

Company No 06324456

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

BIDDLE INNOVATIONS LIMITED (the "Company")

Circulation Date 5 September 2011

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the director of the Company proposes that the resolution set out below is passed as a special resolution (the "Special Resolution")

SPECIAL RESOLUTION

THAT the printed document attached be and is hereby approved and adopted as the Articles of Association of the Company in substitution for the existing Articles of Association

AGREEMENT

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

TUESDAY



A06 *APUXBZ22* 08/11/2011 103
COMPANIES HOUSE

The undersigned, a person entitled to vote on the Special Resolution on 5 September 2011, hereby irrevocably agrees to the Special Resolution

Signed by

Silvy Biddle

Date:

5th September 2011

NOTES

- 1 If you agree with the Special Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company. If returning this document by hand or post, please send it to the registered office of the Company marked "For the attention of the Company Secretary"

If you do not agree with the Special Resolution you do not need to do anything. You will not be deemed to agree if you fail to reply.

- 2 Once you have indicated your agreement to the Special Resolution, you may not revoke your agreement.
- 3 Unless sufficient agreement for the Special Resolution to be passed has been received by the date 28 days after the circulation date, it will lapse. If you agree to the Special Resolution, please ensure that your agreement reaches us before or during this date.
- 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

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

BIDDLE INNOVATIONS LIMITED (the "Company")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following resolution was passed as a special resolution on 5 September 2011

SPECIAL RESOLUTION

THAT the printed document attached be and is hereby approved and adopted as the Articles of Association of the Company in substitution for the existing Articles of Association



Director

Dated 5 September 2011

Incorporated in England on 25 July 2007

Company number 06324456

PRIVATE COMPANY LIMITED BY SHARES

BIDDLE INNOVATIONS LIMITED

ARTICLES OF ASSOCIATION

As adopted by special written resolution on 5 September 2011



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THE COMPANIES ACTS 1985 & 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BIDDLE INNOVATIONS LIMITED

As adopted by written resolution on 5 September 2011

1. PRELIMINARY

1.1 In these Articles "Table A" shall mean Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended by SI 2007/2541 and SI 2007/2826) in force at the date of adoption of these Articles

1.2 The regulations contained in Table A shall apply to the Company, save in so far as they are excluded, inconsistent with, or modified hereby. The regulations of Table A numbered 3, 24, 41, 60, 61, 64 to 69 (inclusive), 76 to 78, 81, 82, 90, 94 (inclusive) 95, 96, 115 and 118 shall not apply to the Company, but, subject as aforesaid, and in addition to the remaining regulations of Table A, the following shall be the articles of association of the Company

2. DEFINITIONS AND INTERPRETATION

"A" Ordinary Shares the "A" Ordinary Shares of 1 pence each in the Company having the rights set out in these Articles,

"Adoption Date" 11 July 2008,

"Act" the Companies Act 1985 (as amended),

"B" Ordinary Shares the "B" Ordinary Shares of 1 pence each in the Company having the rights set out in these Articles,

"Board" the board of directors of the Company from time to time,

"Family Trust" a trust (whether arising under a settlement inter vivos or a testamentary disposition made by any person or on any intestacy) under which the only persons being (or capable of being) beneficiaries are the individual Member and/or his Privileged Relations, and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees or the Individual Member or his Privileged Relations,

"Member"	means a holder of any share in the capital of the Company as stated in its Register of Members from time to time,
"Ordinary Shares"	the "A" Ordinary Shares and the "B" Ordinary Shares,
"Privileged Relation"	in relation to a Member who is an individual a parent or spouse or sibling of that Member and all lineal descendants of that Member (including for this purpose for the avoidance of doubt any grandchildren) or any person who is married to any such lineal descendent,
"Sale"	the sale of 75 per cent or more of the issued equity share capital of the Company or the sale of the whole or substantially the whole of the business, assets or undertaking of the Company to a single buyer or to one or more buyers as part of a single transaction,

2 1 Any reference in these Articles to an enactment shall be construed as a reference to that enactment as amended or extended by or under any other enactment on or before the date of adoption of these Articles

2 2 Regulation 1 of Table A as it applies to the Company shall be read and construed as if between the words "regulations" and "the Act" the words "and in any Articles adopting the same in whole or in part" had been inserted

2 3 In these Articles "directors" shall mean directors (including alternate directors where the context permits) from time to time of the Company, and "register" shall mean the Company's register of members

