

Company number: 06254182

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
RESOLUTIONS
OF
SEROCOR HOLDINGS LIMITED (the "Company")

NOTICE is hereby given that on December 21st, 2016 the following resolutions were passed by means of written resolutions

RESOLUTIONS

1. Ordinary resolution

That the directors be and they are hereby authorised and directed to enter into and execute on behalf of the Company the deed of variation in the form attached hereto and, for the purpose of identification, marked "A" (the "**Deed of Variation**") for the purpose of varying a loan and call option agreement dated December 18th, 2012 (the "**Agreement**") which entitles the Company to purchase 182,624 B ordinary shares of £0.01 each, the 236,498 C ordinary shares of £0.01 each and the 50,000 D ordinary shares of £0.01 each held by Miles Hunt in the capital of the Company (the "**MH Shares**")


2. Ordinary resolution

That the purchase by the Company of the MH Shares in accordance with the terms of the Agreement (as varied by the Deed of Variation) be approved for the purpose of section 190 of the Companies Act 2006

3. Special resolution

That the regulations set out in the document attached hereto and, for the purpose of identification, marked "B" be adopted as the articles of association of the Company in substitution for all existing articles of association of the Company

Dated December 21st, 2016


Mark Gawthorne
(Secretary)



THIS DEED IS MADE ON DECEMBER 21, 2016

BETWEEN:

- (1) **SEROCOR HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 06254182 whose registered office is at Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA (the "Lender"), and
- (2) **MILES HUNT** of Warren Chimney, Warren Road, Crowborough TN6 1TX (the "Borrower")

WHEREAS:

- A The Lender and the Borrower are party to a loan and call option agreement dated December 18th, 2012 (the "**Agreement**"), subsequently varied by a side letter dated February 28th, 2013, copies of which are set out in Schedule 1
- B The parties consider that clause 6.1 of the Agreement does not reflect the intentions of the parties. Consequently, the parties wish to amend the Agreement as set out in this Deed with effect from Effective Date (as defined in clause 2)

IT IS AGREED AS FOLLOWS:

1. Terms defined in the Agreement

- 1.1 In this Deed, expressions defined in the Agreement and used in this Deed have the meaning set out in the Agreement. The rules of interpretation set out in the Agreement apply to this Deed

2. Effective Date

This Deed shall come into force immediately following the date (the "**Effective Date**") upon which a special resolution of the members of the Company is passed approving the execution of this Deed by the Company

3. Variation

- 3.1 With effect from the Effective Date, the Parties agree that the words "an employee" be deleted from clause 6.1 of the Agreement and replaced with the words "a director"
- 3.2 Except as set out in clause 3.1, the Agreement shall continue in full force and effect

4. Governing law

- 4.1 This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

5. Jurisdiction

- 5.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

Loan and call option agreement

- (1) Serocor Holdings Limited
- (2) Miles Hunt

Dated 18 DECEMBER 2012

Osborne Clarke

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This Agreement is made on 18 DECEMBER

2012

Between:

- (1) **Serocor Holdings Limited**, a company incorporated in England and Wales with registered number 06254182 whose registered office is at Langstone Technology Park, Langstone Road, Havant, Hampshire PO9 1SA (the "**Lender**"), and
- (2) **Miles Hunt of Warren Chimney**, Warren Road, Crowborough, TN6 1TX (the "**Borrower**")

Background:

The parties wish to enter into this Agreement to record the terms upon which the Lender is to lend to the Borrower a minimum amount of £166,874 on the terms of this Agreement

It is agreed as follows

1 Definitions and Interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following words have the following meanings.

"Agreement" means this Agreement (including any schedule or annexure to it and any document in agreed form)

"Agreed Value" means, in respect of

- (a) the C Ordinary Share, the C Ordinary Share Purchase Price, and
- (b) the D Ordinary Shares, the D Ordinary Share Subscription Price

"Annual Repayment Amount" has the meaning given to it in clause 4.1

"Articles" means the articles of association of the Lender from time to time

"Business Day" means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business

"Completion" means completion of the Option in accordance with clause 6.4

"Condition" has the meaning given to it in clause 6.2

"Consideration" means the consideration payable for the Option Shares calculated in accordance with clause 6.1

"C Ordinary Shares" has the meaning given to it in clause 2.2(a)

"C Ordinary Share Subscription Price" has the meaning given to it in clause 2.2(a)

"D Ordinary Shares" has the meaning given to it in clause 2.2(b)

"D Ordinary Share Subscription Price" has the meaning given to it in clause 2.2(b)

"Employee's Contributions" means an employee's primary Class 1 national insurance contribution or any equivalent social security liability in any jurisdiction outside England and Wales

"Employer's Contributions" means an employer's secondary Class 1 national insurance contributions or any equivalent social security liability in any jurisdiction outside England and Wales.

"Event of Default" has the meaning given to it in clause 5

"Excluded Shares" has the meaning given to it in clause 6 3(b)

"Exercise Notice" means the written notice given by the Lender in accordance with clause 6 3(a)

"Exit" means a sale (in one or more related transactions) of not less than 50 1% of the Shares to a bona fide third party purchaser

"Facility" means the loan facility made available to the Borrower by the Lender on the terms of this Agreement

"ITEPA" has the meaning given to it in clause 9 1(b)

"Loan" means the amount drawn down by the Borrower under the Facility from time to time as reduced from time to time by repayment

"National Insurance Contribution Liability" has the meaning given to it in clause 9 2(b)

"Option" has the meaning given to it in clause 6 1

"Option Period" means the period from the date of this Agreement until the Loan (together with all interest, if any, accrued thereon) has been redeemed in full

"Option Shares" means the C Ordinary Shares and the D Ordinary Shares

"Reorganisation" means in relation to the Lender, any issue by way of capitalisation of profits or reserves or by way of rights and any consolidation or sub-division or reduction of capital or capital dividend or other reconstruction or adjustment relating to the equity share capital (or any shares, stock or securities derived therefrom) and any other amalgamation, arrangement, reconstruction or compromise affecting the share capital (or any shares, stock or securities derived therefrom)

"Repayment Date" has the meaning give to it in clause 4 1

"Serocor Group" means the Lender, its subsidiaries (where applicable), any holding company of the Lender and any subsidiary of any such holding company (from time to time) and **"Group Company"** means any one of them

"Shares" means issued shares in the capital of the Lender from time to time

"Tax Liabilities" has the meaning given to it in clause 9 2

1 2 In this Agreement, unless the context otherwise requires

- (a) words in the singular include the plural and vice versa and words in one gender include any other gender, and
- (b) the table of contents and headings are for convenience only and shall not affect the interpretation of this Agreement

2 Facility

2 1 The Lender shall make the Facility available to the Borrower on terms of this Agreement

2 2 Amounts may be drawn down by the Borrower under the Facility in the following tranches and subject to the following conditions

- (a) a tranche of £156,874 subject to the execution by the Borrower of a binding share purchase agreement(s) in respect of the acquisition by him of an aggregate of 236,498

C ordinary shares of £0.01 each in the capital of the Lender (the "**C Ordinary Shares**") at a price of 66 pence per share (the "**C Ordinary Share Purchase Price**") on or before 31 January 2013 (or such later date as the Lender may agree), and

- (b) a tranche of £10,000 subject to the subscription by the Borrower for an aggregate of 50,000 D ordinary shares of £0.01 each in the capital of the Lender (the "**D Ordinary Shares**") on or before 1 March 2013 (or such later date as the Lender may agree), or, if higher, an amount equal to the aggregate unrestricted market value of the D Ordinary Shares as determined by Her Majesty's Revenue and Customs (the higher of 20 pence per share and such unrestricted market value being the "**D Ordinary Share Subscription Price**"),

subject to in each case to no Event of Default in relation to the Borrower having occurred or subsisting on the date upon which a drawdown request is made in accordance with clause 2.3

- 2.3 The Borrower may request a draw down under the Facility in accordance with clause 2.2 by notice in writing to the Lender

3 Interest

If repayment of the Loan is made in accordance with clauses 4 (Repayment), 5 (Events of Default), 6 (Call Option) or 7 (Exit) the Loan shall not incur interest. If, however, there is any default by the Borrower in repaying the Loan in accordance with clauses 4 (Repayment), 5 (Events of Default), 6 (Call Option) or 7 (Exit) the Borrower shall pay to the Lender interest on the principal of the Loan outstanding from time to time at 4% above the base lending rate for the time being of The Royal Bank of Scotland Plc. Such interest shall accrue from day to day from the first day of the relevant default and shall be payable monthly in arrear.

4 Repayment

- 4.1 Subject to the remaining provisions of this Agreement, an amount equal to 10 per cent of the total aggregate amount drawn down under this Facility together with any interest accrued but unpaid thereon in accordance with clause 3 (or if lower, the balance of the Loan together with any accrued but unpaid interest) (the "**Annual Repayment Amount**") shall be repaid on 31 December in each year following the first drawdown by the Lender under the Facility (each, a "**Repayment Date**") (provided that the first Repayment Date shall not be earlier than 31 December 2013) until the Loan (together with all accrued but unpaid interest) is discharged in full.
- 4.2 Subject to clause 4.5, the Borrower hereby irrevocably authorises and instructs the Lender to withhold and apply against the Annual Repayment Amount (at the Lender's option) when due the net amount (after the deduction or withholding of any applicable tax the Lender is required by law to make) of any bonus to be paid by the Lender to the Borrower in connection with the Borrower's employment by any member of the Lender's Group, and provided, for the avoidance of doubt, in the event that the Lender does not withhold any such sum or if the aggregate of such sums is less than the applicable Annual Repayment Amount, the Borrower shall pay any shortfall not later than the fifth Business Day following the relevant Repayment Date (which shall be deemed to be the due date for payment in respect of such amount).
- 4.3 Without prejudice to the Borrower's obligations to repay the Annual Repayment Amount in accordance with clause 4.1 and 4.2 above, and subject to clause 4.5, the Borrower hereby irrevocably authorises and instructs the Lender to withhold and apply against the Loan (at the Lender's option and by way of additional repayment) the net amount (after the deduction or withholding of any applicable tax the Lender is required by law to make) of any dividend to be paid by the Lender to the Borrower.
- 4.4 Subject to clause 4.5, the Borrower may repay all or part only of the Loan at any time (together with all interest accrued and unpaid on it, if applicable) without notice or penalty.

