

CORPORATE MOSAIC LIMITED

(the "Company")

Pursuant to a General Meeting held on 10 February 2010 the following resolution was unanimously passed by all the members of the above named Company entitled to attend and vote at General Meeting

SPECIAL RESOLUTION

That new Articles of Association as set out in the draft document annexed hereto and signed by way of identification by the Company Secretary be adopted as the Articles of Association of the Company with effect from 10 February 2010 to the exclusion of all previous Articles of Association

Signed as a true reflection of events

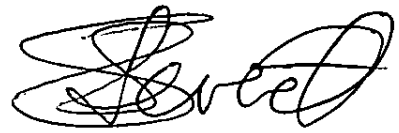


Chairman

TUESDAY



A15 23/02/2010 65
COMPANIES HOUSE



DIRECTOR & COMPANY SECRETARY

NEW ARTICLES OF ASSOCIATION OF
CORPORATE MOSAIC LIMITED

(adopted by Special Resolution on 10 February 2010)



COMPANIES HOUSE

1. PRELIMINARY

- 1.1 The liability of the members is limited to the amount, if any, unpaid on the shares held by them.
- 1.2 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles (Table A) apply to the Company except in so far as they are excluded or varied by these articles. References herein to Table A are references to the said Table A.
- 1.3 These Articles and those regulations incorporated herein shall take effect subject to the requirements of the Companies Acts 1985 and 2006 (as modified and re-enacted from time to time) (the "**1985 Act**" and the "**2006 Act**" respectively) and of every other act for the time being in force affecting the Company (the "**Statutes**").
- 1.4 The Company is a private company and no shares or debentures of the Company may be offered to the public
- 1.5 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits

2. SHARE CAPITAL

The share capital of the Company as at the date of adoption of these Articles is £198,498 divided into 198,498 Ordinary Shares of £1.00 each, (the "**Ordinary Shares**")

3. ISSUE OF SECURITIES

- 3.1 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the 1985 Act, at any time or times during the period of five years from the date of incorporation, to allot, or to grant any right to subscribe for or to convert any security into, all or any of the unissued shares in the share capital of the Company at such date
- 3.2 At the expiry of such period of five years, the authority contained in Article 3.1 shall expire but such authority shall allow the Company to make an offer

or agreement before the expiry of such authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted after the expiry of such authority and shall allow the Directors to allot shares and grant rights pursuant to any such offer or agreement as if such authority had not expired

- 3 3 Section 89 of the 1985 Act (which regulates the power to allot equity securities, as defined in Section 94 of the 1985 Act) is excluded.
- 3 4 Unless otherwise determined by special resolution no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned, to another person and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person
- 3 5 No Shares shall be allotted to any employee, Director, prospective employee or director unless such person has entered into a joint election with the Company under section 431 of the Income Tax (Earnings and Pensions) Act 2003 ("**Section 431 Election**")

4. LIEN AND CALLS ON SHARES

In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be deemed to be deleted

5. TRANSFER OF SHARES INTER VIVOS

- 5 1 No shareholder (or person entitled to shares in consequence of the death of a shareholder) (the "**Proposing Transferor**") shall at any time transfer any of his shares (or create or dispose of any interest in or over any of the shares held by him).
- 5 1 1 without the consent in writing of all other shareholders of the Company (the "**Other Shareholders**"), or
- 5 1 2 other than in accordance with this Article 5 (unless the Proposing Transferor is Peter Neil Atkin, in which case the provisions of Article 5 shall not apply)
- 5.2 Except in the case of a transfer of shares specifically authorised under Article 5.1.1 no Proposing Transferor shall be entitled to dispose of any interest in his shares in the Company without first offering the same for transfer to the

Other Shareholders (whether or not the Other Shareholders hold shares of the same class) in the proportions in which they hold such shares. Such offer may be in respect of all or part only of the shares held and shall be made by the Proposing Transferor by notice in writing to the Company (a "**Transfer Notice**") setting out

5.2.1 the class and number of shares to which it relates ("**Offered Shares**"),

5.2.2 if any person has expressed an interest in acquiring the Offered Shares, the identity of that person,

5.2.3 any other terms ("**Offer Terms**") on which the Proposed Transferor proposes to transfer the Offered Shares, and

5.2.4 a condition, if the Proposing Transferor wishes to impose it, that unless all or a specified minimum number of the Offered Shares are taken up by Other Shareholders when offered to them in accordance with this Article 5, then none of the Offered Shares shall be transferred to Other Shareholders under this Article 5 ("**Minimum Transfer Condition**")

5.3 The Transfer Notice shall constitute the Company as the agent of the Proposing Transferor for the transfer of each of the Offered Shares, free of all encumbrances and with all rights attached to them, in accordance with this Article 5.