2 4 The renunciation of a right to be allotted shares shall be treated as if it were a transfer of those shares and therefore shall be governed by Articles 8 to 16

2 5 Headings to these Articles are for convenience only

3. PRIVATE COMPANY

The Company is a private limited company, and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited

4. ISSUE OF SHARES

4 1 Subject to the provisions of the Act and the remaining provisions of this Article 4 the Directors are hereby generally and unconditionally authorised for the purposes of Section 80 of the Act at any time or times during the period of 5 years from the date of the adoption of these Articles to allot, issue share warrants, grant options over or otherwise dispose of unallotted shares in the original or any increased share capital of the Company on such terms as they think fit

4 2 Sections 89(1) and 90 (1) to 90 (6) of the Act are hereby excluded as applying to the Company in accordance with section 91 of the Act

5. CAPITAL AND SHARE RIGHTS

5 1 The authorised share capital of the Company at the date of adoption of these Articles is £10,000 divided into 500,000 "A" Ordinary Shares of 1p and 500,000 "B" Ordinary Shares of 1p each having the special rights and privileges and being subject to the restrictions set out below

Voting

- 5 2 Subject to any special rights and restrictions as to voting attached to any shares (whether pursuant to these Articles of Association or otherwise), on a show of hands every holder of "A" Ordinary Shares and holder of "B" Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a representative or proxy shall have one vote as if they constituted one class of shares and on a poll every holder of "A" Ordinary Shares and every holder of "B" Ordinary Shares present in person or proxy shall have one vote for every "A" Ordinary Share or "B" Ordinary Share registered in the name of such holder as if they constituted one class of Shares

Capital

- 5 3 On a return of capital on a winding-up or otherwise the assets of the Company available for distribution to its members shall be applied rateably amongst the holders of the fully paid "A" Ordinary Shares and fully paid "B" Ordinary Shares according to their respective holdings of shares in the Company as if they constituted one class of shares immediately prior to the commencement of the winding-up (in the case of a winding-up) or the return of capital (in any other case)

Income

- 5 4 The holders of "A" Ordinary Shares and "B" Ordinary Shares are entitled to all the profits of the Company available for dividend and resolved to be distributed *pari passu* as if they constituted one class of shares
- 5 5 Save as expressly set out to the contrary in these Articles the "A" Ordinary Shares and the "B" Ordinary Shares shall rank *pari passu* in all respects

Class Rights

- 5 6 Save as otherwise provided for in these Articles, the only alteration to the rights of the "B" Ordinary Shares that shall be deemed to be a variation of their class rights for the purposes of s 125 of the Act shall be an express alteration to the rights of the "B" Ordinary Shares set out in Articles 5 1 to 5 3 and for the avoidance of doubt (and without limitation to the foregoing) the following shall not constitute a variation of the class rights of the "B" Ordinary Shares
- 5 6 1 altering the Company's memorandum or articles of association other than as provided above, or
 - 5 6 2 creating and/or issuing any new class of shares with any rights whatsoever whether or not they rank ahead of the "B" Ordinary Shares in respect of voting, income or capital, or
 - 5 6 3 varying in any way (whether directly or indirectly) the rights attached to any of the shares other than the "B" Ordinary Shares for the time being in the capital of the Company, or
 - 5 6 4 applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company, or
 - 5 6 5 entering into a contract to purchase any of its shares, or
 - 5 6 6 redeeming any of its shares (otherwise than pursuant to these Articles), or

- 5 6 7 passing a resolution that it be wound up, or
- 5 6 8 appointing or removing its auditors, or
- 5 6 9 altering its accounting reference date or its accounting policies, or
- 5 6 10 altering, increasing, reducing, sub-dividing or consolidating its authorised or issued share capital, or
- 5 6 11 granting any option or other right to subscribe for shares, or
- 5 6 12 disposing of its undertaking or any substantial part thereof, or
- 5 6 13 disposing of or acquiring any interest in any share in the capital of any company

6. REDEEMABLE SHARES

Subject to Part VII of the Act any shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the Company or the shareholders are liable to be, redeemed, on such terms and in such manner as the Company, before the issue of the shares, may determine by special resolution and whether out of distributable profits, the proceeds of a fresh issue of shares, or otherwise

7. LIEN

- 7 1 The lien conferred by Regulation 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or one of two or more joint holders, and shall extend to all moneys payable by him (or his estate) to the Company from time to time

