

COMPANIES HOUSE

Company number 02156364

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

ACA LABORATORY SERVICES LIMITED (Company)

Passed on: 20th November, 2017

On 20th November 2017, the following resolutions were duly passed as written resolution in accordance with the requirements of sections 288 to 300 of the Companies Act 2006 by the requisite majority of the members of the Company.

SPECIAL RESOLUTION

1 THAT the draft regulations attached to these written resolutions be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.

ORDINARY RESOLUTION

2 THAT, in accordance with section 551 of the Act, the directors be unconditionally authorised to allot:

2.1 100,000 ordinary shares of £1 each in the capital of the Company

up to an aggregate nominal amount of £100,000, each having the respective rights and subject to the respective restrictions set out in the articles adopted pursuant to resolution expired.

Director Mr Andrew Chitolie

Signed:



Date: 20th November 2017

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COMPANIES HOUSE

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Company number 02156364

PRIVATE COMPANY LIMITED BY SHARES

Company No. 02156364

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF

ACA LABORATORY SERVICES LIMITED

(Adopted by special resolution passed on 20th November 2017)

INTRODUCTION

1. Interpretation

1.1 In these Articles, unless expressly provided otherwise, the following words have the following

meanings:

Shareholder means any holder of Shares from time to time;

Shares means the ordinary shares of £1 each in the capital of the Company from time to time in issue;

Act means the Companies Act 2006;

Adoption Date means the date of adoption of these Articles;

Alternate Director has the meaning given to it in Article 5.1;

Articles means the Company's articles of association for the time being in force;

Business Day means any day (not being a Saturday or Sunday) when banks generally are open in the City of London for the transaction of general banking business;

Chairman means the chairman of the Company from time to time as determined by the Shareholders' Agreement;

Company means ACA LABORATORY SERVICES LIMITED (Company number 02156364);

Connected has the meaning given in section 252 of the Act, and Connected Parties shall be construed accordingly;

Directors means the directors of the Company from time to time;

Encumbrance means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected) other than liens arising by operation of law;

Group Company means the Company or any of its Subsidiaries in which it holds more than a 50% shareholding from time to time;

Lien Enforcement Notice means a notice in writing which complies with the requirements of Article 16.2,2;

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 (SI 2008/3229), as amended prior to the Adoption Date;

Securities means any debentures, debenture stock, loan notes, loan stock, bonds, certificates of deposit or any other instrument creating or acknowledging indebtedness (whether or not secured) issued by the Company;

Shareholders' Agreement means the shareholders agreement dated on or around the Adoption Date between, amongst others, the Company and the Shareholders (as the same may have been varied, supplemented, adhered to or superseded in accordance with its terms for the time being);

Shareholder means a holder for the time being of any Shares, and Shareholders shall be construed accordingly;

Subsidiary means, in relation to a Holding Company wherever incorporated, a "subsidiary" (as defined in section 1159 of the Act) for the time being and any other company which for the time being is itself a subsidiary (as so defined) of a company which is itself a subsidiary of such Holding Company, and Subsidiaries shall be construed accordingly; and

1.2 A reference in these Articles to:

1.2.1 an Article is a reference to the relevant numbered article of these Articles; and

1.2.2 a model article is a reference to the relevant article,

unless expressly provided otherwise.

1.3 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles (but excluding any statutory modification of them not in force on the Adoption Date).

1.4 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 In these Articles, words denoting the singular include the plural and vice versa and reference to one gender includes the other gender and neuter and vice versa.

1.6 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.6.1 any subordinate legislation from time to time made under it; and

1.6.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

2. Adoption of the Model Articles

2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.

2.2 Model articles 4, 7, 8, 11(2) and (3), 13, 14(1) to (7) (inclusive), 17, 26(5), 27, 28, 29, 38 and 39, shall not apply to the Company.

2.3 Model article 26(1) shall be amended by deleting the article entirely and replacing it with the following:

"26(1) Subject to the provisions contained in Article 11 of the Articles, Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Directors, which is executed by or on behalf of the transferor".

2.4 Model article 20 shall be amended by the insertion of the words "and the secretary" before the words "properly incur".

