

COMPANY NUMBER: 11527845

THE COMPANIES ACT 2006 ("the Act")

WRITTEN RESOLUTION

OF

ALPHA RADIOLOGY REPORTING LIMITED (the "Company")

Circulation date: 8th APRIL 2019

Pursuant to Chapter 2 of Part 13 of the Act, the directors of the Company propose that the following special resolution is passed as a special resolution (the "Resolution").

SPECIAL RESOLUTION

THAT: THE ARTICLES OF ASSOCIATION OF THE COMPANY BE REPLACED BY THE ARTICLES APPENDED TO THIS RESOLUTION.

AGREEMENT

Please read the notes at the end of the document before signifying your agreement to the Resolution.

The undersigned, being eligible members of the Company (as defined in section 289 of the Companies Act 2006), irrevocably agree to the following resolution of the Company, having effect as a special resolution in accordance with Chapter 2 Part 13 of the Companies Act 2006:

Aayee Limited:

[Signature] 8/4/2019.

ASII Medical Limited:

Abdulh 08-04-2019

Fully Body Imaging Ltd:

[Signature] 8th APRIL 2019

Mehtab Reporting Limited:

[Signature] 08/04/2019.

Pari Associates Limited:

[Signature] 8/4/19.

Prejesh Limited:

Rajesh A 8/4/2019

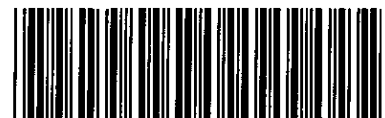
Raddoc Limited:

[Signature] 8/4/2019

Ratan Verma Associates Ltd:

[Signature] 8/4/2019.

TUESDAY



L84029Y2
LD3 23/04/2019 #84
COMPANIES HOUSE

The Radiology Clinic Ltd:

M. J. O'Sullivan 8 APRIL 2019

Tyagi Consultancy Limited:

Henry J. Tyagi 8/04/19

NOTES

1. If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

By Hand: delivering the signed copy to Dr. Imran Khan at Hawthorne House, 17a Hawthorne Drive, Leicester, England, LE5 6DL.

Post: returning the signed copy by post to Dr. Imran Khan at Hawthorne House, 17a Hawthorne Drive, Leicester, England, LE5 6DL.

E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to drkhan02@yahoo.com. Please enter "Written resolution dated 12 November 2018" in the e-mail subject box.

If you do not agree to the resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

1. Once you have indicated your agreement to the resolution, you may not revoke your agreement.
2. Unless, by 19 November 2018, sufficient agreement has been received for the resolution to pass, it will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date.
3. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

The Companies Act 2006

Articles of Association of Alpha Radiology Reporting Limited (No. 11527845)

Private company limited by shares

(Adopted by special resolution on 8th APRIL 2019)

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The Companies Act 2006

Articles of Association of Alpha Radiology Reporting Limited (No. 11527845)

Private company limited by shares

1. DEFINITIONS AND INTERPRETATION

1.1 In these Articles:

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

"Directors" means the directors appointed by the Shareholders pursuant to these Articles and holding office for the time being and, unless otherwise stated, includes their duly appointed alternates;

"Articles" means these articles of association of the Company as amended from time to time;

"Board" means the board of directors of the Company from time to time or, as the context may require, any duly authorised committee thereof;

"clear days" means in relation to the period of a notice 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;

"Company Accountant" means a qualified accountant as appointed by the Board from time to time;

"directors" means the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company;

"group undertaking" shall be construed in accordance with section 1161 of the Act;

"holder" means, in relation to shares in the capital of the Company, the member whose name is entered in the register of members as the holder of the shares;

"Model Articles" means the model articles for private companies limited by shares contained in schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) as amended prior to the date of adoption (including on incorporation) of these Articles and **"Model Article"** is in reference to the appropriate section of the Model Articles;

"Ordinary Shares" means the ordinary shares of £1.00 each in the capital of the Company and having the rights set out in these Articles;

"Original Shareholders" means the Shareholders at the incorporation of the Company;

"secretary" includes a joint, assistant or deputy secretary and any other person appointed to perform the duties of the secretary of the Company;

"Share" means any share in the capital of the Company;

"Shareholders" means the holders of the Ordinary Shares together (and the expression "Shareholder" shall be construed accordingly);

"Units" means, in relation to Shares constituted or deemed to be constituted in a Pre-Emptive Notice in accordance with Article 7.3, the smallest number of Shares as shall avoid fractions of Shares such that the aggregate nominal value of each class of Share comprised in a Unit shall be in the same proportion one to another as the aggregate of the nominal issued values of each class of Share in aggregate.

