due to his employer (or substantially all the undertaking and/or assets of his employer) being sold;
- (f) who is a No Fault Leaver; or
- (g) who is determined by an Investor Director (in its absolute discretion) to be a Good Leaver,

and, for the purpose of this definition only, the continuous service of each Founder shall be deemed to be 2 years as at the Adoption Date

Good Leaver Price means the price per C Ordinary Share which is the fair value, as agreed or determined pursuant to Articles 12.2 or 12.3

Group Company means the Company and any other company which is for the time being a subsidiary undertaking of the Company, including Ascent Underwriting LLP and Cove Program Managers Limited (and **Group** shall be construed accordingly)

Independent Accountant shall have the meaning given to it in Article 12.2(b)

Investors means those Members that hold A Ordinary Shares and who have been designated as an Investor and **Investor** shall be construed accordingly

Investor Approval means the prior consent or approval in writing of an Investor Majority

Investor Director means a person appointed as a Director of the Company pursuant to Article 4.5(a)

Investor Director Approval means the prior consent or approval in writing of an Investor Director

Investor Majority means the holders of not less than 50 per cent of the total number of A Ordinary Shares for the relevant time being in issue

Issue Price means in respect of each C Ordinary Share or Deferred Shares, the price per C Ordinary Share at which the C Ordinary Shares (or in the case of Deferred Shares, £0.01 per Deferred Share) are issued (being the aggregate of the amount paid up or credited as paid up in respect of the nominal value thereof and any share premium thereon) or acquired by any Leaver or any Associate of any Leaver and, in the event that any Leaver or any Associate of any Leaver acquires C Ordinary Shares at different Issue Prices, the Issue Price in relation to each C Ordinary Share shall be the average of the different Issue Prices (calculated by reference to the number of C Ordinary Shares acquired at the relevant Issue Price)

Law means The Companies (Guernsey) Law, 2008 (as amended)

Lead Investor means Preservation Capital I LLP, a limited liability partnership formed in Guernsey with registered number 76 whose registered office is at Hadsley House, Lefebvre Street, St Peter Port, Guernsey GY1 23P

Leaver shall have the meaning given to it in Article 12.1

Leaver Consideration shall have the meaning given to it in Article 12.5

Leaver Shares shall have the meaning given to it in Article 12.1

Leaver Shares Transferee shall have the meaning given to it in Article 12.1(b)

Leaving Date shall have the meaning given to it in Article 12.1(a)

Listing means the admission of all or any of the ordinary share capital of the Company (or any holding company of the Company) to the Official List of the UK Listing Authority or the admission of the same to trading on the AIM Market of the London Stock Exchange plc or the admission of the same to, or the grant of permission by any like authority for the same to be traded on, any other equivalent or similar share market (including, without limitation, The International Stock Exchange)

Loan Note Instrument means the loan note instrument entered into by MidCo on or around the Adoption Date £40,000,000 8 per cent. Series A unsecured loan notes 2027 and £40,000,000 Series B unsecured loan notes

Loan Notes means together the Series A Loan Notes and the Series B Loan Notes

Market Value means the price per Offer Share as determined by the Board (with Investor Approval and B Shareholder Approval) or, if the Board (with Investor Approval and B Shareholder Approval) cannot agree such price, pursuant to any Shareholders' Agreement

Member means, in relation to Shares, the person whose name is entered in the Register as the holder of the Shares

Memorandum means the memorandum of incorporation of the Company for the time being current

MidCo means Leo Midco Limited, a private limited company registered in England and Wales under registered number 11032228

Monitoring Fee means the annual monitoring fee paid (if any) by the Group in respect of a financial year (pursuant to any Shareholders' Agreement)

month means a calendar month

No Fault Leaver means a Leaver whose employment has been terminated by the employing Group Company through exercising its right to terminate such employment by giving the full contractual notice required under that Leaver's employment agreement other than in circumstances where the Board has resolved by a majority decision (including at least one Investor Director, one Founder Director, and one non-executive Director) that such termination is justified on Performance Grounds;

Non-executive Director has the meaning given to it in Article 4.5(e)

Newco shall have the meaning given to it in Article 13.9

Observer shall have the meaning given to it in Article 4.5(n)

Offer shall have the meaning given to it in Article 13.3

Offer Notice shall have the meaning given to it in Article 5.2

Offer Share shall have the meaning given to it in Article 5.1

Office means the registered office for the time being of the Company

Ordinary Resolution means a resolution of the Company passed as an ordinary resolution in accordance with the Law by a simple majority of the votes of the Members entitled to vote and voting in person or by attorney or by proxy at a meeting or by a simple majority of the total voting rights of Eligible Members by Written Resolution

Other Shareholders shall have the meaning given to it in Article 13.6

Performance Grounds means by reference to an individual who becomes a Leaver, material and continued underperformance that is significantly below a reasonable standard for an

employee of the skillset and experience of the employee in question and which is not otherwise the result of a general deterioration in the insurance market in which the Group conducts its business

Permitted Transfer means a transfer of Shares pursuant to Article 11.8 or Article 11.10

Permitted Transferee means a transferee of Shares pursuant to Article 11.8 who continues to hold such Shares

present or **present in person** means in relation to general meetings of the Company and to meetings of the holders of any class of Shares, includes present by attorney or by proxy or, in the case of a corporate Member, by representative

Privileged Relation means in relation to an individual Member, the spouse or civil partner or the widower or widow or surviving civil partner or the child or one or more of the children of such Member

Prohibited Resolution means a resolution in the context of a Requisition Request which would, if passed, be ineffective (whether by reason of inconsistency with any enactment or the Memorandum or these Articles or otherwise), be defamatory of any person, or be frivolous or vexatious

Proposed Sale Shares shall have the meaning given to it in Article 14.1

Proposed Seller shall have the meaning given to it in Article 14.1

Proposed Subscribers shall have the meaning given to it in Article 5.1

Proposed Structure shall have the meaning given to it in Article 5.4

Purchase Agreements means (i) the agreement dated 2 November 2017 between (1) Bidco and (2) the Sellers (as defined therein) pursuant to which Bidco is to purchase all membership interests in the Ascent Underwriting LLP, and (ii) the agreement dated on or about the date of this Agreement between (1) Bidco and (2) the Sellers (as defined therein) pursuant to which Bidco is to purchase the entire issued share capital of Cove Program Managers Limited

Register means the register of Members to be kept pursuant to the Law

Registrar shall mean the Registrar of Companies

relevant period shall have the meaning given to it in Article 13.3

Requisition Request means a request for the holding of a general meeting of the Company stating the general nature of the business to be dealt with at the meeting which may include the

text of a resolution intended to be moved at that general meeting, provided it is not a Prohibited Resolution

Resident Agent means the resident agent of the Company as defined by, and as appointed in accordance with, the Statutes

Sale means the acquisition by a Buyer of a Controlling Interest by way of one or a series of transactions

Sale Price means as referred to in Article 12.1 and Article 12.2

Seal shall have the meaning given to it in Article 37.1

Secretary means any person appointed to perform any of the duties of secretary of the Company (including an assistant or deputy secretary) and in the event of two or more persons being appointed as joint secretaries any one or more of the persons so appointed

Series A Loan Notes means the Series A unsecured fixed rate loan notes 2027 of MidCo constituted by the Loan Note Instrument (and any reference to Series A Loan Notes in issue from time to time (whether expressly stated or as the context requires) shall be deemed to include the Deemed Series A Loan Notes which are theoretically held by the Lead Investor but without double counting of any nature)

Series B Loan Notes means the Series B unsecured fixed rate loan notes 2027 of MidCo constituted by the Loan Note Instrument

Shareholder means collectively all (or, where the context requires, some) of the holders of Shares from time to time

Shareholders' Agreement any shareholders' agreement which may be entered into by some or all of the Members (including the holders of the A Ordinary Shares and holders of the B Ordinary Shares (being an agreement additional to these Articles))

Share Offer shall have the meaning given to it in Article 5.1

Shares means (unless the context does not so admit) shares in the capital of the Company, of whatever class, and **Share** shall be construed accordingly

Special Resolution means a resolution of the Members passed as a special resolution in accordance with the Law by a majority of not less than 75 per cent of the votes of the Members entitled to vote and voting in person or by attorney or by proxy at a meeting or by 75 per cent of the total voting rights of Eligible Members by Written Resolution

the Statutes means the Law and every statute (including any orders, ordinances, regulations or other subordinate legislation made under it) from time to time in force concerning companies in so far as it applies to the Company, and shall be deemed to include any statutory modification or re-enactment of such law

Subscription Price shall mean £1.71 per A Ordinary Share or per B Ordinary Share (as the case may be)

Surplus Assets shall have the meaning given to in in Article 4.2

Transfer Notice shall have the meaning given to it in Article 12 1(b)

Transferee Company shall have the meaning given to it in Article 43.4

Trustees means in relation to an individual Member the trustee or the trustees of a Family Trust

UK Listing Authority means the Financial Conduct Authority acting in its capacity as the competent authority for the purposes of Part VI of the UK Financial Services and Markets Act 2000 (as amended)

Unanimous Resolution means a resolution of the Members passed as a unanimous resolution in accordance with the Law

Very Bad Leaver means a Founder who becomes a Leaver as result of:

- (a) his voluntary resignation other than (i) as arises from his death, mental or physical illness or disability (provided that, in each case, such mental or physical illness or disability has been certified by an independent doctor appointed by the Lead Investor (acting reasonably and in good faith) as rendering the Leaver unfit to perform his/her employment duties for a period of at least 12 months) or (ii) in circumstances where he was constructively dismissed;
- (b) his employment being terminated (otherwise than in breach of his service agreement) without notice or pay in lieu of notice as a consequence of him having committed a repudiatory breach of his terms and conditions of his employment or gross misconduct, provided that to determine whether a repudiatory breach of his terms and conditions of employment or gross misconduct has occurred for the purpose of this definition only the provisions of the sub-paragraph entitled "Instant Dismissal" under the heading "Termination" in his service contract shall be disregarded,

and for this purpose he shall be deemed a Very Bad Leaver with effect from, in the case of (a), the date on which he gives notice of his resignation; or in the case of (b) the date on which his employment is so terminated

Waiver Resolution means a resolution of the Members passed as a waiver resolution in accordance with the Law by a majority of not less than 90 per cent of the votes of the Members entitled to vote and voting in person or by attorney or by proxy at a meeting or by not less than 90 per cent of the total voting rights of Eligible Members by Written Resolution

Written Resolution means a resolution of the Members in writing passed as a written resolution in accordance with the Law.

2 Interpretation

- 2.1 **in writing** and **written** includes the reproduction of words and figures in any visible form including in electronic form.
- 2.2 Words importing the singular number only shall include the plural number and vice versa.
- 2.3 Words importing a particular gender only shall include any other gender.
- 2.4 Words importing persons shall include associations and bodies of persons, whether corporate or unincorporated.
- 2.5 Subject to the preceding paragraphs of this Article and Article 1, any words defined in the Statutes shall, if not inconsistent with the subject or context, bear the same meaning in these Articles.
- 2.6 The headings are inserted for convenience only and shall not affect the interpretation of these Articles.
- 2.7 Reference in these Articles to any statute or statutory provision includes a reference to that statute or provision as amended, extended, re-enacted, consolidated or replaced from time to time and includes any order, regulation, instrument or other subordinate legislation made under the relevant statute or statutory provision.
- 2.8 The terms **subsidiary** and **holding company** shall have the meanings given to such terms in the Law, save that such terms shall include overseas companies (as such term is defined in the Law).

3 Standard Articles not to apply

The standard articles of incorporation prescribed by the Committee for Economic Development (the **Committee**) pursuant to section 16(2) of the Law do not apply to the Company.

4 Share rights

Each of the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* other than as set out in this Article 4 and the rights attaching to the respective classes of Shares shall be as follows.

4.1 As regards Dividends, subject to the provisions of any Shareholders' Agreement:

No Dividends (which for this Article 4.1 shall be deemed to include any payments made in respect of any Loan Notes (including, without limitation, interest or principal)) shall be declared or paid in respect of any financial year unless and until such Dividend is approved by the Board (with Investor Director Approval). Other than a Distribution following an Exit (where the provisions of Article 4.2 below shall apply), any Dividends that the Board (with Investor Director Approval) may determine to distribute in respect of any financial year shall be applied as follows:

- (a) first, an amount of the Dividend equal to the Equalisation Outstanding Amount at the date the Dividend is paid shall be allocated and paid to the holders of B Ordinary Shares (*pari passu*); and
- (b) second, amongst the holders of the A Ordinary Shares and the B Ordinary Shares (*pari passu*)

Other than in the case of a Distribution on an Exit (as set out in and subject to the provisions of Article 4.2), the C Ordinary Shares shall not be entitled to participate in, or receive, Dividends.

