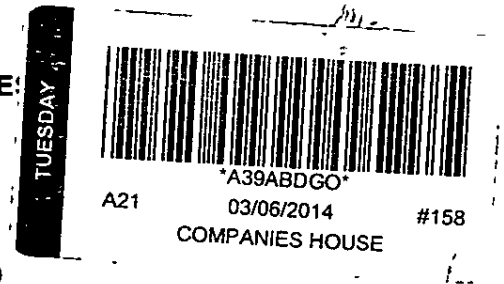


THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARE
ARTICLES OF ASSOCIATION
OF
BD VETERINARY HOLDINGS LIMITED
(Company)



(Adopted by special resolution on 29 May 2014)

1 Definitions and Interpretation

1 1 In these articles

A Proportion means the proportion that the number of A Ordinary Shares in issue bears to the total number of Shares in issue from time to time

A Ordinary Share means an ordinary share of £1 each in the capital of the Company designated as an A Ordinary Share

Act means the Companies Act 2006 and any statutory modification or re-enactment of such act for the time being in force

appointor has the meaning given in article 15 1

B Proportion means the proportion that the number of B Ordinary Shares in issue bears to the total number of Shares in issue from time to time

B Share means an ordinary share of £1 each in the capital of the Company designated as a B Ordinary Share

Board means the board of directors of the Company or the directors present at a duly convened meeting of the board or a committee of the board

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

call has the meaning given in article 27 1

call notice has the meaning given in article 27 1

Company's lien has the meaning given in article 26 1

Conflict has the meaning given in article 11

connected with has the meaning given in section 1122 Corporation Tax Act 2010 save that there shall be deemed to be control for that purpose whenever either section 1124 of that act would so require

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

Group means the Company and all its subsidiaries and subsidiary undertakings for the time being and member of the Group shall be construed accordingly

lien enforcement notice has the meaning given in article 26 5

Member means any registered holder of Shares for the time being

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

PPV Net Proceeds means the proceeds of sale of the entire issued share capital of Practice Plan for Vets Limited (CRN 3681199) which are payable to the Company other than those comprising Retention Account Proceeds less the Company's share of any and all costs, charges and expenses incurred in relation to such sale

qualifying person has the meaning given in section 318 of the Act

Retention Account Proceeds means those of the proceeds of sale of the entire issued share capital of Practice Plan for Vets Limited (CRN 3681199) which are payable to the Company upon the release of any retention account in which the same were deposited

Shareholder Agreement means the agreement relating to the Company dated 22 October 2012 and made between Burgess Group Plc (1), Mr Trevor George Corry Thomas (2), Mr Michael Beresford Hadfield (3) and the Company (4), as amended, waived, restated, modified or supplemented for the time being

Shares means any shares of the Company from time to time (including for the avoidance of doubt the A Ordinary Shares and the B Ordinary Shares)

- 1 2 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these articles
- 1 3 Save as otherwise 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 Words and expressions defined elsewhere in these articles shall bear the meanings given to them there
- 1 4 A reference in these articles to a 'regulation' is a reference to the relevant article of the Model Articles and a reference to an article by number is to the particular article of these articles
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
 - 1 5 1 any subordinate legislation from time to time made under it, and
 - 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 In these articles, words importing a gender include every gender, references to the singular include the plural and references to persons include bodies corporate, unincorporated associations and partnerships
- 1 7 The headings in these articles shall not affect their construction

- 1 8 If any date referred to in these articles is not a Business Day, it shall be taken to be a reference to the next Business Day after that date
- 1 9 Notwithstanding any other provision of these articles, in the event of a conflict or inconsistency between these articles and the Shareholder Agreement, the Shareholder Agreement shall prevail
- 2 Further issues of Shares: authority**
- 2 1 Save to the extent authorised by these articles, or authorised from time to time by an ordinary resolution of the Members, the directors shall not exercise any power to allot Shares or to grant rights to subscribe for, or to convert any security into, any Shares in the Company
- 2 2 Subject to the remaining provisions of this article 2, the directors are generally and unconditionally authorised, for the purposes of section 551 of the Act and generally, to exercise any power of the Company to
- 2 2 1 offer or allot,
- 2 2 2 grant rights to subscribe for or to convert any security into, or
- 2 2 3 otherwise deal in, or dispose of,
- any Shares in the Company to any person, at any time and subject to any terms and conditions as the Board thinks proper
- 2 3 The authority referred to in article 2 2
- 2 3 1 shall be limited to a maximum nominal amount of £50,000,
- 2 3 2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution, and
- 2 3 3 may only be exercised for a period of five years commencing on the date on which these articles are adopted, save that the Board may make an offer or agreement which would, or might, require Shares to be allotted after the expiry of such authority (and the Board may allot Shares in pursuance of an offer or agreement as if such authority had not expired)
- 3 Further issues of Shares: pre-emption rights**
- 3 1 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company
- 3 2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all Members on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of Shares held by those holders (as nearly as possible without involving fractions) The offer
- 3 2 1 shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities, and
- 3 2 2 may stipulate that any Member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his

acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe

- 3 3 Any equity securities not accepted by Members pursuant to the offer made to them in accordance with article 3 2 shall be used for satisfying any requests for Excess Securities made pursuant to article 3 2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of Shares held by the applicants immediately before the offer was made to Members in accordance with article 3 2 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any Member beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the Board may determine, at the same price and on the same terms as the offer to the Members.
- 3 4 Subject to articles 3 2 and 3 3, and to section 551 of the Act, any equity securities shall be at the disposal of the Board who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.
- 3 5 Without the prior written consent of the Board, no Shares shall be allotted to any employee, director, prospective employee or director of any member of the Group unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003.

Directors: Decision-Making by Directors

4 Directors to take decisions collectively

- 4 1 Regulation 7 of the Model Articles shall be amended by
- 4 1 1 the insertion of the words "for the time being" at the end of regulation 7(2)(a), and
- 4 1 2 the insertion in regulation 7(2) of the words "(for so long as he remains the sole director)" after the words "and the director may"

5 Unanimous Decisions

- 5 1 A decision of the Board is taken in accordance with this article 5 when all eligible directors indicate to each other by any means that they share a common view on a matter. 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.
- 5 2 A decision may not be taken in accordance with article 5 1 if the eligible directors would not have formed a quorum at such a meeting.

6 Calling a directors' meeting

Any director may call a meeting of the Board by giving not less than 3 Business Days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

7 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one, and if and for so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these articles or the Model Articles.

8 Quorum for directors' meetings

8 1 Subject to article 8 2 and regulation 7(2) of the Model Articles, the quorum for the transaction of business at a meeting of Board is any two eligible directors

8 2 For the purpose of any meeting (or part of a meeting) held pursuant to article 11 to authorise a director's conflict, if there are fewer than two eligible directors in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

8 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision

8 3 1 to appoint further directors, or

8 3 2 to call a general meeting so as to enable the Members to appoint further directors

8 4 If within half an hour of the time appointed for the holding of any meeting of the Board a quorum is not present, or if during the meeting a quorum ceases to be present, the director(s) present shall resolve to adjourn that meeting to a specified place and time (which shall not be earlier than three nor later than five Business Days after the date of such meeting) The Company shall give notice to each director who did not attend such meeting requiring him either to attend the adjourned meeting of the Board or to state in writing his view on the matters to be discussed at that meeting If any director having received such notice fails to attend such adjourned meeting, the quorum necessary for the transaction of the business of the Board shall be any director An alternate director shall be counted in the quorum in the same capacity as his appointor but so that not less than two individuals will constitute the quorum

9 Casting vote

9 1 If the numbers of votes for and against a proposal at a meeting of Board are equal, the chairman or other director chairing the meeting shall not have a casting vote

10 Transactions or other arrangements with the Company

10 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Companies Acts, a director who is in any way, whether director or indirectly, interested in an existing or proposed transaction or arrangement with the Company

10 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,

10 1 2 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,

10 1 3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested,

10 1 4 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,

10 1 5 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

10 1 6 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

11 Directors' conflicts of interest

11 1 The Board may, in accordance with the requirements set out in this article 11, 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 a conflict of interest (**Conflict**)

11 2 Any authorisation under this article 11 will be effective only if

11 2 1 the matter in question shall have been proposed by any director for consideration at a meeting of the Board in the same way that any other matter may be proposed to the Board under the provisions of these articles or in such other manner as the Board may determine,

11 2 2 any requirement as to the quorum at the meeting of the Board at which the matter is considered is met without counting the director in question, and

11 2 3 the matter was agreed to without his voting or would have been agreed to if his vote had not been counted

11 3 Any authorisation of a Conflict under this article 11 may (whether at the time of giving the authorisation or subsequently)

11 3 1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised,

11 3 2 be subject to such terms and for such duration, or impose such limits or conditions as the Board may determine, and

11 3 3 be terminated or varied by the Board at any time

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

11 4 In authorising a Conflict the Board 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