1.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles were adopted.

1.3 The Model Articles shall apply to the Company save insofar as they are excluded or varied hereby and such Model Articles (save as so excluded or varied) and these Articles shall be the articles of association of the Company.

2. **SHARE RIGHTS: INCOME**

2.1 The holders of the Shares shall rank equally for any dividends paid.

3. **SHARE RIGHTS: CAPITAL**

On a return of capital on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied equally among the holders of the Shares (pro rata to the number of such shares held).

4. **SHARE RIGHTS: VOTING**

4.1 Subject to Article 11.6, on a resolution at a general meeting on a poll, every member (whether present in person, by proxy) shall have one vote for every Share of which it is the holder, save for Mohd Arif Syed who shall additionally have the deciding vote in the case of a tie. On a vote on a resolution at a general meeting on a show of hands, each member (present in person, by proxy or by corporate representative) who would be entitled to vote on a poll at that meeting has one vote.

4.2 In the first four years since the Company's formation for the founding members, only the Eligible Individuals (as defined at 11.4) may represent their respective bodies corporate and have the right to vote, and no other director of each member shall have the right to attendance or vote at a general meeting. After four years, other directors of the bodies corporate may attend a general meeting but will not have the right to vote.

5. **ISSUES OF SHARES**

5.1 All Shares which the directors propose to issue shall comprise Ordinary Shares in the proportions which at that time the Ordinary Shares bear to each other and shall be dealt with in accordance with the following provisions of this Article 5.1:

(a) any Ordinary Shares proposed to be issued shall first be offered to the Shareholders in proportion to the number of existing Shares held by them respectively;

- (b) each such offer shall be made by notice specifying the total number of Shares being offered, the proportionate entitlement of the member to whom the offer is made and the price per Share (which shall be the same for each Share of each class of Share) and shall require each member to state in writing within a period (not being less than 14 days) specified in the notice whether it is willing to take any and, if so, what maximum number of the said Shares up to its proportionate entitlement;
- (c) an offer, if not accepted within the period specified in the notice as regards any Shares, will be deemed to be declined as regards those Shares;
- (d) any Shares not accepted pursuant to such offer and further offers made in accordance with this Article 5.1 or not capable of being offered as aforesaid except by way of fractions shall not be issued; and
- (e) all Shares which pursuant to the provisions of these Articles may be issued to a Shareholder shall upon being registered in the name of such holder become Ordinary Shares.

5.2 The Board may at its discretion issue and/or allot 10 non-voting shares to a new member ("**Additional Member**") provided the following conditions are met:

- (a) the maximum number of shares held by each Additional Member do not exceed 5% of the total issued shares of the Company; and
- (b) either:
 - (i) the Additional Member is a radiologist or radiographer or with an ongoing consultancy agreement with the Company that has been in force for at least two years; or
 - (ii) the Additional Member is a business professional or similar.

6. **TRANSFERS OF SHARES**

- 6.1 Except as provided in Article 7 (Permitted Transfers) or as provided in any agreement binding on all Shareholders from time to time and subject to the further provisions of this Article 6 (Transfers of Shares), no Shares in the Company shall be transferred.
- 6.2 The Board shall reserve the right to decline to register any transfer that is not made in accordance with the provisions of these Articles, and any transfer in breach of these Articles shall be void. Model Article 26(5) shall be construed accordingly.
- 6.3 On the transfer of any Share as permitted by these Articles a Share transferred to a non-shareholder shall remain of the same class as before the transfer.
- 6.4 For the purposes of these Articles, any sale or any other disposition (including by way of mortgage, charge or other security interest) of any legal or equitable interest in a Share (including any voting right attached to it) shall be deemed to be a transfer by a holder of Shares.
- 6.5 To enable the Board to determine whether or not there has been any transfer of Shares in breach of these Articles the Board may, from time to time, require any holder (or such other person as the Board may reasonably believe to have information relevant to such purpose) to furnish to the Company such information and evidence as the Board may think fit regarding the names, addresses and interests of all persons respectively having interests in the Shares from time to time registered in the holder's name. Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such breach has occurred, or that as a result of such information and evidence the Board is reasonably satisfied that such breach has occurred, the Board shall forthwith notify

the holder of such Shares in writing of that fact and, if the holder fails to remedy such breach within 20 days of receipt of such written notice, then:

