

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Heron UK Bidco Limited (no.)

Incorporated on

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DEFINED TERMS AND INTERPRETATION

1 Model Articles

The Model Articles (as defined below) shall apply to the company except where they are excluded or modified 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 Definitions

In these Articles the following words bear the following meanings save where otherwise specified or where the context otherwise requires and article 1 of the Model Articles is modified accordingly:

“Articles”	the articles of association of the company as altered from time to time and the expression “this Article” shall be construed accordingly;
“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;
“clear days”	in relation to a period of notice means that period excluding the day when the notice is served or deemed to be served and the day for which it is given or on which it is to take effect;
“Communication”	any notice, document or information to be given by or on behalf of the company to any person pursuant to these Articles;
“Conflicted Director”	a director who has, or may have, a direct or indirect interest in a Conflict Matter;

“Conflict Matter”	a situation that conflicts, or possibly may conflict, with the interests of the company;
“directors”	the directors, for the time being, of the company or (where the context so requires) those of such directors present at a duly convened meeting of the directors of the company, or a committee thereof, at which a quorum is present and the definition of “director” in the Model Articles is excluded;
“eligible director”	a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);
“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;
“month”	calendar month;
“Officer”	any existing or former director or other officer of the company or of any associated company (other than any person, whether an officer or not, engaged by the company as auditor); and
“Secured Party”	any bank, financial institution or other person to whom such shares have been charged by way of security, whether such bank, financial institution or other person is acting as agent, trustee or otherwise.

3 Interpretation

In these Articles:

- 3.1** references to a statute, statutory provision or subordinate legislation include references to such statute, statutory provision or subordinate legislation as amended or re-enacted, and taking account of any subordinated legislation made under it, whether before or after the date of adoption of these Articles and includes all subordinate legislation made under the relevant statute whether before or after the date of adoption of these Articles;
- 3.2** 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 Companies Acts shall have the same meanings in these Articles;
- 3.3** unless otherwise specified or the context otherwise requires:
- 3.3.1** words in the singular include the plural, and vice versa;
 - 3.3.2** words importing any gender include all genders; and
 - 3.3.3** a reference to a person includes a reference to a body corporate and to an unincorporated body of persons;

- 3.4** any wording 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; and
- 3.5** headings are inserted for convenience only and do not affect the construction of these Articles.

SHARE CAPITAL

4 Statutory pre-emption rights

Statutory pre-emption rights are excluded so that directors may allot equity securities wholly for cash without first offering them to existing shareholders.

SHARE TRANSFERS

5 Discretion to refuse to register a transfer

5.1 Notwithstanding anything contained in the Model Articles or these Articles:

5.1.1 any pre-emption rights conferred on existing members by these Articles or otherwise and any other restrictions on transfer of shares contained in these Articles or otherwise shall not apply to, and

5.1.2 the directors shall not decline to register, nor suspend registration of,

any transfer of shares where such transfer is:

5.1.3 in favour of a Secured Party to whom such shares are being transferred by way of security or any nominee of a Secured Party, or

5.1.4 duly executed by a Secured Party or its nominee to whom such shares (including any further shares in the company acquired by reason of its holding of such shares) are to be transferred pursuant to a power of sale under any security document which creates any security interest over such shares, or

5.1.5 duly executed by a receiver appointed by a Secured Party or its nominee pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such Secured Party or its nominee or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts.

TRANSMISSION OF SHARES

6 Directors' notice requiring exercise of rights

6.1 The directors may give notice requiring a transmittee to exercise their rights referred to in articles 28(1) and 28(2) of the Model Articles. If that notice is not complied with within sixty clear days the directors may withhold payment of all dividends and other amounts payable in respect of such share(s) until the rights have been exercised.

6.2 Article 29 of the Model Articles shall be amended by the insertion of the words “, or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2) of the Model Articles,” after the words “the transmittee’s name”.

GENERAL MEETINGS

7 Postponement of general meetings

If the directors in their absolute discretion decide that it is unreasonable or impracticable for any reason to hold a general meeting at the time or place specified in the notice of that meeting, they may postpone the general meeting to another time or place by giving notice of the revised time or place to all the members.