- 4 5 Save with the consent of the Lender or on a repayment of the Loan in accordance with clause 6 4(b) or clause 7, the minimum balance of the Loan shall not be less than £1 at any time, and accordingly the Borrower shall not repay without the consent of the Lender, and the Lender shall not be obliged to apply any sums (in accordance with clauses 4 2 and 4 3) against, such minimum balance

5 **Events of Default**

Notwithstanding any other provisions of this Agreement, if any of the following events (each, an "**Event of Default**") occurs then (subject to clause 4 5) the full amount of the Loan will become immediately due and payable

- (a) the Borrower fails to make any payment on the due date under this Agreement and such failure is not remedied within 14 days of notice from the Lender to the Borrower requiring such remedy; or
- (b) any person takes any action or any legal procedure is commenced or other steps taken (including the making of an application, the presentation of a petition, the filing or service of a notice or the passing of a resolution) with a view to the presentation of a bankruptcy petition against of the Borrower or anyone asks a court to declare, or the court declares any Borrower bankrupt pursuant to the law of any other application jurisdiction unless the relevant action, step, legal procedure or request is frivolous or vexatious and is discharged or dismissed within 14 days of commencement

6 **Call option**

6 1 **Grant of Option**

Subject to the condition in clause 6 2 and in consideration of the Lender advancing the Loan to the Borrower, the Borrower grants to the Lender an option to purchase the Option Shares at the Agreed Value on the terms set out in this Agreement (the "**Option**") in the event that the Borrower ceases to be an employee of at least one Group Company for any reason

6 2 **Condition**

Completion of the sale and purchase of the Option Shares in accordance with this clause 6 is conditional on a special resolution of the Lender being passed approving the terms of this Agreement in accordance with section 694(2) of the Companies Act 2006 (the "**Condition**")

6 3 **Exercise of Option**

- (a) The Option shall be exercised by the Lender giving the Borrower an Exercise Notice at any time during the Option Period in accordance with clause 6 3(b) which shall include
 - (i) the date on which the Exercise Notice is given,
 - (ii) a statement to the effect that the Lender is exercising the Option,
 - (iii) the Agreed Value in respect of the relevant Option Shares,
 - (iv) a date, which is no less than three and no more than 15 Business Days after the date of the Exercise Notice or the satisfaction of the Condition (whichever is the later), on which Completion is to take place, and
 - (v) a signature by or on behalf of the Lender
- (b) The Option may be exercised only in respect of all of the Option Shares, save that any Option Shares which the Lender may not lawfully buy back on the date specified in the Exercise Notice shall be deemed not to be Option Shares for the purposes of this clause 6 3(b) (such shares being "**Excluded Shares**") The Lender may, at any time thereafter during the Option Period serve a further Exercise Notice in respect of the Excluded Shares in accordance with clause 6 3(a)

- (c) Once given, an Exercise Notice may not be revoked without the written consent of the Borrower
- (d) The Option Shares shall be sold with full title guarantee free from all liens, charges and encumbrances and with all rights attached to them at the date of Completion

6.4 Completion

- (a) Completion shall take place at the Lender's registered office (or such other place as the parties may agree) on the date specified in the Exercise Notice or such later date as the parties may agree
- (b) On Completion, the Borrower shall repay the balance of the Loan to the Lender whereupon the Lender shall immediately pay the Consideration to the Borrower
- (c) The Borrower shall deliver to the Lender at Completion his share certificate in respect of the relevant Option Shares

6.5 Borrower confirmations

The Borrower represents and warrants to the Lender that

- (a) he has full power and authority to grant the Option on the terms and conditions of this Agreement, and
- (b) subject to clause 7, upon the acquisition by him of the Option Shares as referred to in clause 2.2, he will be, and will remain during the Option Period, the legal and beneficial owner of the Option Shares from time to time, subject only to the Option

7 Exit

The Borrower shall be free to dispose of the Option Shares pursuant to an Exit, provided that, in the event of a disposal of any Option Shares by the Borrower pursuant to an Exit, the Loan shall be repaid in full (together with any interest accrued but unpaid thereon) within 5 Business Days following completion of the Exit

8 Reorganisation

If any Reorganisation takes place after the date of this Agreement but prior to the discharge of the Loan

- (a) the Agreed Value shall be adjusted appropriately to take account of any increase or decrease in the number of Shares following a Reorganisation and any sum paid or received by the Borrower in consequence of a Reorganisation or the exercise or non-exercise of a right or power thereunder,
- (b) all shares, stock and other securities (if any) to which the Borrower (or its nominees) become legally or beneficially entitled as a result of each such Reorganisation, and to the extent to which they derive (whether directly or indirectly) from the Option Shares, shall be deemed to be subject to the Option and shall be transferred to the Lender (or as the Lender may direct) in accordance with clause 6.3, provided that nothing in this clause 8 shall be construed as imposing any obligations on the Borrower either to exercise or to refrain from exercising any rights or powers conferred on it by or deriving from the Option Shares, and
- (c) References in this agreement to the Agreed Value, Option Shares and the Consideration shall be construed so as to give full effect to this clause 8

9 Tax indemnity

- 9.1 The Borrower shall be accountable for any income tax liability and National Insurance Contribution Liability which is chargeable on any assessable income deriving from

- (a) the Loan, the Option or the acquisition, holding or disposal of the Option Shares, and
 - (b) any action, event or thing done or omitted to be done following the Borrower's acquisition of the Option Shares which directly or indirectly gives rise to a liability under the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA") in respect of the Option Shares (including the entering into of an election under section 431 of ITEPA)
- 9 2 In respect of such assessable income the Borrower shall indemnify the Lender and (at the direction of the Company) any Group Company which is or may be treated as the employer of the Borrower in respect of the following (together, the **"Tax Liabilities"**)
- (a) any income tax liability, and
 - (b) the aggregate of all the Employee's Contributions, and, to the extent permitted by law all the Employer's Contributions (together, the **"National Insurance Contribution Liability"**)
- 9 3 Pursuant to the indemnity set out in clause 9 2, the Borrower shall make such arrangements as the Lender requires to meet the cost of the Tax Liabilities, including at the direction of the Lender any of the following
- (a) making a cash payment of an appropriate amount to the relevant Group Company whether by way of cheque, banker's draft or deduction from salary in time to enable that Group Company to remit such amount to HM Revenue & Customs before the 14th day following the end of the month in which the event giving rise to the relevant Tax Liabilities occurs,
 - (b) appointing the Company as agent and/or attorney for the sale of sufficient of the Option Shares to cover the Tax Liabilities and authorising the payment to the relevant Group Company of the appropriate amount (including all reasonable fees, commissions and expenses incurred by the relevant Group Company in relation to such sale) out of the net proceeds of sale of the Option Shares, and
 - (c) entering into an election whereby the employer's liability for Employer's Contributions is transferred to the Borrower on terms set out in the election and approved by HM Revenue & Customs
- 10 **Payments**
- All payments of principal (and where applicable, interest) under this Agreement shall be made by the Borrower without set-off or deduction in cleared funds to the Lender's account at National Westminster Bank Plc, 23 West Street, Havant, Hants PO9 1EU, account number 89556321, sort code 60-10-20
- 11 **Notices**
- 11 1 Any notice to a party under this Agreement shall be in writing signed by or on behalf of the party giving it and shall, unless delivered to a party personally, be left at, or sent by prepaid first class post to the address of the party as set out page 1 of this Agreement or such other address as a party may notify the other in writing from time to time
- 11 2 A notice shall be deemed to have been served
- (a) at the time of delivery if delivered personally or left at an address, and
 - (b) 48 hours after posting in the case of an address in the United Kingdom and 96 hours after posting for any other address

12 **Miscellaneous**

12 1 Neither of the parties to this Agreement shall assign or transfer any of its rights and/or obligations under this Agreement without the previous written consent of the other party

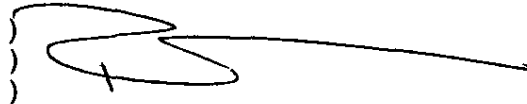
13 **Governing law and jurisdiction**

13 1 This Agreement and any dispute, controversy, proceedings, claim or obligation of whatever nature arising out of or in any way relating to it, its subject matter or formation (whether contractual or non-contractual) is governed by and shall be construed in accordance with English law

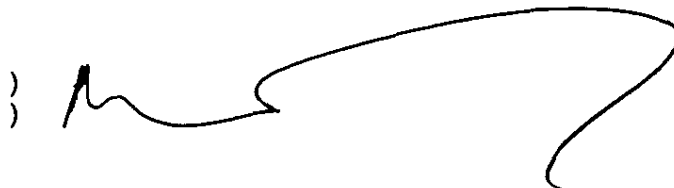
13 2 Each of the parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute, controversy, proceedings, claim or obligation (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation

13 3 **This Agreement** has been signed on the date appearing at the head of page 1

Signed by •
for and on behalf of
Serocor Holdings Limited

) 

Signed by
Miles Hunt

) 

Mr Miles Hunt
Warren Chimney
Warren Road
Crowborough
Sussex
TN6 1TX

28 February 2013

Dear Miles,

Variation of loan and call option agreement between (1) Serocor Holdings Limited and (2) Miles Hunt dated 18 December 2012 (the "Loan and Call Option Agreement")

We refer to the Loan and Call Option Agreement. Capitalised words and expressions used in this letter shall have the same meaning given to them in the Loan and Call Option Agreement unless the context otherwise requires

This letter is supplemental to and amends the Loan and Call Option Agreement. Save as amended by this letter, the provisions of the Loan and Call Option Agreement shall continue in full force and effect. To the extent there is any conflict between the provisions of the Loan and Call Option Agreement and this letter, the provisions of this letter shall prevail

The terms of the Loan and Call Option Agreement are varied as follows

- (a) the following definitions shall be added to clause 1.1.
 - "B Ordinary Shares"** has the meaning given to it in clause 2.2(c)", and
 - "B Ordinary Share Subscription Price"** has the meaning given to it in clause 2.2(c)";
- (b) the definition of "Agreed Value" in clause 1.1 shall be amended by the insertion of the following words as a new part (c) to that definition
 - "the B Ordinary Shares, the B Ordinary Share Subscription Price",**
- (c) the definition of "Option Shares" in clause 1.1 shall be amended by the insertion of the following words after "means the".
 - "B Ordinary Shares,"**, and
- (d) The following shall be added as a new clause 2.2(c)
 - "a tranche of £73,049.60 subject to the subscription by the Borrower for an aggregate of 182,624 B ordinary shares of £0.01 each in the capital of the Lender (the "B Ordinary Shares") at a price of 40 pence per share (the "B Ordinary Share Subscription Price") on or before 28 February 2013 (or such later date as the Lender may agree),"**

This letter (together with the Loan and Call Option Agreement) sets out the entire agreement and understanding between the parties in respect of the subject matter of the Loan and Call Option Agreement

No express or implied term of this letter is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it



This letter and any dispute, claim or obligation (whether contractual or non-contractual) arising out of or in connection with it, its subject matter or formation shall be governed by English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this letter, its subject matter or formation.

Please countersign this letter by way of acknowledgement and agreement to its terms.

Yours sincerely

.....

Director

Duly authorised for and on behalf of

Serocor Holdings Limited

I hereby acknowledge, accept and agree to the terms of the above letter.

.....