- (a) the relevant Shares shall cease to confer upon the holder thereof (or any proxy thereof) any rights:
 - (i) to vote (whether on a show of hands or on a poll); or
 - (ii) to receive dividends or other distributions (other than the amount paid-up (or credited as paid-up) in respect of the nominal value (and any share premium) of the relevant Shares upon a return of capital) attaching to such Shares; and
- (b) the holder may be required (by notice in writing to such holder from the Board) at any time following such notice to transfer some or all of his Shares to such person(s) at a price determined by the Board.

The rights referred to in Article 6.5(a) shall be reinstated upon the completion of any transfer referred to in Article 6.5(b).

6.6 If a holder defaults in transferring Shares to be transferred pursuant to Article 6.5 or any shares to be transferred pursuant to any other provisions of the Articles (the "**Relevant Securities**"):

- (a) the chairman for the time being of the Company, or failing him one of the directors of the Company or some other person duly nominated by a resolution of the Board for that purpose, shall be deemed to be the duly appointed agent of the holder with full power to execute, complete and deliver in the name and on behalf of the holder all documents necessary to give effect to the transfer of the Relevant Securities to the relevant transferee;
- (b) the Board may receive and give a good discharge for the purchase money on behalf of the holder and (subject to the transfer being duly stamped) enter the name of the transferee in the register of members or other appropriate register as the holder by transfer of the Relevant Securities;
- (c) the Board shall forthwith pay the purchase money into a separate bank account in the Company's name and if and when the holder shall deliver up his certificate or certificates for the Relevant Securities to the Company (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost certificate) he shall thereupon be paid the purchase money, without interest and less any sums owed to the Company by the holder pursuant to these Articles or otherwise.

The appointment referred to in Article 6.6(a) shall be irrevocable and is given by way of security for the performance of the obligations of the holder under these Articles.

7. **PERMITTED TRANSFERS**

- 7.1 Shares may not be transferred by a body corporate (the "**Original Holder**") to a subsidiary or holding company of the Original Holder or another subsidiary of such holding company.
- 7.2 A holder may not transfer Shares to a nominee or trustee for that holder and any nominee or trustee may transfer Shares to any other nominee or trustee or to the beneficiary.
- 7.3 Any Shareholder proposing to transfer any Shares shall give notice in writing (the "**Pre-Emptive Notice**") to the Company and each of the (the "**Proposing Transferor**") other Shareholders specifying:

- (a) the number of Shares (expressed in Units) that are proposed to be transferred and the number of Shares (expressed in Units) that the Proposing Transferor will retain after such transfer (if any);
 - (b) the price per Share that the Proposing Transferor is able to transfer at as set by the Company Accountant (the "**Transfer Price**"), and the total consideration to be received by the Proposing Transferor assuming a buyer is found for all of the specified Shares (expressed in Units) at the Transfer Price;
 - (c) that the specified Shares (expressed in Unites) are offered in the first instance to the Company by way of a buyback of shares at the Transfer Price; and
 - (d) the period in which the Company may accept the offer in the Pre-Emptive Notice.
- 7.4 The Pre-Emptive Notice shall constitute the Company the agent of the Proposing Transferor for the sale in Units of all (but not some only) Shares specified in the Transfer Notice together with all rights then attached thereto at the Transfer Price.
- 7.5 At the end of the offer period, if the Company has not responded it shall be deemed to have declined the offer.
- 7.6 If all the Units specified in the Transfer Notice have been accepted, the Company shall give notice in writing to the Proposing Transferor summarising the acceptances of the offer and the Proposing Transferor shall be bound upon payment of the price due to transfer the relevant Units to the Company. If the Proposing Transferor makes default in transferring any such Units the Company may receive the purchase money on his behalf and may authorise a direction to execute a transfer of such Units as agent of and/or as attorney for the Proposing Transferor in favour of the Company. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the Proposing Transferor.
- 7.7 If the offer in the Pre-Emptive Notice is not accepted in full the Company, then the Proposing Transferor must wait until such time that the Board decides to buyback the offered shares. The Board should take reasonable steps to expedite the buyback of such shares as soon as practicable and within the interests of the Company.
- 7.8 Shares bought back in the manner detailed in this clause may then be offered by the Company at the Board's discretion to the remaining Shareholders in equal amounts so as to maintain an equal shareholding between all Original Shareholders. Should an Original Shareholder accept less than the number of shares allocated to it, then the lowest such acceptance shall be the allocation to all Original Shareholders. Any outstanding shares shall be retained by the Company.
- 7.9 If an Eligible Individual dies within four years of the Company's formation, then the other directors of the member of which such Eligible Individual was a director of, have three months to follow the Transfer of Shares procedure as set out at 7.3- 7.7 in order to effect a sale of all of the shares held by such member in the Company back to the Company.
- 7.10 If an Eligible Individual dies four year after the date of the Shareholders Agreement, then the member of which such Eligible Individual was a director of, may continue to hold its shares in the Company.
- 7.11 If an Additional Member dies on or before three years after the issue of shares to such Additional Member, then the Additional Member's estate or other directors of the member of which such Eligible Individual was a director (as applicable), have three months to follow the Transfer of Shares procedure as set out at 7.3- 7.7 in order to effect a sale of all of the shares held by such member in the Company back to the Company.

7.12 If an Additional Member dies three year after the date of the issue of such shares to the Additional Member, then Additional Member's estate may continue to hold such shares.

7.13 Where an Eligible Individual who is on an on-call frequency of 1-in-8 or more frequent as part of his customary NHS employment:

- (a) fails to complete 72 sessions annually for each of the first two years of the Company's running (beginning from the date of the consultancy agreement with the relevant Eligible Individual);
- (b) has committed any serious or repeated breach or non-observance of his obligations to the Company as either director, shareholder, or Consultant (which include an obligation not to breach any statutory, fiduciary or common-law duties which may apply to the Eligible Individual, including any data protection duties arising out of applicable statute and any clinical governance and other relevant guidelines set out by authoritative medical bodies such as the General Medical Council and the Royal College of Radiologists); or
- (c) has been guilty of any fraud or dishonest or acted in any manner which, in the Company's opinion, brings or is likely to bring him or the Company into disrepute or is materially adverse to the Company's interests,

he may be forced to sell the shares at the market rate (as decided by the Company's accountants from time to time) back to the Company if the Company's shareholders vote to do so by ordinary resolution.

7.14 Where an Eligible Individual who is on an on-call frequency of 1-in-9 or less frequent as part of his customary NHS employment, Clause 7.12 (a) shall be varied to the following:

- (a) fails to complete 72 sessions annually for each of the first two years of the Company's running (beginning from the date of the consultancy agreement with the relevant Eligible Individual);

and for the avoidance of doubt, all other provisions of 7.13 shall continue to apply without variation to such an Eligible Individual.

8. VARIATION OF CLASS RIGHTS

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 (if 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.

9. PROCEEDINGS AT GENERAL MEETINGS

9.1 No business shall be transacted at any general meeting unless a quorum of members is present at the commencement and throughout the meeting. A quorum shall consist of two members present in person or by proxy or (in the case of a member being a corporation) by representative, save that if and for so long as the Company has only one person as a member, one member present in person or by proxy or (in the case of a member being a corporation) by representative shall be a quorum.

9.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same

time and place or to such other day and at such other place as the directors may determine at which meeting any two members present in person or by proxy or (in the case of a member being a corporation) by representative shall be a quorum; if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.

- 9.3 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy or (in the case of a member being a corporation) by representative and entitled to vote. Model Article 44 shall be altered accordingly.

10. **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

- 10.1 Only the Eligible Individuals (as defined below) may represent a corporation which is a member of the Company. Any other directors or the secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation, may not act as its representative at any meeting of the Company or any class of members of the Company.

11. **APPOINTMENT AND REMOVAL OF DIRECTORS**

- 11.1 All appointments and removals under this Article 11 shall be by notice in writing. Model Article 17(1) shall not apply. Appointments shall be for a term of two years (the "**Term**").

- 11.2 Upon the expiry of the Term, any of the Eligible Individuals can express their wish to be appointed directors. Shareholders will elect by way of a poll vote at a General Meeting their preferred candidate and the top three candidates shall be appointed directors.

- 11.3 Should a director resign, be removed, or decease, a replacement director will be appointed by way of the same process outlined at 11.2.

- 11.4 Only the following individuals shall be eligible to be directors so long as they hold a beneficial shareholding in the company ("**Eligible Individuals**"):

- (a) Imran Khan;
- (b) Mohd Arif Syed;
- (c) Ratan Kumar Verma;
- (d) Moinuddin Mushtaque Hoosein;
- (e) Raman Tyagi;
- (f) Deepak Kathuria;
- (g) Syed Ghafran Naqvi;
- (h) Abdullah Saeed; and
- (i) Aejaaz Syed

- 11.5 The first Term shall commence on the date of the first contract signed by the Company to provide teleradiology services. Details of this contract will be provided by the directors to all shareholders.

- 11.6 On any resolution to remove a director appointed by the Shareholders pursuant to these Articles or to amend or alter this Article 11, shares held by the relevant appointors shall together carry at least one vote in excess of 90 per cent of the votes exercisable at the general meeting at which such resolution is to be proposed.

11.7 The number of directors of the Company shall not be less than two.

12. DIRECTORS' INTERESTS AND CONFLICTS

12.1 Provided that he has disclosed to the directors the nature and extent of any interest in accordance with and to the extent required by the Act or the interest is deemed disclosed by Article 12.2, a director notwithstanding his office:

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is interested or any Company group undertaking or any body corporate in which any Company group undertaking is interested;
- (c) may act, by himself or through a firm in which he is interested, in a professional capacity for the Company or any Company group undertaking or any body corporate in which any Company group undertaking is interested (otherwise than as auditor); and
- (d) may hold any other place of profit with the Company (otherwise than as auditor) in conjunction with his office as the directors may determine;

and (i) he shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the Company for any remuneration or other benefit which he or any other person derives from any such office or employment or from any such transaction or arrangement or from acting in a professional capacity or from any interest in any such undertaking or body corporate; and (ii) no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or remuneration or other benefit; and (iii) receipt of any such remuneration or other benefit shall not constitute a breach of his duty under section 176 of the Act.

12.2 For the purposes of this Article a director shall be deemed to have disclosed the nature and extent of an interest which consists of him being a director, officer or employee of any group undertaking of the Company in relation to the Company.

12.3 For the purposes of section 175 of the Act, the directors may authorise any matter proposed to them which would, if not so authorised, constitute or give rise to an infringement of duty by a director under that section.

12.4 Any authorisation of a matter pursuant to Article 12.3 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

12.5 Any authorisation of a matter under Article 12.3 shall be subject to such conditions or limitations as the directors may specify, whether at the time such authorisation is given or subsequently, and may be terminated or varied by the directors at any time. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.

12.6 A director shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the Company for any remuneration or other benefit which derives from any matter authorised by the directors under Article 12.3 and any transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such remuneration or other benefit or on the ground of the director having any interest as referred to in section 175 of the Act.

- 12.7 A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director or officer or employee of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his connection with that other person conflicts, or possibly may conflict, with the interests of the Company, this Article 12.7 applies only if the existence of that connection has been authorised by the directors under Article 12.3 above. In particular, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails:
- (a) to disclose any such information to the directors or to any director or other officer or employee of the Company; and/or
 - (b) to use any such information in performing his duties as a director or officer or employee of the Company.
- 12.8 Where the existence of a director's connection with another person has been authorised by the directors under Article 12.3 and his connection with that person conflicts, or possibly may conflict, with the interests of the Company, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he:
- (a) absents himself from meetings of the director or any committee thereof at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
 - (b) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser,
- for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.
- 12.9 The provisions of Articles 12.7 and 12.8 are without prejudice to any equitable principle or rule of law which may excuse the director from:
- (a) disclosing information, in circumstances where disclosure would otherwise be required under these Articles or otherwise;
 - (b) attending meetings or discussions or receiving documents and information as referred to in Article 12.8 in circumstances where such attendance or receiving such documents and information would otherwise be required under these Articles.
- 12.10 For the purposes of this Article 12 a conflict of interest includes a conflict of interest and duty and a conflict of duties.
- 12.11 Model Article 14 (conflicts of interests) shall not apply to the Company.