5.4 The price for the Offered Shares (the "**Price**") shall be

5.4.1 agreed in writing between the Proposing Transferor and the Directors within two weeks from the date on which the Transfer Notice was given (or the Deemed Transfer Notice was deemed to have been given under Article 6) and shall represent the fair value of the Offered Shares, or be acceptable to the Proposing Transferor and not represent more than the fair value thereof, or

5.4.2 if not agreed in accordance with Article 5.4.1, the Directors shall forthwith request an Independent Valuer (as defined below) to determine the price in accordance with Article 5.5.

- 5.5 An Independent Valuer shall certify in writing to the Company the price per share considered by them to be the fair value thereof as between a willing vendor and a willing purchaser as at that date on which the Transfer Notice was given (or the Deemed Transfer Notice was deemed to have been given under Article 6) and the price per share so determined and certified shall be the price of each of the Offered Shares. For such purposes each share in the Company shall be deemed to have a value equal to such fraction of the value of the whole of the issued share capital of the Company as the nominal amount of such share represents a fraction of the nominal amount of the whole of the issued share capital of the Company and, if the Company is then carrying on business as a going concern it shall be assumed that it will continue to do so. The Company and the Directors shall render all such assistance and provide all such documentation and other information to the Independent Valuer as may be necessary and the Company shall use its best endeavours to procure that the Independent Valuer shall issue a certificate of the value as soon as reasonably possible. The Independent Valuer shall act at the cost and expense of the Company as experts and not as arbitrators and, save in the case of manifest error, their decision shall be final.
- 5.6 For the purposes of these Articles "**Independent Valuer**" means an independent chartered accountant agreed between the Proposing Transferor, the Other Shareholders and the Directors failing which he shall be nominated by the President for the time being of the Institute of Chartered Accountants.
- 5.7 Upon receipt by the Company of the Transfer Notice and on the fixing of the Price the Directors shall forthwith give notice to all the Other Shareholders containing an offer ("**Offer**") of the Offered Shares on the Offered Terms and the Price and the basis on which the Price was fixed, and the Minimum Transfer Condition (if specified in the Transfer Notice), inviting each of the Other Shareholders to state by notice in writing to the Company within 21 days ("**Offer Period**") whether he is willing to purchase any and, if so, what maximum number of the Offered Shares on the Offered Terms and Price.
- 5.8 In the event that the Price is fixed by agreement between the Proposing Transferor and Directors under Article 5.4.1 any one or more of the Other Shareholders may, by notice in writing to the Company given within seven days of receipt of the Offer, request that the Offered Shares be valued by an Independent Valuer in accordance with Article 5.5. Following such valuation, this revised price ("**Revised Price**") shall be substituted into the Offer and

notified by the Company to all of the Other Shareholders and the Offer Period shall begin on the date of receipt of the notification of the Revised Price by the Other Shareholders.