4.2 As regards allocation of Exit Proceeds and Distributions, subject to the provisions of any Shareholders' Agreement:

On: (i) the allocation of Exit Proceeds following an Exit; or (ii) a Distribution following an Exit, the Exit Proceeds; or (iii) any other Distribution of assets (including for the purposes of the winding-up of the Company or for the purposes of an administration order), the surplus assets of the Company remaining after payment of its third party liabilities (but not for the avoidance of doubt, any liability attaching to any Loan Notes) (**Surplus Assets**), shall be, in each case, allocated, applied and paid strictly in accordance with the following order of priority (until all Exit Proceeds or Surplus Assets (as applicable) have been allocated and paid)

- (a) firstly, an amount of the Exit Proceeds or Surplus Assets (as applicable) equal to the Equalisation Outstanding Amount shall be allocated and paid to the holders of B Ordinary Shares (*pari passu*);

- (b) secondly, an amount of the Exit Proceeds or Surplus Assets (as applicable) equal to the A Liquidation Preference Amount shall be allocated and paid to:
 - (i) the holders of the Series A Loan Notes (*pari passu*) up to the aggregate principal amount (excluding all payment in kind notes and interest) of each Series A Loan Note then outstanding; and
 - (ii) the balance to the holders of A Ordinary Shares (*pari passu*);
- (c) thirdly, an amount of the Exit Proceeds or Surplus Assets (as applicable) equal to the B Liquidation Preference Amount shall be allocated and paid to:
 - (i) the holders of the Series B Loan Notes (*pari passu*) up to the aggregate principal amount (excluding all payment in kind notes and interest) of each Series B Loan Note then outstanding; and
 - (ii) the balance to the holders of B Ordinary Shares (*pari passu*);
- (d) fourthly, an amount of the Exit Proceeds or Surplus Assets (as applicable) equal to the Adjusted Value of the C Ordinary Shares shall be allocated and paid to the holders of C Ordinary Shares (*pari passu*);
- (e) fifthly, in paying the holders of Deferred Shares (*pari passu*) an amount equal to the Issue Price for such Shares;
- (f) sixthly, an amount of the Exit Proceeds or Surplus Assets (as applicable) equal to the payment in kind notes and interest on the Loan Notes shall be allocated and paid to the holders of the Loan Notes (in each case *pari passu* as if the Series A Loan Notes and the Series B Loan Notes constituted one series of loan notes); and
- (g) finally, any excess of the Exit Proceeds or Surplus Assets (as applicable) shall be allocated and paid to the holders of A Ordinary Shares and B Ordinary Shares (*pari passu* as if they constituted one class of Shares).

4.3 As regards voting, subject to the provisions of any Shareholders' Agreement:

- (a) Subject to the terms of Article 4.4, the A Ordinary Shares and the B Ordinary Shares shall respectively confer on each holder thereof (in that capacity only) the right to receive notice of and to attend, speak, vote at all general meetings of the Company and to vote on Written Resolutions. On a poll or Written Resolution the holders of such Shares shall be entitled to exercise one vote per Share.

- (b) The C Ordinary Shares and the Deferred Shares shall not confer on any holders thereof (in that capacity only) any right to receive notice of and to attend, speak and vote at any general meetings of the Company nor any right to vote on resolutions, whether by hand, on a poll or by Written Resolution.

4.4 For as long as the A Ordinary Shares represent 45% or more by number of the A Ordinary Shares and B Ordinary Shares in issue, the A Ordinary Shares shall confer on the Investor(s) the right to exercise no less than 50.1% of the total voting rights conferred by all the Shares at all general meetings of the Company and in respect of any Written Resolutions.

4.5 As regards the appointment of Directors, subject to the satisfaction of (i) all requirements under the Law and/or (ii) any regulatory approvals in relation to the appointment of Directors and/or (iii) all provisions of any Shareholders' Agreement:

Investor Directors

- (a) the Investor shall be entitled from time to time to appoint any number of directors of the Company as it sees fit (each (to the extent designated as such by the Investor) an **Investor Director**) and to remove from office any person so appointed and to appoint another person in his place;
- (b) any such appointment or removal as is referred to in Article 4.5(a) above shall be made by notice in writing to the Company signed by or on behalf of an Investor Majority upon the Company at its registered office, notwithstanding any provision of these Articles to the contrary (save that any Directors to be appointed must satisfy the requirements of section 137 of the Law),
- (c) notwithstanding any provision of these Articles to the contrary, any person appointed as a Director pursuant to Article 4.5(a) above may appoint such person as he thinks fit to be his alternate Director (save that any Directors to be appointed must satisfy the requirements of section 137 of the Law);
- (d) no Investor Director shall be entitled to any remuneration or salary, save that the Company (and/or other Group Company, if relevant) shall reimburse each such Investor Director for all out of pocket expenses properly and reasonably incurred by him in connection with the performance of his duties as a director;

Independent Non-executive Directors

- (e) the Investor shall be entitled from time to time to appoint two independent directors of the Company (each a **Non-executive Director**), in each case after consultation with the Board, and be solely entitled to remove from office any person so appointed and to

appoint another person in his place (after consultation with the Board in accordance with this Article 4.5(e)) (save that any Directors to be appointed must satisfy the requirements of section 137 of the Law),

- (f) any such appointment or removal as is referred to in Article 4.5(e) shall be made by notice in writing to the Company signed by or on behalf of an Investor Director and the Founder Directors upon the Company at its registered office, notwithstanding any provision of these Articles to the contrary;

Chairman

- (g) the Investor shall also have the right from time to time to appoint a Non-executive Director to be chairman of the Company (the **Chairman**) and to remove from office any person so appointed and to appoint another Non-executive Director in his place;

B1 Founder Directors

- (h) each of the B1 Founders (for so long as he is the holder of not less than five per cent of the aggregate of the A Ordinary Shares and B Ordinary Shares in issue from time to time and/or is not a Very Bad Leaver) shall be entitled from time to time to appoint himself as a director of the Company (each a **B1 Founder Director**) (save that any Directors to be appointed must satisfy the requirements of section 137 of the Law); and
- (i) any such appointment or removal as is referred to in Article 4.5(h) shall be made by notice in writing to the Company signed by or on behalf of the relevant Founder upon the Company at its registered office, notwithstanding any provision of these Articles to the contrary, save where a B1 Founder is a Very Bad Leaver, in which event his removal shall be automatic;
- (j) no B1 Founder Director shall be entitled to any remuneration or salary in his capacity as a Director, save that (i) the Company (and/or other Group Company, if relevant) shall reimburse each such director for all out of pocket expenses properly and reasonably incurred by him in connection with the performance of his duties as a director; and (ii) he shall be entitled to remuneration in his capacity as an employee of the Group;

B2 Founder Directors

- (k) each of the B2 Founders (for so long as he is the holder of not less than five per cent of the aggregate of the A Ordinary Shares and B Ordinary Shares in issue from time to time and/or is not a Very Bad Leaver) shall be entitled from time to time to appoint himself a director of the Company (each a **B2 Founder Director**) (save that any Directors to be appointed must satisfy the requirements of section 137 of the Law); and

- (l) any such appointment or removal as is referred to in Article 4.5(k) shall be made by notice in writing to the Company signed by or on behalf of the relevant B2 Founder upon the Company at its registered office, notwithstanding any provision of these Articles to the contrary, save where a B2 Founder is a Very Bad Leaver, in which event his removal shall be automatic,
- (m) no B2 Founder Director shall be entitled to any remuneration or salary in his capacity as a Director, save that (i) the Company (and/or other Group Company, if relevant) shall reimburse each such director for all out of pocket expenses properly and reasonably incurred by him in connection with the performance of his duties as a director; and (ii) he shall be entitled to remuneration in his capacity as an employee of the Group;

Observer

- (n) the Investor shall be entitled from time to time to appoint any person to be an observer of the Company and one person with effect from completion of any further investment into the Company by a new (and not existing) Investor (provided that such investment is of at least £1,000,000) (each an **Observer**);
- (o) any such appointment or removal as is referred to in Article 4.5(n) above shall be made by notice in writing to the Company signed by or on behalf of an Investor Majority upon the Company at its registered office, notwithstanding any provision of these Articles to the contrary;
- (p) an Observer shall have the right to attend and be present at all Board meetings (either in person, or by telephone conference or by such other means as the Directors shall be entitled to participate at such meetings) and to speak at such meetings but not vote nor have any right to table formal Board resolutions or matters for discussion at any meeting; and
- (q) no Observer shall be entitled to any remuneration or salary, save that the Company (and/or other Group Company, if relevant) shall reimburse each such Observer for all out of pocket expenses properly and reasonably incurred by him in his capacity as an Observer

4.6 As regards quorums, subject to the provisions of any Shareholders' Agreement:

- (a) no meeting of the Members (excluding class meetings) shall be quorate unless those Members present include (whether in person or by a duly authorised representative or a proxy) the holders of not less than 50 per cent of the A Ordinary Shares for the time being in issue;

- (b) no meeting of the Directors shall be quorate unless at least two Directors are present which shall include:
 - (i) if a Founder Director holds office, at least one Founder Director; and
 - (ii) if an Investor Director holds office, at least one Investor Director;
 - (c) if, in the case of a meeting of the Directors, a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place (or otherwise as the Directors present shall determine (with Investor Approval)). If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then those directors present shall constitute a quorum;
 - (d) each Director and each Member shall use its respective reasonable endeavours to procure that each meeting of Members and each meeting of Directors is quorate.
- 4.7 As regards the value of the C Ordinary Shares, subject to the provisions of any Shareholders' Agreement:
- (a) For the purposes of this Article 4.7:
 - (i) **Equity Value** means the Exit Proceeds or the Surplus Assets, in each case less the amount of any third party debt or other finance (excluding for these purposes any payment of any kind (including, without limitation, interest or principal) on Loan Notes) that is required to be paid on the relevant Exit or Distribution (as applicable) and will be satisfied from the Exit Proceeds or the Surplus Assets (as applicable),
 - (ii) **Hurdle Equity Value** means the aggregate amount of the A Liquidation Preference Amount and the B Liquidation Preference Amount;
 - (iii) **A** means the total number of C Ordinary Shares in issue; and
 - (iv) **B** means 1,200.
 - (b) If: (i) the Equity Value upon an Exit is less than or equal to the Hurdle Equity Value; or (ii) the Surplus Assets upon any other Distribution are less than or equal to the Hurdle Equity Value, the value attributed to the C Ordinary Shares shall be zero and, immediately prior to the Exit or Distribution (as applicable), each C Ordinary Share shall automatically convert into a Deferred Share and (i) such conversion shall not require the consent of the holders of the C Ordinary Shares (ii) nor shall it constitute a variation of the rights of the holders of the C Ordinary Shares. If: (i) the Equity Value upon an Exit exceeds the Hurdle Equity Value; or (ii) the Surplus Assets on a Distribution exceed the Hurdle Equity

Value, and subject always to Article 4.2, the aggregate value attributable to the C Ordinary Shares upon the occurrence of an Exit or Distribution (as applicable) shall be calculated in accordance with the following:

Value of the C Ordinary Shares = ((([Exit Proceeds OR Surplus Assets] – Hurdle Equity Value) x 0.[12]) x (A/B))

and adjusted by Article 4 7(c) and paid in accordance with Article 4.2.

(c) The Value of the C Ordinary Shares shall be adjusted as follows (if applicable):

(i) ((Value of the C Ordinary Shares x 0.50) x X)

where **X** means:

- (A) if an Exit or Distribution (as applicable) occurs on or before 1 February 2019, 0.25;
- (B) if an Exit or Distribution (as applicable) occurs after 1 February 2019 and on or before 1 February 2020, a sliding scale between 0.25 and 0.50 based on quarterly vesting in arrears;
- (C) if an Exit or Distribution (as applicable) occurs after 1 February 2020 and on or before 1 February 2021, a sliding scale between 0.50 and 0.75 based on quarterly vesting in arrears;
- (D) if an Exit or Distribution (as applicable) occurs after 1 February 2021 and on or before 1 February 2022, a sliding scale between 0.75 and 1 based on quarterly vesting in arrears; and
- (E) if an Exit or Distribution (as applicable) occurs after 1 February 2022, 1.00,
- (F) Notwithstanding any other provision contained in these Articles, in the event that completion of an actual Exit occurs (as opposed to a deemed Exit by way of Sale for the purposes of the Leaver calculations), there shall be deemed to be full accelerated vesting so that X shall equal 1; and

(ii) ((Value of the C Ordinary Shares x 0.50) x Y)

where:

EBITDA means the earnings before interest, taxes, depreciation and amortisation of the Group as at Exit or Distribution (as applicable),

Target EBITDA means the target EBITDA referred to in paragraph (B), (C), (D), (E), (F) or (G) below (as applicable); and

Y means:

- (A) if an Exit or Distribution (as applicable) occurs and the EBITDA is less than the relevant Target EBITDA, in each case, zero;
- (B) if an Exit or Distribution (as applicable) occurs on or before 31 December 2019 and EBITDA is greater than or equal to £9,000,000, 1.00;
- (C) if an Exit or Distribution (as applicable) occurs after 31 December 2019 and on or before 31 December 2020 and EBITDA is greater than or equal to £10,000,000, 1.00;
- (D) if an Exit or Distribution (as applicable) occurs after 31 December 2020 and on or before 31 December 2021 and EBITDA is greater than or equal to £11,600,000, 1.00;
- (E) if an Exit or Distribution (as applicable) occurs after 31 December 2021 and on or before 31 December 2022 and EBITDA is greater than or equal to £13,100,000, 1.00;
- (F) if an Exit or Distribution (as applicable) occurs after 31 December 2022 and on or before 31 December 2023 and EBITDA is greater than or equal to £14,700,000, 1.00; and
- (G) if an Exit or Distribution (as applicable) occurs after 31 December 2023 and EBITDA is greater than or equal to £16,600,000, 1.00,

and the aggregate amounts determined pursuant to Article 4.7(c)(i) and (ii) shall be the **Adjusted Value of the C Ordinary Shares**.

