

Company Number: 13788698

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

DRC HEALTH PROFESSIONALS LIMITED

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DRC HEALTH PROFESSIONALS LIMITED

(Adopted by special resolution passed on **9 December** **2021**)

INTRODUCTION

1. INTERPRETATION

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

Act	the Companies Act 2006;
Adoption Date	means the date of adoption of these Articles;
Appointor	has the meaning given in article 11.1;
Articles	the Company's articles of association for the time being in force;
Bad Leaver	a person who becomes a Leaver by reason of either: (a) his being dismissed or terminated by a Group Company for Cause; or (b) his voluntary resignation or termination of engagement other than for Personal Reasons;
Board	the board of directors of the Company;
Business Day	any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of London are generally open for business;
Cause	means one or more of the following reasons for termination: (a) misconduct; (b) fraud, dishonesty or gross negligence; (c) disqualification from acting as a director of any Group Company; (d) material breach of any contract between him and any Group Company; (e) conviction of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed); or (f) being declared bankrupt or making any arrangement with or for the benefit of his creditors or having a county court administration order made against him under the County Court Act 1984;
Company	DRC Health Professionals Limited, a company incorporated and registered in England and Wales with company number 13788698 whose registered office is at

	Partis House Davy Avenue, Milton Keynes, Buckinghamshire MK5 8HJ;
Control	has the meaning given in section 1124 Corporation Tax Act 2010;
Controlling Interest	means an interest in shares giving to the holder or holders Control of the Company;
Encumbrance	a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption or other third party right, interest or claim of any kind, or any other encumbrance or security interest of any kind (including, without limitation, any liability imposed or right conferred by or under any legislation) or any other type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect;
Expert	an independent accountant appointed by the Company;
Fair Value	<p>the price of the relevant Shares as agreed between the buyer and the seller or, failing agreement between them within five Business Days, the price determined by an Expert (who will act as expert not as an arbitrator and whose decision (save in the case of manifest error) will be final and binding on the buyer and seller who will determine the price on the following basis:</p> <ul style="list-style-type: none"> (a) on the assumption that the sale is between a willing buyer and a willing seller; and (b) the negative impact (if any) of the seller selling the relevant Shares and ceasing to be involved in or employed by the Company;
Founder	means Danish Rana;
Founder Director	has the meaning given in article 10.1;
Founder Loan	the loan to be advanced to the Company by the Founder in accordance with the terms of the Shareholders' Agreement;
Good Leaver	a person who becomes a Leaver in any circumstance other than where he is a Bad Leaver;
Group	the Company and its subsidiaries;
Group Company	means the Investor and each of its subsidiaries;
HBHC Sale	means the sale of (or the grant of a right to acquire or to dispose of) any shares in the capital of the Investor (in one transaction or as a series of transactions) which will result in the purchaser of such shares (or grantee of such right) and persons connected (in terms of section 1122 of the Corporation Tax Act 2010) with him gaining a Controlling Interest in the Investor;

holding company and subsidiary	mean a “holding company” and “subsidiary” as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;
Investor Director	a director appointed by the Investor pursuant to article 10.2;
Investor	HB Healthcare Limited, a company incorporated and registered in England and Wales with company number 07096695 whose registered office is at Partis House Davy Avenue, Milton Keynes, Buckinghamshire MK5 8HJ;
Leaver	any Shareholder (other than the Investor) who for any reason ceases to be an individual who is employed by or who provides consultancy services (pursuant to a consultancy agreement with them personally, via a services company or otherwise) to, or ceases to be a director of (by reason of termination of their director service contract or otherwise), the Company or any Group Company;
Model Articles	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;
Ordinary Shares	the ordinary shares of £0.001 each in the capital of the Company;
Personal Reasons	means a resignation in order to provide full-time care for an immediate family member who has suffered a critical illness;
Shareholder	a holder of Shares;
Shareholders’ Agreement	means the shareholders’ agreement relating to the Company entered into between the Shareholders and the Company on or around the Adoption Date;
Shares	the shares issued in the capital of the Company;
Transfer Notice	an irrevocable notice in writing given by any Shareholder to the other Shareholder where the first Shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any Shares. Where such notice is deemed to have been served it shall be referred to as a “ Deemed Transfer Notice ”; and
Transfer Price	has the meaning given in article 15.6.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.

- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.
- 1.4 A reference in these Articles to an “article” is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Any phrase introduced by the terms “**including**”, “**include**”, “**in particular**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

2. ADOPTION OF THE MODEL ARTICLES

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words “(including alternate directors and the secretary (if any))” before the words “properly incur”.
- 2.4 In article 25(2)(c) of the Model Articles, the words “evidence, indemnity and the payment of a reasonable fee” shall be deleted and replaced with the words “evidence and indemnity”.
- 2.5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words “either” and “or as the directors may otherwise decide”. Article 31(d) of the Model Articles shall be amended by the deletion of the words “either” and “or by such other means as the directors decide”.

DIRECTORS

3. DIRECTORS’ MEETINGS

- 3.1 Any decision of the directors must be taken at a meeting of directors in accordance with these Articles.
- 3.2 Subject as provided in these Articles, the directors may participate in directors’ meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. The directors will try to meet monthly.
- 3.3 All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it and unless at least one Investor Director votes for it. Each director has one vote at a meeting of directors.

4. NUMBER OF DIRECTORS

The number of directors shall not be less than two and no more than five. No shareholding qualification for directors shall be required.

5. **CALLING A DIRECTORS' MEETING**

5.1 Any director may call a meeting of directors by giving not less than seven Business Days' notice of the meeting (or such shorter period of notice as is agreed in writing by an Investor Director) to each director or by authorising the Company secretary (if any) to give such notice.

5.2 Notice of any directors' meeting must be accompanied by:

5.2.1 an agenda specifying in reasonable detail the matters to be raised at the meeting; and

5.2.2 copies of any papers to be discussed at the meeting.

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

6. **QUORUM FOR DIRECTORS' MEETINGS**

The quorum at any meeting of the directors (including adjourned meetings) shall be two directors, of whom one at least shall be an Investor Director (or his alternate). No business shall be conducted at any meeting of the directors unless a quorum is participating at the beginning of the meeting and also when that business is voted on. If a quorum is not participating within 30 minutes of the time specified for the relevant meeting in the notice of the meeting then the meeting shall be adjourned for three Business Days at the same time and place.

7. **CHAIRING OF DIRECTORS' MEETINGS**

The post of chairman of the directors will be held by an Investor Director. The chairman shall not have a casting vote in the event of any deadlock at Board level. If the chairman for the time being is unable to attend any meeting of the board of directors, the Investor (in the case of an Investor Director) shall be entitled to appoint another of its nominated directors to act as chairman at the meeting.

8. **DIRECTORS' INTERESTS**

The directors may 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 conflict of interests.

9. **RECORDS OF DECISIONS TO BE KEPT**

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

10. **APPOINTMENT AND REMOVAL OF DIRECTORS**

10.1 For so long as the Founder holds Shares and is an employee of the Company, he will have the right to be a director of the Board and the board of each member of the Group (and as a member of each and any committee of the Board or the board of any member of the Group) (a "**Founder Director**").

10.2 For so long as the Investor and/or its permitted transferees holds Shares, the Investor will have the right to appoint and maintain in office three natural persons as Investor Directors may from time to time direct as directors of the Board and the board of each member of the Group (and as a member of each and any committee of the Board or the board of any member of the Group) (each an "**Investor Director**") and to remove any director so appointed and, upon his removal whether by the Investor or otherwise, to appoint another person to act as an Investor Director in his place.

10.3 Any appointment or removal of a director pursuant to this article shall be in writing and signed by or on behalf of the Founder or Investor (as the case may be) and served on each of the other Shareholders and the Company at its registered office, or delivered to a duly constituted meeting of the directors of the Company. Any such appointment or removal shall take effect when received by the Company or at such

later time as shall be specified in such notice. The Founder and Investor will indemnify the Company for any claim or loss arising from the removal of any director appointed by each of them.

- 10.4 The right to appoint and to remove the Founder Director or an Investor Director under this article 10 shall not be a class right attaching to the Shares.

11. **ALTERNATE DIRECTORS**

- 11.1 Any Investor Director (other than an alternate director) (in this article, the “**Appointor**”) may appoint any person (whether or not a director) to be an alternate director to exercise that director’s powers, and carry out that director’s responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate’s Appointor. In these Articles, where the context so permits, the term “**Investor Director**” shall include an alternate director appointed by an Investor Director (as the case may be). A person may be appointed an alternate director by more than one director.