Miles Hunt

Date

SIGNED as a DEED by
SEROCOR HOLDINGS LIMITED
acting by a director in the presence of



Signature


WITNESS

Signature

Print name

Address

Occupation


GEORGINA KELDIE
FLAT 4, DAVIS COURT
FINTINGTON
W. SUSSEX PO18 9LL
EXECUTIVE ASSISTANCE

SIGNED as a DEED by
MILES HUNT



Signature

in the presence of


WITNESS

Signature

Print name

Address

Occupation


HEATHER C EASTHAM
LARKS PUR.
SOUTH CRESCENT
RIPON, NORTH YORKSHIRE HG4 1SN
VETERINARY SURGEON



Articles of Association of

Serocor Holdings Limited

(Private company limited by shares)

as adopted by written resolution passed on 21 December 2016

Osborne Clarke

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

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Fax +44 117 917 3005

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The Companies Act 2006

Private company limited by shares

Articles of Association

of

Serocor Holdings Limited

Part 1

Interpretation, Limitation of Liability and Other Miscellaneous Provisions

It is agreed as follows

1 Defined terms

In these articles, unless the context requires otherwise

"A Director" means a director of the Company appointed by the holder(s) of the A Shares under article 13 (*The A Directors*)

"Adjusted PBT Threshold" has the meaning set out in article 35 2 (*Rights attaching to the Shares*)

"Adjustment Event" has the meaning set out in article 35 2 (*Rights attaching to the Shares*)

"A Shareholder" means a holder of A Shares

"A Shares" means A shares of 1 penny each in the capital of the Company

"Acting in Concert" has the meaning set out in the City Code on Takeovers and Mergers (as amended from time to time)

"Acts" means the Companies Acts and every other statute, order, regulation, or other subordinate legislation from time to time in force concerning companies and affecting the Company

"alternate" or "alternate director" has the meaning set out in article 17 (*Appointment and removal of alternates*)

"Annual Market Value Statement" has the meaning set out in article 43 5(c) (*Mandatory transfers*)

"appointor" has the meaning set out in article 17 (*Appointment and removal of alternates*)

"Approved Offer" means an irrevocable offer in writing that is for all the shares in the capital of the Company, which has been approved by the Board, and where the terms of such an offer are equal as between the A Shares, the B Shares and the C Shares and where the amount

offered for the D Shares is calculated in accordance with article 35 2(b) (*Rights attaching to the Shares*)

"articles" means the Company's articles of association as altered or varied from time to time (and **"article"** means a provision of the articles)

"Asset Sale" means the disposal by the Company of all or substantially all of its undertaking and assets

"associated company" has the meaning set out in Section 256, CA2006

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

"Available Assets" has the meaning set out in article 35 2 (*Rights attaching to the Shares*)

"Board" means the board of directors of the Company from time to time

"B shares" means B shares of 1 penny each in the capital of the Company

"CA2006" means the Companies Act 2006

"call" has the meaning set out in article 24 1 (*Call notices*)

"Called Shareholders" has the meaning set out in article 45 1 (*Drag Along*)

"Called Shares" has the meaning set out in article 45 1 (*Drag Along*)

"call notice" has the meaning set out in article 24 1 (*Call notices*)

"call payment date" has the meaning set out in article 28 (*Failure to comply with call notice automatic consequences*)

"Cessation Date" has the meaning set out in article 43 1 (*Mandatory transfers*)

"Company" means Serocor Holdings Limited

"Companies Acts" has the meaning set out in Section 2, CA2006

"Company's lien" has the meaning set out in article 22 (*Company's lien*)

"conflicted director" has the meaning set out in article 10 1 (*Authorisation of conflicts of interest*)

"conflict situation" has the meaning set out in article 10 1 (*Authorisation of conflicts of interest*)

"Controlling Interest" means an interest in shares (as defined in Schedule 1 of the CA2006) conferring in aggregate more than 50% of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue

"C Shares" means C shares of 1 penny each in the capital of the Company

"Deferred Shares" means deferred shares of 1 penny each in the capital of the Company

"Distributed Proceeds" has the meaning given to it in article 35 2 (*Rights attaching to the Shares*)

"distribution recipient" has the meaning set out in article 49 (*Payment of dividends and other distributions*)

"document" includes, unless otherwise specified, any summons, notice, order, register, certificate or other legal process and includes any such document sent or supplied in electronic form

"D shares" means D shares of 1 penny each in the capital of the Company

"electronic form" has the meaning set out in Section 1168, CA2006

"eligible director" means a director who would have been entitled to vote on the matter had it been proposed as a resolution at a directors' meeting (but excluding any director whose vote is not to be counted in respect of the resolution in question)

"Exit Notice" has the meaning set out in article 45 2 (*Drag Along*)

"Exit Option" has the meaning set out in article 45 1 (*Drag Along*)

"financial period" means each period of 12 months commencing on 1 March, being the financial year of the Company

"fully paid" in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company

"Good Leaver" has the meaning set out in article 43 5 (a) (*Mandatory transfers*)

"Group" means the Company and its subsidiaries from time to time

"Group Company" means any company from time to time within the Group

"hard copy form" has the meaning set out in Section 1168, CA2006

"holding Company" has the meaning set out in Section 1159, CA2006

"Leaver" has the meaning set out in article 43 1 (*Mandatory transfers*)

"Leaver Relation" has the meaning set out in article 43 1 (*Mandatory transfers*)

"lien enforcement notice" has the meaning set out in article 23 (*Enforcement of the Company's lien*)

"Liquidation" has the meaning set out in article 35 2 (*Rights attaching to the shares*)

"Listing" means the becoming effective of a listing of the Company's securities on a Stock Exchange or the granting of permission for any of the Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began

"Majority Sellers" has the meaning set out in article 45 1 (*Drag along*)

"Majority Sellers' Shares" has the meaning set out in article 45 1 (*Drag along*)

"Market Value" has the meaning set out in article 43 5 (b) (*Mandatory transfers*)

"Model articles" means the model articles for private companies limited by shares as set out in Schedule 1 to The Companies (Model articles) Regulations 2008 (SI 2008/3229)

"nil paid" in relation to a share, means that none of that share's nominal value or any premium at which it was issued has been paid to the Company

"occupational pension scheme" has the meaning set out in Section 235(6), CA2006

"Ordinary Share" has the meaning set out in article 35 3(e) (*Rights attaching to shares*)

"parent undertaking" has the meaning set out in Section 1162, CA2006

"partly paid" in relation to a share, means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company

"percentage reduction" has the meaning given to it in article 35 2 (*Rights attaching to the Shares*)

"Post-Adjustment Event Period Fraction" has the meaning given to it in article 35 2 (*Rights attaching to the Shares*)

"Pre-Adjustment Event Period Fraction" has the meaning given to it in article 35 2 (*Rights attaching to the Shares*)

"Privileged Relation" means in relation to a member, the spouse, civil partner or widow, widower or surviving civil partner of the member and the member's children and grandchildren (including step and adopted children and their issue and step and adopted children of the member's children)

"Purchaser Securities" means equity securities issued by any purchaser to the members in consideration of a Sale or Asset Sale

"relevant director" means any director or former director

"relevant loss" means any costs, charges, losses, expenses and liabilities which have been or may be incurred by a relevant director, secretary or other officer in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, any associated Company or any pension fund (including any occupational pension scheme) or employees' share scheme of the Company or associated Company

"relevant rate" has the meaning set out in article 28 2 (*Failure to comply with call notice automatic consequences*)

"Relevant Securities" means all shares or other securities convertible into or carrying the right to subscribe for shares issued by the Company after the date of adoption of these Articles, but excluding any shares which the Company is required to issue by reason of a right specifically attached to shares under these articles

"Sale" means the sale or other disposal (whether by one transaction or a series of related transactions) of a Controlling Interest in the Company

"Sale Notice" has the meaning set out in article 43 1 (*Mandatory transfers*)

"Sale Price" has the meaning set out in article 43 1 (*Mandatory transfers*)

"Sale Shares" has the meaning set out in article 43 1 (*Mandatory transfers*)

"Sale Shares Purchaser" has the meaning set out in article 43 3 (*Mandatory transfers*)

"Shares" means the A Shares, the B Shares, the C Shares and the D Shares

"Shareholder" means any holder of Shares

"Stock Exchange" means The London Stock Exchange plc (including the Alternative Investment Market operated by The London Stock Exchange plc), ICAP Securities & Derivatives Exchange Limited (including the ISDX Growth Market and ISDX Main board operated by ICAP Securities and Derivatives Exchange Limited) or any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000) and their respective share dealing markets

"subsidiary" has the meaning set out in Section 1159, CA2006

"subsidiary undertaking" has the meaning set out in Section 1162, CA2006

"Third Party Purchaser" has the meaning set out in article 45 1 (*Drag along*)

"Threshold PBT" means such amount (expressed in pounds sterling) as may be agreed in writing by the Company and the holder(s) of not less than 75% of the issued share capital of each class of Share

"transmittee" means a person entitled to a share by reason of the death or bankruptcy of a shareholder or otherwise by operation of law

"Wholly-owned Group" means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate) with all such terms construed in accordance with the CA2006

"working day" has the meaning set out in Section 1173, CA2006

"writing" means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods and **"written"** shall be construed accordingly

- 1 1 Unless the context otherwise requires (or unless otherwise defined or stated in these articles), words or expressions defined in the Model articles shall have the same meaning in these articles. Any other words and expressions contained in these articles and/or the Model articles shall have the same meaning as in the CA2006 as in force from time to time
- 1 2 The Model articles shall apply to the Company save insofar as they are excluded or modified by or are inconsistent with these articles, and the Model articles (except insofar as so excluded, modified or inconsistent) together with these articles shall be the articles of association of the Company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force)
- 1 3 The following articles of the Model articles shall be excluded in their entirety from applying to the Company
 - (a) article 14 (*Conflicts of interest*),
 - (b) article 21 (*All shares to be fully paid up*),
 - (c) article 48 (*Means of communication to be used*),
 - (d) article 52 (*Indemnity*), and
 - (e) article 53 (*Insurance*)
- 1 4 References in the articles to a document or information being sent or supplied by or to a Company (including the Company) shall be construed in accordance with the provisions of Section 1148(3), CA2006 and any reference to **"sent"** or **"supplied"** (or other similar term) shall be construed in accordance with the provisions of Section 1148(2), CA2006

Part 2

Directors and Secretary

Directors' powers and responsibilities

2 Directors may delegate

Article 5(1) of the Model articles is modified by the addition, at the end of that article, of the words

"(including whether any such delegation shall be made either collaterally with or to the exclusion of the powers otherwise conferred on the directors under the articles)"

Decision-making by Directors

3 Directors to take decisions collectively

If

- (a) the Company has only one director for the time being, and
- (b) no provision of the articles requires it to have more than one director,

save as provided otherwise in the articles the general rule does not apply, and the director may (only for so long as he remains the sole director) take decisions without regard to any of the provisions of the articles relating to directors' decision-making

Article 7(2) of the Model articles is modified accordingly

4 Unanimous decisions

- 4 1 A unanimous decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it or to which each eligible director has otherwise indicated agreement in writing

Article 8(2) of the Model articles is modified accordingly

- 4 2 Article 8(3) of the Model articles shall be excluded from applying to the Company

- 4 3 A decision may not be taken in accordance with this article 4 if the eligible directors would not have formed a quorum at a directors' meeting held to discuss the matter in question

Article 8(4) of the Model articles is modified accordingly

5 Calling a directors' meeting

Save as otherwise provided in the articles, notice of a directors' meeting must be given to each director, but need not be in writing

Article 9(3) of the Model articles is modified accordingly

6 Participation in directors' meetings

- 6 1 Article 10(1)(b) of the Model articles is modified by the addition, after the word "communicate", of the words

"orally, including by means of telephone, video conference or other audio or audio-visual link"

