Company Number: 01307597

THE COMPANIES ACTS 1985 to 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

ADCOCK REFRIGERATION AND AIR CONDITIONING LIMITED (the "**Company**")

7th November ~~October~~ 2012 (the "**Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolutions 1 and 2 below are passed as special resolutions (together "**Special Resolutions**")

SPECIAL RESOLUTIONS

That the regulations contained in the printed document annexed hereto be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles thereof

AGREEMENT

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

The undersigned, being a person entitled to vote on the above resolutions on the Circulation Date, hereby irrevocably agrees to the Special Resolutions

Shareholder	**Number of Voting Shares**
John R Adcock	25 Ordinary Shares
John Richard Adcock	25 Restricted Shares
Dated 7/11/2012	
B I Adcock	15 Ordinary Shares
Beryl Irene Adcock	15 Restricted Shares
Dated. 7/11/2012	

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THURSDAY
A1N7FDP5
A14 06/12/2012 #132
COMPANIES HOUSE

Sandra Prior

Sandra Jane Prior

Dated . . 7/11/2012 .

10 Ordinary Shares

10 Restricted Shares

NOTES

1. You can choose to agree to both the Special Resolutions or neither of them but you cannot agree to only one of the resolutions If you agree to both Special Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

By Hand or Post FAO Elizabeth Davies, Hewitsons, Shakespeare House, 42 Newmarket Road, Cambridge, CB5 8EP

E-mail by attaching a scanned copy of the signed document to an e-mail and sending it to elizabethdavies@hewitsons com

If you do not agree to the Special Resolutions, 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 Resolutions, you may not revoke your agreement.

3. Unless, by the end of the period of 28 days beginning with the Circulation Date sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the Special Resolutions, please ensure that your agreement reaches us before or during this date

Company Number: 1307597

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

ADCOCK REFRIGERATION AND AIR CONDITIONING LIMITED

Incorporated 7 April 1977

(Adopted by Written Resolution passed 7/9 2012)

HEWITSONS

Shakespeare House
42 Newmarket Road
Cambridge
CB5 8EP

COMPANIES HOUSE

Ref: EAD/20937.66.4

Company Number 1307597

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

ADCOCK REFRIGERATION AND AIR CONDITIONING LIMITED

Incorporated on 7 April 1977

(Adopted by Written Resolution passed on 7th November 2012)

1 TABLE A

The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by The Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052), The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373), The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007 No 2541) and The Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007 No 2826) so far as it relates to private companies limited by shares (such Table being hereinafter called "**Table A**") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company

2 INTERPRETATION

2 1 In these Articles unless the context otherwise requires

"the Act"	means the Companies Act 1985 but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force and any provisions of the Companies Act 2006 for the time being in force,
"Adcock Family Member"	means John Adcock, Beryl Adcock, Sandra Prior and any of their issue or remoter descendants,

"these Articles"	means these Articles of Association in their present form or as from time to time altered,
"Director"	means a director of the Company,
"the Board" or "the Directors"	means the board of directors of the Company or a duly authorised committee thereof or the directors present at a meeting of the board of directors of the Company or a duly authorised committee thereof, in each case at which a quorum is present,
"Expert"	the auditors of the Company from time to time or if the Members do not agree within 14 days on the appointment of the auditors for the purpose in question an independent chartered accountant as agreed between the parties or in default of agreement as appointed by the President for the time being of The Institute of Chartered Accountants in England and Wales,
"Family Trust"	means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of Permitted Beneficiaries of the settlor and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such Permitted Beneficiaries,
"Founders"	John Adcock and Beryl Adcock,
"Member"	means a member of the Company,
"paid up"	means paid up or credited as paid up,
"Permitted Beneficiary"	means (i) any Adcock Family Member , or (ii) in relation to Sandra Prior only, Phillip Prior, (iii) in relation to John Adcock only, such Directors of the Company as he may specify in his lifetime or in any Will made by him

2 2 References in Table A and in these Articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form

2 3 Save as expressly provided in these Articles, words and expressions which bear particular meanings in Table A shall bear the same respective meanings in these Articles.

