

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

ROVER GROUP TRUSTEES LIMITED



1. The name of the Company is Rover Group Trustees Limited.
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
 - (A) To act as trustee in connection with any pension, provident, bonus, or other scheme for the benefit of employees which may be instituted by Rover Group Holdings Plc or by any holding subsidiary or associated company of that Company or by any institution or club connected therewith and generally to undertake and execute trusts of all kinds the undertaking whereof may seem desirable, and also undertake the office of executor, administrator, committee, manager, attorney, agent, nominee, delegate, substitute, director, secretary, treasurer, registrar or any other office or position of trust or confidence either solely or jointly with others and either gratuitously or otherwise and to undertake, perform and discharge or cause to be performed or discharged any duties in relation to or in anywise incidental to any such office.
 - (B) To hold as trustee, executor, administrator or otherwise and deal with, manage and turn to account any real or personal property of any kind, and in particular shares, stocks, debentures, debenture stocks, bonds, obligations, securities, financial instruments, futures, options and contracts for differences, commodities, currencies and investments of all kinds, policies, book debts, claims and choses in action, lands, buildings, hereditaments, business concerns and undertakings, mortgages, charges, annuities, patents, licences and any



interest in real or personal property, and any claims against any person, company, corporation, government, state or province or municipal or other authority or public body.

- (C) To exercise all or any trusts, power or discretion lawfully exercisable in connection with any such office as aforesaid and to take any proceedings necessary or which the Company may deem to be expedient in connection therewith.
- (D) To renounce probate of any will, disclaim any trust, retire from any trusteeships, and to exercise any authority vested in the Company by any means whatsoever enabling it to appoint new trustees.
- (E) To acquire and assume, by purchase, subscription or otherwise (whether absolutely or conditionally) and to hold, sell and deal in any of the property referred to in paragraph (B) of this clause.
- (F) To lend money, and grant or provide credit and financial accommodation, to any person.
- (G) To invest money of the Company in any investments and to hold, sell or otherwise deal with such investments, and to carry on the business of a property or investment company.
- (H) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation of or binding on the Company in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages charges or lien upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities.
- (I) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods, the performance of the obligations of, and the repayment or payment of the principal amounts of, and any premiums, interest

and dividends on, any securities of, any person, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company.

- (J) To accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, and other instruments and securities, whether negotiable or otherwise.
- (K) To sell, exchange, mortgage, charge, let on rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over and in any other manner deal with, or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities.
- (L) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of and to grant pensions, annuities, or other allowances, including allowances on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or who have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any associations, institutions, clubs, schools, buildings and housing schemes, funds and trusts, and to make payments towards insurances or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its members or for any national, charitable, benevolent, educational, social, public, general or useful object.

- (M) To aid or assist financially or otherwise and by gift or in any other form any persons, companies, associations, movements or objects whatsoever where such aid or assistance is deemed to be of advantage, directly or indirectly, to the Company or its business.
- (N) To procure the Company to be registered and recognised in any part of the world.
- (O) To distribute any of the property of the Company among its creditors and members in specie or kind.
- (P) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and either alone or in conjunction with others.
- (Q) To carry on any other business or activity and do anything of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking property or assets or otherwise to advance the interests of the Company or its members.
- (R) To do all such things as in the opinion of the Company may be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body or persons, whether incorporated or not incorporated, and whether domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense

as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the Members is limited.
5. Every Member of the Company undertakes to contribute to the assets of the Company, in the event of the same being wound up during the time that he is a Member, or within one year afterwards, for payment of the debts and liabilities of the Company contracted before he ceases to be a Member and the costs, charges, and expenses of winding up the same, and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required not exceeding £1.00.

THE COMPANIES ACT 1985

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ARTICLES OF ASSOCIATION

OF

ROVER GROUP TRUSTEES LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) Clauses 2 to 35 (inclusive) 38, 40, 41, 44, 50, 54, 55, 57, 59 to 69 (inclusive), 73, 74, 82, 84, 88, 89, 102 to 108 (inclusive), 110, 114, 116, 117 and 118 in Table A shall not apply to the Company.

INTERPRETATION

2. (a) In these Articles:-

"the Act"	means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force;
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- (b) Clause 1 in Table A shall be read and construed as if the definition of "the holder" were omitted therefrom.

MEMBERS

3. The subscribers to the Memorandum of Association and (subject to the provisions of Article 4) such other persons as the Directors shall admit to Membership shall be Members of the Company.
4. One half of the total number of Members shall be 'E' Members and the remaining half shall be 'M' Members. Those subscribers to the Memorandum of Association with an 'E' placed opposite their name are 'E' Members and those with an 'M' placed opposite their name are 'M' Members. In exercising their power under Article 3 to admit persons to Membership of the Company the Directors shall ensure that this equality in number of 'E' Members and 'M' Members is maintained. No person shall be admitted as an 'E' Member without the consent of a majority of the 'E' Members and no person shall be admitted as an 'M' Member without the consent of a majority of the 'M' Members. Only contributory members to the Rover Group Pension Scheme shall be eligible to be 'E' Members.
5. The provisions of Section 352 of the Act shall be observed by the Company and every Member of the Company other than the subscribers to the Memorandum of Association shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member.
6. A person shall cease to be a Member
 - (a) on his giving to the Company at the Office notice in writing to that effect
 - (b) if he is an 'E' Member upon his ceasing to be a contributory member of the Rover Group Pension Scheme provided that he shall not cease to be a Member by virtue of the provisions of this Article for such period not exceeding eighteen months as the Directors may determine that he shall remain a Member.

GENERAL MEETINGS AND RESOLUTIONS

7. (a) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed by all the Members entitled to attend and vote thereat.

- (b) The notice shall specify the time and place of the Meeting and, in the case of special business, the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such.
 - (c) The notice shall be given to all the Members and to the Auditors and to every person, being a trustee in bankruptcy of a Member where the Member, but for his bankruptcy, would be entitled to receive notice of the Meeting.
- 8. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
 - 9. No business shall be transacted at any General Meeting unless a quorum of Members is present at the time. Eight Members present in person shall be a quorum but so that such quorum shall include four persons being 'E' Members and four persons being 'M' Members.
 - 10. 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 time and place as the Directors may determine; and 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.
 - 11. Clause 46 in Table A shall be read and construed as if there were omitted therefrom paragraph (d) and the words "and a demand by a person as a proxy for a member shall be the same as a demand by the member".

VOTES OF MEMBERS

- 12. Every Member present in person at a General Meeting shall have one vote.
- 13. No Member shall be entitled to vote at any General Meeting unless all moneys presently payable by him to the Company have been paid.

NUMBER AND QUALIFICATION OF DIRECTORS

- 14. The number of Directors shall not be less than eight nor more than eighteen and the first Directors shall be the subscribers to the Memorandum of Association.

15. No person who is not a Member of the Company shall be eligible to be a Director. One half of the total number of the Directors shall at all times be persons who are 'E' Members and the other half shall at all times be persons who are 'M' Members. In exercising its powers under Regulations 75 and 78 of Table A the Company shall ensure that this equality in numbers of 'E' Members and 'M' Members will be maintained as shall the Directors in the exercise of their powers under Regulation 79 of Table A.

ROTATION OF DIRECTORS

16. At every Annual General Meeting six Directors shall retire from office.
17. Equal numbers of Directors who are 'E' Members and Directors who are 'M' Members shall retire every year. The Directors in each such category to retire in every year shall be those in their relevant category who have been longest in office since their election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

DISQUALIFICATION OF DIRECTORS

18. The office of a Director shall be vacated if he ceases to be a Member.

REMUNERATION OF DIRECTORS

19. The Directors shall not be entitled to receive remuneration in respect of their duties.

PROCEEDINGS OF DIRECTORS

20. Subject to the provisions of these Articles the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes.
21. No business shall be transacted at any Directors' meeting unless a quorum of Directors is present at the time. Eight Directors present in person shall be a quorum, but so that such quorum shall include four Directors who are 'E' Members and four Directors who are 'M' Members.
22. A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, relating to any retirement benefit scheme of which the Company is acting as a trustee notwithstanding that he may have an interest as a current contributory member thereof and if he shall vote on any such resolution as

aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. Regulation 94 shall be modified accordingly.

23. No person shall be entitled to hold office as Chairman of the Board of Directors for more than three years in any consecutive period of six years and Regulation 91 of Table A shall be modified accordingly.

MINUTES

24. Clause 100 in Table A shall be read and construed as if the words "of the holders of any class of shares in the Company" were omitted therefrom.

NOTICES

25. Clause 113 in Table A shall be read and construed as if the words "or of the holders of any class of shares in the Company" were omitted therefrom.

INDEMNITY

26. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.