13. **DIRECTORS' MEETINGS**

- 13.1 The quorum for the transaction of business of the directors shall throughout the meeting be two.
- 13.2 The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless at least two directors indicate their willingness to accept shorter notice of a meeting of the directors, at least seven clear days' prior notice of the time and place of each meeting of the directors shall be given.

- 13.3 Subject to any agreement to the contrary between the Shareholders, questions, resolutions and matters arising at any meeting shall be determined by a majority of votes.
- 13.4 Any director including an alternate director may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other and any director or alternate director or member of a committee participating in this manner shall be deemed to be present in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
- 13.5 At any meeting of the directors each director shall have one vote.
- 13.6 It shall not be necessary for the Company to have, but it may have, a secretary.
- 13.7 In Model Article 8(2) (copies of unanimous decisions in writing) the words "copies of which have been signed by each eligible director" shall be replaced by the words "where each eligible director has signed one or more copies of it".
- 13.8 In Model Article 9(4) (waiver of notice entitlement) the words "not more than 7 days" shall be replaced by the words "either before, on or".
- 13.9 The chairman shall not have a casting vote and Model Article 13 shall not apply to the Company.
14. **ALTERNATE DIRECTORS**
- 14.1 Any director (the "**appointor**") may appoint as an alternate any other director, or any other person approved by a resolution or other decision of the directors to:
- (a) exercise that director's powers; and
 - (b) carry out that director's responsibilities,
- in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 14.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 14.3 The notice must:
- (a) identify the proposed alternate; and
 - (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.
- 14.4 An alternate director has the same rights, in relation to any directors' meeting, and all meetings of committees of directors of which the appointor is a member, or directors' written resolution, or other decision of the directors reached in accordance with Model Article 8, as the alternate's appointor. For the purposes of Model Articles 8(1) and 8(2) (unanimous decisions) if an alternate director indicates that he shares the common view, his appointor need not also indicate that he shares the common view and if a resolution is signed by an alternate director (or to which an alternate director has indicated his agreement in writing), it need not also be signed or so agreed to by his appointor.

14.5 Except as these 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.

14.6 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 participating (but only if that person's appointor is not participating); and
- (b) may sign (or otherwise indicate his agreement in writing to) a written resolution (but only if that person's appointor has not signed or otherwise indicated his agreement in writing to such written resolution).

No alternate may be counted as more than one director for such purposes.

14.7 A director who is an alternate director has an additional vote on behalf of each appointor who:

- (a) is not participating in a directors' meeting; and
- (b) would have been entitled to vote if he were participating in it.

14.8 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

14.9 Model Article 20 (directors' expenses) is modified by the addition of the words "(including alternate directors)" before the words "properly incur".

14.10 An alternate director's appointment as an alternate terminates:

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

15. **NOTICES AND DEEMED DELIVERY**

15.1 Any notice, document or other information sent or supplied by the Company:

- (a) by post (whether in hard copy or electronic form) to an address in the United Kingdom (provided that the company is able to show that it (or the envelope) was properly addressed, prepaid and posted) shall be deemed to have been received by the intended recipient on the day following that on which it (or an envelope containing it) was put in the post if first-class post was used or 48 hours after it was posted if first-class post was not used;

- (b) by electronic means (provided that the Company is able to show that it was properly addressed) shall be deemed to have been received by the intended recipient on the day on which it was sent or supplied;
- (c) by means of a website shall be deemed to have been received by the intended recipient:
 - (i) when the material was first made available on the website; or
 - (ii) if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website; or
- (d) left at a Shareholder's registered address, or such other postal address as notified by the Shareholder to the Company for the purpose of receiving company communications, shall be deemed to have been received on the day it was left.

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