

COMPANIES ACT 2006

Company number 7759089

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN SPECIAL RESOLUTION

of

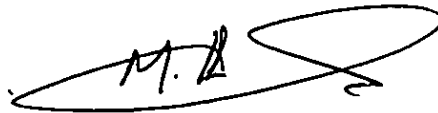
BARROW HILL VETERINARY GROUP LIMITED (the "Company")

NOTICE is hereby given that pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolutions (the "Resolutions") were duly passed as special written resolutions on *29 September 2011*

SPECIAL RESOLUTIONS

- 1 THAT the Company adopts new Articles of Association in substitution for and to the exclusion of the Company's current Articles of Association in terms of the document approved by the Company's Directors and initialled by them on the first page by way of identification
- 2 THAT the Company is authorised to purchase the assets and undertaking of the business currently carried on by A J Hinge, M N Hurst and N Reynolds, the Company's Directors, under the name "Barrow Hill Veterinary Centre" and to enter into leases of three properties owned by A J Hinge, M N Hurst and N Reynolds, the Company's Directors, in each case on such terms as may be approved on behalf of the Company by its Board of Directors

Signed by



~~*Director/Secretary/GIC~~

~~Manager/Administrator/Administrative~~

~~Receiver/Receiver Manager/Receiver~~, on behalf
of the Company (*delete as appropriate)

Date *29 September 2011*



CRO NO. 7759089

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BARROW HILL VETERINARY GROUP LTD

(As Amended by Special Resolution dated 29 September 2011)

INTRODUCTION

1. INTERPRETATION

1.1 In these Articles, unless the context otherwise requires

Act: means the Companies Act 2006,

appointor: has the meaning given in article 11(1),

Articles: means the company's articles of association for the time being in force,

A Share: an ordinary share of £1 in the capital of the Company designated by the Board as an A Share,

Board: means the directors or any of them acting as the Board of Directors of the Company,

B Share: an ordinary share of £1 in the capital of the Company designated by the Board as a B Share,

business day: means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business,

Conflict: has the meaning given in article 7.1,

C Share: an ordinary share of £1 in the capital of the Company designated by the Board as a C Share,

D Share: an ordinary share of £1 in the capital of the Company designated by the Board as a D Share,

eligible director: means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter), and

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

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 1 3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
- (a) any subordinate legislation from time to time made under it, and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles
- 1 8 Articles 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 52 and 53 of the Model Articles shall not apply to the company

- 1 9 Article 7 of the Model Articles shall be amended by
- (a) the insertion of the words "for the time being" at the end of article 7(2)(a), and
 - (b) the insertion in article 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"
- 1 10 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors) and any secretary" before the words "properly incur"
- 1 11 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity"
- 1 12 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But"
- 1 13 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name"
- 1 14 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide"

DIRECTORS

2 UNANIMOUS DECISIONS

- 2 1 A decision of the directors is taken in accordance with this article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 2 2 Such a 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
- 2 3 A decision may not be taken in accordance with this article if the eligible directors would not have formed a quorum at such a meeting

3. CALLING A DIRECTORS' MEETING

Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice

4. QUORUM FOR DIRECTORS' MEETINGS

4.1 Subject to article 4.2, for so long as the company has two or more directors the quorum for the transaction of business at a meeting of directors is any two eligible directors.

4.2 For the purposes of any meeting (or part of a meeting) held pursuant to article 7 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

4.3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

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

5. CASTING VOTE

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall not have a casting vote

6. TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

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

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested,
- (b) shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested,

- (c) shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,
- (d) may act by himself or his firm in a professional capacity for the company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director,
- (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the company is otherwise (directly or indirectly) interested, and
- (f) shall not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act

7. **DIRECTORS' CONFLICTS OF INTEREST**

7.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**)

7.2 Any authorisation under this article 7 will be effective only if

- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine,
- (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
- (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted

7.3 Any authorisation of a Conflict under this article 7 may (whether at the time of giving the authorisation or subsequently)

- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,

- (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict,
- (c) provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict,
- (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit,
- (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence, and
- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters

7 4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict

7 5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation

7 6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to

- (a) disclose such information to the directors or to any director or other officer or employee of the company, or
- (b) use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence

7 7 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by

the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

8. RECORDS OF DECISIONS TO BE KEPT

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

9. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one

10. APPOINTMENT OF DIRECTORS

In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director

11. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS

11 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, 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

11 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

11 3 The notice must

- (a) identify the proposed alternate, and

- (b) 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

12. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS

12 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor

12 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

and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

12 3 A person who is an alternate director but not a director

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- (c) shall not be counted as more than one director for the purposes of articles 12 3(a) and (b)

12 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision).