4.8 As regards Deferred Shares, subject to the provisions of any Shareholders' Agreement:

- (a) Save as provided in Article 4.2, the holders of Deferred Shares shall not (in that capacity) be entitled to any participation in the profits or the assets of the Company.
- (b) The holders of Deferred Shares are deemed to irrevocably authorise the Company at any time:
 - (i) to appoint any one or more of the Directors to execute as agent on behalf of the holders of such Deferred Shares a transfer thereof and/or an agreement to transfer

the same for the Issue Price per Deferred Share to such person as the Company may determine as custodian thereof; and/or

- (ii) to purchase the same (in accordance with the provisions of the Law) for not more than the Issue Price per Deferred Share without obtaining the sanction of the holder or holders thereof and for the purposes of such purchase to appoint any one or more of the Directors to execute as agent on behalf of any holder of the Deferred Shares a contract for the sale of the Company of any such shares held by the such holder;

and pending any such transfer and/or purchase the Company shall be entitled to retain the certificates for such Deferred Shares.

5 Share issues

- 5.1 Subject always to Article 5.2 and Article 5.3, the Company shall not issue any Shares or any interest or right in or arising in any Shares (an option, warrant or other right to acquire a Share (whether by subscription, conversion or otherwise) (in any case, the **Offer Shares**) being deemed (without limitation) to be an interest in a Share for this purpose) otherwise than for Market Value and unless an offer, which is open for a period of not less than 14 days (the **Share Offer**) has been made to each holder of Shares (excluding C Ordinary Shares and Deferred Shares) (subject to Article 5.2) to issue to it, at the same price per share as the Offer Shares, such number of Shares (rounded down, if necessary, to the nearest whole Share) as would be necessary for its holding to constitute immediately after the issue the same proportion of the aggregate number of Shares (excluding C Ordinary Shares and Deferred Shares) Shares in issue (for the avoidance of doubt taking into account the Deemed A Ordinary Shares but without double counting of any nature) as it did immediately before the issue, provided that if the proposed subscribers for Shares (the **Proposed Subscribers**) have also agreed to make loans or other capital available to any Group Company, the Share Offer shall not be capable of acceptance by any other Member unless that Member also makes loans or capital available to the Group on the same terms, and in the same proportions, as the Proposed Subscribers. For the avoidance of doubt, the holders of C Ordinary Shares and Deferred Shares (if any) shall not have any right of pre-emption in respect of any issue of Shares whether pursuant to this Article 5.1 or otherwise.

- 5.2 Subject to Articles 5.3 and 5.4, the Company shall not be required to follow the procedure set out in Article 5.1 in circumstances where:

- (a) C Ordinary Shares are being issued to employees of the Group;

- (b) A Ordinary Shares and B Ordinary Shares are being issued at the Subscription Price in order to satisfy any deferred or contingent consideration payable pursuant to the Purchase Agreements; or
- (c) the issue is an Emergency Issue,

PROVIDED THAT, in respect of an Emergency Issue, if any of the holders of the A Ordinary Shares and B Ordinary Shares are not permitted to participate in that issue of additional Shares, the Company shall give such holders of Shares (the **Additional Offerees**) notice (the **Offer Notice**) of the issue of additional Shares within 10 Business Days of such issue. The Additional Offerees shall, by giving written notice to the Company within 60 days of receiving the Offer Notice, be entitled to subscribe for Shares and/or other forms of capital on the same terms (but not necessarily the same class), at the same price and in the same proportions as those relating to the Emergency Issue and in the proportions set out in Article 5.1.

- 5.3 Any Shares issued to Members pursuant to (a) a Share Offer in accordance with Article 5.1; or (b) to Additional Offerees in accordance with Article 5.2, shall be the same class of Shares already held by that Member. Where a Member holds more than one class of Shares, the additional Shares to be issued to that Member shall be the classes (other than C Ordinary Shares and Deferred Shares) already held by that Member in proportion to his existing holdings.
- 5.4 The subscribers pursuant to any (a) Share Offer in accordance with Article 5.1; or (b) to Additional Offerees in accordance with Article 5.2 shall (ultimately) be issued with Shares and Loan Notes (in respect of the aggregate amount subscribed for by each of them) in the same proportion (and of the same class) as Shares and Loan Notes were issued to such subscribers when they first subscribed for Shares and Loan Notes (the **Proposed Structure**) to the extent legally permissible and otherwise in such combination of Shares and/or Loan Notes, the net result of which is as near as possible to the net result of the Proposed Structure (including with respect to each Shareholder's economic rights and shareholding in the capital of the Company) and provided that such alternative structure shall not adversely affect any Shareholder disproportionately to any other Shareholder other than in a de minimis way. Any Loan Notes issued shall be issued at par value.

6 Company not obliged to recognise any Trust

No person shall be recognised by the Company as holding any Share upon any trust, and 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 by these Articles or by the Statutes otherwise provided) any other rights in respect of any Share except an absolute right to the entirety thereof in the registered holder.

7 Variation of class rights

- 7.1 All or any of the rights, privileges, or conditions for the time being attached to any class or group of Shares may only be varied:
- (a) with the consent in writing from the holders of 75 per cent in number of the issued Shares of that class (excluding any treasury shares); or
 - (b) with the sanction of a Special Resolution passed at a separate general meeting of the holders of that class sanctioning the variation. To any such meeting all the provisions of these Articles shall mutatis mutandis apply, but so that the necessary quorum shall be Members of the class or group affected, holding or representing by proxy one-third of the capital paid on the issued Shares of the class or group affected (but so that if at any adjourned meeting of such holders a quorum as above defined is not present, those Members who are present shall be a quorum) provided that this paragraph is not to derogate from any power the Company would have had if this paragraph were omitted.

8 Calls on Shares

- 8.1 All Shares issued by the Company must be fully paid up at the time of their issue. No partly paid or nil paid shares shall be issued by the Company (unless otherwise agreed by the Directors acting with both Investor Approval and B Shareholder Approval).
- 8.2 Subject to the terms of issue of the Shares, the Directors may make calls upon the Members in respect of any monies unpaid on their Shares and each Member shall (subject to receiving at least 14 Clear Days' notice specifying when and where payment is to be made) pay the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect whereof the call was made.
- 8.3 A call shall be deemed to have been made at the time when the resolution of the Directors authorising such call was passed.
- 8.4 The Directors may, on an issue of Shares, differentiate between holders as to the amounts and times of payment of calls on their Shares. Joint holders of a Share shall be jointly and severally liable for the payment of all calls or other monies in respect thereof.
- 8.5 Any sum which by the terms of issue of a Share is made payable upon issuance or at any fixed date and any instalment of a call shall, for all purposes of this Article, be deemed to be a call duly made and payable on the date fixed for payment, and in case of non-payment the

provisions of this Article as to payment of interest and expenses, forfeiture and the like, and all other relevant provisions of this Article shall apply as if such sum or instalments were a call duly made and notified as hereby provided.

- 8.6 If any Member shall fail to pay on or before the day appointed for payment thereof any call to which he may have become liable, he shall pay interest on the amount in arrears from the day appointed for payment thereof to the time of actual payment, at such rate to be determined by the Directors from time to time, provided, however, that the Directors may remit the whole or any part of such interest. The Directors may also charge the person obliged to make the call any costs or expenses that have been incurred by the Company due to that non-payment. The Directors may, at their absolute discretion, waive payment of interest or charges under this Article.
- 8.7 No Member shall be entitled to receive any Dividend or Distribution or to receive notice of or attend or vote at any meeting or upon a poll, or to exercise any privileges as a Member until all calls or other sums due by him to the Company, whether alone or jointly with any other person, together with interest and expenses (if any) shall have been paid. The Directors may, at their absolute discretion, waive any suspension of rights under this Article
- 8.8 The Directors may (with Investor Approval), if they think fit, receive from any Member willing to advance the same, all or any part of the monies payable upon the Shares held by him beyond the sums actually called up thereon, and upon the monies so paid in advance, or so much thereof as from time to time exceeds the amount of the calls then made upon the Shares in respect of which such advance has been made, the Company (with Investor Approval) may pay interest at such rate as the Member paying such sum in advance and the Directors shall agree upon, but any amount so for the time being paid in advance of calls shall not, unless the Directors shall in any particular instance otherwise determine, be included or taken into account in ascertaining the amount of Dividend or Distribution payable upon the Share in respect of which such advance has been made.

9 Forfeiture

- 9.1 If any Member fails to pay the whole or any part of a call on the day it becomes due and payable, the Directors may at any time thereafter during such time as the call or any part thereof, or any interest which shall have accrued thereon, remains unpaid, serve a notice on him requiring him to pay such call or such part thereof as remains unpaid, together with any accrued interest and together with any expenses that may have been incurred by the Company by reason of such non-payment.
- 9.2 The notice shall name a day, not being less than 14 Clear Days from the date of the notice, on or before which the call or such part as aforesaid and all interest and expenses that have

accrued by reason of such non-payment are to be paid. It shall also name the place at which payment is to be made and shall state that, in the event of non-payment at or before the time and at the place appointed, the Shares in respect of which such call was made will be liable to be forfeited.

- 9.3 If the notice is not complied with, any Shares in respect of which such notice has been given may at any time thereafter, before payment of all calls, interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all unpaid Dividends, Distributions, and interest due and to become due thereon and any monies paid up in advance of calls.
- 9.4 Where any Share has been forfeited in accordance with this Article 9, notice of the forfeiture shall forthwith be given to the holder of the Share or the person entitled to the Share by transmission, as the case may be, and an entry of such notice having been given of the forfeiture, with the date thereof, shall forthwith be made in the Register opposite the Shares, but no forfeiture shall be in any manner invalidated by any omission or neglect to give such notice or to make such entry as aforesaid.
- 9.5 Notwithstanding any such forfeiture as aforesaid, the Directors may, at any time before the forfeited Share has been otherwise disposed of, permit the Share so forfeited to be reclaimed upon payment of all calls and interest due upon and expenses incurred in respect of the Share, and upon such further terms (if any) as they shall think fit.
- 9.6 Every Share which shall be forfeited shall thereupon become the property of the Company and may be either cancelled, sold, re-issued, held as a treasury share (subject to compliance with the Statutes) or otherwise disposed of by the Directors, either to the person who was before forfeiture the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors (with Investor Approval) shall think fit. The Directors may annul any forfeiture upon such terms as they (with Investor Approval) shall think fit.
- 9.7 A Member whose Shares have been forfeited shall, notwithstanding, be liable to pay to the Company all calls made or payable and not paid on such Shares at the time of forfeiture, and interest thereon to the date of payment, and all expenses (whether then payable or not) in the same manner in all respects as if the Shares had not been forfeited, and to satisfy all (if any) of the claims and demands which the Company might have enforced in respect of the Shares at the time of the forfeiture, without any deduction or allowance for the value of the Shares at the time of forfeiture.
- 9.8 The forfeiture of a Share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the Share, and all other rights and

liabilities incidental to the Share, as between the Member whose Share is forfeited and the Company.

- 9.9 A declaration in writing that the deponent is a Director and that a Share has been duly forfeited in pursuance of this Article, and stating the time when it was forfeited, shall, as against all persons claiming to be entitled to the Share adversely to the forfeiture thereof, be conclusive evidence of the facts therein stated and the new holder thereof shall be discharged from all calls made and other monies payable prior to such purchase or transfer.
- 9.10 Upon any sale after forfeiture, or for enforcing a lien in purported exercise of the powers herein given, the Directors may nominate some person to execute a transfer of the Share sold in the name and as agent on behalf of the registered holder or his legal personal representative and on such transfer being executed by the purchaser may cause the purchaser's name to be entered in the Register in respect of the Shares sold and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the Register in respect of such Shares the validity of the sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.
- 9.11 The holder of a Share that has been forfeited ceases to be a Member in respect of that Share and the Member's name is deemed to have been removed from the Register on the date of forfeiture.

10 Lien

- 10.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that Share, and the Company shall have a first lien on all Shares (other than fully paid Shares) standing registered in the name of a single person for all money payable by him or his estate to the Company. The Company's lien on a Share shall extend to all Dividends and Distributions payable thereon.
- 10.2 Subject to the provisions of the Law with respect to Dividends and Distributions, the Directors (with Investor Approval) may at any time, either generally or in a particular case, waive any lien that has arisen or declare any Share to be wholly or in part exempt from the provisions of Article 10.1.
- 10.3 For the purpose of enforcing such lien, the Directors may (with Investor Approval) sell the Shares subject thereto in such manner as they think fit, but no sale shall be made until such time as the monies are presently payable and notice in writing stating the amount due, and giving notice of intention to sell in default shall have been served on such Member or the person

(if any) entitled by transmission to the Shares and default shall have been made for 14 Clear Days after such notice. The net proceeds of any such sale shall be applied in or towards satisfaction of the debts, liabilities and engagements aforesaid, the residue (if any) shall be paid to the Member or the person (if any) entitled by transmission to the Shares or who would be so entitled but for such sale

11 Transfer of Shares – general provisions

- 11.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that Share, or the creation of a trust or encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.
- 11.2 Subject to the provisions of these Articles and any Shareholders' Agreement, any Member may transfer all or any of his Shares by instrument in writing in the usual or common form or in any other form which the Directors may approve. The instrument of transfer shall be executed by the transferor (and in the case of partly paid Shares by the transferee) and the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register in respect thereof. Shares of different classes shall not be transferred by the same instrument of transfer.
- 11.3 Every instrument of transfer shall be left at the Office, or such other place as the Directors may prescribe, with the certificate of every Share to be thereby transferred and such other evidence as the Directors may reasonably require to prove the title of the transferor or his right to transfer the Shares; and the transfer and certificate shall remain in the custody of the Directors but shall be at all reasonable times produced at the request and expense of the transferor or transferee and their respective representatives or any of them. A new certificate shall be delivered to the transferee after the transfer is completed and registered on his application for the same and when necessary a balance certificate shall be delivered to the transferor if required by him in writing.
- 11.4 The Directors shall refuse to register the transfer of any Share unless they are satisfied that such transfer is either:
- (a) a Permitted Transfer;
 - (b) in the case of Deferred Shares, a transfer made in accordance with Article 4.8(b);
 - (c) a transfer made in accordance with Article 9 (*Forfeiture*) or Article 10 (*Lien*);
 - (d) a transfer made in accordance with Article 12 (*Transfer of Shares – Leavers*);
 - (e) a transfer made in accordance with Article 13 (*Transfer of a Controlling Interest*); or

- (f) a transfer made in accordance with Article 14 (*Transfer of a non-Controlling Interest*)
- 11.5 Subject as provided in Article 11.6 or as required by law, the Directors shall register any such transfer as is referred to in Articles 11.4(a) to 11.4(f) (inclusive).
- 11.6 If, in relation to a transfer of a Share, the transferor thereof is a party to any Shareholders' Agreement or if a new Share is proposed to be issued to a person who is not a Member, then the Directors shall:
 - (a) require the transferee or proposed recipient (as the case may be) to enter into a written undertaking (in such form as prescribed by any Shareholders' Agreement or such other form as determined by an Investor Director (acting reasonably and in good faith)) to be bound (to the same extent as the transferor (in the case of a transfer)) by the provisions of such agreement; and
 - (b) decline to register the transfer of, or to issue, such Share unless and until the transferee or proposed recipient has entered into such written undertaking.
- 11.7 Subject to Article 11.8(b), no Shareholder which holds Loan Notes may transfer or otherwise dispose of any A Ordinary Shares or B Ordinary Shares without transferring to the same transferee at the same time a proportion of the Loan Notes held by that Shareholder as is equal to the proportion of its entire holding of A Ordinary Shares or B Ordinary Shares which is represented by the A Ordinary Shares or B Ordinary Shares which it proposes to transfer or otherwise dispose of.

