

COMPANIES ACT 2006

EDINBURGH PERIODONTICS LIMITED (the "Company")

Registered in Scotland No. SC322391

CERTIFIED COPY OF A WRITTEN RESOLUTION OF THE MEMBERS OF THE  
COMPANY PASSED PURSUANT TO CHAPTER 2 OF PART 13 OF THE  
COMPANIES ACT 2006

PASSED ON 18 December 2012

Notice is hereby given that resolution 1 below was passed as an ordinary resolution and resolution 2 below was passed as a special resolution:

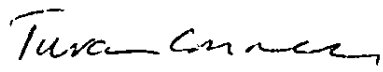
1 **Re-designation of Shares**

IT WAS RESOLVED as an ordinary resolution that the 30 issued Ordinary shares of £1 each in the capital of the Company currently held by Fiona Maran be redesignated as 30 'A Ordinary' shares of £1 each, and the 10 issued Ordinary shares of £1 each in the capital of the Company currently held by the Trust for Charles Maran's Children be redesignated as 10 'B Ordinary' shares of £1 each, such A Ordinary shares and B Ordinary shares having the rights and being subject to the restrictions set out in the articles of association of the Company referred to in resolution 2, such that there are 60 Ordinary Shares of £1 each, 30 A Ordinary shares of £1 each and 10 B Ordinary Shares of £1 each in the capital of the Company.

2 **Adoption of new Articles of Association**

IT WAS RESOLVED as a special resolution that the regulations contained in the document attached to this resolution and signed for identification purposes by a director be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.

The directors are instructed to file a Certified Copy Resolution at Companies House together with a print of the new Articles of Association.

  
.....  
Turcan Connell  
Company Secretary

Date: 18/12/12

Presented by:  
Turcan Connell  
Princes Exchange  
1 Earl Grey Street  
Edinburgh  
EH3 9EE


FRIDAY



SCT 21/12/2012 #70  
COMPANIES HOUSE

THE COMPANIES ACT 2006  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
of  
EDINBURGH PERIODONTICS LIMITED

This print contains the new articles of  
association of the Company adopted pursuant  
to a Special Resolution of the members passed  
on *18 December* 2012

  
.....  
Director

**TURCAN CONNELL**  
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**THE COMPANIES ACT 2006**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES of ASSOCIATION**

(Adopted pursuant to a Special Resolution dated 18 December 2012)

of

**EDINBURGH PERIODONTICS LIMITED**

(Company Number: SC322391)

**1. Preliminary and Interpretation**

1.1 The regulations contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 ("Model Articles") shall apply to the Company save insofar as they are excluded or varied hereby.

1.2 In these regulations and in the Model Articles that apply to the Company:

"A Ordinary Shares" means the A ordinary shares of £1.00 each in the capital of the Company from time to time;

"A Shareholder" means the holder or holders for the time being of all the A Ordinary Shares;

"Act" means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

"Articles" mean the Articles of association for the time being of the Company;

"B Ordinary Shares" means the non-voting B ordinary shares of £1.00 each in the capital of the Company from time to time;

"B Shareholder" means the holder or holders for the time being of all the B Ordinary Shares;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

the "Council" means the General Dental Council;

the "Dentists Act" means the Dentists Act 1984;

**“dentist”** means a person registered as a dentist under the Dentists Act, where **“registered”** means a person is entered on the relevant register and he has not been erased or suspended from the register;

**“dental care professional”** means a person registered as a dental care professional under the Dentists Act, where **“registered”** means a person is entered on the relevant register and he has not been erased or suspended from the register; **“executed”** includes any competent mode of execution;

**“Family Company”** means, in relation to a shareholder, a company of which the Family Member(s) of such shareholder or a Family Trust are the sole or majority members;

**“Family Member”** means a spouse or child or remoter issue (whether natural or adopted) over the age of 18 years of a Shareholder;

**“Family Trust”** means, in relation to a Shareholder being an individual or a deceased Shareholder, a trust of which the Family Member(s) of such Shareholder are the sole beneficiaries;

**“holder”** in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

**“Incapable”** shall have the meaning ascribed to it in Section 1(6) of the Adults with Incapacity (Scotland) Act 2000 and any consequent statutory modification, consolidation or re-enactment thereof;

**“office”** means the registered office for the time being of the Company;

**“Ordinary Shares”** means the ordinary shares of £1 each in the capital of the Company having such rights as are set out in these Articles;

**“Ordinary Shareholder”** means the holder or holders for the time being of all the Ordinary Shares;

**“shares”** (unless the context does not so admit) means the shares in the capital of the Company;

**“secretary”** means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

**“United Kingdom”** means Great Britain and Northern Ireland;

**“writing”** means writing by whatever means, including, without limitation, by electronic form, such that the recipient is able to read the writing in full, the writing is printable and contains no less information than if the writing were in hard copy.

Unless the context otherwise requires, words or expressions contained in these regulations and in the regulations of the Model Articles that apply to the Company bear the same

meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations.

The headings in these regulations are for convenience only and shall be ignored in construing the language or meaning of the Articles. Regulation 1 of the Model Articles shall be modified accordingly.

## **2. Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

## **3. Share Capital**

- 3.1 The share capital of the Company is divided into Ordinary Shares of £1 each, A Ordinary Shares of £1 each and B Ordinary Shares of £1 each. The rights attaching to the respective classes of shares shall be as set out in these Articles.
- 3.2 Subject to the provisions of the Act, and without prejudice to sub-Article 3.3, any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may determine by special resolution. Regulation 22(2) of The Model Articles shall not apply.
- 3.3 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of shares made by the company.
- 3.4 Notwithstanding the provisions of sub-Article 3.3, such number of shares may be allotted and issued to such person, whether or not that person is a member of the Company and at such price as all of the members of the Company may agree in writing.
- 3.5 The provisions of Article 5 shall apply to any renunciation of the allotment of any share as they would apply to any transfer of that share.
- 3.6 Section 561(1) and sub-sections (1) to (5) of Section 562 of the 2006 Act shall not apply to the Company.
- 3.7 Subject to any provision of the Act the Company shall have the power to consolidate and/or subdivide shares in its capital.
- 3.8 Notwithstanding any other provision(s) in these Articles, the B Ordinary Shares shall carry no voting rights, and the holders thereof shall not be entitled to attend any meetings of the members or be counted in the quorum for members' meetings.

3.9 On a return of assets on liquidation, winding up, capital reduction or otherwise, the assets of the Company remaining after payment of its liabilities shall be applied as follows:

3.9.1 First, in paying to the holder(s) of shares of all classes, the amount paid up or credited as paid up per share, provided that if there are insufficient funds to repay the nominal value of every share in issue, the return shall be pro-rated according to the aggregate number of shares in issue; and

3.9.2 The balance of such assets shall be distributed amongst the Ordinary Shareholders and A Shareholders only, in the proportion which the number of shares held by him or her bears to the total number of issued Ordinary Shares and A Ordinary Shares in the Company and for the avoidance of doubt the B Shareholders shall have no right to participate in a return of assets on liquidation, winding up, capital reduction or otherwise.

#### 4. Lien

The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

#### 5. Transfer of Ordinary Shares and Pre-emption rights

5.1 Except as hereinafter provided no A Ordinary Share or B Ordinary Shares or any interest therein shall be transferred or otherwise disposed of unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

5.2 If at any time a member or any other person entitled to be registered in respect of any A Ordinary Shares or B Ordinary Shares shall desire to transfer or otherwise dispose of any A Ordinary Shares or B Ordinary Shares registered in his name or any interest therein (hereinafter referred to as the "**Proposed Transferor**") he shall give notice (hereinafter called a "**Transfer Notice**") to the directors specifying the number of A Ordinary Shares or B Ordinary Shares that he desires to sell or transfer. Except as hereinafter provided a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of each of the Shareholders. A Transfer Notice shall constitute the directors the agent of the Proposed Transferor to sell the A Ordinary Shares or B Ordinary Shares specified in the Transfer Notice (hereinafter referred to as the "**Offered Shares**") at the fair value fixed under article 5.3 hereof and in accordance with the following provisions:

- (a) The remaining Shareholders shall have the right, providing the Company complies with the Companies Act, to elect to have the Company buy back its own shares through a purchase of the Offered Shares in place of all or any of the Shareholders on substantially the same terms and conditions as would have applied to a purchase by the Shareholders of the Offered Shares.
- (b) Upon the fair value being finally determined as provided in article 5.3 hereof, the directors shall forthwith by notice in writing notify the Proposed Transferor of the fair value. Within seven days of such notification the Proposed Transferor shall be entitled to serve notice on the directors withdrawing the Transfer Notice. If no such notice of withdrawal shall be given, the directors shall forthwith upon the expiry of such seven day period inform each member (other than the Proposed Transferor) of the number and price of the Offered Shares and invite each member to whom such notice is given to apply in writing to the directors within 7 days of the date of dispatch of the notice (which shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application. The invitation shall be repeated on like terms by the directors until either all the members have indicated they do not wish to acquire any further shares or all of the shares the subject of a Transfer Notice are capable of being allocated.
- (c) The directors shall within seven days after the expiry of the 7 day period referred to in paragraph (b), notify the Proposed Transferor of the number of Offered Shares (if any) for which they have found a purchaser or purchasers pursuant to paragraph (b) and if the directors have found such a purchaser or purchasers in respect of some only of the Offered Shares the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole but not in part) within five days of such notification.
- (d) Following the expiry of the period of seven days referred to in paragraph (c) hereof the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under paragraph (c)) shall not be entitled (save with the written consent of all the other members) to sell all or any of the Offered Shares to any person or persons, provided that where the consent of all members is forthcoming the Proposed Transferor shall be entitled to sell any share not allocated in accordance with the foregoing provisions of this Article at any price not being less than the fair value fixed under article 5.3 hereof.
- (e) If the said members shall within the period of 7 days referred to in paragraph (b) apply for all or (except where the Transfer Notice is withdrawn as aforesaid) any of the Offered Shares the directors shall allocate the Offered Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition the Offered Shares shall be allocated in accordance with the following principles:

- (i) the Offered Shares shall firstly be allocated to and amongst the Ordinary Shareholders in proportion to the number of Ordinary Shares that they are registered or unconditionally entitled to be registered as holders;
  - (ii) the Offered Shares shall secondly be allocated to and amongst the A Ordinary Shareholders in proportion to the number of A Ordinary Shares that they are registered or unconditionally entitled to be registered as holders;
  - (iii) the Offered Shares shall thirdly be allocated to and amongst the B Ordinary Shareholders in proportion to the number of B Ordinary Shares that they are registered or unconditionally entitled to be registered as holders;
  - (iv) no applicant shall be obliged to take more than the maximum number of Offered Shares specified by him as aforesaid.
- (f) The directors shall forthwith give notice in writing of allocations of Offered Shares pursuant to paragraph (c) (hereinafter called an "Allocation Notice") to the Proposed Transferor and to the persons to whom Offered Shares have been allocated and (provided that the aggregate number of shares so allocated coincides with the number of shares notified to the Proposed Transferor pursuant to paragraph (c)) the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the fair value thereof. An Allocation Notice shall state the names and addresses of the purchasers and the number of shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the directors in such notice being not less than 14 days nor more than 28 days after the date of such notice.
- (g) If in any case the Proposed Transferor on having become bound as aforesaid makes default in accepting payment of the fair value for any Offered Share or as the case may be in transferring the same, the directors may receive such purchase money and may nominate one of their number to execute an instrument of transfer of such share in the name and as attorney of the Proposed Transferor and thereafter when such instrument has been duly stamped the directors shall cause the name of the purchaser to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor. The receipt of the directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be capable of challenge by any person.

5.3 The fair value of any A Ordinary Shares or B Ordinary Shares to be transferred pursuant to the provisions of article 5.2 hereof shall be such sum as may be agreed between the Proposed Transferor and the directors within 7 days of the service upon the directors of a Transfer Notice in which such shares are comprised or in default of such agreement such

sum as a Chartered Accountant appointed in the manner described below shall certify in writing to be in his opinion the fair value thereof on the basis of:

- (a) a sale as between a willing vendor and a willing purchaser of the entire issued share capital of the Company in the open market and disregarding the fact that the said shares constitute a minority holding (or any other particular proportion) of shares in the Company;
- (b) that the transfer of shares is unrestricted by these Articles; and
- (c) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so.

Such Chartered Accountant shall be appointed by agreement between the Proposed Transferor and the directors within 7 days following the expiry of the period of 7 days referred to above, or failing agreement, shall be appointed on the application of the Proposed Transferor or the directors by the President for the time being of the Institute of Chartered Accountants in Scotland. In so certifying, such Chartered Accountant shall be deemed to be acting as an expert and not as an arbiter and all statutory references to arbitration shall not apply. His certificate shall be final and binding. The directors shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company.

- 5.4 A Transfer Notice shall be deemed to have been served pursuant to article 5.2 hereof in respect of the member's entire holding of A Ordinary Shares or B Ordinary Shares immediately on the occurrence of such Shareholder becoming apparently insolvent, reaching an agreement with his creditors in respect of his debts or having a trustee in bankruptcy appointed to his estate (save that such a Transfer Notice shall be irrevocable).

## 5.5 **Death or Incapability of a Shareholder**

- 5.5.1 In the event of the death of a shareholder or a shareholder becoming Incapable, neither the trustees or executors nor the representatives of the deceased or Incapable shareholder nor anyone claiming by or through any of them (all collectively referred to as "**the representatives of the deceased or Incapable Shareholder**") shall have as against the remaining shareholders or shareholder any right to be admitted as a shareholder in the Company. In such event the deceased or Incapable shareholder's shares ("**the deceased or Incapable Shareholder's shares**") shall pass to or for the benefit of such one or more of the deceased or Incapable shareholder's Family Members or, a Family Trust or a Family Company of which any member of the deceased or Incapable shareholder's Family Member(s) may benefit and in such proportions as the deceased or Incapable shareholder shall by inter vivos or testamentary writing nominate. Such nomination must be intimated to the remaining shareholders or shareholder in writing by the deceased or Incapable shareholder's representatives within six months of the date of the deceased

shareholder's death or within six months of the shareholder becoming Incapable as the case may be (the expiry of the six month nomination period or such earlier date that the representatives of the deceased or Incapable shareholder give written notice to the remaining shareholders or shareholder that they do not intend to make such a nomination being referred to as "the effective date"). Failing such nomination timeously, the remaining shareholders or shareholder shall have the option of acquiring the deceased or Incapable shareholder's shares in the Company in such proportions to be agreed between them, if more than one, or, failing agreement, in the same proportions as their then existing shares in the Company but without taking into account the share of the deceased or Incapable shareholder. Such option will be exercised by the remaining shareholders or shareholder within six months of the effective date by serving on the representatives of the deceased or Incapable shareholder a notice intimating the exercise of the option conferred on them by this sub-article.

5.5.2 The price at which the option conferred by the foregoing article will be exercised will be calculated in the same manner as the price falls to be calculated in terms of sub-article 5.3 (but as at the date of death) and will be payable within twelve months of the option being exercised.

5.5.3 The provisions of articles 5.5.1 and 5.5.2 above shall not apply where an Incapable Shareholder has granted a valid and continuing power of attorney in terms of which a Family Member of the Incapable Shareholder has been appointed to act as attorney.

5.6 A member may waive his right to receive a notice from the Company under article 5.2 hereof in respect of a proposed transfer and upon so doing shall cease to have any right of pre-emption in respect of the shares concerned under this article 5 hereof and if all the entitled members waive their rights to such notice, the provisions of article 5.1 hereof shall not apply and the directors of the Company shall (subject to the provisions of the Articles of Association) be bound to register a transfer of the shares concerned.

5.7 Regulation 27 of the Model Articles shall not apply.

## **6 Refusal of transfers**

6.1 The directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by the provisions of Article 5 save as provided in sub-Articles 6.2, 6.3 and 6.4 the directors shall register any transfer so made or permitted.

6.2 The directors shall refuse to register the transfer of a share on which the Company has a lien.

6.3 The directors shall refuse to register a transfer unless:

- (a) it has been presented to the Inland Revenue for stamping (unless it is exempt for stamp duty and the appropriate declarations have been made); and

- (b) it is lodged with the secretary of the Company and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer.

6.4 No share shall be transferred to any bankrupt or Incapable person.

6.5 Regulation 26 (5) of the Model Articles shall not apply.

## **7 Notice of general meetings**

7.1 Unless resolved by special resolution of the members, the Company shall not be required to hold an annual general meeting.

7.2 A general meeting of the members shall be called by at least 14 clear days' notice (save for meetings convened to consider a resolution requiring special notice, where the notice period shall be 28 days). A general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than 90 per cent in nominal value of the shares giving that right.

7.3 The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and if the meeting is an annual general meeting, the notice shall specify that it is.

7.4 Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members and to the directors and auditors (if any such auditors are appointed to the Company). The accidental omission to give any member or director(s) notice shall not invalidate an otherwise competently held and called meeting.

## **8 Proceedings at General Meetings and Voting**

8.1 No business shall be transacted at any general meeting unless the requisite quorum is present. One member present in person or by proxy (being the Ordinary Shareholder) shall be a quorum for all purposes unless there is only one member of the Company, in which case a decision taken by that member in general meeting, is effective as if agreed by the Company in general meeting and such sole member shall constitute a quorum at meetings of the members. A decision taken by a sole member shall be recorded in writing and a copy shall be provided to the Company. Regulation 38 of the Model Articles is modified accordingly.

8.2 If, within fifteen minutes (or such longer time not exceeding one hour as the chairman of the meeting decides) from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other time and place as shall be agreed by a majority of those present at the meeting, subject to the time and place of the adjourned meeting:

- (a) not being more than 1 month after the date of the adjourned meeting;

- (b) being on a day falling Monday to Friday and commencing not later than 8pm; and
- (c) being fairly set having regard to the known availability of the members.

At the adjourned meeting, the quorum shall be one member (being the Ordinary Shareholder) present in person or by proxy.

8.3 Regulation 41 of the Model Articles shall not apply.

8.4 A corporate member may, by resolution of its directors, or other governing body, authorise such one person as it thinks fit to act as its representative at general meetings of the Company or meetings of any class of members. The authorised person may exercise the same powers on behalf of the grantor of the authority as the grantor could exercise if it were an individual member.

8.5 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor, and shall be in any usual form or in a form approved by the directors. The appointment shall be valid for an adjournment of the meeting and the instrument shall be deemed to confer authority to vote on amendments to resolutions put to the meeting for which the authority is given or at an adjournment, unless in each case the instrument or proxy states otherwise. Where it is desired to afford members an opportunity to instruct the proxy how he shall act, the instrument appointing a proxy shall be in any form which enables the members to direct how their votes are to be exercised on each of the resolutions comprised in the business of the meeting for which it is to be used.

8.6 Regulation 45 of the Model Articles shall not apply.

## **9 Number of directors**

The minimum number of directors shall be one, and unless otherwise determined by an Ordinary Resolution, there shall be no maximum number.

## **10 Alternate directors**

10.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Save as otherwise provided in the Articles, unless he is already an officer of the Company in his own right, an alternate director shall not, as such, have any rights other than those mentioned in sub-Article 10.2 below. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

10.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointer is a member, and to attend, speak and vote at any such meeting at which the director appointing him is not personally present. A director present at such meeting and appointed alternate director for any other

directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointers absent from the meeting. An alternate director shall be entitled to receive any remuneration from the Company for his services as an alternate director.

- 10.3 An alternate director shall cease to be an alternate director if his appointer ceases to be a director.
- 10.4 Without prejudice to sub-Article 10.2 and save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

## **11 Appointment and retirement of directors**

- 11.1 The directors of the Company shall not retire by rotation.
- 11.2 Notwithstanding any other provision of these Articles, no person shall be appointed as a director if his appointment would result in any breach of any rules, principles or requirements of conduct as laid down by the Council.
- 11.3 At all times when the Company is carrying on business the majority of the directors of the company shall consist of either registered dentists and/or registered dental care professionals. In the event that either a director dies or an event occurs and as a result the Company is in breach of this article, the remaining directors of the Company in general meeting shall within 14 days appoint as a director to fill the vacancy, a person who is either a registered dentist or a registered dental care professional.
- 11.4 In the event that the Company's sole or last remaining director who is a registered dentist or a registered dental care professional
  - (a) is committed to prison in civil or criminal proceedings;
  - (b) becomes and continues to be unable to attend to the practice of the Company due to being Incapable;
  - (c) abandons the practice of the Company, or
  - (d) is erased or suspended from the register under the Dentists Act,

The remaining directors of the Company in general meeting shall within 14 days appoint as an additional director or to fill the vacancy a person who is either a registered dentist or a registered dental care professional.

- 11.5 In any case where as a result of death or deaths the Company has no members and no directors the personal representatives of the last member to have died shall have the right by notice in writing to appoint either a registered dentist or a registered dental care professional to be a director of the Company and such appointment shall be effective as if made by the

Company in general meeting pursuant to article 11.6 below. For the purposes of this article, where two or more members die in circumstances rendering it uncertain which of them survived the other or others, the members shall be deemed to have died in order of seniority and accordingly the younger shall be deemed to have survived the older.

11.6 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

- (a) by ordinary resolution; or
- (b) by a resolution of a majority of the directors.

## **12 Disqualification and removal of directors**

12.1 The office of director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) 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; or
- (d) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person otherwise would have;
- (e) he resigns his office by notice to the Company; or
- (f) he is removed from office under Section 168 and 169 of the Act.

12.2 Regulation 18 of the Model Articles shall not apply.

## **13 Directors' interests**

### **13.1 Transactional**

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

- (a) may be 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 the 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 another 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.

## 13.2 Situational

13.2.1 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 breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**").

13.2.2 Any authorisation under this Article will only be effective if :

- (a) the matter in question shall have been proposed by any director for consideration at a meeting of directors 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 at the meeting of the directors at which the matter is considered is met without counting the director in question; and
- (c) the matter was agreed to without his voting or would have been agreed to if his vote had not been counted.

However, if the director is the only director of the Company at the time, he shall be counted in the quorum and shall be entitled to vote on the resolution in question.

13.2.3 Any authorisation of a Conflict under this Article may (whether at the time of giving the authorisation or subsequently):

- (a) extend to any actual or potential Conflict which may reasonably be expected to arise out of the matter so authorised.
- (b) be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; and
- (c) be terminated or varied by the directors at any time prior to the Conflict arising.

This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.

13.2.4 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 office 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.

13.2.5 Where the directors authorise a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director:

- (a) is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
- (b) is not given any documents or other information relating to the Conflict; and
- (c) may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.

13.2.6 Where the directors authorise a Conflict:

- (a) the director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the Conflict; and

- (b) the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms, limits and conditions, (if any) as the directors impose in respect of its authorisation.

13.2.7 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.

## **14 Proceedings of directors**

Directors will have discretion as to the conduct of directors' meetings. Subject to that:

### **14.1 Notice**

14.1.1 There shall be due and proper notice of meetings of directors, having regard to the known availability of any particular director and the nature and urgency of the business to be considered.

14.1.2 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.

14.1.3 Notice of any directors' meeting must indicate:

- (a) its proposed time and date;
- (b) where it is to take place; and
- (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.

14.1.4 Notice of a directors' meeting must be given to each director, but need not be in writing.

14.1.5 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company, not more than 7 days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

## **14.2 Quorum**

14.2.1 The quorum for the transaction of business at a meeting of directors is one director (being the director appointed by the Ordinary Shareholder).

14.2.2 For the purposes of any meeting (or part of a meeting) held pursuant to Article 13 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.

14.2.3 If, within fifteen minutes (or such longer time not exceeding one hour as the chairman of the meeting decides) from the time appointed for the meeting, a quorum is not present the meeting shall be adjourned to the same day in the next week, at the same time and place, or to such other time and place as shall be agreed by a majority of those present at the meeting, subject to the time and place of the adjourned meeting:

- (a) not being more than 1 month after the date of the adjourned meeting;
- (b) being on a day falling Monday to Friday and commencing not later than 8pm; and
- (c) being fairly set having regard to the known availability of the members.

At the adjourned meeting, the quorum shall be one director (being the director appointed by the Ordinary Shareholder) present, unless there is only one director of the Company in which case the quorum shall be one.

## **14.3 Chairman**

14.3.1 The directors may appoint a director to chair their meetings, such person so appointed for the time being is known as the chairman.

14.3.2 The directors may terminate the chairman's appointment at any time.

14.3.3 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.

14.3.4 Regulation 13 of the Model Articles shall not apply.

## **14.4 Participation in directors' meetings**

14.4.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- (a) the meeting has been called and takes place in accordance with the Articles; and

- (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.

14.4.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.

14.4.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.

14.4.4 Subject to the foregoing provisions a vote at a directors' meeting may take place by email.

#### **14.5 Board Minutes**

14.5.1 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.

14.5.2 Where such decision of the directors is 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.

#### **15 Company Secretary**

The Company, by ordinary resolution, may choose to appoint any person, whether legal or natural, to hold the office of company secretary and may appoint any such person to be an assistant secretary.

#### **16 Dividends**

16.1 The directors may declare and pay dividends in any proportions or amounts and at any time(s) in respect of the various classes of shares in issue of the Company as they shall deem fit.

16.2 The payment by the directors of any unclaimed dividends or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. Any dividend unclaimed after a period of five years from the date when it became due for payment shall be forfeited and cease to remain owing by the Company.

#### **17 Notices**

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

- (a) if properly addressed and sent by UK first class post to an address in the United Kingdom, 48 hours after it was posted or five business days after posting it either to an address outside the United Kingdom or from an address 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.

- 17.2 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.

## **18 Indemnity**

- 18.1 Subject to Article 18.2, 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 in the actual or purported execution and/or discharge of his duties, or in relation to them; and 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 18(1)(a) and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 18.2 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.

18.3 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).