- 5 9 At the expiration of the Offer Period (as extended pursuant to article 5 8), if no Minimum Transfer Condition was included in the Transfer Notice or, if a Minimum Transfer Condition was included and the Company receives acceptances for the Offered Shares of at least the equivalent of the Minimum Transfer Condition, the Directors shall allocate the Offered Shares to or amongst such of the Other Shareholders as shall have expressed their willingness to purchase (the "**Accepting Shareholders**"), and such allocation shall be made so far as practicable pro rata according to the nominal amount of the share capital (whether or not of the same class) held by each Accepting Shareholder but, in the case of each of the Accepting Shareholders, shall not exceed the number of the Offered Shares which such Accepting Shareholder shall have expressed his willingness to purchase
- 5 10 Upon such allocation being made, the Accepting Shareholders to or amongst whom such allocation shall have been made shall be bound to pay the Price (or the Revised Price if applicable) for, and to accept a transfer of the shares so allocated to them respectively and the Proposing Transferor shall be bound upon payment of the Price to transfer such shares to the respective purchasers
- 5 11 If the Company has not received acceptance in respect of all of the Offered Shares, Article 5 14 shall apply to those Offered Shares for which acceptances have not been received
- 5.12 If in any case the Proposing Transferor, after having become bound to transfer shares by virtue of Article 5, makes default in so doing the Company may receive payment of the Price (or Revised Price if applicable) and the Directors may appoint some person to execute instruments of transfer of such shares in favour of the Accepting Shareholders and shall thereupon cause the names of the Accepting Shareholders to be entered in the Register of Members of the Company as the holders of the shares and shall hold payment of the Price (or the Revised Price if applicable) in trust for the Proposing Transferor. The receipt of the Company therefore shall be a good discharge to the Accepting Shareholder, and after their names shall have been entered in the Register of Members of the Company in exercise of the aforesaid power

the validity of the transactions shall not be questioned by any person. The Proposing Transferor shall in such case be bound to deliver up his certificate for the sale shares to the Company whereupon the Proposing Transferor shall be entitled to receive payment of the Price (or Revised Price if applicable) which shall in the meantime be held by the Company on trust for the Proposing Transferor but without interest. If such certificate shall comprise any shares which the Proposing Transferor has not become bound to transfer as aforesaid the Company shall issue to the Proposing Transferor a balance certificate for such shares.

5.13 If a Minimum Transfer Condition is included in the Transfer Notice and the Company does not receive acceptances for the specified minimum number of the Offered Shares within the Offer Period (as extended pursuant to Article 5.8)

5.13.1 it shall, forthwith so inform the Proposing Transferor and all persons who purported to accept the Offer, and

5.13.2 Article 5.14 shall apply to all the Offered Shares, save that

(a) no Offered Share shall be transferred to any of the Other Shareholders pursuant to Article 5.14 unless each of the Other Shareholders who purported to accept the Offer is given the opportunity to have transferred to him the Offered Shares he applied for in response to the Offer on the Offer Terms and Price (or Revised Price if applicable); and

(b) no share may be transferred under Article 5.14 unless the minimum number of Offered Shares specified in the Minimum Transfer Condition are so transferred

5.14 The Proposing Transferor may transfer, to any person named in the Transfer Notice as having expressed an interest in acquiring the Offered Shares, any Offered Share to which this Article 5.14 applies provided that:

5.14.1 the entire legal and beneficial interest in each of the Offered Shares is transferred,

5.14.2 the Offered Shares are not transferred to any person who is directly or indirectly interested in carrying on any business which competes with the Company at the time of such transfer or allotment,

- 5 14.3 the purchase price is not less than the Price or, if the Revised Price of the Offered Shares has been determined, such Revised Price and in either case is not subject to any rebate, allowance or deduction whatever;
- 5 14.4 the other terms of sale to the transferee are not more favourable than the Offer Terms,
- 5.14 5 there are no collateral agreements which make the arrangement more favourable to the transferee,
- 5.14 6 the transfer takes place within fifty-six days after the date on which the Offer Period ends; and
- 5 14 7 the Proposing Transferor and the transferee shall each provide to the Directors, at his own expense, any information and evidence requested in writing by the Directors for the purpose of determining whether the transfer to the transferee complies with the terms of this Article 5 14.
- 5 15 The restrictions on transfer contained in this Article shall apply to all transfers or transmissions operating by law or otherwise
- 5 16 The Company shall not register any transfer made in breach of Article 5 and the shares comprised in any transfer so made shall carry no rights whatsoever unless and until, in each case, the breach is rectified.

6. DEEMED TRANSFER NOTICES

- 6 1 A Transfer Notice shall be deemed (a "**Deemed Transfer Notice**") to have been served on the Company (except where either (i) the Shareholder is Peter Neil Atkin, in which case the provisions of Article 6 shall not apply, or (ii) the Shareholder is a Leaver in respect of which Shareholders of 51% or more exercise discretion to disapply Articles 6)
- 6 1 1 when a shareholder, or other person entitled to transfer a share, at any time attempts to deal with or dispose of a share or any interest therein other than in accordance with Article 5, and the Deemed Transfer Notice shall be deemed immediately prior to such attempt in respect of such shares,

- 6 1 2 in the event of the death of a shareholder, his personal representatives, if they have not already served a Transfer Notice, shall be deemed to have served a Deemed Transfer Notice in respect of all of the shares held by him on the one year anniversary of his death (or upon the grant of probate, where later);
 - 6 1 3 in the event of the bankruptcy of a shareholder occurring at any time, and his trustee in bankruptcy shall be deemed to have served the Deemed Transfer Notice in respect of all shares held by him on the date he was adjudged or declared bankrupt;
 - 6 1 4 subject to Article 6 1.2, where a shareholder is a Leaver (as defined in Article 6 4) and he shall be deemed to have served a Deemed Transfer Notice in respect of all of his shares on the date of him ceasing to be an employee or director of the Company, and
 - 6 1 5 where a shareholder commits an Event of Default in which case the price payable shall be based on the net asset value of the Company in the last prepared statutory accounts (such amount to be determined by the Independent Valuer if not agreed between the parties), based on the pro rata value of the shares of the shareholder to the Company's paid up share capital then in issue
- 6.2 A Deemed Transfer Notice shall be irrevocable
- 6.3 All the provisions of Article 5 shall apply mutatis mutandis to a Deemed Transfer Notice
- 6.4 For the purposes of this Article 6 a "**Leaver**" is an individual who ceases **to be** an employee and/or director for any reason
- 6 5 The occurrence of any of the following events in respect of a shareholder shall be an Event of Default:
- 6 5 1 he at any time engages in activities which are likely to be in competition with the activities of the Company;
 - 6.5 2 he is in material breach of any of the terms of the Shareholders' Agreement or these Articles which has not been rectified within 7 days of notice being served upon him by any shareholder not in breach; or

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6 5 3 if, being a director, he is removed from his office in accordance with these Articles in a circumstance defined in Article 13 (other than Article 13 1 3).

7. DRAG ALONG

7.1 In these articles a Qualifying Offer shall mean an offer in writing by or on behalf of any person ("Offeror") to the holders of the entire equity share capital in the Company to acquire all their equity share capital

7 2 If the holders of not less than 51% in nominal value of the equity share capital then in issue wish to accept the Qualifying Offer (the "Accepting Shareholders"), then the provisions of this article shall apply

7.3 The Accepting Shareholders shall give written notice to the remaining holders of the equity share capital ("Other Shareholders") of their wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholders

7 4 If any Other Shareholder shall not, within five Business Days of being required to do so, execute and deliver transfers in respect of the equity shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then any Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person

7 5 Upon any person, following the issue of a notice pursuant to article 7 3 becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company ("New Member"), a notice shall be deemed to have been served upon the New Member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Offeror or as the Offeror may

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direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the New Member

8. TRANSFER – GENERAL

8 1 The Directors shall refuse to register a proposed transfer not made pursuant to or permitted by Articles 5 and 6.

8.2 The Directors may refuse to register a transfer if the transfer is to an employee, officer, Director or prospective employee, officer or director and that person has not entered into a Section 431 Election with the Company

8 3 The Directors shall not refuse to register any transfer of a share which is permitted under these Articles, but the Directors may, in their absolute and uncontrolled discretion and without assigning any reason therefor, refuse to register any transfer of a share whether or not it is a fully paid share if it is a transfer of a share

8 3.1 on which the Company has a lien, and

8.3.2 (not being a fully paid share) to a person of whom they shall not approve

The first sentence of Regulation 24 of Table A shall not apply

8 4 For the purpose of ensuring that a particular transfer of shares is permitted hereunder the Directors may require 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. Failing such information or evidence being furnished to the satisfaction of the Directors (acting reasonably) within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question

8 5 No share shall be issued or transferred to any infant, bankrupt or a person of unsound mind

8.6 Regulation 24 of Table A shall be amended accordingly.

9. NOTICE OF GENERAL MEETINGS

The Company shall give notice of all general meetings of the Company to each shareholder whether or not that shareholder has given to the Company an address within the United Kingdom at which notices may be given to him and Regulation 112 of Table A shall be modified accordingly