Permitted Transfers

- 11.8 Subject to Article 11.6, a Member shall be permitted to transfer or dispose of any of the voting rights arising from Shares (and any associated Loan Notes) or to transfer the legal title to and/or beneficial ownership of a Share (and any associated Loan Notes):
 - (a) if such Shares are A Ordinary Shares, to any of the following:
 - (i) any holding company or subsidiary of the holder(s) of the A Ordinary Shares or any other subsidiary of such holder's or holders' holding company;
 - (ii) any general partner, limited partner, trustee or nominee of that holder(s) of the A Ordinary Shares or any group undertaking of such holder or holders;
 - (iii) any company or fund (including any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by, any entity which

manages or advises that holder(s) of the A Ordinary Shares or its assets (the **Advisor**) or in respect of which the Advisor is a general partner; or

- (iv) any co-investment scheme of that holder(s) of the A Ordinary Shares or any person holding Shares under such scheme or entitled to the benefit of Shares under such scheme;

PROVIDED THAT where any person to whom A Ordinary Shares are transferred pursuant to this Article 11.8(a) ceases to fall within one of the categories set out in Article 11.8(a)(i) to 11.8(a)(iv) (inclusive) of the original Shareholder that transferred them, the A Ordinary Shares (and any associated Loan Notes) transferred to it shall be transferred back to the person who originally transferred such Shares (or at their election to a person who would fall within one of the categories set out in Article 11.8(a)(i) to 11.8(a)(iv) (inclusive) of the original Shareholder) at nominal or par (as the case may be) value within 14 days of such event occurring;

- (b) by any individual Member, to a Privileged Relation or Trustees of such Member and in the case of Trustees PROVIDED that the Board (acting reasonably and in good faith) is satisfied:
 - (i) with the terms of the trust instrument and in particular with the powers of the trustees;
 - (ii) with the identity of the proposed trustees;
 - (iii) the proposed transfer will not result in 50 per cent or more of the aggregate of the Company's equity share capital being held by trustees of that and any other trusts; and
 - (iv) that no costs incurred in connection with the setting up or administration of the Family Trust in question are to be paid by the Company

PROVIDED THAT, if the Board is satisfied, an individual member transferring B Ordinary Shares pursuant to this Article 11.8(b) shall not be required to transfer a corresponding proportion of Loan Notes to such Trustees and PROVIDED FURTHER THAT where any person to whom Shares are transferred pursuant to this Article 11.8(b) ceases to be a Privileged Relation or Trustee of the original Shareholder that transferred them, the Shares (and any associated Loan Notes) transferred to it shall be transferred back to the person who originally transferred such Shares (or at their election to a person who would be a Privileged Relation or Trustee of the original Shareholder that transferred them) at nominal or par (as the case may be) value within 14 days of such event occurring;

- (c) to a Buyer pursuant to the provisions of Article 13 (including, without limitation, Articles 13.2 and 13.6) provided that prior to or contemporaneously with such transfer the Buyer has duly acquired or will duly acquire a Controlling Interest and the provisions of Article 13 have been complied with;
 - (d) the repurchase of C Ordinary Shares by the Company pursuant to Article 12.1(b); or
 - (e) in respect of any Shares (other than A Ordinary Shares) with the prior written consent (which may be subject to terms and conditions) of an Investor Director (subject, in this case, to Articles 13.2 and 13.6), to any person who does not fall within Articles 11.8(a) to 11.8(d) (inclusive) above.
- 11.9 No holder of a Deferred Share shall in any circumstances be permitted to transfer the same or any interest therein save as provided in Article 4.8(b).
- 11.10 Notwithstanding any other provision contained in these Articles, a No Fault Leaver shall be entitled to offer for sale to the other Shareholders and Loan Note holders, all (but not part only) of his Shares and Loan Notes (respectively) that have not otherwise been purchased pursuant to the operation of these Articles. Such offer shall remain open for 30 days from being made in writing by the No Fault Leaver to the Company (and the Company shall be responsible for communicating such offer to all other Shareholders and Loan Note holders, as the case may be). Acceptance of such offer shall be made on a pro rata basis amongst those Shareholders who wish to accept such offer (it being understood that the calculation of 'pro rata basis' shall take into account the relative holdings of Shares and Loan Notes of each such accepting Shareholder only). Completion of such transfer, shall, if such offer is accepted in full by all or any of such Shareholders, be deemed to constitute a Permitted Transfer, and completion of such transfer shall occur within 10 Business Days after the expiry of such offer (or, if regulatory approval is required in respect of such transfer, within 10 Business Days after such regulatory approval has been obtained). If such offer is not accepted in full by such Shareholders and Loan Note holders, then such No Fault Leaver shall be deemed to have withdrawn such offer and shall not (without Investor Majority Consent) be entitled to make any further offer in respect of such Shares and Loan Notes until the period of 12 months has elapsed from the date that his previous offer was made.

12 Transfers of Shares – Leavers

- 12.1 If at any time any director (who is not an employee or an Investor Director) or employee of any Group Company shall cease (for whatever reason) to be an employee (and does not immediately become an employee of another Group Company) or has served notice on a Group Company or a Group Company has served notice on such person terminating his appointment or employment (as they case may be) and such person is the holder of any C Ordinary Shares

(in all cases whether directly or indirectly), then the C Ordinary Shares held by such person (the **Leaver**) and his Associates and Permitted Transferees (the **Leaver Shares**) shall (unless otherwise determined by the Board acting with Investor Approval) be subject to the following.

- (a) the date on which the Leaver ceases to be a director (who is not an employee or an Investor Director) of or an employee of any Group Company (in circumstances where he does not immediately become an employee of another Group Company) shall be the **Leaving Date** for the purposes of these Articles provided always that where a Leaver who is an employee of a Group Company ceases to be an employee in circumstances where he has served notice on a Group Company or a Group Company has served notice on him terminating his employment, as the case may be (or shall cease to so be an employee upon expiration of such notice) (in circumstances where he does not immediately become an employee of another Group Company) then, if an Investor Majority so notifies the Company in writing, the Leaving Date shall be deemed to be the date of service of such notice (or such later date during the relevant notice period as an Investor Majority shall specify in its notice to the Company);
- (b) on the Leaving Date, the Leaver shall (unless an Investor Majority determines otherwise) be deemed to have given notice in writing (a **Transfer Notice**) to the Company indicating his intention to transfer all of his interests in Leaver Shares to the Company or such other person as shall be nominated by an Investor Majority (in either case, the **Leaver Shares Transferee**). The Leaver shall deliver up and lodge with the Company the share certificate(s)/certificate of beneficial ownership in respect of the relevant Shares on the Leaving Date or, in any event, within five Business Days of the Leaving Date;
- (c) the Transfer Notice shall unconditionally constitute the Company the agent of the Leaver in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Leaver Shares at the Sale Price as defined in accordance with Article 12.1(d) and agreed or determined in accordance with the subsequent provisions of this Article;
- (d) the **Sale Price** for each Leaver Share shall be determined as follows:
 - (i) (unless and to the extent that an Investor Majority determines otherwise, in which case the Sale Price shall not be less than the Bad Leaver Price) if the Leaver is a Bad Leaver the Sale Price for each Leaver Share shall be the Bad Leaver Price; or
 - (ii) the Leaver is a Good Leaver, the Sale Price for each Leaver Share shall be the Good Leaver Price;

- (e) if at any time a former director (not being a former Investor Director) or former employee of to any Group Company shall, after ceasing to be such a director, employee, acquire (or any Associate of his shall acquire) any C Ordinary Shares pursuant to an option, conversion or like right which was granted to or otherwise vested in him prior to such cessation then the provisions of this Article 12.1 shall apply as if reference in Article 12.1(a) to **Leaving Date** were reference to the date on which he acquired such Shares.
- 12.2 The **fair value** for the purposes of the Sale Price in relation to the Leaver Shares shall be determined as follows:
- (a) if, not more than 30 days after the Leaving Date, the Leaver and the Directors (with the approval of an Investor Majority) shall have agreed the fair value of the Leaver Shares then such value shall be the fair value for the purposes of determining the Bad Leaver Price or the Good Leaver Price (as appropriate); or
- (b) failing such agreement within 30 days after the Leaving Date, the determination of fair value may, at the written election of either the Company or the Leaver, be referred to the decision of an independent chartered accountant (the **Independent Accountant**) to be appointed (in default of nomination by agreement between the Company and the Leaver) by the President for the time being of the Institute of Chartered Accountants in England and Wales on the written application of the Company or the Leaver (whichever applies first).
- 12.3 The Independent Accountant shall act as an expert and not as an arbitrator and neither the Arbitration Act 1996 nor any earlier or later enactments on arbitration shall apply. The Independent Accountant's decision shall (in the absence of manifest error) be final and binding on the Company and the Leaver. For the purposes of Article 12.2, the following provisions shall apply in relation to the determination of fair value of the Leaver Shares (and the Independent Accountant shall be instructed accordingly):
- (a) the fair value of the Leaver Shares shall be determined as at the Leaving Date and with regard to Article 4.7;
- (b) the fair value of the Leaver Shares shall be determined on the basis that (theoretically) an Exit occurred on the Leaving Date and Exit Proceeds were distributed in accordance with Article 4.2 and for the purposes of determining what the Exit Proceeds in such a scenario would be:
- (i) except where the Company has ceased to carry on business as a going concern, the determination of the Exit Proceeds shall be on the basis that the Company is

(and the Group Companies are) carrying on business as a going concern, and will continue to do so; and

- (ii) the determination of the Exit Proceeds shall assume the Exit is between a willing purchaser and a willing seller; and
 - (c) the Independent Accountant may consult with (or obtain valuations from) valuers or other professionals as it shall see fit prior to making its determination;
 - (d) the Company shall procure that there is made available to the Independent Accountant all information relating to the Group as it may reasonably require in order to determine the fair value of the Leaver Shares;
 - (e) in determining what the Exit Proceeds in such a scenario would be for the determination of fair value of the Leaver Shares, the Leaver, the Investor and the Company shall be entitled to make written representations and cross-representations to the Independent Accountant, which representations shall be copied to the Investor, the Leaver and the Company (as is relevant); and
 - (f) a copy of the Independent Accountant's determination of the fair value will be provided as soon as reasonably practicable to the Leaver, the Investor and the Company.
- 12.4 The costs of the Independent Accountant shall be apportioned between the Company and the Leaver as the Independent Accountant shall decide (or in the absence of such decision the apportionment shall be paid equally by the Company and the Leaver) but each such party shall be responsible for its own costs of presenting its case to the Independent Accountant.
- 12.5 Completion of the sale and purchase of the Leaver Shares shall take place within 10 Business Days of the date on which the Sale Price of the Leaver Shares is agreed or determined in accordance with Article 12.1 or Article 12.2 whereupon the Leaver shall transfer the Leaver Shares to the Leaver Shares Transferee and deliver the relevant share certificates/certificate of beneficial ownership. Payment of the Sale Price for each Leaver Share (the **Leaver Consideration**) shall, unless otherwise agreed between the Leaver and the Company (with Investor Approval), be made on the date of transfer of his Leaver Shares, subject to the provisions of any Shareholders' Agreement.
- 12.6 If requested to do so by an Investor Director, the Leaver shall sign and/or execute such documents as are required to transfer the Leaver Shares outside of the United Kingdom, provided always that the Company shall cover any additional costs associated with this course of action reasonably incurred by the Leaver

- 12.7 Leaver Shares required to be transferred by a Leaver pursuant to this Article 12 shall be transferred free from all Encumbrances and with the benefit of all rights and entitlements attaching thereto.
- 12.8 If the Leaver shall fail duly to transfer (or complete the transfer of) the Leaver Shares to a Leaver Shares Transferee, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver as agent on his behalf the necessary transfer and the Company may receive the Leaver Consideration in trust for the Leaver and (notwithstanding (if such is the case) that the Leaver has failed to deliver up the relevant share certificate(s)/certificate of beneficial ownership) shall cause such Leaver Shares Transferee to be registered as the holder of such Shares (if applicable). The transfer shall constitute a good title to the Leaver Shares and the Leaver Shares Transferee's title to the Leaver Shares shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this Article.
- 12.9 A Director (not being a director appointed pursuant to Article 4.5(a) or 4.5(e)) shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not (unless prior written consent from an Investor Director is obtained) be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the Directors pursuant to or for the purposes of this Article to the extent such matter relates to any C Ordinary Shares held by such Director or any Permitted Transferee of such Director or in which such Director is otherwise interested.
- 12.10 In any case, where any Member is a Leaver, such Member shall, upon demand by the Company, deliver up to and lodge with the Company, the share certificate(s)/certificate of beneficial ownership in respect of the relevant Shares.