8 Proceedings at general meetings and votes of members

8.1 Article 44(2) of the Model Articles shall be amended by the deletion of articles 44(2)(c) and (d) and the insertion of the words “any one qualifying person present and entitled to vote at the meeting”.

8.2 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.

8.3 Article 44(4) of the Model Articles shall be deleted and replaced with the words “A poll demanded on the election of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken immediately or at such time and place as the chairman directs not being more than 30 days after the poll is demanded. No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days’ notice shall be given specifying the time and place at which the poll is to be taken”.

9 Amendment of resolutions

Notwithstanding that prior written notice to amend a resolution shall have been given in accordance with article 47(1) of the Model Articles, the chairman, in his absolute discretion, may accept or propose at any general meeting or adjourned general meeting amendments of a minor or formal nature or to correct a manifest error or which he may in his absolute discretion consider fit for consideration at the meeting.

WRITTEN RESOLUTIONS.

10 Period for agreeing to written resolution

A proposed written resolution will lapse if it is not passed before the end of the period of 90 days beginning with the circulation date.

PROXIES

11 Method for appointing a proxy

11.1 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 and any instructions contained in the notice of the general meeting (or adjourned) meeting to which they relate”.

11.2 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, unless the directors, in their discretion, accept the notice at any time before the meeting.” as a new paragraph at the end of that article.

11.3 When two or more valid but differing appointments of proxy are delivered or received in respect of the same share for use at the same meeting or poll, the one which is last delivered or received

(regardless of its date or the date of its execution) shall be treated as replacing and revoking the other as regards that share. If the company is unable to determine which was last delivered or received, none of them shall be treated as valid in respect of that share. No instrument of proxy shall be valid after the expiration of twelve months from the date stated in it as the date of its execution.

CORPORATIONS ACTING BY REPRESENTATIVES

12 Appointment must be delivered

A resolution authorising a person or persons to act as a representative of a corporation shall not be effective for the purposes of any meeting unless a copy or extract of such resolution, certified as a true copy or extract by a director or secretary or member of the governing body of the corporation concerned, has been delivered before commencement of the meeting to a director of the company save where the directors otherwise determine in their absolute discretion.

DIRECTORS

13 Quorum

13.1 The quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but unless otherwise fixed shall be any two eligible directors save where:

13.1.1 there is a sole director; or

13.1.2 for the purposes of any meeting (or part of a meeting) held to authorise a director's conflict under Article 21, there is only one eligible director in office other than the conflicted director(s),

when the quorum for such meeting (or part of a meeting) shall be one eligible director. Articles 11(2) and (3) of the Model Articles do not apply.

14 Termination of director's appointment

14.1 Article 18 of the Model Articles is modified by inclusion after article 18(f) of the Model Articles of the following sub-paragraphs to be numbered 18(g) and 18(h):

14.1.1 "in the case of a director who holds any executive office, his appointment as such is terminated or expires and the other directors resolve that his office be vacated; or"

14.1.2 "he is requested in writing by all the other directors to resign (without prejudice to any claim for damages for breach of any contract of service between the director and the company)."

14.2 A resolution of the directors that a director has vacated office under the terms of article 18 of the Model Articles, as amended by these Articles, shall be conclusive as to the fact and grounds of vacation stated in the resolution and article 18 of the Model Articles shall be modified accordingly.

15 Unanimous decisions

15.1 A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter and article 8 of the Model Articles shall not apply.

15.2 Such a decision may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing.

15.3 A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at a directors' meeting.

15.4 Reference in article 7 of the Model Articles to "a decision taken in accordance with article 8" of the Model Articles shall be substituted with the wording "a unanimous decision taken in accordance with the company's Articles".

16 Alternate directors

16.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by resolution of the directors, save where the director is the sole director willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

16.2 An 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, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence but shall not be entitled to receive any remuneration from the company for his services as an alternate director.

16.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director.

16.4 Any appointment or removal of an alternate director shall be by notice to the company signed by the director making or revoking the appointment or in any other manner approved by the directors.