8. TRANSFERS OF SHARES: GENERALLY

- 8 1 No transfer of any share in the capital of the Company, otherwise than as permitted by these Articles, shall be registered without the previous sanction of the directors who may, subject to the remaining provisions of this Article, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a transfer of a fully paid share
- 8 2 The directors shall refuse to register the transfer of any share, which is prohibited under Article 13 The directors shall also refuse to register the transfer of any share unless such transfer is permitted by, or is made pursuant to, and in accordance with, this or any of the next four succeeding Articles
- 8 3 The directors may require the transferor or the person named as the transferee in any transfer of a share lodged for registration to furnish the Company with such information and evidence as the directors may think necessary or relevant If such information or evidence is not furnished to the satisfaction of the directors within a period of twenty-eight days after any such request, the directors shall be entitled to refuse to register the transfer in question

9. PERMITTED TRANSFERS

- 9 1 Any Member being a company (which in this Article includes any body corporate) may at any time transfer all or any shares held by it to a member of the same group In this Article the "same group" comprises the transferor, its subsidiaries, its holding

company (as defined in Section 736 of the Act) from time to time, and all other subsidiaries of that holding company from time to time

- 9 2 Where shares have been transferred pursuant to Article 9 1 (whether directly or by a series of transfers) from a company (the "transferor company") to a member of the same group (the "transferee company") and either the transferee company subsequently ceases to be a member of the same group as the transferor company, or the transferor company, having divested itself of all, or substantially all, of its assets, apart from its shares in the Company, ceases to be a member of the same group, then the transferee company or the transferor company shall forthwith transfer the relevant shares to another member of the same group (the test for which shall be applied as if the relevant company had not left the group) Failure so to transfer such shares within twenty-eight days of the relevant event shall result in a Sale Notice (as defined in Article 10 1) having been deemed to have been given in respect of the relevant shares at the time of the relevant event at a price equal to their nominal value

- 9 3 Any shares may be transferred by a Member

9 3 1 to a Privileged Relation of such Member,

9 3 2 to trustees to be held upon a Family Trust

- 9 4 A Member or his personal representatives may at any time transfer all or any of his shares

9 4 1 in the case of a member being a nominee, to the person who is the beneficial owner thereof, or to a person to whom the beneficial owner, if he were registered as the holder, would have been entitled to transfer his shares in accordance with this Article, but this provision shall not apply in circumstances where the beneficial ownership of the share in question became vested in the beneficial owner in contravention of any of the provisions of these Articles, or

9 4 2 to the trustees of any employee benefit trust established from time to time by the Company with such trustees' prior consent, or

9 4 3 to any other Member with the prior written consent of the holders of the "A" Ordinary Shares from time to time

- 9 5 A transfer of any share pursuant to this Article shall only (subject to Article 9 4) be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share free from all liens, charges and other encumbrances

- 9 6 If the personal representatives of a deceased member are permitted under these Articles to become registered as the holders of any of the deceased Member's shares and elect to do so, such shares may at any time be transferred by those personal representatives to any person to whom, under this Article, the same could have been transferred by the deceased member if he had remained the holder thereof, but no other transfer of such shares by the personal representatives shall be permitted under this Article

10. TRANSFERS OF SHARES: PRE-EMPTION RIGHTS

- 10 1 A Member ("Selling Shareholder") who wishes to transfer any "B" Ordinary Shares or any beneficial interest therein to a person to whom Article 9 does not apply shall first offer such shares to the Company and the holders of "A" Ordinary Shares and,

in the event that agreement is not reached with the Company or the holders of "A" Ordinary Shares within 21 days of such offer, the Selling Shareholder shall serve notice on the Company ("Sale Notice") stating the number of shares he wishes to transfer ("Sale Shares") and his asking price for each share ("Asking Price")