13 Transfer of a Controlling Interest

- 13.1 For the purposes of this Article:
- (a) the expression **Buyer** means any person but so that any Associate of any such person shall be deemed to be such person;
 - (b) the expression **acquire** means to be or become the legal or beneficial owner of Shares (or the right to exercise the votes attaching to Shares), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of Shares or otherwise and whether all at one time or not;
 - (c) the expression **Associate** means:
 - (i) any Privileged Relation;

- (ii) any Trustee or other trustees of any settlement (whether or not set up by the relevant person) under which the relevant person and/or any other Associate of the relevant person is or is capable of being a beneficiary;
 - (iii) any nominee or bare trustee for the relevant person or any other Associate of the relevant person;
 - (iv) if the relevant person is a company, any subsidiary or holding company of the relevant person and any other subsidiary of any such holding company;
 - (v) any person with whom the relevant person or any Associate of the relevant person is connected, the question of whether any such person is so connected falling to be determined for this purpose in accordance with the provisions of sections 1122 and 1123 of the UK's Corporation Tax Act 2010; and
 - (vi) any person with whom the relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Take-overs and Mergers as for the relevant time being current);
- (d) a **Controlling Interest** means 50.1% or more of the A Ordinary Shares in issue, for as long as the A Ordinary Shares confer 45% or more of the total voting rights conferred by all the Shares for the relevant time being in issue which confer the right to vote at all general meetings.

Tag along

- 13.2 Notwithstanding anything to the contrary contained in these Articles, no Buyer shall be entitled or permitted to acquire, and no person shall transfer any Shares (or any interest therein) other than pursuant to Article 11.8 (*Permitted Transfers*) if, as a result, a Buyer (any Shares or any interest in any Shares held by an Associate of the Buyer being treated as being held by the Buyer for this purpose) would, in one or a series of related transactions, acquire a Controlling Interest in the Company, unless and until the Buyer has first made offers, in accordance with Articles 13.3 and 13.4, to all the holders of all Shares at the relevant time (of whatever class) (other than the Buyer if he is already such a holder) to purchase from them their entire holdings of Shares and Loan Notes.
- 13.3 Each such offer as is referred to in Article 13.2 (an **Offer**) must provide for the consideration per Share and per Loan Note to be not less than the highest consideration given or agreed to be given by the Buyer per Share and per Loan Note during the period when the Offer remains open for acceptance or within 12 months prior to its commencement (the **relevant period**)

For the avoidance of doubt, the consideration payable on a transfer of a Controlling Interest shall be distributed in accordance with Article 4.2 (and, in the event of a transfer of less than the entire issued share capital of the Company, as if such consideration payable were applied to determine the valuation of the entire issued share capital of the Company and such valuation was then allocated as between the Shares in accordance with Article 4.2).

- 13.4 In addition, any Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days.
- 13.5 If, within 60 days of the making of an Offer, the Buyer has not acquired a Controlling Interest then such Offer shall be deemed not to have been made to the extent that the Buyer shall not be entitled to acquire a Controlling Interest at any time thereafter unless and until he has made further Offers.

Drag along

- 13.6 If, in respect of an Offer, the holders of Controlling Interest then in issue (the **Accepting Shareholders**) have indicated that they wish to accept the Offer (which for the purposes of this Article 13.6 shall be required to be a bona fide offer, on arm's length terms and from a third party not Associated (which for these purposes shall be deemed to include any person to whom a Shareholder could transfer Shares pursuant to Articles 11.8(a), 11.8(b) or 11.8(e)) with the holders of the Controlling Interest), then the Accepting Shareholders may give written notice to the remaining holders of the Shares (the **Other Shareholders**) and the Company of their wish to accept the Offer and the Other Shareholders shall thereupon:

- (a) become bound to accept the Offer in respect of all Shares and Loan Notes held by him;
- (b) if the Accepting Shareholders have indicated that they wish to accept a contemporaneous offer from the Buyer in respect of any additional Loan Notes (over and above those they would transfer pursuant to Article 11.7) held and/or beneficially owned by them, be deemed to have accepted that offer in respect of any Loan Notes held and/or beneficially owned by them or any of their Associates (on the same terms for each series of Loan Notes as those the subject of the offer to the Accepting Shareholders for that series of Loan Notes or, if the Accepting Shareholders do not hold Loan Notes of the same series, for the series held by them), on the same terms, including as to price per £1 nominal of Loan Notes; and
- (c) become obliged to transfer or procure the transfer of such Shares and Loan Notes, to the Buyer free from all Encumbrances and to deliver up to the Buyer an executed transfer of such Shares and Loan Notes, and the certificate(s) in respect of the same on the date specified by the Accepting Shareholders.

13.7 If any such non-accepting Member as is referred to in Article 13.6 shall not, within five days of becoming required to do so, deliver to the Buyer duly executed transfers in respect of the Shares and Loan Notes held by such Member, the Directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver as agent on his behalf the necessary transfer(s) and the Company may receive the purchase money on trust for him and (notwithstanding (if such is the case) that he has failed to deliver up the relevant share certificate(s)) shall (subject to so receiving the purchase money) deliver such transfer(s) to the Buyer (or its agents) and cause the Buyer (or its nominees) to be registered as the holder(s) of such Shares and Loan Notes. The transfer(s) and the receipt of the Company for the purchase money shall constitute a good title to the Shares and Loan Notes, and the receipt shall be a good discharge to the Buyer, who shall not be bound to see to the application of the purchase money and whose title to the Shares and Loan Notes, shall not be affected by any irregularity in or invalidity of the proceedings relating to their disposal under this Article.

13.8 For the purpose of ensuring:

- (a) that no Buyer has acquired or may acquire a Controlling Interest otherwise than as permitted by this Article (and to that end for the purpose of determining whether one person is an Associate of another); or
- (b) that a price offered or proposed to be offered for any Shares is in accordance with Article 13.3,

the Directors or an Investor Majority or a holder of B Ordinary Shares may from time to time require any Member to furnish to the Company or to one or more of the holders of A Ordinary Shares and/or B Ordinary Shares for the time being such information and evidence as the Directors or an Investor Majority or a holder of B Ordinary Shares may reasonably think fit regarding any matter which they may deem relevant for such purposes.

13.9 If, in connection with a Listing, it is proposed that a new holding company of the Company is established for the Listing (referred to herein as **Newco**), then, in the event of any proposed transfer of all of the Shares to Newco in exchange for shares in the capital of Newco, the Company may, at its sole discretion and provided the conditions in this Article 13.9 are satisfied, require the Members to transfer all the Shares held by them to Newco in exchange for shares in the capital of Newco, subject to the following conditions:

- (a) Newco's articles of association or incorporation shall be in the form of these Articles immediately prior to the completion of the Listing, subject to any differences required: (i) to reflect Newco's name or the jurisdiction in which it is incorporated; (ii) that do not adversely affect the rights of any Member, or (iii) to preserve any accrued rights attached to any of the Shares;

- (b) Newco shall enter into a subscription and shareholders' agreement in the same form (subject to any differences that do not adversely affect the rights of any Member) as any Shareholders' Agreement in force immediately prior to completion of the Listing; and
- (c) Newco shall be required to offer to exchange (i) all Shares in the capital of the Company and existing rights to or options over new Shares in the capital of the Company for (ii) shares in the capital of Newco and equivalent rights to or options over such shares having the same rights credited as fully paid on such terms as to result, upon full implementation of the share for Share exchange, in all of the holders of Shares and rights to or options over new Shares in the capital of the Company holding Shares of or rights or options over the same shares in the capital of Newco in the same proportions relative to each other and to the entire fully diluted issued share capital of Newco as the Members held Shares or rights to or options over Shares in the capital of the Company immediately prior to completion of the share for Share exchange,

and each Member shall be deemed to have appointed and authorised the Company as his/its agent to execute a transfer of that Member's Shares to Newco and to accept the allotment of shares in the capital of Newco.

14 Transfer of a non-controlling interest

Co-sale

- 14.1 Notwithstanding anything to the contrary contained in these Articles and subject to Article 13, no Buyer shall be entitled or permitted to acquire, and no person (the **Proposed Seller**) shall transfer any Shares (or any interest therein) (the **Proposed Sale Shares**), other than pursuant to Article 11.8 or 11.10 (*Permitted Transfer*), unless and until the Buyer has first made offers, in accordance with Articles 14.2 and 14.3, to all of the holders of A Ordinary Shares and B Ordinary Shares (**Co-sale Shareholders**) at the relevant time (other than the Buyer if he is already such a holder) to purchase from them their Co-sale Shares. For the purpose of this Article 14, **Co-sale Shares** means the maximum number of Shares which a Co-sale Shareholder is entitled to sell under this Article 14.1:

$$\left(\frac{X}{Y} \right) \times Z$$

where:

X means the number of A Ordinary Shares and B Ordinary Shares held by the relevant Co-sale Shareholder;

Y means the aggregate number of Shares (excluding C Ordinary Shares and Deferred Shares) held by the Proposed Seller and the Co-sale Shareholders; and

Z means the number of Shares (excluding C Ordinary Shares and Deferred Shares) that the Proposed Seller proposes to sell.

- 14.2 Each such offer as is referred to in Article 14.1 (a **Co-sale Offer**) must provide for the consideration per Share to be not less than the highest consideration given or agreed to be given by the Buyer for such Shares during the period when the Co-sale Offer remains open for acceptance or within 12 months prior to its commencement (the **relevant period**).

The consideration payable on such a transfer of shall be distributed amongst the relevant holders of the A Ordinary Shares and the B Ordinary Shares who participate in the Co-sale Offer (pari passu as if the same constituted one class of Shares).

- 14.3 In addition, any Co-sale Offer must be made in writing, must be open for acceptance and irrevocable for a period of not less than 30 and not more than 60 days.

- 14.4 Subject to Article 14.3, the Proposed Seller shall be entitled to sell to the Buyer (on terms notified to the Co-sale Shareholders) a number of Shares not exceeding the number of the Proposed Sale Shares less any Shares which any of the Co-sale Shareholders have notified that Proposed Seller that they wish to sell, provided that at the same time the Buyer purchases from such Co-sale Shareholders the number of Shares they have respectively notified the Proposed Seller that they wish to sell on terms no less favourable than those obtained by the Proposed Seller.

15 Subsidiaries

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

16 Disclosure of Beneficial Interests

In addition, and without prejudice, to the rights and duties a resident agent has under the Statutes, the Resident Agent may, by notice in writing require a Member to disclose to the Company whether they are holding their interest in the Company for their own benefit or the benefit of another person and if for the benefit of another person, the required details in respect of that person. A Member who receives such a notice under this Article must comply with that

notice within such time as may be specified in the notice (which, for the avoidance of doubt, shall be no more than one month from the date of the written notice). If in the opinion of the Resident Agent, a Member fails, without excuse, to disclose the details required by such notice or makes a statement in response to such notice which is false, deceptive or misleading in a material particular, the Resident Agent shall notify the Company. On receipt of such notice, the Directors (with Investor Approval) may place such restrictions as they think fit on the rights attaching to the Member's interest in the Company including, without limitation any right to transfer the interest, any voting rights, any right to further shares in respect of the Shares already held and any right to payment due to the Member's interest, whether in respect of capital or otherwise, forfeit or cancel the Member's interest in the Company. Any Shares cancelled in accordance with this Article shall be treated as forfeited for the purposes of Articles 9.7, 9.8 and 9.11.

17 The Register

- 17.1 The Company shall keep a Register in accordance with the Law. The registration of transfers of Shares may be suspended at such times and for such a period (not exceeding in aggregate 30 days in any calendar year) as the Directors (with Investor Approval) may determine.
- 17.2 In the case of the death of a Member, the survivor or survivors where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole holder, shall be the only person or persons recognised by the Company as having any title to or interest in his Shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any Share jointly held by him.
- 17.3 A person entitled to Shares in consequence of the death or bankruptcy of a Member shall not be entitled to receive notice of or attend or vote at any meeting, or, save as aforesaid and save as regards the receipt of such Dividends or Distributions as the Directors shall not elect to retain, to exercise any of the rights and privileges of a Member, unless and until he shall have been registered as the holder of the Shares.

18 Certificates

- 18.1 If the Company elects to issue share certificates, every Member shall be entitled to receive within one month after issue or lodgement of transfer (or within such other period as the conditions of issue shall provide) one certificate for all his Shares or if the Member shall so request several certificates each for one or more of his Shares.
- 18.2 Every certificate shall be signed in accordance with the common signature of the Company, shall specify the Shares to which it relates and the amount paid up thereon, provided that in respect of a Share or Shares held jointly by several persons the Company shall not be bound to

issue more than one certificate, and delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all such holders.