DIRECTORS

3.0 Number of Directors

3.1 Unless otherwise determined by ordinary resolution, the number of Directors (other than Alternate Directors) shall not be subject to any maximum or minimum

4.0 Proceedings of Directors

4.1 Any decision of the Directors must be taken at a meeting of Directors in accordance with these Articles or must be a decision taken in accordance with Article 4.2 (subject to Article 4.3 and Article 4.4).

4.2 A unanimous decision of the Directors is taken when all Directors indicate to each other by any means that they share a common view on a matter.

4.3 A decision taken in accordance with Article 4.2 may take the form of a resolution in writing, where each Director has signed one or more copies of it, or to which each Director has otherwise indicated agreement in writing.

4.4 A decision may not be taken in accordance with Article 4.2 if the Directors would not have formed a quorum at a Directors' meeting to vote on the matter in accordance with Article 4.6.

4.5 Meetings of the Directors shall take place as frequently as the Directors determine is necessary. Any Director may call a meeting of the Directors.

4.6 The quorum for any meeting of the Directors shall be two Directors, one of which must be the Chairman.

4.7 If the number of Directors in office for the time being is less than two, the Director may make all such decisions affecting the Company as permitted by the Act and these Articles, and the quorum for any Director's meeting pursuant to the Articles shall be constituted by the sole Director.

4.8 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the Chairman (or other chairman of the meeting) shall have a second or casting vote.

4.9 Where decisions of the Directors are taken by electronic means, such decisions shall be recorded by the Directors in permanent form, so that they may be read with the naked eye.

4.10 In any case where, as a result of death or bankruptcy, the Company has no Shareholders and no Directors, the transmittee(s) of the last Shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a Director.

5. Alternate Directors

5.1 Any Director (Appointor) may appoint as an alternate director (Alternate Director) any other Director, or any other person approved by resolution of the Directors, to:

5.1.1 exercise that Director's powers; and

5.1.2 carry out that Director's responsibilities,

in relation to the taking of decisions by the Directors, in the absence of that Alternate Director's Appointor.

5.2 Any appointment or removal of an Alternate Director must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors (Alternate Director Notice).

5.3 The Alternate Director Notice must:

5.3.1 identify the proposed Alternate Director; and

5.3.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate Director that the proposed Alternate Director is willing to act as the Alternate Director of the Director giving the Alternate Director Notice.

5.4 An Alternate Director may act as Alternate Director to more than one Director and has the same rights in relation to any decision of the Directors as that Alternate Director's Appointor.

5.5 Except as these Articles specify otherwise, Alternate Directors:

5.5.1 are deemed for all purposes to be Directors;

5.5.2 are liable for their own acts and omissions;

5.5.3 are subject to the same restrictions as their Appointor;

5.5.4 are not deemed to be agents of or for their Appointor; and

5.5.5 in particular (without limitation), each Alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

5.6 A person who is an Alternate Director but not a Director:

5.6.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating); and

5.6.2 may participate in a unanimous decision of the Directors.

5.7 A Director who is also an Alternate Director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the Directors, but shall not count as more than one Director for the purposes of determining whether a quorum is present.

5.8 An Alternate Director may be paid expenses and may be indemnified by the Company to the same extent as his Appointor but shall not be entitled to receive any remuneration from the Company for serving as an Alternate Director except such part of the Alternate Director's Appointor's remuneration as the Appointor may direct by notice in writing made to the Company.

5.9 An Alternate Director's appointment terminates:

5.9.1 when the Alternate Directors Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

5.9.2 on the occurrence, in relation to the Alternate Director of any event which, if it occurred in relation to his Appointor, would result in the termination of the Appointor's appointment as a Director;

5.9.3 on the death of the Alternate Director's Appointor; or

5.9.4 when the Alternate Director's Appointor appointment as a Director terminates.

6. Transactions or other Arrangements with the Company

6.1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

6.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

6.1.2 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested;

6.1.3 may act by himself or 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;

ACA LABORATORY SERVICES LIMITED

COMPANY NO. 02156364 (the "Company")

MINUTES of a meeting of the directors of the Company held at Ashfields Suite, International House, Cray Avenue, Orpington BR5 3RS

PRESENT:

Andrew Chitolie Director

Dr Ronnie Silva Accountant

1 APPOINT OF CHAIRPERSON, NOTICE AND QUORUM

1.1 Andrew Chitolie was appointed as Chairperson of the meeting. The Chairperson reported that notice of the meeting and the nature of the business to be considered at the meeting had been given to all directors entitled to attend the meeting and that a quorum was present in accordance with Model Article 11(2) of the Company's articles of association ("the Articles"). The meeting then proceeded to business.