11 4 1 disclose such information to the Board or to any director or other officer or employee of the Company, or

11 4 2 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

- 11 5 Where the Board authorises a Conflict they may (whether at the time of giving the authorisation or subsequently) provide, without limitation, that the director
- 11 5 1 is excluded from discussions (whether at meetings of the Board or otherwise) related to the Conflict,
 - 11 5 2 is not given any documents or other information relating to the Conflict, and
 - 11 5 3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of the Board in relation to any resolution relating to the Conflict
- 11 6 Where the Board authorises a Conflict
- 11 6 1 the director will be obliged to conduct himself in accordance with any terms imposed by the Board in relation to the Conflict, and
 - 11 6 2 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 Board imposes in respect of its authorisation
- 11 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 Board 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
- 12 Records of decisions to be kept**
- Where decisions of the Board are taken by electronic means, such decisions shall be recorded by the Board in permanent form, so that they may be read with the naked eye
- 13 Appointment of directors**
- In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director
- 14 Termination of director's appointment**
- A person shall cease to be a director if (being an executive director) he ceases to be employed by any member of the Group (and as a consequence is no longer an employee of any member of the Group) Regulation 18 of the Model Articles shall be extended accordingly
- 15 Appointment and removal of alternate directors**
- 15 1 Any director (appointor) may appoint as an alternate any other director, or any other person approved by resolution of the Board, to
- 15 1 1 exercise that director's powers, and
 - 15 1 2 carry out that director's responsibilities,
- in relation to the taking of decisions by the Board, in the absence of the alternate's appointor

- 15 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 Board
- 15 3 The notice must
- 15 3 1 identify the proposed alternate, and
- 15 3 2 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
- 16 Rights and responsibilities of alternate directors**
- 16 1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the Board as the alternate's appointor
- 16 2 Except as the articles specify otherwise, alternate directors
- 16 2 1 are deemed for all purposes to be directors,
- 16 2 2 are liable for their own acts and omissions,
- 16 2 3 are subject to the same restrictions as their appointors, and
- 16 2 4 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
- 16 3 A person who is an alternate director but not a director
- 16 3 1 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),
- 16 3 2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate), and
- 16 3 3 shall not be counted as more than one director for the purposes of articles 16 3 1 and 16 3 2
- 16 4 A director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Board (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present
- 16 5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company
- 17 Termination of alternate directorship**
- An alternate director's appointment as an alternate terminates
- 17 1 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

17 1 2 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,

17 1 3 on the death of the alternate's appointor, or

17 1 4 when the alternate's appointor's appointment as a director terminates

18 Secretary

The Board may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they think fit and from time to time remove such person and, if the Board so decides, appoint a replacement, in each case by a decision of the Board

19 Directors' expenses

Regulation 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"

Members: Decision-Making by Members

20 Quorum at general meetings

Subject to article 21, the quorum at any general meeting of the Company shall be two qualifying persons present at the general meeting, except when the Company has only one Member, when the quorum shall be one such qualifying person

21 Adjournment

Where a general meeting is adjourned under regulation 41 of the Model Articles because a quorum is not present or if during a meeting a quorum ceases to be present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall form a quorum, and regulation 41 shall be modified accordingly

22 Poll Votes

22 1 A poll may be demanded at any general meeting by any qualifying person present and entitled to vote at the meeting

22 2 Regulation 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 regulation

23 Proxies

23 1 Regulation 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate"

23 2 Regulation 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the Board, in its discretion, accepts the notice at any time before the meeting" as a new paragraph at the end of that regulation

24 Consolidation, conversion and sub-division

24 1 All new shares created by any increase in the Company's share capital, any sub-division or consolidation and division of its share capital or any conversion of stock into paid up shares shall be subject to the provisions of the Act and of these articles, including those relating to payment of calls, lien, transfer, transmission and forfeiture. Such new shares shall be unclassified unless otherwise provided by these articles, by the resolution creating the shares or by the terms of allotment of the shares

24 2 If as a result of a consolidation or sub-division of shares any Members would become entitled to fractions of a share, the Board may on behalf of those Members deal with the fractions as they think fit. In particular, without limitation, the Board may aggregate and sell the shares representing the fractions to any person (including, subject to the provisions of the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those Members (except that any proceeds in respect of any holding less than a sum fixed by the Board may be retained for the benefit of the Company). For the purposes of any such sale, the Board may appoint some person to transfer the shares to, or in accordance with the directions of, the buyer. The buyer shall not be bound to see to the application of the purchase moneys and his title to the shares shall not be affected by any irregularity in, or invalidity of, the proceedings in relation to the sale