- 18.3 If a share certificate is defaced, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company in connection with the matter and generally upon such terms as the Directors shall think fit.

19 Alteration of Capital

- 19.1 Subject to any Shareholders' Agreement, the Company may by Ordinary Resolution:

- (a) consolidate and divide all or any of its Shares into Shares of larger amounts than its existing Shares;
- (b) sub-divide its Shares, or any of them, into Shares of smaller amount than is fixed by the Memorandum or Articles or Ordinary Resolution, such that in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced Share shall be the same as it was in the case of the Share from which the reduced Share is derived;
- (c) cancel any Shares which, at the date of the passing of the resolution have not been taken or agreed to be taken by any person, and diminish the amount of its Shares by the amount of the Shares so cancelled;
- (d) redesignate the whole, or any particular class, of its Shares into Shares of another class;
- (e) convert all or any of its Shares the nominal amount of which is expressed in a particular currency or former currency into Shares of a nominal amount of a different currency, the conversion being effected at the rate of exchange (calculated to not less than three significant figures) current on the date of the resolution or on such other date as may be specified therein; and
- (f) where its Shares are expressed in a particular currency or former currency, denominate or redenominate it, whether expressing its amount in units or subdivisions of that currency or former currency, or otherwise.

20 General Meetings

- 20.1 Subject to the Law, any Shareholders' Agreement and these Articles, the first general meeting of the Company shall be held within a period of not more than eighteen months from the day on which the Company was incorporated. Subject to the Law (including the right, by the passing of a Waiver Resolution by the requisite majority of the Members, to dispense with the requirement

to hold annual general meetings), an annual general meeting shall be held once in every calendar year (provided that no more than fifteen months may elapse between one annual general meeting and the next) at such time and place as the Directors shall appoint, and in default of an annual general meeting any Member may, not less than 14 days after the last date upon which the meeting ought to have been held, apply to the Court to make such order as the Court thinks fit.

- 20.2 Meetings other than annual general meetings shall be called general meetings.
- 20.3 *The Directors may whenever they think fit convene a general meeting.*
- 20.4 The Directors are required to call a general meeting in accordance with the Law once the Company has received Requisition Requests to do so from Members who hold more than 10 per cent of such of the capital of the Company that carries the right of voting at general meetings of the Company (excluding any capital held as treasury Shares).
- 20.5 Where the Directors are required to call a general meeting in accordance with Article 20.4 they must call a general meeting within 21 days after the date on which they became subject to the requirement and must hold the general meeting on a date not more than 28 days after the date of the notice convening the meeting.
- 20.6 Any general meeting may be held in Guernsey, or elsewhere, as the Directors (with Investor Approval) may from time to time determine.
- 20.7 The provisions of this Article 20 are without prejudice to the rights of Members under the Law to rescind the waiver of the requirement to hold an annual general meeting and without prejudice to any powers of the Directors to convene a general meeting without a Member's requisition.

21 Notice of General Meetings

- 21.1 Unless special notice is required in accordance with the Law or any Shareholders' Agreement, all general meetings shall be called by not less than 10 Clear Days' notice in writing. The notice shall specify the place, the date and the time of the meeting, and in the case of any proposed Special Resolution, Waiver Resolution or Unanimous Resolution, the text of such proposed resolution and notice of the fact that the resolution proposed is proposed as a Special Resolution, Waiver Resolution or Unanimous Resolution (as applicable) and the general nature of the business to be dealt with at the meeting and shall be given to such persons as are, by these Articles, the Shareholders' Agreement or the Law, entitled to receive such notices from the Company, provided that a meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in this Article, be deemed to have been duly called if it is so agreed by all the Members entitled to attend and vote thereat.

- 21.2 The accidental failure to provide notice of a meeting, or to send any other document to a person entitled to receive such notice or document, shall not invalidate the proceedings at that meeting or call into question the validity of any actions, resolutions or decisions taken.
- 21.3 All Members are deemed to have agreed to accept communications from the Company by Electronic Means in accordance with Article 42.6.
- 21.4 A Member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company, is deemed to have received notice of the meeting and, where required, of the purpose for which it was called.
- 21.5 Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the Register, has been duly given to a person from whom he derives his title.

22 Election and powers of Chairman

- 22.1 The chairman of any general meeting shall be either:
- (a) the chairman of the Board;
 - (b) in the absence of the chairman of the Board or if the Board has no chairman, then the Directors shall nominate one of their number to preside as chairman;
 - (c) if neither the chairman of the Directors nor the nominated Director are present at the meeting within fifteen minutes after the time appointed for the holding of the meeting, then the Directors present at the meeting shall elect one of their number to be the chairman;
 - (d) if only one Director is present at the meeting then he shall be chairman of the general meeting; or
 - (e) if no Directors are present at the meeting within fifteen minutes after the time appointed for the holding of the meeting, then the Members present shall elect a chairman for the meeting by an Ordinary Resolution
- 22.2 The chairman of the general meeting shall conduct the meeting in such a manner as he thinks fit and may adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place.

23 Right of Directors to speak

A Director shall be entitled to attend and speak at any general meeting, regardless of whether that Director is a Member.

24 Proceedings at General Meetings

- 24.1 All business shall be deemed special that is transacted at a general meeting. All business that is transacted at an annual general meeting shall likewise be deemed special, with the exception of declaring a Dividend or Distribution, the consideration of the accounts, balance sheets, and the reports of the Directors and auditors, the election of Directors and the appointment of and the fixing of the remuneration of the auditors.
- 24.2 No business shall be transacted at any general meeting unless a quorum is present, with the applicable quorum being as stated in Article 4.6. Where the Company has only one Member the quorum shall be one Member present at the meeting in person or by proxy.
- 24.3 Unless the Directors (with Investor Approval) direct otherwise, the rights of a Member to vote at a general meeting are suspended if that Member has failed to pay any sum due and owing on his Share, whether that sum is due as a result of a failure to pay a call or otherwise.
- 24.4 If, in the case of a general meeting, a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place (or otherwise as the Shareholders present shall determine (with Investor Approval)). If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then those Directors present shall constitute a quorum.
- 24.5 Every question submitted to a general meeting shall be determined in the first instance by a show of hands of the Members present in person or by proxy or by attorney and entitled to vote, but a poll may be demanded by no fewer than five Members having the right to vote on the resolution, or one or more of the Members present in person or by proxy representing at least 10 per cent of the total voting rights of all of the Members having the right to vote on the resolution. Unless a poll is duly demanded in accordance with these Articles, a declaration by the chairman that a resolution has been carried or lost or has or has not been carried by any particular majority and an entry to that effect in the minutes of the proceedings of the Company shall be conclusive evidence of the fact, without proof of the number, proportion or validity of the votes recorded in favour of or against such resolution.

- 24.6 If a poll is demanded, it shall be taken at the meeting at which the same is demanded or at such other time and place as the chairman shall direct, and the result of such poll shall be deemed the resolution of the meeting. The demand for a poll may be withdrawn.
- 24.7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.
- 24.8 If a poll shall be duly demanded upon the election of a chairman or on any question of adjournment, it shall be taken at once.
- 24.9 In case of an equality of votes, either on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is taken, as the case may be, shall not have a second vote if he is a Member nor a casting vote if he is not a Member.

25 Votes of Members

- 25.1 Subject to any rights or restrictions attached to any Shares, on a show of hands, every Member present in person or by proxy and entitled to vote shall have one vote, and on a poll every Member present in person or by proxy shall have such number of votes as is set out on Article 4.3(a) for each Share held by him, but this provision shall be subject to the conditions with respect to any special voting powers or restrictions for the time being attached to any Shares which may be subject to special conditions.
- 25.2 Where there are joint registered holders of any Share any one of such persons may vote at any meeting, either personally or by proxy, in respect of such Share as if he were solely entitled thereto; and if more than one of such joint holders be present at any meeting personally or by proxy that one of the said persons so present in person or by proxy whose name stands first in the Register in respect of such Share shall alone be entitled to vote in respect thereof.
- 25.3 Any Member being under any legal disability may vote by his guardian or other legal representative. Any one of such persons may vote either personally or by proxy or by attorney.
- 25.4 Upon a poll votes may be given personally or by proxy or by attorney and it shall not be necessary for a proxy or attorney to be entitled to attend the meeting in his own right. Deposit of an instrument of proxy shall not preclude a Member from attending and voting at the meeting or any adjournment thereof.
- 25.5 Subject to the provisions of the Law, the instrument appointing a proxy shall be in any common form or in such other form as the Directors may approve and whether sent to the Company in writing or in electronic form it shall be made under the hand of the appointor or of his attorney duly authorised in writing or if the appointor is a corporation under its common seal or under the hand of an officer or attorney duly authorised in that behalf.

25.6 The appointment of a proxy and the power of attorney or other authority (if any) under which it is authenticated, or a copy of such authority certified notarially or in some other way approved by the Directors, shall:

- (a) in the case of an instrument in writing (including, whether or not the appointment of proxy is by Electronic Means, any such power of attorney or other authority) be deposited at the Office, or at such other place or places as determined by the Directors or as is specified in the notice convening the meeting or in any notice of any adjourned meeting or in any appointment of proxy sent out by the Company in relation to the meeting, not less than forty eight hours (excluding any days which are not Business Days) before the time of the holding of the meeting or adjourned meeting at which the person named in the appointment proposes to vote; or
- (b) in the case of an appointment by Electronic Means, where an address has been specified for the purpose of receiving documents or information in electronic form (in the notice convening the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting or in any invitation in electronic form to appoint a proxy issued by the Company in relation to the meeting) be received at such address not less than forty eight hours (excluding any days which are not Business Days) before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

in default of which the proxy shall not be treated as valid unless the Directors (with Investor Approval) otherwise determine in their discretion.

25.7 Any Member shall be entitled to appoint by power of attorney some person, whether a Member or not, to act as his attorney for the purposes of receiving notices of general meetings and attending general meetings and voting thereat, and upon such power of attorney being deposited at the Office together with a notice from the attorney giving his address, an entry thereof shall be made in the Register and all notices of meetings held during the continuance in force of such power of attorney shall be served upon the attorney thereby appointed as if such attorney were a Member of the Company and registered owner of the Shares, and all notices, except where otherwise herein expressly provided, shall be deemed duly served if served upon such attorney in accordance with these Articles, and the attorney shall be entitled to attend any general meetings held during the continuance of his appointment and to vote thereat in respect of the Shares of any Member appointing him, such vote to be exercised either personally or by proxy appointed by the attorney in accordance with these Articles. Every such power shall remain in full force notwithstanding the death of or its revocation by other means by the grantor, unless and until express notice in writing of such death or revocation shall have been given to the Company.

- 25.8 A vote given or poll demanded in accordance with the terms of an instrument of proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll, unless a notice of the determination of the proxy, or of the authority under which the proxy was executed, shall have been received by the Company at the Office before the commencement of the meeting or adjourned meeting at which the proxy is used.
- 25.9 Subject to the Law, a Written Resolution to which the requisite majority of Eligible Members have, within 28 days of the date of circulation of such Written Resolution, signified their agreement shall be as effective as if the same had been duly passed at a general meeting. Several distinct copies of the same document or resolution signed by the Eligible Members shall when placed together constitute one and the same instrument in writing.

26 Corporations acting by representatives at meetings

Any corporation which is a Member may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member.

27 Appointment of Directors

- 27.1 Unless otherwise determined by Ordinary Resolution, the number of Directors shall not be subject to any maximum and the minimum number shall be one.
- 27.2 A person must not be appointed as a Director unless he has, in writing, consented to being a Director and declared that he is not ineligible to be a Director under the Law
- 27.3 A Director need not be a Member but shall be entitled to receive notice of and attend all general meetings of the Company.
- 27.4 No person shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless not less than three nor more than 21 days before the date appointed for the meeting there shall have been left at the Office notice in writing signed by a Member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.
- 27.5 Subject to Investor Approval, the Directors shall have the power at any time and from time to time to appoint any person to be a Director, either to fill a casual vacancy or as an addition to the existing Directors.

- 27.6 The Company in general meeting may by Ordinary Resolution appoint another person in place of a Director removed from office under Article 33, and without prejudice to the powers of the Directors under Article 27.5 the Company may by Ordinary Resolution appoint any person to be a Director either to fill a casual vacancy or as an additional Director.
- 27.7 The provisions of this Article 27 are without prejudice to the rights granted to Members pursuant to Article 4.5.

28 Remuneration of Directors

- 28.1 Subject to the provisions of any Shareholders' Agreement, the remuneration of the Directors shall be determined by the Directors (with Investor Approval) in their absolute discretion on or after the incorporation of the Company. Such remuneration shall be deemed to accrue from day to day.
- 28.2 Subject to the provisions of any Shareholders' Agreement, the Directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or in connection with the business of the Company.
- 28.3 If any Director, being willing, shall be called upon to render or to perform and shall render or perform extra or special services of any kind or shall travel or go or reside in any country not his usual place of residence for any business or purposes of the Company, he shall be entitled to receive such sum as the Directors (with Investor Approval) may think fit for expenses and also such remuneration as the Directors (with Investor Approval) may think fit, either as a fixed sum or as a percentage of profits or otherwise, and such remuneration may, as the Directors (with Investor Approval) shall determine, be either in addition to or in substitution for any other remuneration he may be entitled to receive, and the same shall be charged as part of the ordinary working expenses.
- 28.4 The Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or to his widow or dependants and make contributions to any fund and pay premiums for the purchase or provision of any such gratuity pension or allowance.