2 DIRECTORS' INTEREST

2.1 Andrew Chitolie declared the nature and extent of his interest in the business proposed to be transacted at the meeting in accordance with section 177 Companies Act 2006 (the Act") and the Articles as:

- a) the recipient of the shares set out in paragraph 4(b);
- b) parties to the Shareholders Agreement (as defined in paragraph 4(c)); and

2.2 A written resolution of the shareholders of the Company was presented to the meeting under Model Article 14(2) of the Articles authorising Andrew Chitolie to vote and form part of the quorum on any matter that he was interested.

3 DIRECTORS' DUTIES

3.1 It was noted that, in accordance with the provisions and practices set out in the Act, a requirement exists for all directors to act in such manner as he or she considers, in good faith, would be most likely to promote the success and interests of the Company for the benefit of its members and creditors as a whole and in doing so have regard (amongst other matters) to the provisions and requirements set out in Chapter 2 of Part 10 of the Act ("the Duties").

3.2 It was noted that, prior to any matter being declared as resolved by a director or the meeting, the Duties would be carefully and duly considered.

4 PURPOSE OF THE MEETING

The Chairperson reported that the business of the meeting was to consider and, if though fit:

- a) circulate a written resolution approving the increment by 99,900 new issued ordinary share of £1 to be held by Andrew Chitolie as Ordinary share of £1 and approving and adopting the proposed

new articles of association and authorising the directors to allot shares in the Company (the Written Resolution);

b) approve the proposed allotment and issue of shares in the amounts and to the persons below (Proposed Allotment):

Number of shares of 99,900 of £1.00 each ordinary Shares

c) approve the Company's entry into a shareholders' agreement between the Company and its shareholders (the Shareholders' Agreement);

5 CIRCULATION OF RESOLUTIONS

5.1 The Written Resolution and the Duties were carefully considered.

5.2 Therefore, IT WAS RESOLVED:

a) to approve the Written Resolution in the form produced to the meeting; and

b) to send the Written Resolution to every eligible member of the Company.

6 ADJOURNMENT

6.1 The meeting was adjourned so that the Written Resolution could be submitted to the members of the Company.

7 INCREMENT OF SHARES AND ADOPTION OF ARTICLES OF ASSOCIATION

7.1 The Chairperson requested any director of the Company to update the Company's statutory books to reflect the increment BY 99,900 of the ordinary share of £1 held by Andrew Chitolie as ordinary share of £1 with the rights set out in the newly adopted articles of association, and to file SHO1 at Companies House reflecting such Allotment.

7.2 The Chairperson also requested any director of the Company to arrange for the preparation and delivery to the Registrar of Companies of a copy of the Special Resolution and a print of the new articles of association.

8 ALLOTMENT OF SHARES

8.1 The Chairperson REPORTED that the Company had received payment of the full amount of the subscription monies for the Proposed Allotment payable by each applicant in respect of the shares set out against their respective names in Paragraph 4(b) above.

8.2 The directors considered the terms of the allotment along with the Duties and IT WAS RESOLVED THAT:

a) the Proposed Allotment would promote the success of the Company for the benefit of its members as a whole; and

b) to allot and issue to the applicants the shares set out in paragraph 4(b) above to each of them respectively, credited as fully paid.

8.3 The Chairperson instructed any director of the Company to:

a) prepare the share certificates in respect of the allotted and issued shares and to arrange for the share certificates to be executed by the Company in accordance with section 44 of the Companies Act 2006 and delivered to the applicants; and

b) enter each applicant's name on the register of members of the Company as the holder of the shares allotted and issued to that applicant, and make all other necessary and appropriate entries in the books and registers of the Company.

8.4 The Chairperson also requested any director of the Company to file an SHO1 forms at Companies House reflecting such allotment.