- 6 2 Article 10(2) of the Model articles is modified by the addition, at the end of that article, of the words

”, provided that all persons participating in the meeting can hear each other “

7 **Quorum for directors' meetings**

- 7 1 Save in respect of the first directors' meeting of the Company where the quorum shall be one (unless so fixed by the directors at any other number) and subject to Section 175(6), CA2006, the quorum for the transaction of the business of the directors may be fixed from time to time by a decision of the directors, and unless otherwise so fixed it shall (save as provided in article 7 2 or any other provision of the articles) be two, one of whom must (for so long as there are A Shares in issue representing not less than 20 per cent of the total number of Shares in issue) be an A Director

- 7 2 In relation to any meeting (or part of any meeting) held pursuant to article 10 (*Authorisation of conflicts of interest*), if, at the relevant time, the Company has only one director other than the conflicted director, the quorum for such meeting (or the part thereof dealing with the authorisation pursuant to article 10 (*Authorisation of conflicts of interest*)) shall be one eligible director

Article 11(2) of the Model articles is modified accordingly

8 **Chairing of directors' meetings**

If the chairman is unwilling to chair a directors' meeting or is not participating in a directors' meeting within ten minutes of the time at which it was to start or, if at any time during the meeting, the chairman ceases to be a participating director, the participating directors must appoint one of themselves to chair it (or chair such part of it in relation to which the chairman ceases to be a participating director, as the case may be)

Article 12(4) of the Model articles is modified accordingly

9 **Casting vote**

- 9 1 If, at a meeting of the directors, the numbers of votes for and against a proposal are equal, the chairman or other director appointed to chair the meeting pursuant to article 8 (*Chairing of directors' meetings*) shall have a casting vote
- 9 2 But this does not apply if, in accordance with the articles, the chairman or other director is not to be counted as participating in the decision making process for quorum or voting purposes

10 **Authorisation of conflicts of interest**

- 10 1 Subject to and in accordance with the CA2006

(a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "**conflicted director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**conflict situation**"),

(b) any authorisation given in accordance with this article 10

(i) may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the conflicted director and any other interested director

from certain directors' meetings, withholding from him or them certain board papers or other papers and/or denying him or them access to certain confidential Company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated, and

(ii) shall be effective only if

(A) any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting either the conflicted director or any other interested director, and

(B) the matter or situation was agreed to and any relevant resolution was passed without counting the votes of the conflicted director and without counting the votes of any other interested director (or such matter or situation would have been so agreed and such relevant resolution would have been so passed if their votes had not been counted), and

(c) in considering any request for authorisation in respect of a conflict situation, the directors shall be entitled to exclude the conflicted director from any meeting or other discussion (whether oral or written) concerning the authorisation of such conflict situation and they shall also be entitled to withhold from such conflicted director any board papers or other papers concerning the authorisation of such conflict situation

10 2 If any conflict situation is authorised or otherwise permitted under the articles, the conflicted director (for as long as he reasonably believes such conflict situation subsists)

(a) shall not be required to disclose to the Company (including the directors or any committee) any confidential information relating to such conflict situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person in relation to such matter, office, employment or position,

(b) shall be entitled to attend or absent himself from all or any meetings of the directors (or any committee) at which anything relating to such conflict situation will or may be discussed, and

(c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, board papers (or those of any committee of the directors)) relating to any such conflict situation and/or for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such conflicted director shall not be in breach of any general duty he owes to the Company pursuant to Sections 171 to 177 (inclusive), CA2006 and the provisions of this article 10 shall be without prejudice to any equitable principle or rule of law which may excuse the conflicted director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under the articles

10 3 For the purposes of this article 10, an interest of a person who is, for any purpose of the CA2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

11 Directors may have interests and vote and count for quorum

11 1 Provided permitted by the Acts, and provided he has disclosed to the other directors the nature and extent of his interest pursuant to Section 177 or 182, CA2006 or otherwise pursuant to the articles (as the case may be), a director, notwithstanding his office

- (a) may be a party to, or otherwise directly or indirectly interested in any contract, arrangement, transaction or proposal with the Company or in which the Company is otherwise interested and may hold any other office or position of profit under the Company (except that of auditor or of auditor of a subsidiary of the Company) in addition to the office of director and may act by himself or through his firm in a professional capacity for the Company and in any such case on such terms as to remuneration and otherwise as the directors may arrange either in addition to or in lieu of any remuneration provided for by any other article,
- (b) may be a member, director or other officer of, or employed by, or hold any other office or position with, or be directly or indirectly interested in any contract, arrangement, transaction or proposal with or a party to or otherwise directly or indirectly interested in, any subsidiary of the Company or any holding Company of the Company and any of such holding Company's subsidiaries or subsidiary undertakings or any other body corporate promoted by the Company or in which the Company is otherwise interested,
- (c) shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from
 - (i) any matter, office, employment or position which relates to a conflict situation authorised in accordance with article 10 (*Authorisation of conflicts of interest*), or
 - (ii) any office, employment, contract, arrangement, transaction or proposal or other interest permitted pursuant to paragraphs (a) and (b) of this article,

and no contract, arrangement, transaction or proposal shall be avoided on the grounds of any director having any such interest or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit authorised in accordance with article 10 (*Authorisation of conflicts of interest*) or permitted pursuant to paragraphs (a) or (b) or (c) of this article and the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, CA2006

11 2 For the avoidance of doubt, a director may be or become subject to one or more conflict situations as a result of any matter referred to in paragraph (b) of article 11 1 without requiring authorisation under the provisions of article 10 (*Authorisation of conflicts of interest*) provided he has declared, as soon as reasonably practicable, the nature and extent of his interest in the conflict situation. The provisions of Section 177(2), Section 177(3), Section 177(5), Section 177(6), Section 184 and Section 185, CA2006 shall be applied (with any necessary modifications) in respect of any such declaration

11 3 Subject to Section 175(6), CA2006 and save as otherwise provided in the articles, a director may vote at any meeting of the directors or any meeting of any committee of which he is a member on any resolution and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or meeting of any committee of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest or duty. This article does not affect any obligation of a director to disclose any such interest, whether pursuant to Section 177, CA2006, Section 182, CA2006 or otherwise

11 4 Subject to article 11 5, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the

chairman whose ruling in relation to any director other than the chairman is to be final and conclusive (except in a case where the nature or extent of any interest of the director has not been fairly disclosed)

- 11 5 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes
- 11 6 For the purposes of this article 11, an interest of a person who is, for any purpose of the CA2006 (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

12 Records of decisions to be kept

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors. Notwithstanding the provisions of article 3 (*Directors to take decisions collectively*), where the Company only has one director, the provisions of this article 12 shall apply to any decision taken by such director, howsoever taken by him

Article 15 of the Model articles is modified accordingly

Appointment of Directors

13 The A Directors

- 13 1 For so long as the A Shares in issue represent at least 20% of the total number of Shares in issue, the holder or holders from time to time of a majority of the A Shares shall be entitled to appoint two persons as directors of the Company (any such person being referred to as an "A Director") and to remove from office any person so appointed and (subject to such removal) to appoint another person in his place
- 13 2 The chairman of the board of directors of the Company (if any) shall be appointed by the holder or holders from time to time of a majority of the A Shares, who may remove from office any person so appointed and (subject to such removal) appoint another person in his place

Article 12 of the Model articles is modified accordingly

- 13 3 Any appointment or removal of an A Director pursuant to article 13 1 or chairman pursuant to article 13 2 shall be by signed instrument in writing served on the Company on behalf of the holder or holders from time to time of a majority of the A Shares and shall take effect on and from the date on which such instrument is lodged or deposited at the registered office of the Company or sent or supplied to such other address (including electronic address) designated for the purpose

14 Methods of appointing directors

In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee of the last shareholder to have died or to have had a bankruptcy order made against him, as the case may be, shall have the right, by notice in writing to the Company, to appoint any one person to be a director, provided such person is a natural person in accordance with Section 155, CA2006 and provided such person is willing to be so appointed and is otherwise permitted by law to be a director of the Company

Article 17(2) of the Model articles is modified accordingly

15 Termination of director's appointment

15 1 A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the CA2006 or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, he is admitted to hospital in pursuance of an application for admission for treatment under any mental health legislation for the time being in force in any part of the United Kingdom or a court having jurisdiction (whether in the United Kingdom or elsewhere) makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have, or
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms, or
- (g) that person has, for more than six consecutive months, been absent without permission of the directors from meetings of directors held during that period and the directors make a decision that that person's office be vacated

Article 18 of the Model articles is modified accordingly

16 Directors' expenses

16 1 The Company may pay any reasonable expenses which the directors and the Company secretary (if any) properly incur in connection with their attendance at (or returning from)

- (a) meetings of directors or committees of directors,
- (b) general meetings, or
- (c) separate meetings of the holders of any class of shares or of debentures of the Company,

or otherwise in connection with the business of the Company, the exercise of their powers and the discharge of their duties and responsibilities in relation to the Company

Article 20 of the Model articles is modified accordingly

Alternate directors

17 Appointment and removal of alternates

17 1 Any director (other than an alternate director) (the "**appointor**") may appoint as an alternate any other director, or any other person approved by resolution of the directors, who is willing to act to

- (a) exercise that director's powers, and

(b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors in the absence of the alternate's appointor
A person (whether or not otherwise a director) may be appointed as an alternate by more than one appointor

17 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors

17 3 The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice

17 4 The appointment of an alternate director who is not otherwise a director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director Where an alternate director who is not otherwise a director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors

18 Rights and responsibilities of alternate directors

18 1 Except as the articles specify otherwise, an alternate director has the same rights in relation to any directors' meeting, directors' written resolution or any other directors' decision-making as the alternate's appointor, including, but not limited to, the right to receive notice of all meetings of directors and all meetings of committees of directors of which his appointor is a member

18 2 Except as the articles specify otherwise, alternate directors

(a) are deemed for all purposes to be directors,

(b) are liable for their own acts and omissions,

(c) are subject to the same restrictions as their appointors, and

(d) are not deemed to be agents of or for their appointors

18 3 A person who is an alternate director but not otherwise a director

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

(b) may participate in a unanimous decision of the directors (but only if that person's appointor is an eligible director in respect of such decisions and only if that person's appointor does not participate),

provided that (notwithstanding any other provision of the articles) such person shall not be counted as more than one director for the purposes of paragraphs (a) and (b) above

18 4 A director who is also an alternate for one or more directors is entitled, in the absence of the relevant appointor, to a separate vote on behalf of each appointor in addition to his own vote on any decision of the directors (provided the relevant appointor is an eligible director in relation to that decision) but shall not count as more than one director for the purposes of determining whether a quorum is present

18 5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company Notwithstanding any other provision of the articles, an alternate director shall not be entitled to vote on any resolution relating to the remuneration of an alternate director (whether himself or others)

19 Termination of alternate directorship

19 1 An alternate director's appointment as an alternate terminates

- (a) when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,
- (b) on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,
- (c) on the death of the alternate's appointor, or
- (d) when the alternate's appointor ceases to be a director for any reason