29 Directors' Interests

- 29.1 A Director must, immediately after becoming aware of the fact that he is interested in a transaction or proposed transaction with the Company, disclose to the Directors the nature and extent of that interest, unless the transaction or proposed transaction is between the Director

and the Company, and is to be entered into in the ordinary course of the Company's business and on usual terms and conditions.

29.2 Subject to the provisions of the Law, any Shareholders' Agreement and Articles 12.9 and 29.3, and provided that he has disclosed to the other Directors in accordance with the Law the nature and extent of his interest (and that Investor Approval has been given in respect of such interest and the relevant Director's attendance and voting at any meeting at which such matter is discussed), a Director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company, or in which the Company is otherwise interested;
- (b) may act by himself or through his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;
- (c) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, a Shareholder of or otherwise directly or indirectly interested in, any body corporate promoted by the Company, or with which the Company has entered into any transaction, arrangement or agreement or in which the Company is otherwise interested; and
- (d) shall not by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.

29.3 The provisions of this Article 29.3 constitute a general notice given in accordance with Article 29.4 and the Law. Where a Director is an Investor Director he may, notwithstanding his office, have an interest (which he shall not be required to disclose to the Directors) arising from any duty he may owe to, or interest he may have as an employee, director, trustee, member, partner, officer or representative of or direct or indirect investor (including without limitation by virtue of a carried interest, remuneration or incentive arrangements or the holding of securities) in:

- (a) an Investor or any Affiliate of an Investor;
- (b) any general partner, limited partner, trustee, nominee or manager of, or adviser to, an Investor or any Affiliate of an Investor, or any investor in any of them;
- (c) any co-investment scheme of an Investor or any person holding Shares under such scheme or entitled to the benefit of Shares under such scheme;

- (d) any co-investor, any general partner of co-investor and the ultimate investors in any co-investor;
- (e) any of the funds advised or managed by a manager who advises or manages an Investor or any Affiliate of an Investor from time to time; or
- (f) another body corporate or firm in which a manager who advises or manages an Investor or any Affiliate of an Investor or any fund advised or managed by such manager has directly or indirectly invested, including without limitation any portfolio companies.

29.4 For the purposes of this Article:

- (a) a general notice given to the Directors to the effect that a Director is to be regarded as having an interest in a party and is to be regarded as interested in any transaction or arrangement which may, after that date of the disclosure be entered into with that party is sufficient disclosure of interest in relation to any such transaction; and
- (b) an interest of which a Director is unaware shall not be treated as an interest of his.

29.5 Subject to Article 12.9, a Director shall be counted in the quorum at any meeting in relation to any resolution in respect of which he has declared an interest and may vote thereon.

29.6 A Director may continue to be or become a director, managing director, manager or other officer, employee or member of any company promoted by the Company or in which the Company may be interested or with which the Company has entered into any transaction, arrangement or agreement, and no such Director shall be accountable for any remuneration or other benefits received by him as a director, managing director, manager, or other officer or member of any such other company. The Directors may exercise the voting power conferred by the Shares in any other company held or owned by the Company or exercisable by them as directors of such other company, in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors, managing directors, managers or other officers of such company, or voting or providing for the payment of remuneration to the directors, managing directors, managers or other officers of such company).

29.7 Any Director who, by virtue of office held or employment with any other body corporate, may from time to time receive information that is confidential to that other body corporate (or in respect of which he owes duties of secrecy or confidentiality to that other body corporate) shall be under no duty to the Company by reason of his being a Director to pass such information to the Company or to use that information for the benefit of the Company, in either case where the same would amount to breach of confidence or other duty owed to that other body corporate.

30 Borrowing Powers

- 30.1 Subject to Investor Approval and to the provisions of any Shareholders' Agreement, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 30.2 The Directors may cause a proper register to be kept of all mortgages, charges and/or security interests specifically affecting the Company.

31 Powers and duties of Directors

- 31.1 Subject to the provisions of any Shareholders' Agreement, the business and affairs of the Company shall be managed by, or under the direction or supervision of the Directors who may pay all expenses incurred in promoting and registering the Company, and may exercise all such powers necessary for managing, and for directing and supervising the management of, the business and affairs of the Company as are not, by the Statutes or by these Articles, required to be exercised by the Company in general meeting, subject, nevertheless, to any of these Articles, to the Memorandum, to the provisions of the Statutes and to such regulations as may be prescribed by the Company by Special Resolution provided that such regulations are not inconsistent with these Articles, the Memorandum or the Statutes, but no regulation made by the Company shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
- 31.2 The Directors shall cause minutes to be made in books provided for the purpose:
- (a) of all appointments of officers or appointees made by the Directors and of the terms the terms of reference of such appointments;
 - (b) of all powers of attorneys made by the Directors;
 - (c) of the names of the Directors present at all meetings of the Company and of the Directors and of committees of the Directors; and
 - (d) of all resolutions and proceedings at all meetings of the Company, of the Directors and of committees of the Directors
- 31.3 With Investor Approval, the Directors may make terms of reference including rules of procedure for all or any committees save for committees of directors, which prevail over rules derived from the Articles and in the absence of any such rules, such committees must follow procedures

which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by Directors.

31.4 Subject to the provisions of the Law and Article 5 and any Shareholders' Agreement, on such terms and conditions as they see fit, the Directors may:

- (a) exercise the power of the Company to issue Shares or grant rights to subscribe for, or convert any security into Shares, in accordance with the Law;
- (b) issue Shares of different types or Shares of different classes including but not limited to Shares which:
 - (i) are *redeemable Shares*;
 - (ii) confer preferential rights to distribution of capital or income;
 - (iii) do not entitle the holder to voting rights; and
 - (iv) entitle the holder to restricted voting rights,

and the creation or issuance of any such Shares or any additional Shares ranking equally with an existing type or class of Share is deemed not to vary the rights of any existing Member;

- (c) convert all or any classes of the Company's Shares into redeemable Shares;
- (d) issue Shares which have a nominal or par value;
- (e) *issue Shares of no par value*;
- (f) issue any number of Shares they see fit;
- (g) issue fractions of a Share;
- (h) make arrangements on the issue of Shares to distinguish between Members as to the amounts and times of payments of calls on their Shares;
- (i) issue Shares that provide for the payment of dividends and distributions in differing proportions in accordance with the terms of issue of such Shares; and
- (j) pay commissions in such manner and in such amounts as the Directors may determine.

31.5 Where the Company has issued only a single class of Shares the Directors may issue Shares of that class or grant rights to subscribe for or to convert any security into such Shares.

- 31.6 Where the Directors have resolved to issue different classes of Shares, the Directors have, subject to any Shareholders' Agreement, the authority to issue, or grant rights to subscribe for or to convert any security into, an unlimited number of Shares and, where required by the Law, such authority shall expire on the date which is five years from the date of the adoption of these Articles (unless previously renewed, revoked or varied by Ordinary Resolution of the Company) save that the Directors may issue Shares or grant rights to subscribe for or to convert any security into Shares after authorisation has expired if the Shares are issued or the rights are granted, in pursuance of an offer or agreement made by the Company before the authorisation expired and the authorisation allowed the Company to make an offer or agreement which would or might require Shares to be issued, or rights to be granted, after the authorisation had expired.
- 31.7 Subject to any Shareholders' Agreement, the Company may acquire its own Shares (including any redeemable Shares). Any Shares so acquired by the Company may be cancelled or held as treasury Shares provided that the number of Shares of any class held as treasury Shares must not at any time exceed 100 per cent (or such other percentage as may be prescribed from time to time by the Committee) of the total number of issued Shares of that class.
- 31.8 The rights conferred upon the holders of the Shares of any class issued with preferred or other rights shall not, unless otherwise expressly provided by the terms of issue of the Shares of that class, be deemed to be varied by the creation or issue of further Shares ranking *pari passu* therewith.
- 31.9 A power of attorney given by the Company shall be valid if executed by the Company under the common signature of the Company

32 Directors' insurance

To the fullest extent permitted by the Law and without prejudice to the provisions of Article 44, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers or employees of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any other such company or subsidiary undertaking

33 Retirement and removal of Directors

- 33.1 Subject to Article 4.5 and any Shareholders' Agreement, the office of Director shall, ipso facto, be vacated:
- (a) if he resigns his office by writing under his hand deposited at the Office, provided that the Company may agree to accept the resignation to take effect on a later date as specified by the resigning Director;
 - (b) if he becomes bankrupt, suspends payment or compounds with his creditors, or is adjudged insolvent or has his affairs declared en désastre or has a preliminary vesting order made against his Guernsey realty;
 - (c) if he dies;
 - (d) if he becomes ineligible to be a Director in accordance with the Statutes; and
 - (e) if the Company shall by Ordinary Resolution declare that he shall cease to be a Director

34 Proceedings of Directors

- 34.1 Unless otherwise expressly provided in these Articles or in any Shareholders' Agreement, the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit.
- 34.2 Questions arising at any meeting shall, subject to the provisions in any Shareholders' Agreement, be decided by a majority of votes and in the case of an equality of votes, the Chairman shall not have a second or casting vote.
- 34.3 A Director may, and the Secretary on the requisition of a Director shall, summon a meeting of the Directors.
- 34.4 Subject to the provisions hereof, a meeting of Directors or of a committee of Directors may be validly held notwithstanding that such Directors may not be in the same place provided that:
- (a) they are in constant communication with each other throughout by telephone, television or some other form of communication; and
 - (b) all Directors entitled to attend such meeting so agree.

A person so participating in the meeting shall be deemed to be present in person and shall accordingly be counted in the quorum and be entitled to vote. All meetings of the Directors (including committees constituted by the directors) must be held in the United Kingdom.

- 34.5 The quorum requirements for Board meetings shall be those provided in Article 4.5(e) save where the Company has only one Director, in which case the sole Director shall be deemed to form a quorum. For the purposes of this Article, an alternate director shall be counted in the quorum at a meeting at which the Director appointing him is not present.
- 34.6 If and for so long as there is a sole Director, he may exercise all the powers conferred on the Directors by the Articles by resolution in writing signed by him.
- 34.7 The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of the Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number or of summoning a general meeting of the Company, but for no other purpose.
- 34.8 Subject to the provisions of Article 4.5(g), the Directors may elect a chairman of their meetings and determine the period for which he is to hold office; but if no such chairman is elected, or if at any meeting the chairman is not present within five minutes of the time appointed for holding the same, the Directors present may choose one of their number to be chairman of the meeting.
- 34.9 The Directors may, with Investor Approval, delegate any of their powers to committees consisting of such member or members of their body as they think fit; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors
- 34.10 A committee may elect a chairman of its meetings; if no such chairman is elected, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the members present may choose one of their number to be chairman of the meeting
- 34.11 A committee may meet and adjourn as it thinks proper. Questions arising at any meeting shall be determined by a majority of votes of the members present, and in the case of an equality of votes the chairman shall have a second or casting vote.
- 34.12 All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any of the Directors or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.
- 34.13 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form

signed by any one or more of the Directors which shall, when placed together, constitute one and the same instrument in writing.

35 Alternate Directors

- 35.1 Any 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 (including another Director) to be his alternate Director (provided that such appointment is accompanied by a consent to act signed by such person and that such person is eligible to be a Director of the Company under the Statutes) and may in like manner at any time terminate such appointment.
- 35.2 The appointment of an alternate Director shall terminate on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director.
- 35.3 An alternate Director shall be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these presents shall apply as if he (instead of his appointor) were a Director. If he shall be himself a Director, or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative. If his appointor is unable to act, his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors, the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member.
- 35.4 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct

36 Secretary

- 36.1 The Directors may at their discretion appoint such person to be Secretary on such terms as they see fit (including as to remuneration) and for the avoidance of doubt may (but are not obliged to) appoint one of their number to act as both Director and Secretary.

36.2 To the extent required by the Law where the Company has appointed a Secretary, and without prejudice to the responsibility of any other person or to any other responsibilities he may hold, the Secretary shall take reasonable steps to ensure:

- (a) that all registers and indexes are maintained in accordance with the provisions of the Statutes,
- (b) that all notices and documents required to be filed or served upon the Registrar or other persons are duly so filed or served;
- (c) that all resolutions, records and minutes of the Company are properly kept;
- (d) that copies of the Memorandum and Articles are kept fully up to date; and
- (e) that the Directors are aware of any obligations imposed by:
 - (i) the Memorandum and Articles; and
 - (ii) (if applicable) the rules of any stock exchange that the Company is listed on.

36.3 The Secretary may be removed by resolution of the Directors in writing signed by the Directors (being not less than two in number) or otherwise in accordance with Article 33 which shall apply mutatis mutandis as if the Secretary were a Director.

37 The Seal

37.1 The Company may have a common seal (the **Seal**) and if the Directors resolve to adopt a Seal the following provisions shall apply.

37.2 The Seal shall have the Company's name engraved on it in legible letters.

37.3 The Directors shall provide for the safe custody of the Seal, which shall only be used pursuant to a resolution passed at a meeting of the Directors, or a committee of the Directors authorised to use the Seal, and in the presence of two Directors or of one Director and the Secretary or of such person or persons as the Directors may from time to time appoint, and such person or persons, as the case may be, shall sign every instrument to which the Seal is affixed.

38 Record dates

38.1 Subject to any restriction thereon contained in the Statutes, for the purposes of serving notices of meetings, whether under the Statutes or under a provision in these Articles or any other instrument, the Directors may determine that those persons who are entered on the Register at the close of business on a day determined by the Directors shall be persons who are entitled to

receive such notices provided that such day may not be more than 21 days before the day on which the notices of the meeting are sent.