3 SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £100 divided into 50 Ordinary Shares ("**Ordinary Shares**") and 50 Restricted Shares of £1 each ("**Restricted Shares**")

4. SHARE RIGHTS

4 1 The rights attaching to the respective classes of shares shall be as follows

4 2 **Income** The profits of the Company available for distribution which are resolved to be distributed shall be distributed amongst the holders of the Ordinary Shares and the Restricted Shares (pari passu according to the respective amounts paid up or credited as paid up thereon as if the Ordinary Shares and the Restricted Shares constituted one class of share) and shall accrue on a daily basis from the date of issue

4 3 **Capital** On a return of assets on liquidation or otherwise, the assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the Ordinary Shares and the Restricted Shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the Ordinary Shares and the Restricted Shares held by them respectively

5 ISSUE OF SHARES

5 1 Unless otherwise determined by the Company by special resolution, any Ordinary Shares for the time being unissued shall, before they are issued, be offered to the existing holders of Ordinary Shares in proportion, as nearly as may be practicable, to the number of existing Ordinary Shares held by them respectively. Such offer shall be made by notice in writing to each such holder specifying the number of Ordinary Shares offered to him and the subscription price therefor and inviting him to state in writing within such period as the Board may prescribe (being not less than fourteen days after the date of the notice) whether he wishes to accept any, and if so what number, of Ordinary Shares offered to him and whether he wishes to subscribe for Ordinary Shares in excess of his entitlement and, if so, what maximum number If within such period, such holders have expressed their willingness to accept all or any of the Ordinary Shares offered to them, such shares shall be so issued to them accordingly Any Ordinary Shares so offered to any such holder and not taken up within such period shall be issued to those holders who have taken up their full entitlement of shares and who have indicated a willingness to subscribe Any shares not taken up pursuant to such offer as aforesaid and any Ordinary Shares released from the provisions of this Article by any such special resolution shall be under the control of the Board who may allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as it thinks fit provided that in the case of any shares not disposed of pursuant to such offer as aforesaid, such shares shall not be disposed of on terms more

favourable to the subscribers therefor than the terms on which they were offered to the Company's existing Members The foregoing provisions of this Article shall have effect subject to Section 80 of the Act

6 LIEN

6 1 The lien conferred by Regulation 8 shall also attach to fully paid shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all moneys presently payable by him or his estate to the Company Regulation 8 shall be modified accordingly

7 CALLS ON SHARES AND FORFEITURE

7 1 The liability of any Member in default of payment of a call shall, if the Board so directs, also include any costs and expenses suffered or incurred by the Company in respect of such non-payment and the powers conferred on the Board by Regulation 18 and the provisions of Regulation 21 shall be extended accordingly

8 DIRECTORS DISCRETION TO REFUSE TO REGISTER TRANSFERS

8 1 The Directors

8 1 1 shall refuse to register the transfer of any share unless such transfer is permitted by, or is made pursuant to and in accordance with, the provisions of these Articles,

8 1 2 may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share, or decline to register any transfer of any share which would otherwise be permitted under these Articles

8 1 2 1 if it is a transfer of a share on which the Company has a lien or of a share (not being a fully paid share) to a person of whom they shall not approve and the first sentence of Regulation 24 of Table A shall not apply, or

8 1 2 2 if the Directors have required the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the Directors may think necessary or relevant for the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles such information or evidence is not furnished to the satisfaction of the Directors within a period of 28 days after such request,

8 1 3 shall (save as provided in Article 8 1 2) not be entitled to decline to register the transfer of any share which is permitted by, or is made pursuant to and in accordance with, these Articles

9 PERMITTED TRANSFERS

The transfer of a share shall be permitted in the cases and in accordance with the provisions set out in this Article 9 subject to the provisions of Article 8 but without the application of the provisions of Article 10 thereto