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

- 11.3 The notice must:

11.3.1 identify the proposed alternate; and

11.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

- 11.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate’s Appointor.

- 11.5 Except as the Articles specify otherwise, alternate directors:

11.5.1 are deemed for all purposes to be directors;

11.5.2 are liable for their own acts and omissions;

11.5.3 are subject to the same restrictions as their Appointors; and

11.5.4 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.

- 11.6 A person who is an alternate director but not a director:

11.6.1 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); and

11.6.2 may participate in a unanimous decision of the directors (but only if his Appointor does not himself participate).

- 11.7 A director who is also an alternate director is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor, in addition to his own vote on any decision of the directors.

- 11.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate’s Appointor as the Appointor may by notice in writing to the Company from time to time direct.

- 11.9 An alternate director's appointment as an alternate terminates:
- 11.9.1 when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - 11.9.2 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; or
 - 11.9.3 when the alternate director's Appointor ceases to be a director for whatever reason.

12. SHARE CAPITAL

- 12.1 Except as otherwise provided in these Articles, the Shares shall rank *pari passu* in all respects.
- 12.2 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles:
- 12.2.1 on a show of hands, every Shareholder holding one or more Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy, shall have one vote;
 - 12.2.2 on a poll, every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every Ordinary Share of which he is the holder; and
 - 12.2.3 on a written resolution, every Shareholder holding one or more Ordinary Share as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Act, shall have one vote for every Ordinary Share of which he is the holder.
- 12.3 The Ordinary Shares shall entitle the holders (in that capacity) to participate in any profits, capital or assets of the Company.

13. UNISSUED SHARES

- 13.1 No Share of any class nor any right to subscribe for or to convert any security into a share of any class shall be allotted or granted otherwise than to the holder of a Share of that same class.
- 13.2 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) where that allotment otherwise conforms to the requirements of these Articles.

14. SHARE TRANSFERS

- 14.1 In these Articles, reference to the transfer of a Share includes the transfer, assignment or other disposal of a beneficial or other interest in that share, or the creation of a trust or Encumbrance over that Share, and reference to a share includes a beneficial or other interest in a Share.
- 14.2 No Shareholder (except the Investor) shall transfer any Share except:
- 14.2.1 with the prior written consent of the Investor; or
 - 14.2.2 in accordance with these Articles.
- 14.3 Any transfer of Shares by way of a sale that is required to be made under article 15, article 16, article 17 or article 18 shall be deemed to include a warranty that the transferor sells the Shares with full title guarantee.

- 14.4 Subject to article 14.5, the directors shall forthwith register any duly stamped transfer made in accordance with these Articles and shall not have any discretion to register any transfer of Shares which has not been made in compliance with these Articles.
- 14.5 The directors may, as a condition to the registration of any transfer of Shares require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any the Shareholders' Agreement or any other shareholders' agreement (or similar document) in force between the Shareholders in such form as the directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any such condition is imposed in accordance with this article 14.5, the transfer may not be registered unless that deed has been executed and delivered to the Company's registered office by the transferee.
- 14.6 To enable the directors to determine whether or not there has been a disposal of Shares (or any interest in Shares) in breach of these Articles, the directors of any class may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require relevant to that purpose. If a Shareholder fails to provide information or evidence in respect of any Shares registered in its name to the reasonable satisfaction of such directors within 14 days of their request, such directors may serve a notice on the Shareholder stating that the Shareholder shall not in relation to those Shares be entitled to be present or to vote in person or by proxy at any general meeting of the Company or any meeting of the holders of Shares of that class, or to vote on a written resolution of the Shareholders or to receive dividends on the Shares until such evidence or information has been provided to the directors' satisfaction.