- 38.2 For the purposes of determining which persons are entitled to attend or vote at a meeting, and how many votes they may cast, the Directors may specify in the notice of the meeting a time, *being not more than 48 hours, excluding any days which are not Business Days, before the time fixed for the meeting*, by which a person must be entered on the Register in order to have the right to attend or vote at the meeting.
- 38.3 Notwithstanding any provision to the contrary in these Articles, changes to entries on the Register after the time specified under Article 38.2 may at the discretion of the Directors be disregarded in determining the rights of any person to attend or vote at the meeting.
- 38.4 *Subject to any restriction thereon contained in the Statutes or in the terms of issue of any Share* in the Company, for the purposes of issuing any Share, making any Distribution or paying any Dividend, the Directors may determine that those persons who are entered on the Register at the close of business on a day determined by the Directors shall be the persons who are entitled to receive such Shares, Dividends or Distributions provided that such day may not be *more than 6 months before or after any date on which such Dividend, Distribution or issuance is given, made or paid (as appropriate).*

39 Dividends, distributions and reserves

- 39.1 Subject to Investor Approval and in accordance with the provisions set out in Article 4, the Directors may from time to time authorise Dividends and Distributions to be paid to the Members in accordance with the procedure set out in the Law and subject to any Member's rights attaching to their Shares. The declaration of the Directors as to the amount of the Dividend or Distribution available shall be final and conclusive.
- 39.2 If any Share is issued on terms providing that it shall rank for Dividend or Distribution as from a particular date such Share shall rank for Dividend or Distribution accordingly.
- 39.3 Subject to Investor Approval, the Directors may, in relation to any Dividend or Distribution, direct that the Dividend or Distribution shall be satisfied wholly or partly by the distribution of assets, and in particular of paid up Shares, debentures, or other securities of any other company, and where any difficulty arises in regard to the Dividend or Distribution the Directors may settle it as they think expedient, and in particular may authorise any person to sell and transfer any fractions or may ignore fractions altogether, and may fix the value for Dividend and Distribution purposes of any assets or any part thereof and may determine that cash shall be paid to any Members upon the footing of the value so fixed in order to secure equality of Dividend or

Distribution and may vest any assets the subject of a Dividend or Distribution in trustees as may seem expedient to the Directors.

- 39.4 The Directors may deduct from the Dividends or Distributions payable to any Member all such sums of money as may be due from him to the Company on account of calls or otherwise.
- 39.5 No Dividend or Distribution shall bear interest against the Company.
- 39.6 The receipt of the person appearing by the Register to be the holder of any Shares shall be a sufficient discharge to the Company for any Dividend or Distribution or other monies payable in respect of such Shares; and where several persons are the joint holders of a Share the receipts of any one of them shall be a good discharge to the Company for any Dividends or Distributions or other monies payable thereon
- 39.7 A transfer of Shares shall not pass the right to any Dividend or Distribution declared thereon before the registration of the transfer.
- 39.8 Unless otherwise directed, any Dividend or Distribution may be paid by way of electronic transfer in such manner as agreed between the Member and the Company or by cheque or warrant sent through the post to the registered address of the Member entitled thereto, or in the case of joint holders to that one whose name stands first on the Register in respect of the joint holding and every cheque or warrant so sent shall be payable to the order of the person to whom it is sent, and the payment of any such electronic transfer, cheque or warrant shall operate as a good discharge to the Company in respect of the Dividend or Distribution represented thereby, notwithstanding that it may subsequently appear that the same has been stolen or that the endorsement thereon has been forged.
- 39.9 All Dividends and Distributions unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed
- 39.10 Any Dividend or Distribution which has remained unclaimed for a period of six years from the date of declaration thereof shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company and shall thenceforth belong to the Company absolutely.

40 Accounts

- 40.1 The Directors shall keep proper books of account with respect to all the transactions, assets and liabilities of the Company in accordance with the Statutes.
- 40.2 Subject to the Statutes, the books of account shall be kept at the Office, or at such other place or places as the Directors shall think fit and shall at all times be open to the inspection of the Directors and the Secretary.

- 40.3 Accounts complying with the provisions of the Law (which for the avoidance of doubt include a profit and loss account and a balance sheet) shall be prepared by the Company. The accounts shall be accompanied by a report of the Directors stating the principal activities and the state and condition of the Company. The accounts and Directors' report shall be signed on behalf of the Directors by at least one of them.
- 40.4 Where the Company holds an annual general meeting:
- (a) a copy of the accounts and Directors' report with the auditor's report (if any) attached thereto shall be laid before that meeting; and
 - (b) a copy of the accounts and Directors' report with the auditor's report (if any) attached thereto shall be delivered or sent by post to the registered address of the Members or sent by *Electronic Means within twelve months of the end of the financial period to which such accounts and reports relate.*
- 40.5 Where the Company is authorised not to hold an annual general meeting and does not do so, a copy of the accounts and Directors' report with the auditor's report (if any) attached thereto shall be delivered or sent by post to the registered address of the Members or sent by *Electronic Means within twelve months of the end of the financial period to which such accounts and reports relate.*

41 Audit

Unless the Company is eligible pursuant to the Statutes and the Members pass a Waiver Resolution exempting the Company from the requirement under the Law to have the Company's accounts audited, the Company shall appoint an auditor and the Company's accounts shall be audited in accordance with the Law.

42 Notices

- 42.1 A notice may be given by the Company to any Member either personally or by sending it by post in a pre-paid envelope addressed to the Member at his registered address or by *Electronic Means in accordance with this Article. Unless the Law shall specify otherwise a notice shall, unless the contrary is shown, be deemed to have been received:*
- (a) in the case of personal delivery to the registered address of the addressee, at the time of delivery;
 - (b) in the case of a notice sent by post to an address in the United Kingdom, Channel Islands or the Isle of Man, on the third day after the day of posting;

- (c) in the case of a notice sent by post elsewhere by airmail, on the seventh day after posting; and
- (d) in the case of a notice sent by Electronic Means, at the expiration of twenty four hours after the time it was sent in accordance with Article 42.8,

excluding, in all cases, other than Article 42.1(c), any day which is a Saturday, Sunday, Good Friday, Christmas Day, a bank holiday in Guernsey or a day appointed as a day of public thanksgiving or public mourning in Guernsey.

42.2 A notice may be given by the Company to the joint holders of a Share by giving the notice to the joint holder first named in the Register in respect of the Share.

42.3 A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

42.4 Subject to Article 38.1, notice of every general meeting shall be given in any manner hereinbefore authorised to

- (a) every Member who has supplied to the Company a registered address for the giving of notices to him;
- (b) every person upon whom the ownership of a Share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a Member where the Member but for his death or bankruptcy would be entitled to receive notice of the meeting;
- (c) each Director who is not a Member; and
- (d) the Company's auditor (where the Company has one).

No other person shall be entitled to receive notices of general meetings.

42.5 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

42.6 Any Member may notify the Company of an address or fax number for the purpose of his receiving communications by Electronic Means from the Company, and having done so shall be deemed to have agreed to receive notices and other documents from the Company by

Electronic Means of the kind to which the address or fax number relates. In addition, if a Member notifies the Company of his e-mail address or fax number, the Company may, but is not obliged to, satisfy its obligation to send him any notice or other document by

- (a) publishing such notice or document on a web site; and
- (b) notifying him by e-mail to that e-mail address or fax to that fax number that such notice or document has been so published, specifying the address of the web site on which it has been published, the place on the web site where it may be accessed, how it may be accessed and (if it is a notice relating to a Shareholders' meeting) stating (i) that the notice concerns a notice of a company meeting served in accordance with the Law (ii) the place, date and time of the meeting, (iii) whether the meeting is to be an annual or extraordinary general or class meeting, and (iv) such other information as the Law may prescribe.

42.7 For the avoidance of doubt, any address or fax number specified by a Member to the Company prior to the Adoption Date for the purpose of communicating by Electronic Means will constitute a notification of that address or fax number for the purposes of Article 42.6.

42.8 Any document or notice which, in accordance with these Articles, may be sent by the Company by Electronic Means shall, if so sent, be deemed to be received at the expiration of twenty four hours after the time it was sent. Proof (in accordance with the formal recommendations of best practice contained in the guidance issued by the United Kingdom Institute of Chartered Secretaries and Administrators) that a communication was sent by Electronic Means by the Company shall be conclusive evidence of such sending.

42.9 A communication by Electronic Means shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.

43 Winding up

43.1 The Company may be wound up voluntarily if the Members pass a Special Resolution requiring that the Company be wound up voluntarily. Upon the passing of such Special Resolution, the process of voluntary winding up shall commence and the Company shall cease to carry on business except in so far as it may be expedient for the beneficial winding up of the Company. *The Company's corporate state and powers shall be deemed to continue until the Company's dissolution.*

43.2 If the Company shall be wound up, the surplus assets remaining after payment of all creditors, including the repayment of bank borrowings, shall be divided among the Members in accordance with Article 4.2.

- 43.3 If the Company shall be wound up the liquidator may, with the sanction of a resolution of the Company passed by Special Resolution and any other sanction required by the Statutes, divide amongst the Members *in specie* or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may for such purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any Shares or other securities whereon there is any liability.
- 43.4 Where the Company is proposed to be or is in the course of being wound up and the whole or part of its business or property is proposed to be transferred or sold to another company (the **Transferee Company**) the liquidator may, with the sanction of an Ordinary Resolution conferring either a general authority on the liquidator or an authority in respect of any particular arrangement, receive in compensation or part compensation for the transfer or sale, Shares, policies or other like interests in the Transferee Company for distribution among the Members or may enter into any other arrangement whereby the Members may, in lieu of receiving cash, Shares, policies or other like interests, or in addition thereto, participate in the profits of or receive any other benefits from the Transferee Company.

44 Indemnity

The Directors (including any alternate Director), Secretary and other officer or employee for the time being of the Company shall be indemnified out of the assets of the Company to the fullest extent permitted by the Law from and against all actions, costs, charges, losses, damages and expenses in respect of which they may lawfully be indemnified which they or any of them shall or may incur or sustain by reason of any contract entered into or any act done, concurred in, or omitted, in or about the execution of their duty or supposed duty or in relation thereto.

45 Inspection of Registers and other records

- 45.1 A Director shall be entitled at any time to inspect the Register, the minute books, the annual validation, the register of Directors and secretaries and the index, if any, of Members.
- 45.2 A Member shall be entitled in accordance with the Law, to inspect the Register and the other documents mentioned in 45.1 other than the minutes of proceedings at Directors' meetings.
- 45.3 Any person who is not a Director or a Member shall be entitled on fulfilling the requirements in the Law to inspect the Register, the register of Directors and secretaries and the index, if any, of Members.

- 45.4 The rights of inspection herein referred to shall be exercisable between 9 am and 5 pm on any weekday when banks in Guernsey are open for business.
- 45.5 Subject to Article 45.1, no Member shall (as such) have any right of inspecting any accounting records or other books or documents of the Company except as conferred by the Statutes or authorised by the Directors or by Ordinary Resolution.

46 Common signature

The common signature of the Company may be the Company's name with the addition of the signature(s) of one or more officer(s) of the Company authorised generally or specifically by the Directors for such purpose, or such other person or persons as the Directors may from time to time appoint; or if the Directors resolve that the Company shall have a common seal, the common seal of the Company affixed in such manner as these Articles may from time to time provide, as the Directors may from time to time determine either generally or in any particular case.

47 Share premium and reserves

- 47.1 The Directors shall not be required to but may, acting in their entire discretion, establish an account to be called the Share premium account and shall carry to the credit of such account from time to time a sum equal to the amount or value of the premium paid on the issue of any Share.
- 47.2 The Directors may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same the Directors shall comply with the provisions of the Laws.
- 47.3 The Directors may establish a capital reserve (the **capital reserve**) and either carry to the credit of the capital reserve or apply in providing for depreciation or contingencies all capital appreciation arising on the sale, realisation, transposition, repayment or revaluation of any investments or other capital assets of the Company in excess of the book value thereof. Any loss realised on the sale, realisation, transposition, repayment or revaluation of any investments or other capital assets and any other sum incurred in connection with the assets of the Company, which in the opinion of the Directors is reasonably and fairly apportioned to capital,

may be carried to the debit of the capital reserve except in so far as the Directors may in their discretion decide to make good the same out of other reserves of the Company. All sums carried and standing to the credit of the capital reserve may be applied for any of the purposes to which sums standing to any reserve are applicable. The Directors may, subject to applicable legislation and practice, determine whether any amount received by the Company is to be dealt with as income or capital or partly one and partly the other.

- 47.4 The Company may create such other distributable reserves or other reserves out of profit or capital or reserves as is permissible under the Law.

48 Capitalisation of Profits

- 48.1 Subject to the provisions of the Law, the Directors may, acting in their entire discretion, resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account or otherwise available for distribution, and accordingly that the sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any Shares held by such Members respectively or paying up in full unissued Shares of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, but the share premium account and the capital redemption reserve fund may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members as fully paid bonus Shares.
- 48.2 Whenever such a resolution as aforesaid shall have been passed the Directors shall make all the appropriations and applications of the profits resolved to be capitalised thereby, and all allotments and issues of fully paid Shares, if any, and generally shall do all acts and things required to give effect thereto with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of Shares becoming distributable in fractions, and also to authorise any person to enter on behalf of all the Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further Shares to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, and any agreement made under such authority shall be effective and binding on all such Members.