16.5 The notice must:

16.5.1 identify the proposed alternate; and

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

16.6 An alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him.

16.7 A director or any other person may act as alternate director to represent more than one director and an alternate director shall be entitled at meetings of the directors, or any committee of the directors, to one vote for every director whom he represents in addition to his own vote (if any) as a director but he shall not be counted more than once for the purposes of a quorum.

17 Casting vote

17.1 If the number of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.

17.2 Article 17.1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting).

17.3 Articles 13(1) and (2) of the Model Articles shall not apply.

DIRECTORS' GRATUITIES, PENSIONS AND INSURANCE

18 Directors' ability to provide benefits to current or former directors

- 18.1** The directors may provide benefits, whether by the payment of gratuities or pensions or by purchasing and maintaining insurance or otherwise, for the benefit of any persons who are or were at any time directors or the holders of any executive or comparable office of employment with the company or any other company or undertaking which is or has been (a) a subsidiary of the company or (b) otherwise allied to or associated with the company or a subsidiary of the company or (c) a predecessor in business of the company or of any such subsidiary, and (d) for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) establish, maintain, subscribe and contribute to any fund and pay premiums for the purchase or provision of any such benefit.
- 18.2** The directors may procure that any of such matters referred to in Article 18.1 may be done by the company either alone or in conjunction with any other person.

DIRECTORS' INTERESTS

19 Permitted directors' interests

- 19.1** Subject to the provisions of the Companies Acts, and provided that he has disclosed to the directors the nature and extent of any interest in accordance with these Articles and the Companies Acts, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the company may:
- 19.1.1** be a party to, or otherwise interested in, any transaction or arrangement with the company or in which the company is otherwise (directly or indirectly) interested;
 - 19.1.2** be an eligible director and shall be entitled to vote and count in the quorum for the purposes of any proposed decision of the directors (or committee of directors), or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;
 - 19.1.3** be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the company or in which the company is otherwise (directly or indirectly) interested or as regards which the company has any powers of appointment;
 - 19.1.4** hold any other office or place of profit under the company (except that of auditor or auditor of a subsidiary of the company) in conjunction with the office of director and may act by himself or through his firm in such professional capacity to the company, and in any such case on such terms as to remuneration and otherwise as the directors may arrange; and
 - 19.1.5** not, save as he may otherwise agree, be accountable to the company for any benefit which he (or a person connected with him, derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under the Companies Acts.

Articles 14(1)-(4) inclusive of the Model Articles shall not apply and article 14(5) of the Model Articles shall be amended so that "this article" is deleted and replaced with the words "Article 19.1".

20 Directors' power to authorise conflicts of interest

- 20.1** The directors may, on such terms as they may determine, authorise any matter which involves, or which could reasonably be expected to involve, a Conflicted Director in breaching his duty to avoid a Conflict Matter.
- 20.2** A Conflicted Director who seeks authorisation of a Conflict Matter must inform the directors in writing of both the nature and extent of his interest in a Conflict Matter as soon as practicable after his becoming aware of the Conflict Matter and must provide sufficient details of the Conflict Matter to allow the directors properly to evaluate the Conflict Matter, together with any additional information which the directors may request.
- 20.3** Any director (other than the Conflicted Director) may propose that the Conflict Matter be authorised. Such proposal and any authority given by the directors shall be effected by a resolution of the directors in accordance with the provisions of these Articles governing the proceedings of directors, save that:
- 20.3.1** the Conflicted Director and any other director with a similar or related interest to the Conflict Matter will not count in the quorum and will not vote on a resolution giving such authority; and
 - 20.3.2** notwithstanding any other provision of these Articles, if the Conflicted Director (or any other director with a similar or related interest to the Conflict Matter) is a director whose presence is otherwise required for a quorum, his or their absence shall not invalidate the quorum to the extent that the matter considered and voted upon by the directors is solely a Conflict Matter involving that Conflicted Director or any other director with a similar or related interest to the Conflict Matter.
- 20.4** Where the directors resolve to give authority for a Conflict Matter:
- 20.4.1** the Conflicted Director will not be obliged to disclose any information which he obtains (otherwise than through his position as a director of the company) that is confidential to a third party where to do so would amount to a breach of that confidence; and
 - 20.4.2** the directors may revoke or vary the terms of such authority (including imposing additional terms) at any time in such manner as they consider reasonably necessary to protect the interests of the company, but this will not affect the validity of anything done by the Conflicted Director prior to such revocation or variation in accordance with the terms of such authority nor constitute a breach of any duty by that Conflicted Director in respect thereof.
- 20.5** A Conflicted Director shall not be required to account to the company for any benefit he receives or profit he makes as a result of any Conflict Matter duly authorised under Article 20.1, and no contract shall be liable to be avoided on the grounds of any director having any type of interest authorised under Article 20.1 or which is authorised by an ordinary or special resolution of the company.

DIVIDENDS

21 Payment of dividends in other currencies

Except as otherwise provided by the rights attached to the shares, dividends may be declared or paid in any currency. The directors may agree with any member that dividends which may at any time or from time to time be declared or become due on his shares in one currency shall be paid or satisfied in another, and may agree the basis of conversion to be applied and how and when the

amounts to be paid in the other currency shall be calculated and paid and for the company or any other person to bear any costs involved.

22 Interim dividends in specie

An interim dividend paid by the directors may be satisfied wholly or partly by the distribution of assets and in particular of paid-up shares or debentures of another company. Where any difficulty arises in regard to the distribution, the directors may settle the same as they see fit and, in particular, may issue fractional certificates (or ignore fractions); may fix the value for distribution of any assets; may determine that cash shall be paid to any member upon the fixing of the value so fixed in order to adjust the rights of members; and may vest any assets in trustees on trust for the persons entitled to the dividends.

NOTICES AND COMMUNICATIONS

23 When a Communication is given

23.1 A Communication sent by United Kingdom post shall be deemed to have been given on the day following that on which the envelope containing the Communication was posted to an address in the United Kingdom if pre-paid as first class post and within 48 hours if pre-paid as second class post after it has been posted to an address in the United Kingdom. A Communication sent to an address outside the United Kingdom or from outside the United Kingdom to an address in the United Kingdom shall be deemed to have been received five business days after posting or being sent by reputable international courier provided that delivery in at least five business days was guaranteed at the time of sending. Proof that the envelope was properly addressed, prepaid and posted shall be conclusive evidence that the Communication was given.

23.2 A Communication sent or supplied by electronic means shall be deemed to be given on the same day that it is sent or supplied.

23.3 A Communication sent or supplied by means of a website is deemed to be received 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.

23.4 A Communication not sent by post but left at a registered address or address for service in the United Kingdom is deemed to be given on the day it is left.

23.5 A Communication given by newspaper advertisement shall be deemed to have been served at noon on the day on which the advertisement appears.

23.6 In proving that any Communication was served, sent or supplied, it shall be sufficient to show that it was properly addressed, and where applicable prepaid, and delivered to an address permitted for the purpose by the Companies Acts.

24 Notice when post not available

If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the company is unable effectively to convene a general meeting by notices sent through the post, the company need only give notice of a general meeting to those members with whom the company can communicate by electronic means and who have provided the company with an address for this purpose. The company shall also advertise the notice on the same date in at least one national daily newspaper with circulation in the United Kingdom. In any such case the company shall send confirmatory copies of the notice by post or by electronic means to an address for the time being notified to the company by the member for such purposes if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

COMPANY NAME

25 Change of name

The company may change its name by resolution of the directors.

INDEMNITY

26 Directors may be indemnified subject to the Companies Acts

26.1 To the extent permitted by the Companies Acts, the company may:

26.1.1 indemnify any Officer against any liability and may purchase and maintain for any Officer insurance against any liability;

26.1.2 provide any Officer with funds to meet expenditure incurred or to be incurred by him in connection with any liability under Article 26.1.1; and

26.1.3 take any action to enable any Officer to avoid incurring expenditure in connection with any liability under Article 26.1.1.

26.2 Articles 52 and 53 of the Model Articles shall not apply.