20 Secretary

The directors may appoint any person who is willing to act as the secretary of the Company on such terms (including, but not limited to, term of office and remuneration) and subject to such conditions as they may think fit and from time to time remove such person and, if the directors determine, appoint a replacement secretary of the Company, in each case by a decision of the directors

Part 3

Shares and Distributions

Shares

21 Issue of shares and payment of commissions

21 1 Shares may be issued by the Company which are nil, partly or fully paid

21 2 The Company may pay any person a commission in consideration for that person subscribing, or agreeing to subscribe, for shares or procuring, or agreeing to procure, subscriptions for shares Any such commission may be paid in cash, or fully paid or partly paid shares or other securities, or partly in one way and partly in the other and in respect of a conditional or an absolute subscription

22 Company's lien

22 1 The Company has a lien (the "Company's lien") over every share (whether fully paid or not) registered in the name of any person (whether he is the sole registered holder or one of two or more joint holders) for all moneys payable by him or his estate (and whether payable by him alone or jointly with any other person) to the Company (whether presently payable or not)

22 2 The Company's lien over a share

- (a) takes priority over any third party's interest in that share, and
- (b) extends to any dividend (or other assets attributable to it) or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share

22 3 The directors may, at any time, decide that a share which is or would otherwise be subject to a lien pursuant to the articles shall not be subject to it, either wholly or in part

23 Enforcement of the Company's lien

23 1 Subject to the provisions of this article 23, if a notice to enforce a lien (a "**lien enforcement notice**") has been given to a person by the Company in respect of a share and 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

23 2 A lien enforcement notice

- (a) 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,
- (b) must specify the share concerned,
- (c) must require payment of the sum payable 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),
- (d) must be addressed either to the holder of the share or to any transmittee of that holder or any other person otherwise entitled to the share, and
- (e) must state the Company's intention to sell the share if the notice is not complied with

23 3 Where any share is sold pursuant to this article

- (a) the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
- (b) the transferee of the share(s) shall be registered as the holder of the share(s) to which the transfer relates notwithstanding that he may not be able to produce the share certificate(s) and such transferee is not bound to see to the application of the consideration and the transferee's title to the share is not affected by any irregularity in or invalidity of the process leading or relating to the sale

23 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

- (a) 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,
- (b) second, to the person entitled to the share(s) immediately before the sale took place but only after the certificate for the share(s) sold has been surrendered to the Company for cancellation or an indemnity in a form acceptable to the directors has been given to the Company for any lost certificate(s) and subject to a lien (equivalent to the Company's lien over the share(s) immediately before the sale took place) for all moneys payable by such person or his estate (whether immediately payable or not) in respect of all share(s) registered in the name of such person (whether he is the sole registered holder or one of two or more joint holders) and in respect of any other moneys payable (whether immediately payable or not) by him or his estate to the Company, after the date of the lien enforcement notice

23 5 A statutory declaration by a director or the Company secretary (if any) 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

- (a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share(s), and

- (b) subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share(s)

24 Call notices

- 24 1 Subject to the articles and the terms on which shares are allotted, the directors may send a notice (a "call notice") to a shareholder (or his estate) requiring such shareholder (or his estate) to pay the Company a specified sum of money (a "call") which is payable to the Company in respect of shares which that shareholder (or his estate) holds at the date when the directors decide to send the call notice

24 2 A call notice

- (a) may not require a shareholder (or his estate) to pay a call which exceeds the total sum unpaid on the shares in question (whether as to nominal value or any amount payable to the Company by way of premium),
- (b) must state when and how any call to which it relates is to be paid, and
- (c) may permit or require the call to be paid by instalments

- 24 3 A shareholder (or his estate) must comply with the requirements of a call notice but shall not be 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

- 24 4 Before the Company has received any call due under a call notice the directors may revoke it wholly or in part or specify a later date and/or time for payment than is specified in the notice, by a further notice in writing to the shareholder (or his estate) in respect of whose shares the call is made

25 Liability to pay calls

- 25 1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid. Joint holders of a share are jointly and severally liable to pay all calls in respect of that share

- 25 2 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them to pay calls which are not the same or to pay calls at different times

26 Payment in advance of calls

- 26 1 The directors may, if they think fit, receive from any shareholder willing to advance it all or any part of the moneys uncalled and unpaid on the shares held by him. Such payment in advance of calls shall extinguish only to that extent the liability on the shares on which it is made

- 26 2 The directors may at any time repay the amount so advanced on giving to such shareholder not less than 14 clear days' notice (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) of its intention in that regard, unless before the expiration of such notice the amount so advanced shall have been called up on the shares in respect of which it was advanced

- 26 3 No sum paid in advance of calls shall entitle the holder of a share in respect of them to any portion of a dividend subsequently declared in respect of any period prior to the date upon which such sum would, but for such payment, become payable

27 When call notice need not be issued

27 1 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 (whether in respect of nominal value or premium)

- (a) on allotment,
- (b) on the occurrence of a particular event, or
- (c) on a date fixed by or in accordance with the terms of issue

27 2 If, however, the due date for payment of such a sum has passed and it has not been paid, the holder of the share(s) concerned (or his estate) is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

28 Failure to comply with call notice. automatic consequences

28 1 If a person is liable to pay a call and fails to do so by the call payment date (as such is defined below), the directors may issue a notice of intended forfeiture to that person, and unless and until the call is paid that person must pay the Company interest on the call from the call payment date at the relevant rate (as such is defined below)

28 2 Subject to article 28 3, for the purposes of this article

- (a) the "**call payment date**" is the time when the call notice states that a call is payable, unless the directors give a notice specifying a later date, in which case the "call payment date" is that later date,
- (b) the "**relevant rate**" is
 - (i) the rate fixed by the terms on which the share in respect of which the call is due was allotted, or, if none
 - (ii) such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors,

provided that if no rate is fixed in either of the manners specified in paragraph (b)(i) or (b)(ii) above, it shall be 5 per cent per annum

28 3 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998(a)

28 4 The directors may waive any obligation to pay interest on a call wholly or in part

29 Notice of intended forfeiture

29 1 A notice of intended forfeiture

- (a) may be sent in respect of any share in respect of which a call has not been paid as required by a call notice,
- (b) must be sent to the holder of that share (or to all the joint holders of that share) or to a transferee of that holder,
- (c) must require payment of the call and any accrued interest together with all costs and 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),

- (d) must state how the payment is to be made, and
- (e) 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

30 Directors' power to forfeit shares

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture

31 Effect of forfeiture

31 1 Subject to the articles, the forfeiture of a share extinguishes all interests in that share, and all claims and demands against the Company in respect of it and all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company

31 2 Any share which is forfeited in accordance with the articles

- (a) is deemed to have been forfeited when the directors decide that it is forfeited,
- (b) is deemed to be the property of the Company, and
- (c) may be sold, re-allotted or otherwise disposed of as the directors think fit

31 3 If a person's shares have been forfeited

- (a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;
- (b) that person ceases to be a shareholder in respect of those shares,
- (c) that person must surrender the certificate for the shares forfeited to the Company for cancellation,
- (d) that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those shares, including any interest, costs and expenses (whether accrued before or after the date of forfeiture), and
- (e) the directors may waive payment of such sums 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

31 4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest, costs and expenses due in respect of it and on such other terms as they think fit

32 Procedure following forfeiture

32 1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer

32 2 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 forfeited on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and, subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

32 3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share

32 4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which

(a) was, or would have become, payable, and

(b) had not, when that share was forfeited, been paid by that person in respect of that share,

but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them

33 **Surrender of shares**

33 1 A shareholder may surrender any share

(a) in respect of which the directors may issue a notice of intended forfeiture,

(b) which the directors may forfeit, or

(c) which has been forfeited

33 2 The directors may accept the surrender of any such share The effect of surrender on a share is the same as the effect of forfeiture on that share A share which has been surrendered may be dealt with in the same way as a share which has been forfeited

34 **Share capital**

34 1 Except as otherwise provided in these articles, the A Shares, the B Shares, the C Shares and the D Shares shall rank pari passu in all respects but shall constitute separate classes of shares

34 2 Subject to these 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 special resolution

35 **Rights attaching to shares**

35 1 **Income**

(a) Any profits which the Company or board may determine to distribute shall be distributed amongst the holders of the Shares (equally as if they were one class of share) pro rata according to the number of Shares held

(b) The Deferred Shares shall carry no rights to receive income

35 2 **Capital**

On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares)

("Liquidation"), the assets of the Company available for distribution amongst its members after payment of its liabilities ("**Available Assets**") shall be applied in the following manner and order of priority

- (a) first, in paying to the holders of the A Shares, the B Shares and the C Shares (pari passu as if they constituted one class of share) in proportion to the number of shares held by each of them respectively an aggregate amount equal to the Exit PBT Multiple multiplied by the Threshold PBT,
- (b) second, in paying to the holders of the D Shares an aggregate amount equal to 10% of the product of multiplying the Exit PBT Multiple by an amount equal to the Exit PBT minus the Threshold PBT,
- (c) third, in paying to the holders of Deferred Shares (if any) the sum of £1 in aggregate, and such payment shall be deemed satisfied by payment to any one holder of Deferred Shares, and
- (d) fourth, in paying the balance to the holders of the A Shares, the B Shares and the C Shares (pari passu as if they constitute one class of share),

where

- (i) the Exit PBT Multiple is the value of the Available Assets divided by the Exit PBT,
- (ii) the Exit PBT is the average PBT for the two financial periods preceding the financial period in which the Liquidation takes place, or, if the Liquidation take place more than six months into a financial period, the annualised average of the previous two financial periods (based on audited accounts) plus the actual PBT (based on the Company's management accounts) for the financial period in which the Liquidation takes place,
- (iii) PBT is the Group's profit before tax including all operating profits and non-operating income after deducting all expenses from revenue including interest expenses and operating expenses but excluding non-cash items such as goodwill impairments and excluding exceptional gains and exceptional losses, and
- (iv) in the event of a sale of part of the assets of the Group or of the shares of one or more Group Companies prior to a Liquidation ("**Adjustment Event**"), the Threshold PBT will be adjusted by the auditors certifying prior to such distribution
 - (A) the reduction in the long-term average working capital of the Group (excluding cash, debt and tax) resulting from such disposal expressed as a percentage ("**percentage reduction**"), and
 - (B) the revised Threshold PBT (the "**Adjusted Threshold PBT**"), being the sum of (i) the amount resulting from applying the same percentage reduction to the preceding Threshold PBT and (ii) where part of the sale proceeds of the Adjusted Event are distributed to shareholders, such proportion of the undistributed sale proceeds as is equal to the percentage which the number of issued D Shares bears to the number of issued Shares,

provided that, where none of the sale proceeds of the Adjustment Event are distributed, no adjustment shall be made to the Threshold PBT

Returns made in accordance with article 35 2(b) shall be calculated by applying the Adjusted Threshold PBT in respect of each calendar month following the calendar month in which the Adjustment Event occurs, and accordingly the total payable to the holders of the D shares shall be the aggregate of

- (X) the amount calculated in accordance with article 35 2(b) applying the Threshold PBT multiplied by the Pre-Adjustment Event Period Fraction, and
- (Y) the amount calculated in accordance with article 35 2(b) applying the Adjusted Threshold PBT multiplied by the Post-Adjustment Event Period Fraction

For the purposes of this article 35 2

- (XX) **"Post-Adjustment Event Period Fraction"** means the sum (expressed as a fraction) of the number of complete calendar months following the Adjustment Event prior to the Liquidation divided by the number of complete calendar months from 1 March 2013 to the Liquidation, and
- (ZZ) **"Pre-Adjustment Event Period Fraction"** means the sum (expressed as a fraction) of the number of complete calendar months prior to the Adjustment Event (together with the calendar month during which the Adjustment Event occurs) divided by the number of complete calendar months from 1 March 2013 to the Liquidation

In the event that more than one Adjustment Event occurs prior to a Liquidation, the provisions of this article 35 2 shall apply mutatis mutandis so as to ensure that an appropriate Adjusted PBT Threshold prevails in respect of each relevant period prior to the Liquidation

35 3 **Exit provisions**

- (a) Upon a Sale, the proceeds of sale will be distributed amongst the members in the manner and order of priority set out in article 35 2 as if references to
 - (i) **"Available Assets"** were to the maximum sale proceeds (including any deferred or contingent elements), and
 - (ii) **"Liquidation"** were to **"Sale"**,

provided that, upon a Sale which does not comprise a sale of all of the Shares then in issue

- (A) the maximum sale proceeds shall be distributed only in respect of those Shares which are the subject of the Sale (the **"Sale Shares"**), and
 - (B) for the purposes of calculating the amount to be so distributed in respect of the Sale Shares in accordance with article 35 2, the maximum sale proceeds shall be multiplied by the sum of 100 divided by X (and on the assumption that all of the Shares then in issue were the subject of the Sale), where **"X"** is the percentage (rounded down to 3 decimal places) which the Sale Shares represent of all the Shares then in issue
- (b) If the proceeds of the Sale are not settled in full on completion of the Sale (whether by reason of an element of such proceeds being deferred or being subject to a contingency

or otherwise), the amount of the consideration to be paid on completion in respect of each class of share will be in the proportion which the total amount of the consideration payable on completion receivable in respect of such class of share bears to the maximum consideration receivable in respect of such class, and subsequent amounts of consideration will be paid in the same manner

- (c) On an Asset Sale the surplus assets of the Company remaining after payment of its liabilities shall be distributed amongst the members in the manner and order of priority set out in article 35 2. If it is not lawful for the Company to distribute its surplus assets in accordance with the provisions of these articles, the members shall take any action required (including, but without prejudice to the generality of this article 35 3(c), actions that may be necessary to put the Company into voluntary liquidation) so that article 35 2 applies
- (d) In the event of a Sale or an Asset Sale for which the consideration is Purchaser Securities, the value of such Purchaser Securities shall be as agreed by the Board (with the approval of an A Director). If the Board cannot agree such value unanimously any one director may refer the matter to the auditors whose determination shall, in the absence of manifest error, be final and binding on the Company and each of its members. The auditors' costs shall be borne by the Company or such other person(s) and in such proportions as the auditors, acting in their absolute discretion and having regard to all the circumstances of the dispute and the merits of the submissions of each party, shall determine
- (e) Immediately prior to a Listing
 - (i) each A Share, B Share and C Share shall automatically convert into and be redesignated as an ordinary share of 1 pence each in the capital of the Company ("Ordinary Share"), and
 - (ii) each D Share shall automatically convert into and be redesignated as an Ordinary Share, provided that the Company shall take all necessary steps to ensure that the proportion of Ordinary Shares held by the holders of D shares (in their capacity as holders of D Shares) bears to the total issued Ordinary Share capital immediately after the conversion referred to in paragraph (c)(i) above shall be equal to the proportion that the proceeds the holders of D Shares would have been entitled to receive on a Sale would bear to the valuation of the Company at that date (based on the price at which shares are to be issued or admitted to trading at the point of Listing)
- (f) The steps referred to in article 35 3 (e)(ii) may require the Company to issue additional Ordinary Shares to the holders of D Shares (which shall be paid up by the automatic capitalisation of any amount standing to the credit of the share premium account or any other available reserve of the Company as determined by the directors) or they may result in some of the D Shares which would otherwise have converted into Ordinary Shares pursuant to article 35 3(e)(ii) automatically converting into and being redesignated as the same number of Deferred Shares

35 4 Voting

- (a) The holders of Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company, provided that no B Share, C Share or D Share shall confer any right to vote upon any resolution for the appointment or removal of an A Director. Save, in each case, as provided otherwise in the CA2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each share held by him
- (b) The holders of the Deferred Shares (if any) shall not be entitled to receive notice of, to attend, to vote or to speak at any general meeting of the Company

35 5 *Deferred Shares*

- (a) The Deferred Shares may be redeemed by the Company at any time at its option for £0.01 for all the Deferred Shares registered in the name of any holder without obtaining the sanction of the holder or holders and pending the transfer and/or purchase, retain the certificates (if any) in respect of them
- (b) The creation or issue of Deferred Shares shall be deemed to confer irrevocable authority on the Company at any time after that creation or issue to appoint any person to execute or give on behalf of the holder of those shares a transfer of them to such person or persons as the Company may determine

36 *Variation of class rights*

Whenever the share capital of the Company is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied, modified, abrogated or cancelled only with the consent in writing of the holders of a simple majority of the issued shares of that class

37 *Matters requiring consent of the shareholders*

The Company shall not, without the prior written consent of members holding at least 75% of the Shares, undertake any of the following matters

- (a) any change to the share capital of the Company, including the grant of options over the authorised but unissued share capital of the Company,
- (b) as part of a single transaction or series of related transactions, the sale, transfer, licence or disposal of all or any substantial part of its undertaking or business with a value equal to or more than £250,000,
- (c) as part of a single transaction or series of related transactions, the making of any purchase, or the entry into an option to purchase, licence or otherwise acquire all or any substantial part of an undertaking or business or other assets with a value equal to or more than £250,000,
- (d) any proposal to pay or the payment of any dividend, or any proposal to make or the making of any other distribution (as defined under sections 209, 418 and 419 of the Income and Corporation Taxes Act 1988),
- (e) the purchase or redemption of any shares in the capital of the Company,
- (f) the making of any material change in the nature of Group's business following the date of the adoption of these articles, or
- (g) any expansion, development or evolution of the Group's business otherwise than through the Company or any subsidiary of the Company

38 *Authority to allot shares*

Save to the extent authorised by these articles or otherwise authorised by an ordinary resolution of the members, the directors shall not exercise any power of the Company to allot shares or grant rights to subscribe for or to convert any security into shares in the Company

39 *Further issues of shares. pre-emption rights*

- 39 1 Pursuant to Section 567, CA2006, sub-section (1) of Section 561, CA2006, and sub-sections (1) to (5) inclusive of Section 562, CA2006 shall be excluded from applying to the Company

- 39 2 Subject to the disapplication of this article 39 by special resolution of the members
- (a) any Relevant Securities to be granted or allotted by the Company shall first be offered to the holders of Shares by way of written offer in the same proportion as nearly as possible as the nominal amount of their existing holding of Shares bears to the total nominal amount of the Shares in issue and such offers shall be open for acceptance for not less than 14 days from the latest date of despatch of the written offer to the members, and
 - (b) when applying for his allocation, it shall be open to each such holder to specify the number of Relevant Securities in excess of his proportionate entitlement for which he is willing to subscribe
- 39 3 The Board shall notify each member who applied for Relevant Securities of the number of Relevant Securities that have been allocated and the persons to whom they have been allocated. The notification shall include the place and time (being not later than 14 days after the latest date by which applications had to be received) at which the allotment of the Relevant Securities shall be completed
- 39 4 Any Relevant Securities not accepted or subscribed for by the members shall be at the disposal of the directors who may (within a period of three months from the end of the offer period under article 39 2) allot, grant options over or otherwise dispose of the same to such persons at a price per share and on terms no less favourable than that/those at which the same were offered to the holders of Shares, and otherwise on such terms as they think proper

40 Share certificates

- 40 1 The Company must issue each shareholder with one or more certificates in respect of the shares which that shareholder holds and, save as provided otherwise in the articles, such certificates must be issued free of charge

Article 24(1) of the Model articles is modified accordingly

- 40 2 Article 24(2)(c) of the Model articles is modified by

- (a) the deletion of the words "that the shares are fully paid", and
- (b) the insertion, instead, of the words "the amount paid up on the shares"

41 Share transfers

- 41 1 Article 26(1) of the Model articles is modified by the addition

- (a) at the beginning of that article, of the words "Subject to articles 43 to 45", and
- (b) at the end of that article, of the words

"and unless the share is fully paid, by and on behalf of the transferee"

- 41 2 The directors may, in their absolute discretion, refuse to register the transfer of a share (other than a transfer permitted or required under articles 42 1, 42 2, 42 3, 43, 44 or 45), and if they do so, they shall, within 2 months after the date on which the transfer was lodged with the Company, send to the transferee notice of refusal together with reasons for the refusal. Any instrument of transfer which the directors refuse to register must (unless they suspect that the proposed transfer may be fraudulent) be returned to the transferee

Article 26(5) of the Model articles is modified accordingly

42 **Permitted transfers**

- 42 1 Subject to article 26(1) of the Model articles, a holder of A Shares may at any time transfer all or any of the A Shares held by him to any person(s)
- 42 2 A holder of Shares may at any time transfer any number of Shares held by him to a Privileged Relation (except as part of a divorce or a separation settlement) who may transfer such Shares without restriction to the original member or to another Privileged Relation of the original member (except as part of a divorce or a separation settlement) but any other transfer by the Privileged Relation shall be subject to the same restrictions as though they were transfers by the original member himself
- 42 3 A corporate member may at any time transfer shares to another member of its Wholly-owned Group
- 42 4 Subject to articles 42 2 and 42 3, a member may only transfer B Shares, C Shares or D Shares to another person with the prior written consent of the holder(s) of a majority of the A Shares

43 **Mandatory transfers**

43 1

- (a) In the event that any Shareholder (other than a holder of A Shares) ceases for any reason to be a director or employee of any Group Company (the date of such cessation being the "**Cessation Date**") and is not continuing as either a director or an employee of any Group Company, or any Shareholder dies or is declared bankrupt (the "**Leaver**"), the holder of a majority of A Shares may, at any time within two (2) months after the date on which such Shareholder became a Leaver (subject always to article 43 1(b))
- (i) serve a notice in writing (a "**Sale Notice**") on the Leaver requiring him to sell or procure the sale of all (but not part only) of his shares in the Company together with any shares which the Leaver has previously transferred pursuant to articles 42 2 and 42 4 (the "**Sale Shares**") in accordance with the following provisions of article 43, or
- (ii) send a notice in writing to the Leaver extending the period during which a Sale Notice may be issued by the holder of a majority of A Shares, such extended period to be specified in the notification (the "**Extended Period**")
- (b) In the case of a Shareholder's death, the two (2) month period specified in article 43 1(a) shall not apply, and instead the time period shall be any time within the later of
- (i) six (6) months after the date of death, and
- (ii) two (2) months after probate has been granted to the Shareholder's estate/trustee
- (c) The basis of calculation of the price at which the Sale Shares are to be sold (the "**Sale Price**") will be by reference to the relevant provisions of article 43 4 below
- (d) The Sale Notice shall constitute the directors as the agent of the Leaver (and, where applicable, any person to whom any of the Sale Shares have been previously transferred by the Leaver under article 42 (*Permitted Transfers*) (a "**Leaver Relation**") for the sale of the Sale Shares at the Sale Price

43 2 Following the service of a Sale Notice

- (a) no further transfers may be made by the Leaver under article 42 (*Permitted transfers*),

- (b) no further transfer of Sale Shares may be made by any Leaver Relation under article 42 (*Permitted transfers*), and
- (c) the Sale Shares shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting or on any written resolution of the Company or at any general meeting or on any written resolution of the holders of any class of shares in the capital of the Company and such shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members or any consent under these Articles or otherwise. Such rights shall be restored immediately upon the Company registering a transfer of the Sale Shares pursuant to these Articles.

43.3 The Sale Notice referred to in article 43.1 shall require the Leaver to sell all of his Shares to

- (a) the A Shareholders either rateably in proportion to the aggregate of the A Shareholders' shareholdings or in whatever proportion they agree, or
- (b) to any person or persons (including, subject to the Act, the Company) as the A Shareholders shall unanimously notify to the Leaver in writing

any such transferee being referred to as a **"Sale Shares Purchaser"**

43.4 The Sale Price shall be

- (a) subject to articles 43.4(b) and (c)
 - (i) if the Leaver is a Good Leaver, 25% of the Market Value of the Leaver's Shares, or
 - (ii) if the Leaver is not a Good Leaver, the lower of (a) the subscription price paid to the Company for the Sale Shares and (B) the market Value of the Leaver's Shares, or
- (b) for any Sale Shares representing Shares subscribed or purchased pursuant to a loan and call option agreement dated 18 December 2012 (as amended from time to time), the price paid for those shares on such subscription or purchase (if such price is higher than the Sale Price which would otherwise apply pursuant to article 43.4(a)), or
- (c) such price as is higher than the price determined in accordance with articles 43.4(a) or (b) as the holder(s) of a majority of the A shares may (in their absolute discretion) specify

43.5 For the purpose of article 43.4

- (a) **"Good Leaver"** shall mean a shareholder who becomes a Leaver as a result of death, long term illness, permanent disablement, redundancy (as defined in section 139, Employment Rights Act 1996) or unfair dismissal,
- (b) **"Market Value"** shall be the amount per Share specified in the Annual Market Value Statement prepared in respect of the financial period immediately preceding the financial period in which a Sale Notice is served upon a Leaver, and
- (c) **"Annual Market Value Statement"** shall be the annual statement prepared by the auditors, acting as experts, setting out the market value of each Share as at the end of the immediately preceding financial period, such statement to be prepared and signed off by the auditors as part of the annual audit of the Company's financial statements and, in the case of all Shares other than D Shares, calculated on the basis of a sale at arms' length between a willing seller and a willing buyer, taking no account of minority

interests and disregarding the rights and restrictions attached to the Shares in respect of income, capital and transfer, and, in the case of the D Shares, calculated by dividing the Market Value by the Exit PBT (as if references to "Liquidation" in the definition of Exit PBT in article 35 were to the "date of the Sale Notice") and multiplying the product by any growth in PBT since the financial period in which the subscription for such D Shares took place (such growth being the Exit PBT minus the PBT for the financial period of such subscription)

- 43 6 The sale of the Sale Shares shall be effected within 14 days of the date of the Sale Notice, provided that, if the Sale Notice is given between a financial year end and the completion of the Annual Market Value Statement in respect of that year, the sale of the Sale Shares shall be effected within 14 days after the sign-off of the relevant Annual Market Value Statement, in either case by the Leaver and any Leaver Relation providing within such 14-day period
- (a) the share certificate(s) (or an indemnity for lost certificate(s)) in respect of the Sale Shares, and
- (b) confirmation in writing in a form satisfactory to the directors that the Sale Shares shall be sold with full title guarantee and free from any encumbrances whatsoever
- 43 7 If the Leaver and/or any Leaver Relation fails to comply with his obligations under article 43 6, the Company may receive the Sale Price and the directors may appoint a person (acting as agent for the transferor(s) of the Sale Shares) to execute instruments of transfer of the Sale Shares in favour of the Sales Shares Purchaser(s) and shall (subject only to stamping of the transfers, if required) cause the names of the Sale Shares Purchaser(s) to be entered in the register of members of the Company as the holders of the Sale Shares and shall hold the Sale Price on trust for the relevant transferor(s) The receipt of the Company shall be a good discharge to the Sale Shares Purchaser(s) and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be called into question
- 43 8 If a Privileged Relation holding shares transferred to him under article 42 2 ceases to be a Privileged Relation of the original member who held them, the Privileged Relation then holding the shares shall either immediately transfer them back to the original member or to a Privileged Relation of such original member, failing which he shall without delay notify the Company that this event has occurred and the holder(s) of a majority of the A Shares may at any time thereafter serve a Sale Notice on such Privileged Relation requiring him to sell all (but not part only) of the Shares held by him in accordance with articles 43 2, 43 3, 43 6 and 43 7 above as if references in those articles to "Leaver" were to such Privileged Relation and references to "Sale Shares" were to the Shares held by such Privileged Relation The sale price shall be determined in accordance with article 43 11
- 43 9 If a corporate member holding shares transferred to it under article 42 3 ceases to be a member of the same Wholly-owned Group as the original corporate member who held them, the corporate member then holding those shares shall without delay notify the Company that this event has occurred and the holder(s) of a majority of the A Shares may at any time thereafter serve a Sale Notice on such corporate member requiring it to sell all (but not part only) of the shares in the Company held by it in the same manner as a sale of shares pursuant to article 43 8
- 43 10 If a corporate member either suffers or resolves for the appointment of a liquidator, administrator or administrative or other receiver over it or any material part of its assets or enters into an arrangement with its creditors, the holder(s) of a majority of the A Shares may at any time thereafter serve a Sale Notice on such relevant member requiring it to sell all (but not part only) of the shares in the Company held by it in the same manner as a sale of shares pursuant to article 43 8
- 43 11 In the circumstances referred to in articles 43 8, 43 9 and 43 10, the Sale Notice shall constitute the directors as the agent of the selling shareholder for the sale of the shares held by him/it at a price which shall be the lower of (A) the subscription price paid to the Company for such

shares and (B) the Market Value of such shares, provided that the holder(s) of a majority of the A shares may (in their absolute discretion) specify a higher price

44 Tag along

44 1 Except as permitted by article 42 or required by article 43, no sale or transfer of any interest in any Shares (save for a transfer in favour of an A Shareholder) may be made or validly registered if, as a result of such sale or transfer and registration, a Controlling Interest in the Company would be obtained or increased by a person or persons Acting in Concert unless such persons are bona fide arms' length purchasers and have made an Approved Offer

44 2 Any transfer of shares pursuant to an Approved Offer shall not be subject to the restrictions on transfer contained in these articles

45 Drag along

45 1 If the holders of 75% or more of the A Shares in issue for the time being or, where the holders of A Shares hold less than 50% of the issued Shares, the holders of a majority of the issued Shares (including the holders of a majority of the issued A Shares) (the "**Majority Sellers**"), wish to transfer all their interest in Shares (the "**Majority Sellers' Shares**") to a bona fide purchaser or purchasers Acting in Concert (the "**Third Party Purchaser**") who has made an Approved Offer, the Majority Sellers shall have the option (the "**Exit Option**") to require any holders of any options or other rights to acquire or convert an interest into Shares (which is fully and unconditionally exercisable) to exercise them and to require such holders of rights or options as well as all other Shareholders (other than the Majority Sellers) (together the "**Called Shareholders**") to sell and transfer all their Shares, including those allotted pursuant to such exercise or conversion (the "**Called Shares**") to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of articles 45 2 to 45 8 below

45 2 The Majority Sellers may exercise the Exit Option by giving a written notice to that effect (an "**Exit Notice**") at any time before the transfer of the Majority Sellers' Shares to the Third Party Purchaser. An Exit Notice shall specify that the Called Shareholders are required to transfer all their Called Shares pursuant to this article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this article) and the proposed date of transfer which shall be at least 5 working days after the date on which the Exit Notice is served

45 3 Exit Notices shall be irrevocable but shall lapse if for any reason there is not a sale of the Majority Sellers' Shares by the Majority Sellers to the Third Party Purchaser within 30 working days after the date of service of the Exit Notice. The Majority Sellers shall be entitled to serve further Exit Notices following the lapse of any particular Exit Notice

45 4 The Called Shares shall be acquired on the same terms and conditions (including time of payment and form of consideration) for which the Majority Sellers shall have agreed to sell provided that the Called Shareholders and their permitted transferees under article 42

(a) will receive cash or marketable securities as consideration for the transfer of their shares, and

(b) will not be required to provide the Third Party Purchaser with any representations, warranties or indemnities (save as to title and capacity) or give any restrictive covenants or undertakings

45 5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Majority Sellers' Shares unless the relevant Called Shareholder and the Majority Sellers agree otherwise

- 45 6 Any restrictions in these articles relating to transfers of shares shall not arise on any transfer of shares to a Third Party Purchaser (or as they may direct) pursuant to a sale in respect of which an Exit Notice has been duly served in accordance with article 45 2
- 45 7 If any Called Shareholder fails to complete the sale of his Called Shares in accordance with this article 45, he shall be deemed to have irrevocably appointed any person nominated for the purpose by the Majority Sellers to be his agent and attorney to execute all necessary transfer(s), power(s) of attorney relating to the rights attached to his Called Shares and indemnities for missing share certificate(s) on his behalf and, against receipt by the Company of the purchase monies or any other consideration payable for the Called Shares (held on trust for the relevant Called Shareholder), to deliver such transfer(s), power(s) and indemnities to the Third Party Purchaser (or as he may direct) The directors shall (subject only to stamping of the transfers, if required) immediately register the Third Party Purchaser (or as he may direct) as the holder of the relevant Called Shares After the Third Party Purchaser (or his nominee) has been registered as the holder of the relevant Called Shares, the validity of such proceedings shall not be questioned by any person It shall be no impediment to registration of shares under this article 45 7 that no share certificate has been produced
- 45 8 Upon any person, following the issue of an Exit Notice which has not lapsed, exercising a pre-existing option to acquire shares, whether or not such person is registered as a member of the Company, an Exit Notice shall be deemed to have been served upon such person on the same terms as the previous Exit Notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this article 45 shall apply mutatis mutandis to such person save that completion of the sale of such shares shall take place immediately upon the Exit Notice being deemed served on such person where completion of the transfer of the Called Shares has already taken place
- 46 **Transmission of shares**
- 46 1 A transmittee who produces such evidence of entitlement to shares as the directors may properly require
- (a) may, subject to the articles, choose either to become the holder of those shares or to have them transferred to another person to which or to whom the Shareholder whose Shares have been transmitted would have been entitled to transfer such Shares pursuant to article 42 (*Permitted transfers*), and
- (b) subject to the articles (including, without limitation, the provisions of article 46 2) and pending any transfer of the shares to another person, has the same rights as the holder had (and the rights in relation to the holder shall cease) and may give good discharge for dividends and other distributions in respect of the share