25 Partly paid shares

Regulation 21 of the Model Articles shall not apply to the Company, and Shares may be issued other than fully paid

26 Lien

Company's lien over Shares

26 1 The Company has a lien (**the Company's lien**) over every Share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies payable by him or his estate (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future

26 2 The Company's lien over a Share

26 2 1 takes priority over any third party's interest in that Share, and

26 2 2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share

26 3 The Board may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part

Enforcement of the Company's lien

26 4 Subject to the provisions of this article 26, if

26 4 1 a lien enforcement notice has been given in respect of a Share, and

26 4 2 the person to whom the notice was given has failed to comply with it,

the Company may sell that Share, subject to article 27 20, in such manner as the Board decides

26 5 A lien enforcement notice

- 26 5 1 may only be given in respect of a Share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- 26 5 2 must specify the Share concerned,
- 26 5 3 must require payment of the sum within 10 clear Business Days of the notice (that is, excluding the date on which the notice is given and the date on which that 10 Business Day period expires),
- 26 5 4 must be addressed either to the holder of the Share or to a transmittee of that holder, and
- 26 5 5 must state the Company's intention to sell the Share if the notice is not complied with
- 26 6 Where Shares are sold under this article 26
 - 26 6 1 the Board may authorise any person to execute an instrument of transfer of the Shares to the purchaser or to a person nominated by the purchaser, and
 - 26 6 2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- 26 7 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
 - 26 7 1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
 - 26 7 2 second, to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation, or an indemnity in a form reasonably satisfactory to the Board has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed upon the Shares before the sale in respect of all Shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice
- 26 8 A statutory declaration by a director or the company secretary that the declarant is a director or the company secretary and that a Share has been forfeited or surrendered or sold to satisfy the Company's lien on a specified date
 - 26 8 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and
 - 26 8 2 subject to compliance with any other formalities of transfer required by these articles or by law, constitutes a good title to the Share and the person to whom the Share is sold, re-allotted or disposed of shall be registered as the holder of the Share, and shall not be bound to see to the application of the purchase money (if any), nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the Share, the remedy of any person aggrieved in respect of the proceedings shall be in damages only and against the Company exclusively

27 Calls on shares and forfeiture

Call notices

- 27 1 Subject to the articles and the terms on which Shares are allotted, the Board may send a notice (a **call notice**) to a Member requiring the Member to pay the Company a specified sum of money (a **call**) which is payable in respect of Shares which that Member holds at the date when the Board decides to send the call notice
- 27 2 A call notice
- 27 2 1 may not require a Member to pay a call which exceeds the total sum unpaid on that Member's Shares (whether as to the Share's nominal value or any amount payable to the Company by way premium),
- 27 2 2 must state when and how any call to which it relates is to be paid, and
- 27 2 3 may permit or require the call to be made in instalments
- 27 3 A Member must comply with the requirements of a call notice, but no Member is obliged to pay any call before 10 clear Business Days (that is, excluding the date on which the notice is given and the date on which that 10 Business Day period expires) have passed since the notice was sent
- 27 4 Before the Company has received any call due under a call notice the Board may
- 27 4 1 revoke it wholly or in part, or
- 27 4 2 specify a later time for payment than is specified in the notice,
- by a further notice in writing to the Member in respect of whose Shares the call is made

Liability to pay calls

- 27 5 Liability to pay a call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid
- 27 6 Joint holders of a Share are jointly and severally liable to pay all calls in respect of that Share
- 27 7 Subject to the terms on which Shares are allotted, the Board may, when issuing Shares, provide that call notices sent to the holders of those Shares may require them
- 27 7 1 to pay calls which are not the same, or
- 27 7 2 to pay calls at different times

When call notice need not be issued

- 27 8 A call notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium)
- 27 8 1 on allotment,
- 27 8 2 on the occurrence of a particular event, or
- 27 8 3 on a date fixed by or in accordance with the terms of issue

27 9 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the Share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture

Failure to comply with call notice automatic consequences

27 10 If a person is liable to pay a call and fails to do so by the call payment date

27 10 1 the Board may issue a notice of intended forfeiture to that person, and

27 10 2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate

27 11 For the purposes of this article 27

27 11 1 the **call payment date** is the time when the call notice states that a call is payable, unless the Board gives a notice specifying a later date, in which case the **call payment date** is that later date, and

27 11 2 the relevant rate is

- the rate fixed by the terms on which the Share in respect of which the call is due was allotted,
- such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the Board, or
- if no rate is fixed in either of these ways, 5 per cent per annum