9 1 A Founder may at any time transfer all or any shares held by them to any one they wish free of any restrictions contained in these Articles of Association

9 2 Any shares held by trustees upon a Family Trust may on any change of trustees be transferred to the new trustees of that Family Trust and in respect of any Family Trust created by a Founder (either in their lifetime or on death) may at any time be transferred by the Trustees to a Permitted Beneficiary thereunder,

9 3 Where under the provisions of a will of an Adcock Family Member or Phillip Prior or the laws as to intestacy in respect of them, the persons beneficially entitled to any shares, whether immediately or contingently, are Permitted Beneficiaries, the legal personal representatives may transfer any share to Permitted Beneficiaries or to a trustee or trustees to be held on Family Trusts of such deceased Member

10 PRE-EMPTION PROCEDURE

10 1 Subject to Article 9 above the right to transfer shares in the Company or any interest therein shall be subject to the following restrictions

10 1 1 No Member ("**a Transferring Member**") wishing to transfer any shares in the company of whatever class whether by way of sale or otherwise, shall be entitled without first causing the same to be, and the Directors shall not enter the name of any transferee in the Register of Members unless the same has been offered in accordance with the provisions of this Article,

10 1 2 The Transferring Member shall give a notice in writing (a "**Transfer Notice**") to the Company that he wishes to sell and specifying that he is prepared to sell at the Sale Price as determined in accordance with 10 1 3 below Every Transfer Notice shall specify the denoting numbers (if any) and class of shares ("**the Sale Shares**") which the Transferring Member desires to sell or transfer and (if applicable) the name of the person whom it is proposed that the Sale Shares be transferred ("**the Proposed Transferee**"), and shall constitute the Company the agent of the Transferring Member for the sale of such shares at the Sale Price A Transfer Notice shall not be revocable except with the consent of the Directors,

10 1 3 The Sale Price of the Sale Shares shall be

10 1 3 1 in the case of Ordinary Shares the fair value thereof as certified by the Expert who shall act as an expert and not as arbitrator and whose decision shall be final and binding upon the parties and whose costs in so certifying shall be borne as they shall determine, and

10 1 3 2 in the case of Restricted Shares the par value thereof,

10 1 4 Upon the Sale Price being determined ("**the Offer Date**") the Company shall offer the Sale Shares at the Sale Price to all the holders of Ordinary Shares (other than the Transferring Member or any other Member who has at such date served or is deemed to have served a Transfer Notice in respect of his shares) in proportion as nearly as may be to the nominal amount of their existing holdings of shares of that class in the Company ("**the Proportionate Entitlement**") It shall be open to each such Member to specify that he is willing to purchase any shares in excess of his Proportionate Entitlement ("**Excess Shares**") Such offer shall to the extent that the same is not accepted in whole or in part within 30 days of the Offer Date be deemed to be declined After such 30 days have expired the Directors shall allocate the Sale Shares in the following manner

10 1.4 1 to each Member there shall be allocated his Proportionate Entitlement or such lesser number of Sale Shares for which he may have applied,

10 1 4.2 if the number of any Sale Shares which remain unallocated is less than the number of shares for which excess applications have been made, the unallocated shares shall be allocated (as nearly as may be) in the proportions which the applications for Excess Shares bear to one another, and

10 1 4 3 if the number of any Sale Shares which remains unallocated equals or is greater than the number of shares for which excess applications have been made, each Member who has applied for Excess Shares shall be allocated the number of Excess Shares for which he applied,

10 1 4 4 The Directors shall then offer at the Sale Price and on the terms as to completion as are specified in Article 10 1 5 below the remaining balance of the Sale Shares to such other persons as they may think fit (and who is approved by the Founders) and such offer if not accepted within 40 days of the Offer Date shall be deemed to have been declined