12 5 An alternate director may be paid expenses and may be indemnified by the company to the same extent as his appointor but shall not be entitled to receive any remuneration from the company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the company

13. TERMINATION OF ALTERNATE DIRECTORSHIP

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's appointment as a director terminates.

14. SECRETARY

The directors may (but shall not be obliged to) appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors

15. SHARES

15 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

15 2 The A Shares, the B Shares, the C Shares and the D Shares shall have and enjoy the following rights and be subject to the following restrictions -

(1) Income

The Board may in its entire discretion recommend, declare or pay a dividend to the holders of any class of Share without being under any obligation or liability to recommend, declare or pay any dividend to the holder of any other class of Share Subject to the foregoing, all Shares shall be treated equally with regard to the payment of dividends or other distributions as if they constituted one class of equity share capital

(2) Capital

- (a) On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the Ordinary Shareholders (pari passu as if all members held the same class of shares) in proportion to the amounts (excluding the share premium if any) paid up or credited as paid up on the Shares held by them respectively

- (b) In the event that such assets are insufficient to repay all such amounts to the holders of any Shares, the amount available shall be divided among the holders of all such Shares *pari passu* as if all members held the same class of Shares in proportion to the respective capital (excluding any share premium) paid up on each Share

(3) Voting

Each member shall have one vote on a show of hands and one vote per Share on a poll, regardless of the class of Share owned by such member

- 15 3 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided for by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, either with the consent in writing of the holders of three-fourths of the issued shares of the class, or with the sanction of a special resolution passed at a separate general meeting of such holders (but not otherwise) All the provisions of these Articles relating to general meetings of the Company or the proceedings thereat shall, *mutatis mutandis*, apply to every such separate general meeting, except that -

- (a) the necessary quorum shall be a member or members holding or representing by proxy at least ten per cent in nominal amount of the issued shares of the class or, at any adjourned meeting of such holders, those members who are present in person or by proxy, whatever their holdings, and
- (b) the holders of shares of the class shall on a poll have one vote in respect of every share of the class held by them respectively

- 15 4 For the avoidance of doubt (but without limitation) the rights attached to any class of shares authorised or in issue shall not be deemed to be varied or abrogated by (*inter alia*) -

- (a) any variation or amendment of these Articles which does not by its terms vary or amend rights specifically conferred on any class of member under these Articles,
- (b) any resolution increasing or varying the Company's authorised or issued share capital,
- (c) any consolidation, division, sub-division or other change in respect of the Company's authorised or issued share capital,
- (d) the creation or issue of any shares of any class in the capital of the Company, or

- (e) any authority to or decision by the Board to issue any share of any nature in the capital of the Company, whether with or without reference to any rights of pre-emption which would or might be available to any of the Company's members

- 15 5 The special rights conferred upon the holders of any shares or class of shares issued with preferred or other special rights shall not (unless otherwise expressly provided for by these Articles or the terms of issue of such shares) be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith or subject thereto

DECISION MAKING BY SHAREHOLDERS

16. POLL VOTES AND PROXIES

- 16 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting
- 16 2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article
- 16 3 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"
- 16 4 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid ,unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article
- 16 5 Where any member who is a veterinary surgeon is expelled from membership of the Royal College of Veterinary Surgeons (or any other regulator membership of which qualifies a person to act as a veterinary surgeon in England or Wales) or is suspended from such membership the directors may, by resolution, direct that the holder of the shares in question shall not be entitled in respect of any shares held by him to vote either personally or by proxy at a general meeting of the company or a meeting of the holders of any class of shares of the company or to exercise any other right conferred by membership in relation to general meetings of the company or meetings of the holders of any class of shares of the company

- 16 6 The directors may, by resolution, revoke a direction made under article 16 5 if the expulsion or suspension therein referred to has been revoked or has otherwise ceased to have effect

TRANSFERS OF SHARES

17 PROCEDURE FOR TRANSFERS OF SHARES

In relation to any transfer of shares or any interest therein (except any transfers permitted by article 18)

- 17 1 A shareholder ("the Transferor") wishing to dispose of any share in the company or any beneficial interest in any share shall give a notice in writing (a "Transfer Notice") to the company that the Transferor wants to transfer them. The Transfer Notice shall make the company the agent of the Transferor for the sale of those shares (together with all rights then attached to them) at the Sale Price (as defined in this article 17) and shall not be revocable except with the consent of the directors. A separate Transfer Notice shall be given (or deemed to be given) for each separate class of shares but no Transfer Notice may be given in respect of any class of shares unless the Transferor serves a Transfer Notice in respect of all shares of any class owned by the Transferor at the same time
- 17 2 A Transfer Notice served in any case where there is identified a proposed transferee (a "Proposed Transferee") shall state, in addition to details of the shares which the Transferor wishes to transfer, the name of the Proposed Transferee and the consideration per share for which the transfer is proposed to be made. Provided that the Proposed Transferee's offer to purchase the shares the subject of the Transfer Notice shall be bona fide and made on an arm's length basis
- 17 3 All shares included in any Transfer Notice shall, within seven days after receipt of the Transfer Notice by the company or, in any case where the Sale Price is required to be determined in accordance with article 17 9, straight after such determination is made, by notice in writing (an "Offer Notice") be offered (the "First Offer") by the company to all the holders (if any) of the class of shares the subject of the Transfer Notice (other than the Transferor) in the proportions which their individual holdings of issued shares of that class bear to the total number of shares of that class issued to all shareholders (other than the Transferor) for purchase at the Sale Price
- 17 4 A First Offer shall be limited to a period of not less than 30 days nor more than 60 days, as specified in the Transfer Notice or in default as selected by the directors ("the First Period") from the date when the Offer Notice in respect of that First Offer is given and shall if not accepted by any of the

persons to whom it is made within the First Period be deemed to have been declined. The First Offer shall give the shareholders to which it is made the right to claim shares offered in addition to their due proportion if any other shareholders do not accept their due proportion. If any shareholders do not accept their due proportion, the unaccepted shares shall be distributed among those shareholders claiming additional shares in proportion or as nearly as may be to their holdings of the shares of the relevant class (but no shareholder shall be bound to take more shares than those he has claimed) up to the maximum number of shares that each shareholder is prepared to take.

- 17.5 If any shares comprised in the First Offer remain unaccepted at the end of the First Period, or if there are no other shareholders holding shares of the same class as the Transferor, the company shall forthwith thereafter (or immediately, as the case may be) issue a further (or first, as the case may be) Offer Notice in respect of such shares offering them ("the Second Offer") to all the holders (other than the Transferor) of any other class of share(s) in the Company (pari passu as one class) in the proportions which their individual holdings of such shares bear to the total number of issued shares of those classes for purchase at the Sale Price. Provided that no shareholders who receive the First Offer shall receive the Second Offer and the shares of any shareholder who has received the First Offer shall be disregarded in calculating any proportions. If there is no other class of shares, the Second Offer shall not be made and article 17.7 shall come into effect immediately on the expiry of the First Period.
- 17.6 Every Second Offer shall be limited to a period of 15 days ("the Second Period") from the date when the Offer Notice for that Second Offer is given and shall if not accepted by any such shareholders within the Second Period be deemed to have been declined by such shareholders. The Second Offer shall give the shareholders to which it is made the right to claim shares offered in addition to their due proportion if any other shareholders do not accept their due proportion. If any shareholders do not accept their due proportion, the unaccepted shares shall be distributed among those shareholders claiming additional shares in proportion or as nearly as may be to their holdings of the shares of the relevant classes (but no shareholder shall be bound to take more shares than those he has claimed) up to the maximum number of shares that each shareholder is prepared to take. If the number of shares comprised in the Transfer Notice is insufficient to enable them to be offered pro rata to all the eligible shareholders of the Company, they shall be offered individually to such shareholders by the drawing of lots and the provisions of this article 17 shall apply accordingly.
- 17.7 If by the expiry of the First Period or (as the case may be) the Second Period there remain unaccepted shares the subject of the Second Offer in accordance with the preceding provisions of this article, the Company shall be entitled

(but not obliged) to offer such unaccepted shares to any other person or persons selected by it or purchase the unaccepted shares itself at the Sale Price. Such offer shall be limited to a period of 15 days ("the Third Period") from the end of the Second Period or the First Period (as the case may be) and if not accepted within such time shall be deemed to be declined.

- 17.8 If the company shall within the First Period, the Second Period, or the Third Period (as the case may be) find a transferee or transferees for the shares offered for sale (or any of them) it shall give notice to the Transferor and he shall be bound upon payment of the Sale Price to transfer the shares to the relevant transferee or transferees. Provided always that, if the Transfer Notice contained a condition that all but not some only of the shares comprised in the Transfer Notice were for sale then, unless the company shall within such periods find a transferee or transferees for all but not some only of the shares offered for sale, the provisions of this article 17.8 shall not apply.
- 17.9 The Sale Price of any class of shares comprised in any Offer Notice shall subject as provided by this article 17 in respect of any share, be either the price agreed between the Transferor and the directors within 15 days of the service of the Transfer Notice or (as the case may be) the date when the Transfer Notice is deemed to have been served or, in default of agreement within such period, such price as the company's auditors (or, if no auditors have been appointed, the company's accountants) shall on the application of either party certify in writing to be the full value per share taking into account the following provisions of this article 17 and such other facts as they consider appropriate.
- 17.10 The full value of any class of shares shall be the amount per share certified by the auditors of the company (or, if no auditors have been appointed, by the company's accountants) as being the value of the shares on a sale as between a willing seller and a willing buyer without discount as at the date of the Transfer Notice. The directors shall use all reasonable efforts to procure that the full value is determined by the auditors (or the company's accountants) and their certificate issued to all the shareholders as quickly as possible after the issue of the Transfer Notice. The auditors (or the company's accountants) shall take into account such facts as they consider appropriate including (where relevant) -
- (a) the aggregate consideration which in their opinion a willing buyer would offer to a willing seller for the whole of the issued share capital of the company,
 - (b) the past and current performance of the company,
 - (c) the company's apparent future prospects,

- (d) the actual, prospective or contingent value of the goodwill and other intangible assets owned or to be owned by the company,
- (e) the rights attached to the class of share which is the subject of the transfer notice,
- (f) the terms of any contract or agreement entered into between the company's members concerning any such valuation,
- (g) that the company shall be treated as a quasi-partnership; and
- (h) disregarding whether or not such shares represent a minority interest

17 11 In valuing the goodwill of the company the auditors (or the company's accountants) shall take into account the advice and recommendations of such independent and suitably experienced experts as the directors may direct and may also take into account the impact on the company's goodwill of the conduct of any shareholder serving (or being deemed to have served) a Transfer Notice. If and to the extent that any value is placed on goodwill in the accounts of the company, this will not be binding on the auditors, accountants or any expert adviser.

17 12 In certifying the full value any class of shares, the auditors (and/or the company's accountants and/or any other expert adviser) shall act as experts not arbitrators, any certificate or determination shall be final and binding in the absence of manifest error and any costs shall be borne as the auditors (or the company's accountants) shall determine.

17 13 The directors shall at the end of the relevant Offer Period inform the Transferor and any transferee or transferees of the date (being not more than 15 days after the end of the relevant Offer Period) and time upon which and place where the completion of the sale of the shares comprised in the Transfer Notice shall take place and the Transferor and transferee or transferees shall be bound to complete such sale and make payment for the shares on the date(s) and at the place and time(s) stated. If the Transferor, after having become bound to transfer his shares, makes default in transferring the same, the company may receive the purchase money tendered by the relevant transferee and the Transferor shall be deemed to have appointed any one director or the Secretary as his agent to execute a transfer of the shares which are the subject of the Transfer Notice to the transferee and, upon the execution of such transfer, the company shall hold the purchase money in trust for the Transferor. The receipt of the company for the purchase money shall be a good discharge to the transferee and, after his name has been entered on the register of Members in purported exercise of

the powers conferred by this article, the validity of the proceedings shall not be questioned by any person

17 14 If in the event that a Transfer Notice is given or required to be given pursuant to articles 17 15, 17 16 or 17 17 (or in any other case where such Transfer Notice does not specify a Proposed Transferee) the Transferor may, subject to compliance with the foregoing provisions of this article 17 and at the expiry of the First Period, the Second Period or the Third Period (as the case may be), transfer any shares comprised in the Transfer Notice which have not been agreed to be purchased under the preceding provisions of this article 17 to a third party on a bona fide sale at arm's length at a price not being less than the Sale Price. The directors may require the production of reasonable evidence to show (to such extent as may reasonably be expected) that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer and if not so satisfied may refuse to register the instrument of transfer

17 15 If any person becomes entitled to shares in consequence of the death, bankruptcy or liquidation (otherwise than for the purpose of a reconstruction or amalgamation) of a shareholder then (unless the transfer to him ranks as a permitted transfer under article 18) such person shall (if so required by written notice from the directors in their entire discretion) be bound to give a Transfer Notice in respect of such shares (failing which the provisions of article 17 19 shall apply)

17 16 (a) In relation to a shareholder who is a director of the company or any of its subsidiaries, forthwith upon him being disqualified by the laws of England from acting as a director of a company, he and his Associates (as defined in article 18) shall be deemed to have given a Transfer Notice upon the date of his disqualification in respect of any shares of which he and his Associates is or are the legal or beneficial owner (failing which the provisions of article 17 19 shall apply)

(b) If any employment contract, service agreement or consultancy agreement entered into by any director or employee of the company with the company or any of its subsidiaries is terminated by the company for any reason or if such director or employee leaves or ceases to be employed by the company for any reason and if (in either case) the directors so resolve within six months of such event or occurrence, on the date of such resolution a Transfer Notice shall be deemed to have been given by such director or employee (as the case may be) and his Associates in respect of the shares of which he

and his Associates is or are the legal or beneficial owner (failing which the provisions of article 17 19 shall apply)

- 17 17 In the case of any shares which are the subject of an Associated Transfer under article 18, a Transfer Notice shall be deemed to have been given if all or any of the circumstances referred to in article 17 15 or article 17 16 shall occur in respect of the Settlor (as defined in article 18)
- 17 18 For the purpose of ensuring that a transfer of shares is a permitted transfer under article 18 or that no circumstances have arisen whereby a Transfer Notice is required to be given, the directors may from time to time require any shareholder or the legal representatives of any deceased shareholder or any person named as transferee in any instrument of transfer lodged for such registration to furnish to the company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose Unless such information or evidence is furnished to the satisfaction of the directors within a reasonable time after having been so requested, the directors shall be entitled to refuse to register the transfer in question or, where there is no transfer, to require by notice in writing that a Transfer Notice be given by the holders of the relevant shares in respect of all such shares If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any shares, the directors may by notice in writing require that a Transfer Notice be given by the holders of those shares in respect of all of such shares
- 17 19 In any case where the directors have duly required a Transfer Notice to be given in respect of any shares or any one or more shareholders have become bound to give a Transfer Notice and such Transfer Notice is not duly given within a period of seven days, or such longer period as the directors may allow for the purpose, such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the directors may by resolution determine and the provisions of this article 17 relating to transfers shall apply accordingly

PERMITTED TRANSFERS BY SETTLOR

- 18 Any shareholder who is a director or employee of the company or its subsidiaries (a "Settlor") shall (subject to article 26 of the Model Articles) be entitled to transfer his shares (and such transfer shall be called an "Associated Transfer") to -
- (a) the trustee or trustees of a trust the sole beneficiaries of which are the Settlor and/or the spouse and/or the lineal descendants or relations (within the meaning of Section 839 of the Income and Corporation Taxes Act 1988) of the Settlor;

- (b) his spouse, or
- (c) any company the beneficial owners of which are the Settlor and/or his spouse and/or his lineal descendants or relations as above

and any such transferee (or successive transferee) (in these articles defined as an "Associate") shall for as long as the Settlor remains a director or employee of the Company be entitled to transfer such shares to any of the persons listed in paragraphs (a), (b) or (c) above in relation to such Settlor or to the Settlor Provided that -

- (i) if and whenever any trust obtains beneficiaries who are not within the list contained in paragraphs (a) or (b) above or any company as aforesaid obtains beneficial owners who are not within the list contained in paragraph (c) above, the shares shall be transferred back to the original Settlor within 30 days of any such circumstance occurring, failing which the shareholder concerned shall be required to give a Transfer Notice and a Transfer Notice shall be deemed to have been given, and
- (ii) if the Settlor shall die or cease to be a director or employee of the company and if he would be required to give or there would be deemed to have been given a Transfer Notice under article 17, the Associates or the Settlor as appropriate shall be deemed to have served a Transfer Notice

ADMINISTRATIVE ARRANGEMENTS

19. MEANS OF COMMUNICATION TO BE USED

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

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

- (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purposes of this article, no account shall be taken of any part of a day that is not a working day

- 19 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

20. INDEMNITY

- 20 1 Subject to article 20 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

- (a) each relevant officer shall be indemnified out of the company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer.

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them, and

- (ii) in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the company's (or any associated company's) affairs, and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 20 1 (a) and otherwise may

take any action to enable any such relevant officer to avoid incurring such expenditure

20 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

20 3 In this article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the company (or associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor)

21. INSURANCE

21 1 The directors may decide to purchase and maintain insurance, at the expense of the company, for the benefit of any relevant officer in respect of any relevant loss

21 2 In this article

- (a) a "relevant officer" means any director or other officer or former director or other officer of the company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act),
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the company, any associated company or any pension fund or employees' share scheme of the company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

22. RESTRICTION

The Company will not practise, hold itself out as practising, or as being prepared to practise veterinary surgery Any director, officer or employee of the Company who is

not registered as a veterinary surgeon or veterinary practitioner will not practise, hold him/herself out as practising, or as being prepared to practise veterinary surgery. The Company, its directors and officers recognise that veterinary surgery is restricted under the Veterinary Surgeons Act 1966. Subject to specified exemptions, any veterinary surgery carried out under the name of the Company must be carried out by veterinary surgeons or veterinary practitioners, persons registered as such with the Royal College of Veterinary Surgeons.