27 12 The relevant rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998

27 13 The Board may waive any obligation to pay interest on a call wholly or in part

Notice of intended forfeiture

27 14 A notice of intended forfeiture

27 14 1 may be sent in respect of any Share in respect of which a call has not been paid as required by a call notice,

27 14 2 must be sent to the holder of that Share (or all the joint holders of that Share) or to a transmittee of that holder,

27 14 3 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than 10 clear Business Days after the date of the notice (that is, excluding the date on which the notice is given and the date on which that 10 Business Day period expires),

27 14 4 must state how the payment is to be made, and

27 14 5 must state that if the notice is not complied with, the Shares in respect of which the call is payable will be liable to be forfeited

Directors' power to forfeit Shares

- 27 15 If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the Board may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture

Effect of forfeiture

- 27 16 Subject to the articles, the forfeiture of a Share extinguishes

27 16 1 all interests in that Share, and all claims and demands against the Company in respect of it, and

27 16 2 all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company

- 27 17 Any Share which is forfeited in accordance with the articles

27 17 1 is deemed to have been forfeited when the Board decides that it is forfeited,

27 17 2 is deemed to be the property of the Company, and

27 17 3 may be sold, re-allotted or otherwise disposed of as the Board thinks fit

- 27 18 If a person's Shares have been forfeited

27 18 1 the Company must send that person notice that forfeiture has occurred and record it in the register of Members,

27 18 2 that person ceases to be a member in respect of those Shares,

27 18 3 that person must surrender the certificate for the Shares forfeited to the Company for cancellation,

27 18 4 that person remains liable to the Company for all sums payable by that person under the articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture), and

27 18 5 the Board may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal

- 27 19 At any time before the Company disposes of a forfeited Share, the Board may decide to cancel the forfeiture on payment of all calls, interest and expenses due in respect of it and on such other terms as they think fit

General

- 27 20 Notwithstanding the provisions of article 26 and this article 27, Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with the Shareholder Agreement

28 Means of communication to be used

- 28 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

28 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 posted (or five Business Days after posting either to an address outside the United Kingdom or from

outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider),

28 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

28 1 3 if properly addressed and sent or supplied by electronic means, 24 hour(s) after the document or information was sent or supplied, and

28 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 28, no account shall be taken of any part of a day that is not a Business Day, save for the purposes of determining whether sufficient notice of a general meeting has been given

28 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

29 Indemnity

29 1 Subject to article 29 2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled

29 1 1 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
- in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

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

29 1 2 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 29 1 1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure

29 2 This article 29 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

29 3 In this article 29

29 3 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

29 3.2 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)

30 Insurance

30 1 The Board 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

30 2 In this article 30

30 2 1 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),

30 2 2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

30 2 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

31 Transmission of Shares

31 1 Regulation 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 17" after the word "But"

31 2 Regulation 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under regulation 28(2) of the Model Articles," after the words "the transmittee's name"

32 The Company's objects

The Company's objects are unrestricted

33 Liability of Members

The liability of the Members is limited to the amount, if any, unpaid on the Shares held by them

34 Entitlement to dividends

34 1 The A Ordinary Shares shall together carry the right to receive 90% of the A Proportion of the PPV Net Proceeds and 100% of the A Proportion of the Retention Account Proceeds and 100% by way of dividend. If there is more than one holder of A Ordinary Shares, such dividend shall be apportioned between such holders of A Ordinary Shares pro rata to the number of A Ordinary Shares they each hold

34 2 The B Ordinary Shares shall not be entitled to receive the dividend referred to in article 34 1

34 3 In all other respects, the Board may declare such dividends in respect of the A Ordinary Shares and/or the B Ordinary Shares as it shall determine from time to time

35 Entitlement to capital distribution

- 35 1 The B Ordinary Shares shall together carry the right to receive 100% of the B Proportion of the PPV Net Proceeds and 100% of the B Proportion of the Retention Account Proceeds by way of capital distribution. If there is more than one holder of B Ordinary Shares, such distribution shall be apportioned between such holders of B Ordinary Shares pro rata to the number of B Ordinary Shares they each hold.
- 35 2 The A Ordinary Shares' entitlement to participate in a capital distribution in respect of the PPV Net Proceeds and Retention Account Proceeds shall be limited to 10% of the A Proportion of the PPV Net Proceeds.
- 35 3 In all other respects, the A Ordinary Shares and the B Ordinary Shares shall be entitled to share in any capital distribution *pari passu*.