10 1 5 If the Company shall within 40 days after the Offer Date of find purchasing Members or third parties in respect of all or any of the Sale Shares ("**Purchasers**") it shall give notice thereof to the Transferring Member which notice shall specify the price for Sale Shares (being the Sale Price) and the

Transferring Member and Purchasers shall be bound to complete the sale and purchase within 7 days of the end of such period of 40 days,

10 1 6 If the Company shall not within the period of 40 days of the Offer Date find Purchasers for all of the Sale Shares or if through no default of the Transferring Member the purchase of any of the Sale Shares is not completed within the time period specified in Article 10 1 5 above the Transferring Member shall be at liberty at any time within 30 days after the expiry of the said 40 days to transfer such of the Sale Shares for which the Company did not find Purchasers or such Sale Shares in respect of which the sale was not completed as aforesaid to any to any person he may wish provided that (unless the transferee is a Permitted Beneficiary of a Family Trust) such sale is completed at the Sale Price or any higher price and that the terms of payment of the purchase price are no more favourable to the purchaser than those rejected by the existing Members

10 1 7 In the event of the Transferring Member failing to carry out the sale of any of the Sale Shares after the expiry of the time limit referred to in Article 10 1 5 above the Directors may authorise some person to execute a transfer of the Sale Shares to the Purchasers and the Company may give a good receipt for the purchase price of such Sale Shares and may register the Purchasers as holders thereof and issue to them certificates for the same whereupon the Purchasers shall become indefeasibly entitled thereto The Transferring Member shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Transferring Member shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Transferring Member but without interest If such certificate shall comprise any shares which such Transferring Member has not become bound to transfer as aforesaid the Company shall issue to the Transferring Member a balance certificate for such shares,

10 1 8 An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance,

10 1 9 Notwithstanding any of the foregoing provisions a Transfer Notice may only be served in respect of a Restricted Share held other than by an Adcock Family Member pursuant to Article 11 4 (Compulsory Transfers)

11 COMPULSORY TRANSFERS

11 1 If a Member or other person entitled to transfer a share at any time attempts to deal with or dispose of the share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such shares or the renunciation or assignment of any right to receive or subscribe for such shares) otherwise than in accordance with the provisions of these Articles he shall

be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such share,

11 2 Save where the proposed transfer or transmission is within Article 9 above ("**a Permitted Transfer**") any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer (and Regulations 29 to 31 of Table A shall be modified accordingly) If a person so becoming entitled shall not have executed Permitted Transfers or given a Transfer Notice in respect of all such shares within six months of the death or bankruptcy, he shall on the date which is six months after the date of death or bankruptcy be deemed to have given a Transfer Notice relating to those shares in respect of which he has still not executed Permitted Transfers or given a Transfer Notice,

11 3 If and whenever any shares held upon a Family Trust cease to be so held (otherwise than in consequence of a Permitted Transfer) the trustees shall forthwith give a Transfer Notice in respect of the Relevant Shares and such shares may not otherwise be transferred, and failure so to give a transfer notice within 28 days of the shares ceasing to be held as aforesaid shall result in a Transfer Notice being deemed immediately to be given in respect of the Relevant Shares "**Relevant Shares**" means and includes (so far as the same remain for the time being held by the trustees) the shares originally transferred to the trustees of a Family Trust and any additional shares issued or transferred to the trustees by virtue of the holding of the Relevant Shares or any of them,

11 4 If any Member (other than an Adcock Family Member)

11 4 1 who is a director of the Company ceases to hold such office,

11 4 2 who is employed by the Company (whether under a contract of service or a contract for services or otherwise) ceases to hold such employment,

(whether by removal, resignation, dismissal or by any other means whatsoever and whether or not the Member has any cause of action arising out of the said cessation) ("**a Termination**") there shall (unless (a) at the time of the Termination the Member remains employed by or a director of the Company or a subsidiary of the Company in a capacity other than that which has so ceased, or (b) the holders of a majority of the Ordinary Shares resolve otherwise, or (c) the Member is retiring at normal retirement age (or early due to ill health)) be deemed to have been served on the date of Termination a Transfer Notice by the Member in respect of all his Shares,