- 10 2 The Sale Shares will then be offered to the remaining holders of the "B" Ordinary Shares
- 10 3 The Selling Shareholder may state in the Sale Notice that he is only willing to transfer all the Sale Shares, in which case no Sale Shares can be sold unless offers are received for all of them
- 10 4 The Sale Notice shall make the Company the agent of the Selling Shareholder for the sale of the Sale Shares on the following terms, which the Company shall notify to the other holders of the same class of shares as the Sale Shares (other than the Selling Shareholder) within seven days of receiving the Sale Notice
 - 10 4 1 the price for each Sale Share is the Asking Price,
 - 10 4 2 the Sale Shares are to be sold free from all liens, charges and encumbrances together with all rights attaching to them,
 - 10 4 3 each of the other holders of the "B" Ordinary Shares is entitled to buy the Sale Shares in proportions reflecting, as nearly as possible, the nominal amount of their existing holdings of such class of shares, a holder of the "B" Ordinary Shares is entitled to buy fewer Sale Shares than his proportional entitlement
- 10 5 21 days after the Company's final dispatch of the terms for the sale of the Sale Shares (the "Closing Date")
 - 10 5 1 the Sale Notice shall become irrevocable,
 - 10 5 2 a holder of "B" Ordinary Shares who has not responded to the offer in writing shall be deemed to have declined it, and
 - 10 5 3 each offer made by a holder of "B" Ordinary Shares to acquire Sale Shares shall become irrevocable
- 10 6 In the event of competition, the Sale Shares shall be allocated to the holders of "B" Ordinary Shares accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares (the "Proportionate Allocation") However, in his application for Sale Shares a holder of "B" Ordinary Shares may, if he so desires, indicate that he would be willing to purchase a particular number of Sale Shares in excess of his Proportionate Allocation ("Extra Shares")
- 10 7 Upon receipt of applications for the Sale Shares, the Company shall allocate the Sale Shares as follows
 - 10 7 1 if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each holder of "B" Ordinary Shares shall be allocated the number applied for in accordance with his application,
 - 10 7 2 if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Shareholder shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied (the "First Allocation") and applications for Extra

Shares shall be allocated in accordance with such applications or in the event of competition, among those holders of "B" Ordinary Shares applying for Extra Shares in such proportions as equal (as nearly as maybe) the proportions of all the shares of the same class of shares as make up the Sale Shares held by such holders of "B" Ordinary Shares,

10 8 Within seven days after the Closing Date, the Company shall notify the Selling Shareholder and the holders of "B" Ordinary Shares who offered to buy Sale Shares of the result of the offer and, if any Sale Shares are to be sold pursuant to the offer

10 8 1 the Company shall notify the Selling Shareholder of the names and addresses of the holders of "B" Ordinary Shares who are to buy Sale Shares and the number to be bought by each,

10 8 2 the Company shall notify each holder of "B" Ordinary Shares of the number of Sale Shares he is to buy, and

10 8 3 the Company's notices shall state a place and time, between seven and 14 days later, on which the sale and purchase of the Sale Shares is to be completed

10 9 If the Selling Shareholder does not transfer Sale Shares in accordance with Article 10 8, the directors may authorise any director to transfer the Sale Shares on the Selling Shareholder's behalf to the buying holder of "B" Ordinary Shares concerned against receipt by the Company of the Asking Price per share. The Company shall hold the Asking Price in trust for the Selling Shareholder without any obligation to pay interest. The Company's receipt of the Asking Price shall be a good discharge to the buying holder of "B" Ordinary Shares. The directors shall then authorise registration of the transfer once appropriate stamp duty has been paid. The defaulting Selling Shareholder shall surrender his share certificate for the Sale Shares to the Company. On surrender, he shall be entitled to the Asking Price for the Sale Shares

10 10 If, by the Closing Date, the Company has not received offers for all the Sale Shares, then, subject to Article 10 11 and within 4 weeks following the Closing Date, the Selling Shareholder may transfer such number of Sale Shares as are not the subject of an application for Sale Shares pursuant to the preceding provisions of this Article 10 (the "Surplus Shares") to any person at a price at least equal to the Asking Price

10 11 The Selling Shareholder's right to transfer Surplus Shares under Article 10 10 does not apply if the Board reasonably considers that

10 11 1 the sale of the Surplus Shares is not bona fide or the price is subject to a deduction, rebate or allowance to the transferee, or

10 11 2 the transfer of the Surplus Shares to the transferee would not be in the best interests of the Company, or

10 11 3 the Selling Shareholder has failed or refused to provide promptly information available to the Selling Shareholder and reasonably requested by the Board to enable it to form the opinion mentioned above

11. COME ALONG

11 1 In these Articles a "Qualifying Offer" shall mean a bona fide arm's length offer in writing by or on behalf of any person (the "Offeror") to the holders of the "A" Ordinary Shares in the Company to acquire at least 75 per cent of the issued ordinary share capital

- 11 2 If the holders of the "A" Ordinary Shares (the "Accepting Members") wish to accept the Qualifying Offer then the provisions of this Article shall apply
- 11 3 The Accepting Members, or their nominee shall subject to Article 11 4 give written notice to the remaining holders of the equity share capital including holders of equity share capital issued within 10 days of notification that a Qualifying Offer has been made (the "Remaining Members") of their wish to accept the Qualifying Offer and the Remaining Members shall become bound to transfer their shares on the basis set out in Article 11 5
- 11 4 The written notice served under Article 11 3 shall be binding on all the Remaining Members and any failure to receive the same by any Remaining Member for any reason shall not invalidate the notice and the Remaining Members shall still be bound to transfer their shares on the basis set out in Article 11 5
- 11 5 The terms upon which the Remaining Members shall be bound to transfer their shares shall be on the same terms as the Qualifying Offer to the Offeror (or his nominee) with full title guarantee on the date specified by the Offeror and any of the Accepting Members shall be entitled to, and shall be entitled to authorise and instruct such person as they think fit to, execute the necessary transfer(s) and indemnities and give consent to short notice of any general meetings on the Remaining Member's behalf and following such execution, any such Accepting Member shall be entitled to appoint the offeror, or any director of the Offeror as the Remaining Members' proxy to vote at any general meeting of the Company, and against receipt by the Company (on trust for such Member) (without any obligation to pay interest) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person
- 11 6 Article 10 shall not apply to any transfer pursuant to the terms of a Qualifying Offer

12. TAG ALONG RIGHTS

- 12 1 If any Member or Members (the "Majority Holding" or the "Majority Holders" as the context requires) holding more than 50% of the "A" Ordinary Shares wish to sell those shares at arms' length to a bona fide third party not being a Member (a "Third Party"), otherwise than as permitted by Article 9, it or they shall be required to serve prior written notice (a "Disposal Notice") on each of the other Members indicating the price offered by the Third Party (the "Specified Price") and the identity of the Third Party. Notwithstanding the remaining provisions of this Article 12, the Majority Holders shall not be free to transfer such Majority Holding to the Third Party, and no such transfer shall be registered unless
- 12 1 1 at the same time as the service of the Disposal Notice, it or they procure that the Third Party makes an offer (the "Third Party Offer") to each of the other Members (the "Offeree") to purchase all shares held by them at the Specified Price and otherwise on equivalent terms to the offer made to the Majority Holders by the Third Party, and
- 12 1 2 before or at the same time as any transfer of a Majority Holding is approved for registration by the directors (subject to stamping) each such accepted Third Party Offer is completed and the consideration thereunder paid except in so far as failure to complete is due to the fault of the Offeree

13. PROHIBITED TRANSFERS

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind

14. TRANSFERS BY LIQUIDATORS

Any person becoming entitled by operation of law to a share in consequence of the liquidation of a corporate member of the Company may, upon such evidence being produced as may from time to time properly be required by the directors, require the liquidator to be registered as the transferee thereof

15. EFFECT OF TRANSFER ON STATUS AS MEMBER

The transferor of any share shall be deemed to remain a holder of that share until the name of the transferee is entered in the register in respect thereof

16. SHAREHOLDERS' MEETINGS AND RESOLUTIONS

16 1 Regulation 37 of Table A is modified by the deletion of the words "in accordance with the provisions of the Act" and the substitution for them of the words "for a date not later than 28 days after receipt of the requisition"

16 2 If within half an hour from the time appointed for the meeting a quorum is not present, or if during a meeting a quorum ceases to be present for a period exceeding 10 minutes, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other time and place as the Members present may decide and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Member or Members present shall constitute a quorum

16 3 A corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of Members of the Company. The person so authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member

16 4 A poll may be demanded by the chairman or by any Member present in person or by proxy and entitled to vote and Regulation 46 of Table A is modified accordingly

16 5 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose

16 6 Regulation 57 of Table A is modified by the inclusion after the word "shall" of the phrase "unless the directors otherwise determine"

16 7 Regulation 59 of Table A is modified by the addition at the end of the following sentence "Deposit of an instrument of proxy shall not preclude a Member from attending and voting at the meeting or at any adjournment of it"

16 8 Regulation 60 and 61 shall not apply and the chairman shall be entitled to accept proxies in such form as the Board shall have previously approved from time to time for the purposes of voting at general meetings of the Company

- 16 9 Regulation 62 of Table A is modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to", by the substitution in paragraph (a) of the words, "one hour" in place of "48 hours" and by the substitution in paragraph (b) of the words "one hour" in place of "24 hours"