Article 27(2) of the Model Articles is modified

- 46 2 Save as provided in article 14 (*Methods of appointing directors*), transmittees do not have the right to attend or vote at a general meeting of the Company, 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

Article 27(3) of the Model Articles is modified accordingly

- 46 3 The directors may at any time give notice requiring a transmittee to elect either to be registered himself in respect of the share or to transfer the share to a person nominated by him and if such notice is not complied with within 60 days of such notice, the directors may, thereafter, withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with

47 Transmitters bound by prior notices

If a notice is given to a shareholder in respect of shares and a transmitter is entitled to those shares, the transmitter is bound by the notice if it was given to the shareholder before the transmitter's name or the name of any person nominated by the transmitter pursuant to article 46 1 (*Transmission of shares*) has been entered in the register of members

Article 29 of the Model articles is modified accordingly

Dividends and Other Distributions

48 Calculation of dividends

48 1 Except as otherwise provided by the articles and by the rights attached to shares, all dividends must be

- (a) declared and paid pro-rata according to the number of Shares on which the dividend is paid, and
- (b) apportioned and paid pro rata according to the portion or portions of the period in respect of which the dividend is paid during which the Shares on which the dividend is paid were in issue

48 2 If any share is issued on terms providing that it shall rank for dividend as from a particular date or be entitled to dividends declared after a particular date it shall rank for or be entitled to dividends accordingly

48 3 For the purposes of calculating dividends, no account is to be taken of any amount which has been paid up on a share in advance of a call or otherwise paid up in advance of its overdue payment date

Article 30(4) of the Model articles shall be excluded from applying to the Company

49 Payment of dividends and other distributions

49 1 Each of articles 31(1)(a) to (d) of the Model articles is modified by the deletion of the words "either" and "or as the directors may otherwise decide"

49 2 If

- (a) a share is subject to the Company's lien, and
- (b) the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice. Money so deducted must be used to pay any of the sums payable in respect of that share

49 3 The Company must notify the distribution recipient in writing of

- (a) the fact and amount of any such deduction,
- (b) any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction, and
- (c) how the money deducted has been applied

49 4 In these articles, "**the distribution recipient**" means, in respect of a share in respect of which a dividend or other sum is payable

- (a) the holder of the share, or
- (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
- (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

Capitalisation of Profits

50 Authority to capitalise and appropriation of capitalised sums

50 1 A capitalised sum which was appropriated from profits available for distribution may be applied

- (a) in or towards paying up any amounts unpaid on existing shares held by the person(s) entitled, or
- (b) in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct

Article 36(4) of the Model articles is modified accordingly

50 2 Subject to the articles, the directors may apply capitalised sums in accordance with article 50 1(a) and 50 1(b) partly in one way and partly in another

Article 36(5)(a) of the Model articles is modified accordingly

Part 4

Decision-making by Shareholders

Organisation of General Meetings

51 Notice of general meetings

51 1 A general meeting of the Company (other than an adjourned meeting) shall be called by notice of at least 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the shareholders having a right to attend and vote being a majority together holding not less than ninety percent in nominal value of the shares giving that right

51 2 Every notice convening a general meeting shall specify

- (a) the place, the date and the time of the meeting,
- (b) the general nature of the business to be dealt with at the meeting,
- (c) if the meeting is convened to consider a special resolution, the text of the resolution and intention to propose the resolution as a special resolution, and
- (d) with reasonable prominence, that a member is entitled to appoint another person (who does not have to be a member) as his proxy to exercise all or any rights of his to attend, speak and vote at the meeting and that a member may appoint more than one proxy in relation to the meeting (provided that each proxy is appointed to exercise the rights

attached to a different share or shares held by him) and shall also specify any more extensive rights (if any) conferred by these articles to appoint more than one proxy

51 3 The notice shall be given to the members (other than any who under the provisions of these articles or of any restrictions imposed on any shares are not entitled to receive notice from the Company), to the directors and to the auditors and if more than one for the time being, to each of them

51 4 Subject to the provisions of these articles, notice of a general meeting of the Company may be given

- (a) in hard copy form;
- (b) in electronic form, or
- (c) by means of a website,

or partly by one such means and partly by another and the provisions of article 62 (*Company communications*) shall apply accordingly

51 5 The accidental failure to give notice of general meeting or, in cases where it is intended that it be sent out with the notice, an instrument of proxy, or to give notice of a resolution intended to be moved at a general meeting to, or the non-receipt of any of them by, any person or persons entitled to receive the same shall not invalidate the proceedings at that meeting and shall be disregarded for the purpose of determining whether the notice of the meeting, instrument of proxy or resolution were duly given

52 Quorum for general meetings

Whenever the Company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy, shall be a quorum Subject to the provisions of Section 318(2), CA2006, whenever the Company has two or more members, two persons entitled to vote upon the business to be transacted (each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy), shall be a quorum

53 Chairing general meetings

53 1 Article 39(2) of the Model articles is modified by the addition, after the words "director or shareholder", of the words

"(which may include any proxy appointed by a shareholder)"

54 Adjournment

If a quorum is not present at any adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved

Voting at General Meetings

55 Voting general

No shareholder shall, unless the directors otherwise decide, be entitled to vote (either in person or by proxy) at a general meeting, at any adjournment of it or on any poll called at or in relation to it in respect of any share held by him or to exercise any right as a shareholder unless all calls or other sums presently payable by him in respect of that share in the Company have been paid to the Company

56 Errors and disputes

56 1 Article 43(2) of the Model articles is modified by the addition, at the end of that article, of the words

"and conclusive"

57 Demanding a poll and procedure on poll

57 1 A poll may be demanded by

- (a) the chairman of the meeting,
- (b) the directors,
- (c) two or more persons representing not less than one tenth of the total voting rights of all the shareholders having the right to vote on the resolution, or
- (d) by a person or persons holding shares in the Company conferring a right to vote on the resolution, being shares on which an aggregate sum has been paid up to not less than one tenth of the total sum paid up on all the shares conferring that right

Article 44(2) of the Model articles is modified accordingly

57 2 A demand for a poll may be withdrawn if

- (a) the poll has not yet been taken, and
- (b) the chairman of the meeting consents to the withdrawal,

and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made

Article 44(3) of the Model articles is modified accordingly

58 Delivery of proxy notices

58 1 The appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the directors) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the directors may specify) in electronic form

- (a) to the registered office of the Company, or
- (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting, or
- (c) as the directors shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

58 2 Any instrument of proxy not so sent or supplied or received shall be invalid unless the directors at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this article and such proxy shall thereupon be valid notwithstanding such default

58 3 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person

58 4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf

Article 46 of the Model articles is modified accordingly

59 **Revocation of proxy notices**

59 1 The validity of

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy, or
- (b) anything done by a proxy acting as duly appointed chairman of a meeting, or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been

- (a) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to the articles, and
- (b) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll

60 **Votes of proxies**

60 1 The Company shall be under no obligation to ensure or otherwise verify that any vote(s) cast by a proxy are done so in accordance with any such instructions given by the member by whom such proxy is appointed. In the event that a vote cast by such proxy is not done so in accordance with the instructions of the member by whom such proxy is appointed, such vote shall not be deemed to be invalid

60 2 On a vote on a resolution on a show of hands, where a proxy is appointed by more than one member (provided that, where some only of those members by whom the proxy is appointed instruct the proxy to vote in a particular way, those members all instruct such proxy to vote in the same way on a resolution (either "for" or "against")) such proxy shall be entitled to cast a second vote the other way in relation to any discretionary vote(s) given to him by other members by whom such proxy is appointed

Part 5

Administrative Arrangements

61 Exercise of members' rights

No shareholder in the Company shall be entitled to nominate another person or persons to enjoy or exercise all or any specified rights of the shareholder in relation to the Company pursuant to Section 145, CA2006. Accordingly, the Company shall not be obliged to give effect to any purported nomination notice received by it.

62 Company communications

62 1 Subject to the provisions of the Acts (and save as otherwise provided in the articles), any document or information required or authorised to be sent or supplied by the Company to any member or any other person (including a director) pursuant to these articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts.

62 2 Subject to the articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked in writing to be sent or supplied with such notices or documents for the time being.

62 3 The provisions of the CA2006 which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these articles or any other rules or regulations to which the Company may be subject, by making it available on a website.

62 4 The Company may send or supply any document or information to a member or any other person (including a director) pursuant to these articles, the Companies Acts or any other rules or regulations to which the Company may be subject, either personally, or by post in a prepaid envelope addressed to the member (or such other person) at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member (or such other person) for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the member (or such other person) for the purpose, or by any other means authorised in writing by the member (or such other person) concerned.

62 5 A shareholder whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such shareholder shall be entitled to receive any document or information from the Company.

62 6 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have properly sent or supplied such document or information to all the joint holders.

62 7 If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service.

within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of article 62 8 shall apply

- 62 8 If on 3 consecutive occasions documents or information have been sent or supplied to any shareholder at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such shareholder shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means
- 62 9 Any shareholder present, in person or by proxy, at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called
- 62 10 Save as provided otherwise in these articles, any document or information addressed to a shareholder (or other person to whom such document or information is required or authorised to be sent pursuant to these articles, the Companies Acts or otherwise) at his registered address or address for service (in the case of a shareholder, in the United Kingdom) or electronic address, as the case may be, shall
- (a) if hand delivered or left at a registered address or other address for service (in the case of a shareholder in the United Kingdom), be deemed to have been served or delivered on the day on which it was so delivered or left,
 - (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 48 hours after the envelope was posted,
 - (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a m and 5 p m on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a m on the next following working day, and
 - (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website
- 62 11 In calculating a period of hours for the purpose of article 62 10, account shall be taken of any part of a day that is not a working day
- 62 12 A director may agree with the Company that documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than those set out in article 62 10
- 62 13 Subject to article 62 9, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time)
- 62 14 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of article 62 9 to article 62 13 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure

63 Company seals

Article 49 of the Model articles is modified by the addition, after the word "directors", of the words

"or a committee of the directors"

Directors' Indemnity, Funds and Insurance

64 Indemnity and Funds

64 1 Subject to article 64 2 (but otherwise to the fullest extent permitted by law) and without prejudice to any indemnity to which he may otherwise be entitled

(a) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or an associated Company may, at the discretion of the directors, be indemnified out of the Company's assets against all or any part of any costs, charges, losses, expenses and liabilities incurred by that director, secretary or other officer

(i) in the actual or purported exercise of his powers in relation to the affairs of the Company or an associated Company, and

(ii) in connection with the activities of the Company or an associated Company in its capacity as a trustee of an occupational pension scheme, and

(b) a relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding Company may, at the discretion of the directors, be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Section 205 and/or Section 206, CA2006 (or enable him to avoid incurring any such expenditure)

64 2 This article does not authorise any indemnity or provision of funds which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

65 Insurance

65 1 Subject to the provisions of the CA2006, the directors may in their absolute discretion decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director, secretary or other officer (other than any person engaged as auditor) of the Company or associated Company in respect of all or any part of any relevant loss