11 5 At any time after a Termination has occurred in respect of a Member under Article 11 4 above in circumstances where such Member retains their Shares in accordance with the provisions of Article 11 4 the holders of a majority in number of the Ordinary Shares may at any time after the date of Termination by written notice in writing (" **a Recall Notice**") give notice to such Member that a Transfer Notice shall nonetheless be deemed to have been served on the date of such Recall Notice,

11 6 If any person deemed to have served a Transfer Notice under the provisions of Article 11 4 above or any person who would be so deemed had he been a holder of Restricted Shares at the date of cessation of the office of director or employment (whichever the case may be) acquires Restricted Shares after the date of any such cessation pursuant to rights or interests conferred upon directors or persons employed such person shall be deemed to have served the Company with a Transfer Notice in respect of the Restricted Shares so acquired on the date of the acquisition of the said shares,

11 7 Where a Transfer Notice in respect of any share is deemed to have been given under any provision of this Article and the circumstances are such that the Directors are unaware of the facts giving rise to the same such Transfer Notice shall be deemed to have been received by the Directors on the date on which the Directors receive actual notice of such facts and the provisions of this Article shall apply accordingly,

11 8 A Transfer Notice given by a Member in circumstances where a Transfer Notice has been deemed or would otherwise have been deemed to have been given by such Member shall be of no effect to the extent that the deemed Transfer Notice shall apply.

12 SHARE TRANSFERS: MISCELLANEOUS

12 1 No share shall be transferred to any infant, bankrupt or person of unsound mind

12 2 The provisions of these Articles may be waived in whole or in part in any particular case with the prior written consent of all the Members

13 PROCEEDINGS AT GENERAL MEETINGS

13 1 Regulation 40 shall apply to the Company but with the addition of the words "at the time when the meeting proceeds to business" at the end of the first sentence thereof

13 2 If within half an hour from the time appointed for a general meeting, a quorum is not present, or if during a meeting a quorum ceases to be present the meeting, if convened upon the requisition of Members, shall be dissolved, in any other case, it shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting, the meeting shall be dissolved Regulation 41 shall not apply to the Company

13 3 A poll may be demanded at any general meeting by the Chairman or by any Member present in person or by proxy and entitled to vote Regulation 46 shall be modified accordingly

14. VOTES OF MEMBERS

14 1 On a show of hands every holder of Ordinary Shares and Restricted Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy (unless the proxy, in either case, or the representative is himself a Member entitled to vote) shall have one vote and on a poll every holder of

Ordinary Shares who is present in person or by proxy or by a representative shall have one vote for every share in the capital of the Company of which he is the holder

15 NUMBER OF DIRECTORS

15 1 The minimum number of Directors is one and, unless otherwise determined by ordinary resolution, the number of Directors is not subject to a maximum A sole Director may exercise all the powers and discretions given to the Directors by these Articles and the Act Regulation 64 shall not apply

16 ALTERNATE DIRECTORS

16 1 Any Director (other than an alternate director) may appoint any other Director, or any other person who is willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him Regulation 65 shall not apply

16 2 An alternate Director shall cease to be an alternate Director if his appointor ceases for any reason to be a Director Regulation 67 shall not apply.

17 APPOINTMENT AND RETIREMENT OF DIRECTORS

17 1 The Directors shall not be subject to retirement by rotation and accordingly

17 1 1 The last sentence of Regulation 84 shall not apply to the Company,

17 1 2 Regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which any additional directors are to retire"

18 DISQUALIFICATION AND REMOVAL OF DIRECTORS

18 1 The office of a Director shall be vacated

18 1 1 if he ceases to be a Director by virtue of any provision of the Act or of these Articles or of any resolution passed pursuant to any such provision,

18 1.2 if he becomes bankrupt or enters into any arrangement or composition with his creditors generally,