15. **COMPULSORY TRANSFERS**

- 15.1 If any of the following events ("**Obligatory Transfer Events**") happen to a Shareholder (other than the Investor) (in this article, the "**Seller**"), it shall serve a Transfer Notice at the Transfer Price on the Investor (and for the purpose of this article the recipient of such notice is the "**Buyer**") as soon as possible, which shall include details of the Obligatory Transfer Event:
- 15.1.1 the passing of a resolution for the liquidation (or bankruptcy) of the party other than (in the case a body corporate) a solvent liquidation for the purpose of the reconstruction or amalgamation of all or part of the party's group (the structure of which has been previously approved by the other parties in writing) in which a new company assumes (and is capable of assuming) all the obligations of such party; or
- 15.1.2 the presentation at court by any competent person of a petition for the winding up of the party and which has not been withdrawn or dismissed within fourteen days of such presentation; or
- 15.1.3 a change in Control of the party; or
- 15.1.4 the issue at court by any competent person of a notice of intention to appoint an administrator to the party, a notice of appointment of an administrator to the party or an application for an administration order in respect of the party; or
- 15.1.5 a receiver, administrative receiver or manager is appointed in respect of the whole or a substantial part of the assets or undertaking of the party; or
- 15.1.6 the party being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986; or
- 15.1.7 the party entering into a composition or arrangement with its creditors generally; or
- 15.1.8 any chargee taking any step to enforcing any charge created over any Shares held by the party in the Company (other than by the appointment of a receiver, administrative receiver or manager); or

- 15.1.9 if a process has been instituted that could lead to the party being dissolved and its assets being distributed among the party's creditors, Shareholders or other contributors; or
- 15.1.10 the party ceasing to carry on its business or substantially all of its business; or
- 15.1.11 the party commits a material or persistent breach of the Shareholders' Agreement or commits a material breach which if capable of remedy has not been so remedied within 10 Business Days of the other party requiring such remedy; or
- 15.1.12 in the case of the Obligatory Transfer Events set out in articles 15.1.1 and 15.1.2 and 15.1.4 to 15.1.9 (inclusive), any competent person takes any analogous step in any jurisdiction in which the relevant party carries on business; or
- 15.1.13 the party becomes a Leaver.

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

- 15.2 The Shares comprised in a Transfer Notice shall be offered to the Investor (or such party nominated by it) at the Transfer Price.
- 15.3 In the event that none or not all of the Leaver's Shares are accepted pursuant to such offer, the Leaver shall be entitled to retain all or the balance (as the case may be), save that, with effect from the date that he became a Leaver, all voting rights attached to the Leaver's Shares shall, at the time he becomes a Leaver, be suspended unless the Investor Directors notify him otherwise.
- 15.4 If the Investor (or its nominee(s)) accepts the offer of some or all of the Shares pursuant to article 15.2, the Leaver shall on or before the date notified by an Investor Director execute and deliver to the Company transfers in respect of such Leaver's Shares that are to be purchased and the certificate(s) in respect of those Shares (or an indemnity in lieu of those certificate(s) in a form satisfactory to the Investor Directors) against payment for such Shares. If the Leaver fails to give any notice or take any action or to sign any document (including, without limitation, a stock transfer form) or otherwise fails to comply with the transfer provisions in this article 15.4, he shall be deemed to have appointed any Investor Director as his attorney with full power to take such actions and sign any documents or deliver any notice required in order to give effect to the provisions and transactions contemplated by article 15.4.
- 15.5 On becoming a Leaver, such Shareholder will be deemed to have automatically and unconditionally resigned from any office held in any Group Company.
- 15.6 The Transfer Price shall be determined as follows:
 - 15.6.1 if the Leaver is a Bad Leaver, the Transfer Price will be £1 (one pound) for all of the Leaver's Shares and, if the Leaver is the Founder, he will write off the outstanding balance of his Founder Loan; or
 - 15.6.2 if the Leaver is a Good Leaver, the Transfer Price will be the Fair Value and, if the Leaver is the Founder, the balance of his Founder Loan shall be repaid in accordance with its terms.

16. **DRAG ALONG**

- 16.1 If the Investor wishes to transfer all of its Shares to a bona fide third-party buyer (**Proposed Buyer**), the Investor may at any time issue a notice to the other shareholders of the Company (**Other Shareholders**) requiring them to sell all of their Shares to the Proposed Buyer (**Drag Along Notice**).
- 16.2 The Drag Along Notice must specify:
 - 16.2.1 the name and address of the Proposed Buyer; and

- 16.2.2 the price per share, the terms of payment and other material terms of the Proposed Buyer's offer.
- 16.3 Upon receipt of a Drag Along Notice, each Shareholder will sell the whole of its interest in the Shares to the Proposed Buyer on the terms set out in the Drag Along Notice (which must be at the same price per share as the Investor sells its Shares but not necessarily on the same terms).
- 16.4 If, for any reason, any Other Shareholder(s) do(es) not, on completion of the sale of the Shares specified in the Drag Along Notice, execute a transfer or transfers in respect of all of the Shares held by it, the defaulting Other Shareholder will be deemed to have irrevocably appointed any person nominated by the Investor to be the defaulting Other Shareholder's agent and attorney, to execute a transfer or transfers on its behalf against receipt by the Company of the consideration payable for its Shares (on trust for the defaulting Other Shareholder) and to deliver such transfer or transfers to the Proposed Buyer (or as it may direct) as holder. After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings may not be questioned by any person. A failure to produce a share certificate will not impede the registration of Shares under article 16.4.
17. **TAG ALONG**
- 17.1 Subject to article 17.3, the Investor may accept an offer (**Investor Shares Offer**) from a bona fide third party for the purchase of all of the Shares owned by it and its permitted transferees (**Investor Shares Buyer**) so long as the acceptance is conditional upon the terms of article 17.2 being complied with in all respects and that the condition is not waived.
- 17.2 The Investor may complete a sale pursuant to an Investor Shares Offer if:
- 17.2.1 the Investor dispatches a notice within five Business Days of accepting the Investor Shares Offer notifying the other Shareholders of the main terms of the Investor Shares Offer and that it has contracted to accept the Investor Shares Offer subject to the terms of this article 17.2;
- 17.2.2 the Investor Shares Buyer has made a binding written offer to the other Shareholders at the same price per Share but not necessarily on the same terms that is kept open for at least 10 Business Days from delivery of the notice pursuant to article 17.2.1; and
- 17.2.3 the five Business Day period referred to in article 17.2.1 has elapsed or the other Shareholders have accepted, rejected or completed the offer made to them.
- 17.3 The provisions of article 17.1 shall not apply (i) to a Leaver where article 15 applies or (ii) where a Drag Along Notice has been served.
18. **SALE OF THE INVESTOR**
- 18.1 If an offer (**HBHC Offer**) is made by an independent third party (**HBHC Purchaser**) to complete an HBHC Sale and such offer is accepted by the Investor, each Shareholder (other than the Investor) agrees that he shall, if requested by the Investor, sell within 14 days of written request all of his Shares (**Relevant Shares**) to the HBHC Purchaser (or as the HBHC Purchaser directs) for the HBHC Sale Price (as defined in article 18.2).
- 18.2 The HBHC Sale Price shall be determined as set out in Schedule 1.
- 18.3 The HBHC Sale Price shall be paid by the HBHC Purchaser to each Shareholder at the same time and in the same manner that such purchase price is paid to the shareholders of the Investor.
- 18.4 If a Shareholder fails to transfer his Shares in accordance with article 18.1 he shall be deemed to accept the same and to authorise the Investor to execute all and any such documents on his behalf (including as deeds) necessary to effect the sale of the Shares, and to give good discharge for the purchase money on his behalf and the Company shall enter the name of the HBHC Purchaser (or as he directs) in the register

of members as the holder of the applicable Shares that shall have been transferred to the HBHC Purchaser (or as he directs).

- 18.5 Following the acceptance of an HBHC Offer, any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company, or on the conversion of any convertible security of the Company (**New Shareholder**), the New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the HBHC Purchaser (or as the HBHC Purchaser may direct) and the provisions of articles 18.1 to 18.4 (both articles inclusive) shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the written request from the HBHC Purchaser being deemed served on the New Shareholder.

19. DIVIDENDS

- 19.1 Every dividend shall be distributed to the appropriate Shareholders pro rata according to the numbers of Shares held by them respectively. All dividends are expressed net and shall be paid in cash and take into account any sums already paid to a Shareholder on account of any dividend.

- 19.2 Article 31(1) of the Model Articles shall be amended by:

19.2.1 the replacement of the words “either in writing or as the directors may otherwise decide” at the end of paragraphs (a), (b) and (c) of that article 31(1) with the words “in writing”; and

19.2.2 the replacement of the words “either in writing or by such other means as the directors decide” from the end of paragraph (d) of that article 31(1) with the words “in writing”.

20. QUORUM FOR GENERAL MEETINGS

- 20.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be the Investor or a duly authorised representative of the Investor.

- 20.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

21. CHAIRING GENERAL MEETINGS

The chairman of the board of directors shall chair general meetings. If the chairman is unable to attend any general meeting, the Shareholder who appointed him shall be entitled to appoint another of its nominated directors present at the meeting to act as chairman at the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.

22. POLL VOTES

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

- 22.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words “A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made” as a new paragraph at the end of that article.

23. PROXIES

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

- 23.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words “and a proxy notice which is not delivered in such manner shall be invalid” as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

24. MEANS OF COMMUNICATION TO BE USED

- 24.1 Subject to article 24.2, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:

- 24.1.1 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;
- 24.1.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 24.1.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 24.1.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

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

- 24.2 Any notice, document or other information served on, or delivered to, an intended recipient under article 14 or article 15 (as the case may be) may not be served or delivered in electronic form (other than by fax), or by means of a website.
- 24.3 In proving that any notice, document or information was properly addressed, it shall suffice to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

25. INDEMNITY AND INSURANCE

- 25.1 Subject to article 25.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 25.1.1 each relevant officer of the Company shall be indemnified out of the Company’s assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:
 - (a) in the actual or purported execution and/or discharge of his duties, or in relation to them;
 - (b) including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company’s affairs; and
- 25.1.2 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

25.1.1 and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

- 25.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 25.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.
- 25.4 In this article:
 - 25.4.1 a “relevant officer” means any director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and
 - 25.4.2 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 or any pension fund or employees’ share scheme of the Company.

SCHEDULE 1

HBHC SALE PRICE

1. The Relevant Shares to be sold pursuant to article 18.1 shall have an aggregate price as determined pursuant to this Schedule.
2. The value of the Relevant Shares shall be that proportion of the Value of the Company (as defined below) that such Relevant Shares bear to the then entire issued share capital of the Company on the date of the offer to acquire such Relevant Shares was served.
3. The Value of the Company shall be calculated as follows:

$$\text{"Value of the Company"} = (\text{Company EBITDA} \times \text{Investor PE}) - \text{Company Debt}$$

4. In this Schedule the following definitions apply:

"Company Debt" means the aggregate amount of indebtedness of any nature in relation to the Group, including loan notes, shareholder loans, finance leases and hire purchase arrangements owed;

"Company EBITDA" means the amount of the EBITDA of the Company, calculated in accordance with the provisions of the SPA, (whether such amount is calculated on the basis of the last audited accounts, or the last management accounts, of the Company) and including any adjustments to such EBITDA provided for in such SPA (including, without limitation, in relation to any costs incurred by the Company to connected parties of the Company before the proposed sale under the HBHC Offer);

"EBITDA" means earnings before interest, tax, depreciation and amortisation;

"Equity Value of Target Group" means the aggregate consideration for the purchase of the entire issued share capital of the Target Group (after taking into account any Target Group Debt and assuming (even if it is not the case) that all relevant subsidiaries of the Investor are wholly owned subsidiaries);

"Investor PE" will be calculated as follows:

$$\text{Investor PE} = \frac{(\text{Equity Value of Target Group} + \text{Target Group Debt})}{\text{Target Group EBITDA}}$$

"SPA" mean any sale purchase agreement entered into, or to be entered into, between the shareholders of the Investor and the HBHC Purchaser pursuant to an HBHC Offer;

"Target Group" means the Investor and each of its subsidiaries included within the proposed sale;

"Target Group EBITDA" means the amount of the consolidated EBITDA of the Target Group (including, for the avoidance of doubt, the Company EBITDA), calculated in accordance with the provisions of the SPA, (whether such amount is calculated on the basis of the last consolidated audited accounts, or the last consolidated management accounts, of the Investor) and including any adjustments to such EBITDA provided for in such SPA (including, without limitation, in relation to any costs incurred by the Investor to connected parties of the Investor before the proposed sale under the HBHC Offer);

"Target Group Debt" means the aggregate amount of indebtedness in relation to the Target Group which may, in accordance with the SPA, be deducted from the EBITDA/PE calculation to determine final consideration.

In the event of any dispute as to the HBHC Sale Price for the purposes of this Schedule such dispute shall be referred by the Investor to an independent firm of accountants who shall resolve the disagreement in whatever manner they, in their absolute discretion, consider appropriate and the costs of such firm shall be borne as determined by the firm.