

Company No: 5778241

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

Halesowen Vets4Pets Limited

("Company")

Written resolution of the Company pursuant to chapter 2, part 13 of the Companies Act 2006 ("Act") proposed by the directors of the Company as a special resolution:

SPECIAL RESOLUTION

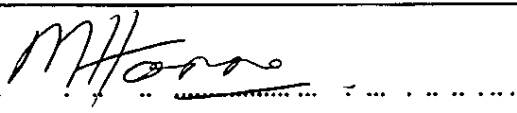
1. That, the regulations contained in the articles of association attached to this resolution be and are hereby adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association of the Company

Circulation date: 27 March 2014

Registered office: Epsom Avenue, Stanley Green Trading Estate, Handforth, Cheshire, SK9 3RN

Agreement to written resolution

We, the undersigned, being persons entitled to vote on the above resolution, irrevocably agree to such resolution:

Name of member	MICHAEL HANNA	Dated. 27/3/14
Signed		

FRIDAY



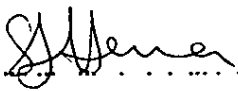

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COMPANIES HOUSE

Name of member:	SARAH HANNA	
Signed:		Dated <u>27/3/14</u>
Name of corporate member:	Vets4Pets Limited	
Name and position of signatory:	Jane Balmain	
Signed by authorised person on behalf of corporate member:		Dated <u>31 March 2014</u>

HALESOWEN VETS4PETS LIMITED
("Company")

WRITTEN RESOLUTION: CIRCULATED ON 27 March 2014

Note: This document is important and requires your immediate attention.
Please read the explanatory statement to members before signifying your agreement to the resolution
in this document

EXPLANATORY STATEMENT TO MEMBERS

1. Nature of written resolution

- 1 1 This document contains a proposed written resolution of the Company for approval by you as a member of the Company. The resolution is proposed as a special resolution and requires members holding not less than 75 per cent of the total voting rights of members entitled to vote on the resolution to vote in favour of it to be passed.
- 1 2 The articles of association proposed to be adopted by the resolution are supplied with this resolution.

2. Period to approve written resolution

If the Company has not received the necessary level of members' agreement to pass the resolution by 6 April 2014 (being 10 days after the date the resolution was first circulated to members), the resolution will lapse.

3. Action required if you wish to approve the resolution

- 3 1 Please signify your agreement to the resolution by completing your details and signing and dating the document in the boxes provided and returning it to the Company by delivering your signed and dated document by hand or by post to the Company's registered address marked "*For the attention of the Company secretary*".

Once you have signified your agreement to the resolution, you cannot revoke it.
Please ensure that your agreement reaches us no later than 5.00pm on 6 April 2014.

- 3 2 If you are signifying agreement to the resolution on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority to the Company at the same time as you signify your agreement to the resolution and in any event by no later than 5.00pm on

6 April 2014

FRIDAY

4. Action required if you do not wish to agree to the resolution

You do not have to do anything Failure to respond will not be treated as agreement to the resolution

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
HALESOWEN VETS4PETS LIMITED

INTRODUCTION

1 Interpretation

1.1 In these Articles, the following words have the following meanings

"A Director"	any director appointed to the Company by holders of the A Shares in accordance with article 11.1,
"A Share"	an ordinary share of £1 in the capital of the Company designated as an A Share,
"B Director"	any director appointed to the Company by holders of the B Shares in accordance with article 11.1,
"B Share"	an ordinary share of £1 in the capital of the Company designated as a B Share,
"Conflict"	has the meaning given in Article 9.1,
"Eligible Director"	any Eligible A Director or Eligible B Director (as the case may be),
"Eligible A Director"	an A Director who would be entitled to vote on the matter at a meeting of directors (but excluding any A Director whose vote is not to be counted in respect of the particular matter),
"Eligible B Director"	a B Director who would be entitled to vote on the matter at a meeting of directors (but excluding any B Director whose vote is not to be counted in respect of the particular matter),
"Expert"	an independent firm of accountants appointed by the shareholders or, in the absence of agreement between the shareholders on identity of the expert or his terms of appointment within 5 Business Days of a shareholder serving details of a suggested expert on the other, an independent firm of accountants appointed, and whose terms of appointment are agreed, by the