9 SHAREHOLDERS' AGREEMENT

9.1 A draft of the Shareholders' Agreement was produced to the meeting.

9.2 The directors considered the terms of the Shareholders' Agreement along with the Duties and IT WAS RESOLVED THAT:

- a) the terms of the Shareholders' Agreement be and are approved;
- b) any director of the Company be authorised to execute or sign (as appropriate) and date and deliver the Shareholders' Agreement with such amendments, modifications, variations and alterations as he or she may consider necessary or desirable; and
- c) any director of the Company be authorised to do any act, matter or thing, and to execute and deliver any document as he or she may deem necessary or desirable to be done or executed in connection with the Shareholders' Agreement and to approve any amendments (whether or not material) to the Shareholders' Agreement, such approval being conclusively evidenced by the execution or signature of the relevant document,

10 CLOSE

There was no further business and the chairperson declared the meeting closed.



Mr Andrew Chitolie, Chairperson

Date: 20th November 2017

6.1.4 may be a Director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

6.1.5 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person Connected with him) derives from any such transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

7. Secretary

The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

SHARES

7. Share Capital

7.1 The Company's share capital consists of Ordinary Shares subject to Article 15.2, the shares rank *par passu* in all respects.

7.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.

8. Variation of Class Rights

8.1 Whenever the share capital of the Company is divided into different classes of Shares, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding up) by special resolution.

8.2 The creation of a new class of Shares which has preferential rights to one or more existing classes of Shares shall be deemed to constitute a variation of the rights of those existing classes of Shares.

9. Restrictions on Share Dealings

9.1 A Shareholder may not sell, transfer, assign, create any Encumbrance over or otherwise dispose of any of its Shares or of any interest in Shares or any rights attaching to them, except in accordance with these Articles or the Shareholders' Agreement.

10. Transmission of shares

10.1 If title to a share passes to a transmittee, the company may only recognise the transmittee as having any title to that share.

10.2 A transmittee who produces such evidence of entitlement to shares as the directors may properly require:

10.3 may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person, and

10.4 subject to the articles, and pending any transfer of the shares to another person, has the same rights as the holder had.

10.5 But transmittes do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

11. Exercise of transmittes' rights

11.1 Transmittes who wish to become the holders of shares to which they have become entitled must notify the company in writing of that wish.

11.2 If the transmittes wishes to have a share transferred to another person, the transmittes must execute an instrument of transfer in respect of it.

11.3 Any transfer made or executed under this article is to be treated as if it were made or executed by the person from whom the transmittes has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

13. Transmittes bound by prior notices

13.1 If a notice is given to a shareholder in respect of shares and a transmittes is entitled to those shares, the transmittes is bound by the notice if it was given to the shareholder before the transmittes's name has been entered in the register of members.

DECISION-MAKING BY SHAREHOLDERS

14. General Meetings

14.1 No business other than, subject to Article 14.2, the appointment of the Chairman of the meeting is to be transacted at a general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

14.2 The Chairman shall chair general meetings. If there is no Chairman in office for the time being, or the Chairman is unable to attend any general meeting, the Directors present (or, if no Directors are present, the meeting) must appoint another Director present at the meeting (or, if no Directors are present, a Shareholder) to chair the meeting and the appointment of the Chairman of the meeting must be the first business of the meeting.

15. Voting and Proxies

15.1 Subject to Article 15.2 and any other provisions in these Articles concerning voting rights, each Share in the Company shall carry the right to receive notice of and to attend, speak and vote (with each Share carrying one vote) at all general meetings of the Company.

15.2 Should an A Shareholder at any time hold any outstanding Securities, he shall be entitled to one additional vote at all general meetings of the Company for each £1,000 (rounded down to the nearest £1,000) that is outstanding under such Securities at the time of such general meeting (or, if applicable, at the circulation date of a written resolution). For the avoidance of doubt, should the total outstanding amount under the Securities be less than £1,000 he shall be entitled to no additional votes.

15.3 Model article 44(3) shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that model article.

15.4 Model article 45(1) shall be amended by:

15.4.1 the deletion of model article 45(1)(d) and its replacement with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"; and

15.4.2 the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that model article.

16. Lien, Calls on Shares and Forfeiture

16.1 The Company has a lien (the Company's Lien) over every Share which is registered in the name of a person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

16.2 Enforcement of the Company's Lien:

16.2.1 Subject to the provisions of this Article 16.2, if:

16.2.1.1 a Lien Enforcement Notice has been given in respect of a Share; and

16.2.1.2 the person to whom the notice was given has failed to comply with it, the Company may sell that Share in such manner as the Directors decide. **16.2.2** A Lien Enforcement Notice:

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

16.2.2.2 must specify the Share concerned;

16.2.2.3 must require payment of the sum within 14 clear days of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

16.2.2.4 must be addressed either to the holder of the Share or to a transmittee of that holder; and

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

16.2.3 Where Shares are sold under this Article 16.2:

16.2.3.1 the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser; and

16.2.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.

16.2.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:

16.2.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the Lien Enforcement Notice; and

16.2.4.2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Directors has been given for any lost certificates, and subject to a lien equivalent to the Company's Lien over the Shares before the sale for any money payable by that person (or his estate or any joint holder of the Shares) after the date of the Lien Enforcement Notice.

16.2.5 A statutory declaration by a Director or the company secretary that the declarant is a Director or the company secretary and that a Share has been sold to satisfy the Company's Lien on a specified date:

16.2.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share; and

16.2.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the Share.

16.3 Call Notices

16.3.1 Subject to the Articles and the terms on which Shares are issued, the Directors may send a notice (Call Notice) to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (Call) which is payable to the Company at the date when the Directors decide to send the Call Notice.

16.3.2 A Call Notice:

16.3.2.1 may not require a Shareholder to pay a Call which exceeds the total amount of his indebtedness or liability to the Company;

16.3.2.2 must state when and how any Call to which it relates is to be paid; and

16.3.2.3 may permit or require the Call to be made in instalments.

16.3.3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent.

16.3.4 Before the Company has received any Call due under a Call Notice the Directors may:

16.3.4.1 revoke it wholly or in part; or

16.3.4.2 specify a later time for payment than is specified in the notice, by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.

16.3.5 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share:

16.3.5.1 on allotment;

16.3.5.2 on the occurrence of a particular event; or

16.3.5.3 on a date fixed by or in accordance with the terms of issue.

16.4 Forfeiture:

16.4.1 If a person is liable to pay a Call and fails to do so by the Call payment date:

16.4.1.1 the Directors may issue a notice of intended forfeiture to that person; and

16.4.1.2 until the Call is paid, that person must pay the company interest on the Call from the Call payment date at the relevant rate.

16.4.2 A notice of intended forfeiture:

16.4.2.1 may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;

16.4.2.2 must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder;

16.4.2.3 must require payment of the Call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 14 clear days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires);

16.4.2.4 must state how the payment is to be made; and

16.4.2.5 must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.

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

ADMINISTRATIVE ARRANGEMENTS

17. Notices

17.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

17.1.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

17.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;

17.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

17.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 17.1, no account shall be taken of any part of a day that is not a Business Day.

17.2 In proving that any notice, document or other information was properly addressed, it shall suffice to show that the notice, document or other information was addressed to an address permitted for the purpose by the Act.

18. Indemnity and Insurance

18.1 Subject to Article 18.2, but without prejudice to any indemnity to which a Relevant Officer is otherwise entitled:

18.1.1 each Relevant Officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a Relevant Officer in the actual or purported execution and/or discharge of his duties, or in relation thereto including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted, or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part, or in connection with any application in which the court grants him, in his capacity as a Relevant Officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or other Group Company's) affairs; and

18.1.2 the Company may provide any Relevant Officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 18.1 and otherwise may take any action to enable such Relevant Officer to avoid incurring such expenditure.

18.2 This Article 18 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

18.3 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any Relevant Officer in respect of any Relevant Loss.

18.4 In this Article 18:

18.4.1 Relevant Loss means any loss or liability which has been or may be incurred by a Relevant Officer in connection with that Relevant Officer's duties or powers in relation to the Company (or other Group Company) or any pension fund or employees' share scheme of the Company (or other Group Company); and

18.4.2 Relevant Officer means any director or other officer of any Group Company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act).