17. DIRECTORS

Number of Directors

- 17 1 Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one

Alternate directors

- 17 1 1 The directors are entitled to appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director That person need not be approved by resolution of the directors and regulation 65 of Table A is modified accordingly
- 17 1 2 An alternate director who is absent from the United Kingdom is entitled to receive notice of all meetings of directors and meetings of committees of directors and regulation 66 of Table A is modified accordingly
- 17 1 3 Regulation 68 of Table A is modified by the addition at the end of the following sentence "Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the directors "

Appointment, retirement and removal of directors

- 17 1 4 The directors are not subject to retirement by rotation and any reference in any Regulation of Table A to retirement by rotation is to be disregarded
- 17 1 5 Any director may appoint (by giving written notice to the Company) any other director, or any other person approved by unanimous resolution of the Board and willing to act, to be his alternate director and may (by giving written notice to the Company) remove an alternate director so appointed by him
- 17 1 6 An alternate director may represent more than one director An alternate director shall be entitled at any meeting of the Board or of any committee of the Board, to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present
- 17 1 7 Every person acting as an alternate director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of, or for, the director appointing him The remuneration of any such alternate director shall be payable by the director appointing him out of his own remuneration and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate director and the director appointing him

Disqualification and removal of directors

- 17 2 The office of a director shall be vacated if
- 17 2 1 he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director,
 - 17 2 2 he becomes bankrupt or makes any arrangement or composition with his creditors generally,
 - 17 2 3 he resigns his office by notice in writing to the Company,
 - 17 2 4 he has for more than six consecutive months been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during such period attended any such meetings instead of him, and the directors resolve that his office be vacated
- 17 3 A person voting against a resolution under section 168 of the Act to remove a Founder Director is deemed, in respect of that resolution, to have ten times the votes of a person voting in favour of the resolution and regulation 58 of Table A is modified accordingly

Proceedings of directors

- 17 3 1 Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentence "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom A director may waive the requirement that notice be given to him of a meeting of the directors either prospectively or retrospectively "
- 17 3 2 The quorum for the transaction of the business of the directors shall be one director If within half an hour from the time appointed for a meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the director(s) present may decide Regulation 89 of Table A is amended accordingly
- 17 3 3 Any director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout such meeting A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote Subject to the Act, all business transacted in this way by the directors or a committee of the directors is for the purposes of the Articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors although fewer than two directors or alternate directors are physically present at the same place The meeting is 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
- 17 3 4 Any director or his alternative shall have the power to issue and allot shares from the share capital of the Company without shareholder consent

- 17 3 5 If and for so long as there is a sole director, he may exercise all the powers conferred on the directors by the Articles by resolution in writing signed by him, and Regulations 88, 89, 91 and 93 of Table A and Article 17 3 2 shall not apply
- 17 3 6 Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty. The director shall be counted in the quorum present when any such resolution is under consideration and if he votes his vote shall be counted

Directors' Remuneration

- 17 4 If any director shall be called upon to perform extra services, or to make special exertions in going or residing abroad, or otherwise for any of the purposes of the Company, the Company may remunerate the director so doing either by a fixed sum, by a percentage of profits, or otherwise as may be determined by a resolution passed at a meeting of the directors, and such remuneration may be either in addition to, or in substitution for, any other remuneration to which he may be entitled as a director

18. CAPITALISATION OF PROFITS

With the authority of an ordinary resolution the directors may resolve that any shares allotted pursuant to regulation 110 of Table A to any member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid, rank for dividends only to the extent that such partly paid ordinary shares rank for dividend, and may likewise revoke any such resolution by them

19. PROVISION FOR EMPLOYEES

The Company may only exercise the power conferred upon it by section 719(1) of the Act with the prior sanction of a special resolution

20. INDEMNITY

- 20 1 Subject to the provisions of the Act, but without prejudice to an indemnity to which he may otherwise be entitled, every director, alternate director or secretary of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. For the avoidance of doubt that indemnity set out in this Article 20 1 includes absolute cover for the directors in relation to any uninsured or partly insured claim arising out of professional negligence towards patients and to third party liability claims
- 20 2 The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a director, alternate director, secretary or auditor, or former director, alternate director, secretary or auditor, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirements

benefit scheme or another trust in which a director, alternate director or secretary or former director, alternate director or secretary is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company