President, for the time being, of the Institute of Chartered Accountants of England and Wales (acting as expert and not as an arbitrator) and, in the absence of such President (upon being so requested) to appoint such a firm of accountants or if any appointee does not wish to act, the holder of the majority in number of the B Shares shall have the right to appoint such a firm of accountants,

"Fair Value"	as determined in accordance with Article 17 5,
"Interested Director"	has the meaning given in Article 9 1,
"Joint Venture Contract"	the joint venture contract (as amended from time to time) entered into on or about the date of adoption of these Articles, inter alios, between the Company and the holders of the A Shares,
"Model Articles"	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,
"Transfer Notice"	an irrevocable notice in writing given by any shareholder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any shares Where such notice is deemed to have been served, it shall be referred to as a "Deemed Transfer Notice" ,
"Writing" or "Written"	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise, save that, for the purposes of Article 16 and Article 17 "writing" or "written" shall not include the sending or supply of notices, documents or information in electronic form (other than by fax),

- 12 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any

statutory modification of them not in force on the date when these Articles become binding on the Company

- 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 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 6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force

2 Adoption of the Model Articles

- 2 1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation
- 2 2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company
- 2 3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur"
- 2 4 In articles 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"
- 2 5 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

3 Directors' Meetings

- 3 1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles or must be a decision taken in accordance with Article 4

- 3 2 Subject as provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit
- 3 3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it
- 3 4 Except as provided by Article 3 6, each director has one vote at a meeting of directors
- 3 5 If at any time at or before any meeting of the directors or of any committee of the directors all Eligible A Directors participating or all Eligible B Directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made No meeting of directors may be adjourned pursuant to this article more than once
- 3 6 A committee of the directors must include at least one B Director The provisions of Article 7 shall apply equally to meetings of any committee of the directors as to meetings of the directors

4 Unanimous Decisions of Directors

- 4 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
- 4 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
- 4 3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter

5 Number of Directors

There shall not be a maximum number of directors, provided always that the board shall comprise an equal number of A Directors and B Directors No shareholding qualification for directors shall be required

6 Calling a Directors' Meeting

- 6 1 Any director may call a meeting of directors by giving reasonable notice of the meeting to each director (whether or not that director resides in the United Kingdom)
- 6 2 Notice of any directors' meeting must be accompanied by

- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting; and
- (b) copies of any papers to be discussed at the meeting

6.3 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors agree in writing

7 Quorum for Directors' Meetings

The quorum at any meeting of the directors (including adjourned meetings) shall be one Eligible B Director. No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for 3 Business Days at the same time and place.

8 Chairing of Directors' Meetings

Not used

9 Directors' Interests

9.1 For the purposes of section 175 of the Act, the shareholders (and not the directors) shall have the power to authorise, by resolution and in accordance with the provisions of these Articles, any matter or situation proposed to them by any director which would, if not so authorised, involve a director (the "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest (a "**Conflict**"). Notwithstanding any other provision of this article 9, the Shareholders hereby unconditionally and irrevocably authorise any situation or matter arising by virtue of or pursuant to the Joint Venture Contract

9.2 The Interested Director must provide the shareholders with such details as are necessary for the shareholders to decide whether or not to authorise the Conflict, together with such additional information as may be requested by the shareholders

9.3 Any authorisation by the shareholders 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 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 will or will not be an Eligible Director in respect of any future decision of the directors 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 shareholders 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

9 4 Where the shareholders authorise a Conflict

- (a) the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the shareholders in relation to the Conflict, and
- (b) the Interested Director will not infringe any duty he owes to the Company by virtue of sections 171 – 177 of the Act, provided he acts in accordance with such terms and conditions (if any) as the shareholders impose in respect of their authorisation

9 5 The shareholders 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

9 6 A director, notwithstanding his office, may be a director or other officer of, employed by or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's group of companies, and no authorisation under Article 9 1 shall be necessary in respect of any such interest