18 1 3 if he becomes prohibited by law from being a Director,

18 1 4 if he resigns his office by notice in writing to the Company delivered to the Company at its registered office or tendered at a meeting of the directors,

18 1 5 if he fails to attend three successive Board meetings despite a notice being given to him prior to the third meeting that the provisions of this Article might apply and all the other Directors resolve (the Director concerned and, in his capacity as such, any alternate appointed by him being excluded from voting) that his office should be vacated,

18 1 6 if in the opinion of all the other Directors (excluding alternate Directors who are not also Directors in their own right) he either becomes incapable by reason of mental disorder of carrying out his duties as a Director or engages in activities inconsistent with those duties,

and Regulation 81 shall not apply to the Company

19. DIRECTORS' REMUNERATION AND EXPENSES

19 1 The Directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by the Company in general meeting Such remuneration shall be deemed to accrue from day to day An alternate Director may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the Company from time to time direct The Directors (including alternate Directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties The end of the first sentence of Regulation 66 shall be modified accordingly and Regulations 82 and 83 shall not apply to the Company

19 2 Any Director who, by request, performs special services or goes or resides abroad for any purposes of the Company or who otherwise performs services which, in the opinion of the Board, are outside the scope of the ordinary duties of a Director shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses

20. DIRECTORS' APPOINTMENTS AND INTERESTS

20 1 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office

20.1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is in any way interested,

20 1 2 may 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 in any way interested,

20 1 3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested,

20 1 4 shall not, by reason of his office, be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body

corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and

20 2 For the purposes of these Articles

20 2 1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,

20 2 2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and

20 2 3 an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force when this Article becomes binding on the Company), connected with a Director shall be treated as an interest of the Director and, in relation to an alternate Director, an interest of his appointor shall be treated as an interest of the alternate Director without prejudice to any interest which the alternate Director has otherwise Regulations 85 and 86 shall not apply to the Company

21 PROCEEDINGS OF DIRECTORS

21 1 A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting Regulations 94 to 97 inclusive shall not apply

21 2 The quorum for the transaction of the business of the Directors is two except when there is only one Director An alternate Director, if his appointor is not present, is counted in the quorum If he is also a Director, he is treated as two Directors but at least one other Director must be present to constitute a quorum When there is only one Director, he may exercise all the powers conferred on Directors by these Articles Regulation 89 shall not apply

21 3 A Director may participate in a meeting of the Directors or of a committee of which he is a member by conference telephone or similar communications equipment by means of which all the persons participating in the meeting can hear each other at the same time Participation in a meeting in this manner is treated as presence in person at the meeting

21 4 Regulation 88 is amended

21 4 1 by replacing "It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom " with

"A Director who is or is intending to be absent from the United Kingdom may request that notice of meetings be given to him at an address provided by him for that purpose Notices of meetings of the Directors shall be sent to him at that address but, if he does not provide an address, it shall not be necessary to give notice of meetings to him while he is absent from the United Kingdom The notice calling a meeting of the directors need not be in writing, and

21 4 2 by deleting the last sentence

22 THE SEAL

22 1 If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director The obligation under Regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal Regulation 101 shall not apply to the Company

22 2 The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the Directors

23 COMMUNICATION BY MEANS OF A WEBSITE

23 1 Subject to the provisions of the Companies Act 2006, a document or information may be sent or supplied by the Company to a person by being made available on a website

24 INDEMNITY

24 1 For the purposes of this Article

(a) a "**Liability**" is any liability incurred by a director in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office or any liability incurred by an auditor in connection with any negligence, default, breach of duty or breach of trust by him in relation to the company occurring in the course of the audit of accounts,

(b) "**Associated Company**" shall bear the meaning referred to in section 256 of the Companies Act 2006,

24 2 Subject to the provisions of the Companies Act 2006 and without prejudice to any protection from liability which may otherwise arise

(a) the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability, and

(b) every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability