
GROVE PHARM LIMITED ("the Company")

Company Number: 04041662

WRITTEN RESOLUTION

CIRCULATION DATE: 31 JULY 2011

MONDAY



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31/03/2014

#182

COMPANIES HOUSE

The Directors of the Company propose the following Resolutions as two Special Resolutions and one Ordinary Resolution in accordance with the provisions of Sections 283 and 288 of the Companies Act 2006, that is to say -

(a) SPECIAL RESOLUTION
(new Articles of Association)

THAT the draft regulations attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

(b) SPECIAL RESOLUTION
(disapply pre-emption rights)

That the directors be and they are hereby empowered until 31st December 2014, to allot securities (as defined in s 560 of the Companies Act 2006) of the company under the authority conferred by resolution above as if subs (1) of s 561 of the Companies Act 2006 did not apply to such allotment and the directors shall be entitled to make at any time prior to the expiry of the power hereby conferred any offer or agreement which would or might require securities to be allotted after the expiry of such power and the directors may allot securities in pursuance of such offer or agreement as if the power conferred hereby had not expired **PROVIDED THAT** this power shall be limited to the allotment of securities up to an aggregate nominal amount of £238

(c) ORDINARY RESOLUTION
(Power to allot)

That the directors be and they are hereby generally and unconditionally authorised for the purposes of s549 of the Companies Act 2006 to allot any relevant securities of the Company up to an aggregate nominal amount of £238 during the period from the date on which this resolution is passed up to and including 31st December 2014 on which date such authority will expire unless previously varied or revoked by the Company in general meeting provided that the directors shall be entitled under the authority hereby conferred to make at any time prior to the expiry of such authority any offer or agreement which would or might require such relevant securities as aforesaid to be allotted after the expiry of such authority pursuant to such offer or agreement

Please read the following notes before signifying your agreement to the Resolutions set out above -

Notes

- 1 If you agree to the Resolutions set out above please indicate your agreement by signing and dating this document where indicated below and returning it to the Company at its registered office 344 Baring Road, London, SE12 0DU
- 2 If you do not agree to the Resolutions set out above, you need not do anything. You will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the above Resolutions, you may not revoke your agreement
- 4 Unless sufficient agreement has been received to pass the above Resolutions as Special resolutions and an Ordinary Resolution, as the case may be, before the expiration of a period of 28 days beginning with the circulation date specified above, the Resolutions will lapse
- 5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the Company's Register of Members
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority to the Company or to the Company's solicitors when signifying your agreement to the above Resolutions

Agreement

The undersigned, being all the members of the above named Company for the time being entitled to attend and vote at general meetings of the Company together with those entitled to vote on matters concerning the rights attaching to certain share classes as 31 July 2011 at irrevocably resolve to such Resolutions.

Dated 31 JULY 2011

Mr Bijal Shah

A handwritten signature in black ink, appearing to be 'Bijal Shah', is written over a horizontal line.

BS.

THE COMPANIES ACT 2006

ARTICLES OF ASSOCIATION

OF
GROVE PHARM LIMITED

(Adopted by Special Resolution passed on 31 July 2011)

Incorporated on 27th July 2000

(Company no. 04041662)

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PART 1

INTERPRETATION

Defined terms

1.—(1) In the articles, unless the context requires otherwise—

the "Act" means the Companies Act 2006 as in force on the date of the adoption of these articles,

"holding company" has the meaning in section 1159 of the Act,

"instrument" means a document in hard copy form;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

(2) Unless the context otherwise requires, other words or expressions contained in these articles bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the company

(3) The Model Articles shall, except as hereinafter provided and except insofar as the same are inconsistent with these Articles, apply to the company

(4) Articles 11, 13, 22 and 23 of the Model Articles shall not apply to the company.

PART 2

DIRECTORS

DECISION-MAKING BY DIRECTORS

Quorum for directors' meetings

2.—(1) At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

(2) The quorum for directors' meetings may be fixed from time to time by a decision of the directors, but it must never be less than two, and unless otherwise fixed it is two unless there is only one director, in which case the quorum is one

(3) If the total number of directors for the time being is less than the quorum required, the directors must not take any decision other than a decision—

(a) to appoint further directors, or

(b) to call a general meeting so as to enable the shareholders to appoint further directors

Casting vote

3.—(1) If the numbers of votes for and against a proposal are equal, the chairman or other director chairing the meeting shall not have a casting vote

PART 3 SHARES

Powers to issue different classes of share

4.—(1) Subject to the articles, but without prejudice to the rights attached to any existing share, the company may issue shares with such rights or restrictions as may be determined by ordinary resolution

(2) The company shall have the power to issue different classes of shares, including (but not limited to) Ordinary shares, "A" Ordinary shares, "B" Ordinary shares, "C" Ordinary shares and "D" Ordinary shares

(3) The Ordinary shares, the "A" Ordinary shares, the "B" Ordinary shares, "C" Ordinary shares and the "D" Ordinary shares shall be separate classes of shares for the purpose of the declaration of dividends. The declaration of a dividend in respect of one class of share shall not compel a dividend at the same rate to be declared in respect of any other class of share

(4) On a return of assets on liquidation, reduction of share capital or otherwise, the surplus assets of the company shall be applied first in paying to the holders of the "C" Ordinary shares and "D" Ordinary shares (together, the "Non-equity Shares") an amount of £1 per share and second to the holders of the Ordinary Shares, "A" Ordinary shares and "B" Ordinary shares (together the "Equity Shares"), the remaining surplus assets pro rata to the nominal value of shares held as a proportion of the aggregate nominal value of the issued Equity shares

(5) The holding of Non-equity shares shall not entitle the holder thereof to receive notice of, nor attend, nor vote at any general meeting of the company

(6) Save as set out in Articles 4(3), 4(4) and 4(5) and subject to Article 7 the Ordinary shares, "A" Ordinary shares, "B" Ordinary shares, "C" Ordinary shares and "D" Ordinary shares shall rank *pari passu* in all respects

(7) The company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares

Pre-emption rights

5.—(1) Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities of any Class, those equity securities of that Class shall not be allotted to any person unless the company has first offered them to all members of that same Class, on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a *pari passu* basis and pro rata to the nominal value of shares in that Class held by those members (as nearly as possible without involving fractions).

(2) The offer

- (a) Shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and
- (b) May stipulate that any member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities ("Excess Securities") for which he wishes to subscribe
- (3) Any equity securities not accepted by members pursuant to the offer made to them in accordance with Article 5 (1) shall be used for satisfying any requests for Excess Securities made pursuant to Article 5 (2). If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each member indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members

Variation of class rights:

6.—(1) Whenever the capital of the company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 6 2

(2) The consent of the holders of a class of shares may be given by.

- (a) A special resolution passed at a separate general meeting of the holders of the issued shares of that class; or
- (b) A written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class, but not otherwise. To every such meeting, all the provisions of these Articles and the Act relating to general meetings of the company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class (or one person where there is only one holder of shares of that class) present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be

entitled on a poll to one vote for every such share held by him, and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll. If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum.

Share transfers

7 —(1) 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) No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

(3) The company may retain any instrument of transfer which is registered.

(4) The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

(5) The directors may refuse to register the transfer of a share, and if they do so, the instrument of transfer must be returned to the transferee with the notice of refusal unless they suspect that the proposed transfer may be fraudulent.

(6) If at any time a holder of any Non-equity shares attempts to transfer, charge or otherwise pledge his shares or any interest in them (other than by transmission on the death of the holder) without the prior written consent of the shareholders holding together a majority of the Equity shares the holder shall be required to surrender any and all certificates held by him in relation to Non-equity shares to the company secretary and those shares shall be redeemed by the company in consideration for a payment of an amount equal to £1 per share and if there be insufficient reserves of the company to make such redemption the holder shall be required to transfer all the Non-equity shares held by him at the time of the aforesaid event (a "Mandatory Transfer") in consideration for a payment of an amount equal to £1 per share to such other member or members of the company and at such time as the shareholders holding together a majority of the Equity shares of the company shall in their absolute discretion determine.

The redemption or purchase price (as the case may be) will be paid immediately by the relevant parties.

Should the transferring member refuse to surrender his share certificates for redemption or, in the case where there be insufficient reserves of the company to make such a redemption refuse to execute an instrument of transfer completing the Mandatory Transfer, any one director of the company shall, on pain of making a payment to the member whose shares are being redeemed or transferred, have the authority to execute an instrument of redemption or transfer (as the case may be) on behalf of that member and such instrument shall be binding on that member and may, in the case of a Mandatory Transfer, be relied upon for all purposes by the transferee as transferring good title to the shares in question.

Lien

8.—(1) The company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The company's lien on a share shall extend to any amount payable in respect of it,

(2) The company may sell in such manner as the directors determine any shares on which the company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold,

(3) To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale,

(4) The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

Calls on shares and forfeiture

9.—(1) Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to 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;

(2) A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed,

(3) The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof;

(4) If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as

defined by the Act) but the directors may waive payment of the interest wholly or in part,

(5) An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the articles shall apply as if that amount had become due and payable by virtue of a call,

(6) Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares,

(7) If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited,

(8) If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture,

(9) Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person,

(10) A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the company for cancellation the certificate for the shares forfeited but shall remain liable to the company for all moneys which at the date of forfeiture were presently payable by him to the company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal,

(11) A statutory declaration by a director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share