9 7 Any A Director or B Director shall be entitled from time to time to disclose to the holders of the A Shares or (as the case may be) the holders of the B Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if there be more than one A shareholder or (as the case may be) B shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing

9 8 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 shareholders in accordance with these Articles (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

- 9 9 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act
- 9 10 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under Article 9 9
- 9 11 Subject, where applicable, to any terms and conditions imposed by the shareholders in accordance with Article 9 3, and provided a director 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 a party to, or otherwise interested in, any such 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 transaction or arrangement or proposed transaction or arrangement in which he is interested,
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement 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

10 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

11 Appointment and Removal of Directors

11 1 Subject to article 11 2, the holders of the A Shares for the time being shall be entitled to appoint themselves as A Directors and the holder of a majority of the B Shares for the time being shall be entitled to appoint from time to time any persons to be B Directors of the Company provided always that the board shall always comprise an equal number of A Directors and B Directors in accordance with Article 3 6

11 2 Any A Director may at any time be removed from office by the holder of a majority of the A Shares and any B Director may at any time be removed from office by the holder of a majority of the B Shares and each such holder shall be entitled to appoint a replacement director in accordance with article 11 1 Any A Director who is an employee of the Company and who ceases to be an employee shall resign his office from the date his employment ceases

11 3 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the relevant shareholder and served on each of the other shareholders and the Company at its registered office, marked for the attention of the Company secretary, or delivered to a duly constituted meeting of the directors of the Company Any such appointment or removal shall take effect when received by the Company or at such later time as shall be specified in such notice

11 4 The right to appoint and to remove (as the case may be) A or B Directors under this article shall be a class right attaching to the A Shares and the B Shares respectively

11 5 If no A Shares or B Shares remain in issue following a re-designation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the re-designation

11 6 No B Director shall be appointed or removed otherwise than pursuant to these Articles save as provided by law

12 Alternate Directors

12 1 Any B Director (other than an alternate director) (in this article, **the appointor**) may appoint any person (whether or not a director) except for an existing director representing the other class of shares to be an alternate

director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's appointor. In these Articles, where the context so permits, the term "**B Director**" shall include an alternate director appointed by a B Director. A person may be appointed an alternate director by more than one director provided that each of his appointors represents the same class of shares but not otherwise.

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

12.3 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 he is willing to act as the alternate of the director giving the notice.

12.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's appointor.

12.5 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.

12.6 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), and
- (b) may participate in a unanimous decision of the directors (but only if his appointor is an Eligible Director in relation to that decision, and does not himself participate).

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

- 12 8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's appointor as the appointor may by notice in writing to the Company from time to time direct
- 12 9 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, or
 - (c) when the alternate director's appointor ceases to be a director for whatever reason
- 12 10 An A Director may not appoint an alternate

SHARES

13 Share Capital

- 13 1 Subject to articles 13 1 1 to 13 1 3, except as otherwise provided in these Articles, the A Shares and the B Shares shall rank *pari passu* in all respects but shall constitute separate classes of shares. The issued share capital of the Company shall (save to the extent any shares are redesignated in accordance with the provisions of these articles) at all times constitute an equal number of A Shares and B Shares. The rights attaching to the A Shares and the B Shares are as follows

13 1 1 Voting and General Meetings

The holders of the A Shares and the B Shares shall be entitled to receive notice of, attend and vote at any general meeting of the Company

13 1 2 Dividends

The holders of the B Shares shall not be entitled to any dividend or distribution of the Company or any other return in respect of the B Shares (save as provided in article 13 1 3). The holders of the A Shares shall be entitled to receive all dividends or distributions declared by the Company

13 1 3 Return of capital

On any liquidation or other return of capital the holders of the B Shares shall (in priority to the holders of the A Shares) be entitled to receive £ 001 in respect of each B Share held by them in priority to the holders of the A Shares but subject thereto the holders of the B

Shares shall not be entitled to receive any other return of capital which shall be applied for the holders of the A Shares

13 2 On the transfer of any share as permitted by these Articles

13 2 1 a share transferred to a non-shareholder shall remain of the same class as before the transfer, and

13 2 2 a share transferred to a shareholder shall automatically be re-designated on transfer as a share of the same class as those shares already held by the shareholder

If no shares of a class remain in issue following a re-designation under this article, these Articles shall be read as if they do not include any reference to that class or to any consents from, or attendance at any meeting or votes to be cast by, shareholders of that class or directors appointed by that class

13 3 No variation of the rights attaching to any class of shares shall be effective except with the sanction of a special resolution of the holders of the relevant class of shares. Where a special resolution to vary the rights attaching to a class of shares is proposed at a separate general meeting of that class of shares, all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative. For the purpose of this article, one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting

14 Unissued Shares

No share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a share of that same class

15 Further Issues of Shares: Authority

The directors are not authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to

- (a) offer or allot,
- (b) grant rights to subscribe for or to convert any security into, or
- (c) otherwise deal in or dispose of,

any shares in the Company to any person

16 Share Transfers

16 1 In these Articles, reference to the transfer of a share includes the transfer, assignment or other disposal of a beneficial or other interest in that share,

or the creation of a trust or encumbrance over that share, and reference to a share includes a beneficial or other interest in a share

- 16 2 No shareholder shall transfer any share except
- (a) in the case of a transfer of B Shares, in accordance with Article 16 3, or
 - (b) in the case of a transfer of A Shares, in accordance with Articles 16 4 to 16 10, or
 - (c) in the case of A Shares, in accordance with Article 17
- 16 3 Any person holding B Shares may at any time transfer all (but not some only) of their shares in the Company to any person
- 16 4 A shareholder wishing to transfer A Shares (**Seller**) must give a Transfer Notice to the other shareholder (**Continuing Shareholder**) giving details of the proposed transfer including, in particular, the identity of the buyer, the price of the shares and other payment terms and conditions
- 16 5 If the Continuing Shareholder gives written notice to the Seller within 28 days of receiving the Transfer Notice (the first day being the day after it receives the Transfer Notice) that it wishes to buy all the Seller's shares in the Company, the Continuing Shareholder will have the right to do so at the price specified in the Transfer Notice or for Fair Value, in respect of which the provisions of articles 17 3 to 17 10 shall apply
- 16 6 The Continuing Shareholder is bound to buy all the Seller's shares when it gives notice to the Seller under Article 16 5 that it wishes to do so
- 16 7 If, at the expiry of the period specified in Article 16 5, the Continuing Shareholder has not notified the Seller that it wants to buy the shares, the Seller may transfer all its shares in the Company to the buyer identified in the Transfer Notice at a price not less than the price specified in that notice provided that it does so within six months of the expiry of the period specified in Article 16 5
- 16 8 Any transfer of shares by way of a sale that is made under Article 16 or Article 17 shall be deemed to include a warranty that the transferor sells the shares with full title guarantee
- 16 9 Subject to Article 16 10, the directors shall forthwith register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of shares which has not been made in compliance with these Articles
- 16 10 The directors may, as a condition to the registration of any transfer of shares in the Company require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of the Joint Venture Contract (or similar document) in force between the shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the

proposed transferor under any such agreement or other document) If any such condition is imposed in accordance with this Article 16 10, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee

17 Transfers

17 1 If any of the following events (**Obligatory Transfer Events**) happen to a shareholder holding A Shares (in this article, the **Seller**), it shall serve a Transfer Notice on the other shareholder (in this article, the **Buyer**) as soon as possible, which shall include details of the Obligatory Transfer Event

- (a) the passing of a resolution for the liquidation of the shareholder other than a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the shareholder's Group (the structure of which has been previously approved by the Buyer in writing) in which a new company assumes (and is capable of assuming) all the obligations of the shareholder, or
- (b) a change of control (as control is defined in section 840 of the Income and Corporation Taxes Act 1988) of the shareholder, or
- (c) the issue at court by any competent person of a notice of intention to appoint an administrator to the shareholder a notice of appointment of an administrator to the shareholder an application for an administration order in respect of the shareholder, or
- (d) any step is taken by any person to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the shareholder, or
- (e) the shareholder being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986,
- (f) the shareholder is declared bankrupt or enters into any arrangements with his creditors or otherwise is unable to pay his debts as they fall due

If the shareholder that has suffered the Obligatory Transfer Event fails to serve a Transfer Notice, it shall be regarded as giving a Deemed Transfer Notice in relation to its shares in the Company on the date on which the other shareholder becomes aware of the Obligatory Transfer Event

17 2 If any A Shares are transferred pursuant to an Obligatory Transfer Event the Transfer Price shall not be Fair Value but instead shall be the sum of £5 in aggregate in respect of all the A Shares

17 3 As soon as practicable after service, or deemed service, of the Transfer Notice, the shareholders shall appoint an Expert to determine the Fair Value of the Seller's shares in the Company

17 4 The Buyer has the right within 10 Business Days of receiving notification of the Fair Value determined by the Expert (the first day being the day after the

Buyer receives the Fair Value notification) to serve a written notice on the Seller to buy all of the Seller's shares at the Fair Value

17 5 In these articles the Fair Value of the shares to be sold in the Company shall be the value that the Expert certifies to be the fair market value in his opinion based on the following assumptions

- (a) the value of the shares in question is that proportion of the fair market value of the entire issued share capital of the Company that the Seller's shares bear to the then total issued share capital of the Company (with no premium or discount for the size of the Seller's shareholding or for the rights or restrictions applying to the shares),
- (b) the sale is between a willing buyer and a willing seller on the open market,
- (c) the sale is taking place on the date that the Obligatory Transfer Event (if relevant) occurred,
- (d) if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so,
- (e) the shares are sold free of all encumbrances, and
- (f) to take account of any other factors that the Expert reasonably believes should be taken into account

If any problem arises in applying any of the assumptions set out in this Article 17 5, the Expert shall resolve the problem in whatever manner he shall in his absolute discretion think fit

17 6 The Expert shall be requested to determine the Fair Value within 10 Business Days of his appointment and to notify the shareholders in writing of his determination

17 7 Subject to any confidentiality provisions, the Expert may have access to all accounting records and other relevant documents of the Company

17 8 The Expert's determination shall be final and binding on the shareholders (in the absence of fraud or manifest error)

17 9 If the Seller fails to complete the transfer of shares as required under this article, the Company

- (a) is irrevocably authorised to appoint any person as agent to transfer the shares on the Seller's behalf and to do anything else that the Buyer may reasonably require to complete the sale, and
- (b) may receive the purchase price in trust for the Seller, giving a receipt that shall discharge the Buyer

DECISION MAKING OF SHAREHOLDERS

18 Quorum for General Meetings

18 1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of A Shares or a duly authorised representative of such holder and one shall be a holder of B Shares or a duly authorised representative of such holder

18 2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on provided that if no such quorum is present the meeting shall stand adjourned to the same time and day of the week following and at which the quorum shall be a holder of B Shares or a duly authorised representative of such holder

19 Chairing General Meetings

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the B Directors shall decide who the chairman shall be

20 Voting

At a general meeting, on a show of hands every shareholder who is present in person or by proxy shall have one vote, unless the proxy is himself a shareholder entitled to vote, on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder, and on a vote on a written resolution every shareholder has one vote for each share of which he is the holder except that no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right

21 Poll Votes

21 1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting

21 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

22 Proxies

22 1 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 general meeting (or adjourned meeting) to which they relate"

- 22 2 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" as a new paragraph at the end of that article

ADMINISTRATIVE ARRANGEMENTS

23 Means of Communication to be used

- 23 1 Subject to Article 23 2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient

23 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was 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,

23 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

23 1 3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied, and

23 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

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

- 23 2 Any notice, document or other information served on, or delivered to, an intended recipient under Article 16 or Article 17 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website

- 23 3 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was delivered to an address permitted for the purpose by the Act

24 Indemnity and Insurance

- 24 1 Subject to article 24 2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled

(a) each relevant officer of the Company 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 activities as a 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 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 24 1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure

24 2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law

24 3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

24 4 In this article

- (a) a **"relevant officer"** means any director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor, and
- (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 or any pension fund or employees' share scheme of the Company