10. VOTE OF SHAREHOLDERS

A resolution in writing signed or approved by letter, facsimile transmission, email or any other comparable means of electronic communication by all the shareholders of the Company who would be entitled to vote upon it if it had been duly proposed at a general meeting or at a meeting of any class of shareholders of the Company, or by their duly appointed attorneys, shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting of the Company (as the case may be) duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the shareholders or their attorneys (or, in the case of a shareholder which is a body corporate, by a Director thereof or by a duly appointed representative)

11. PROCEEDINGS AT GENERAL MEETINGS

Any shareholder enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone, video conference or web cast) which allows all the other shareholders present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times all other shareholders present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum

12. DIRECTORS

12.1 The Directors shall, unless otherwise determined by an ordinary resolution of the Company, be not more than two in number. Regulation 64 of Table A shall not apply to the Company

12.2 The Directors shall not be required to retire by rotation.

- 12 3 The third sentence in Regulation 88 of Table A shall be deleted and the following shall be substituted therefore

"Notices of meetings of the Directors shall be given to all Directors and to any alternate Directors appointed by them whether or not they are within the United Kingdom "

13. DISQUALIFICATION AND REMOVAL OF DIRECTORS

- 13 1 The office of Director shall be vacated if any Director

13.1.1 has an order made in respect of him under Section 252 Insolvency Act 1986 or has a petition presented in respect of him under Section 264 of that Act or if he makes any arrangements or composition with his creditors generally,

13.1.2 becomes prohibited from being a Director by reason of any order made under Section 16 Company Directors Disqualification Act 1986 or under any other statute,

13 1 3 in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as a Director,

13.1.4 resigns his office by written notice to the Company,

13.1.5 shall for more than six months have been absent without the permission of the Directors from the meetings of the Directors held during that period and the Directors resolve that his office shall be vacated; or

13.1.6 is given notice of removal by shareholders holding 51% or more of the issued share capital.

14. POWERS AND DUTIES OF DIRECTORS

- 14 1 The Directors may procure the establishment and maintenance of or participate in, or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement or other retirement benefits scheme or life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or shall have been at any time Directors or other officers or in the employment or service

of the Company or of any Company which is or was a subsidiary of or associated with the Company or of the predecessors in business of the Company or of any such subsidiary or associated company or of any holding company of any such other company as aforesaid or the wives, widows, families, relatives or dependants of any such persons

- 14 2 Regulation 87 of Table A shall not apply
- 14 3 Without prejudice to any other of their powers, the Directors may exercise any of the powers conferred by Section 719 of the 1985 Act to make, for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, provision in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary, notwithstanding that the exercise of any of such powers may not be in the best interest of the Company.
- 14 4 The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid or its numbers, and make payments for or towards the insurance of any such persons as aforesaid and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.
- 14 5 The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company
- 14 6 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party
- 14 7 The Directors may exercise all the power of the Company to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the

performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):

- 14.7.1 any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business, and
 - 14.7.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law, and
 - 14.7.3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities
- 14.8 The Directors may exercise the voting power conferred by shares in any other company held or owned by the Company in such manner in all respects as they think fit including the exercise thereof in favour of any resolution appointing them or any of their number as directors or officers of such other company or providing for the payment of remuneration to the directors or officers of such other company and a Director may vote in favour of the exercise of such voting rights in the manner aforesaid notwithstanding that he may be or be about to become a director or officer of such other company and as such or in any other manner is or may be interested in the exercise of such voting rights as aforesaid

15. PROCEEDINGS OF DIRECTORS

- 15.1 A Director who is in any way directly or indirectly interested in any contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Sections 177 and 182 of the 2006 Act. Subject to such disclosure, a Director may vote as a Director on any resolution concerning any matter in which he has, directly or indirectly, an interest or

duty and, if he shall so vote, he shall be reckoned in estimating a quorum when any such resolution or matter is under consideration. Regulations 94 to 96 of Table A shall not apply

15.2 A Resolution in writing signed or approved by cable, telegram, telex, letter, facsimile transmission, email or any other comparable means of communication by all the Directors or by all the shareholders of a Committee for the time being

15 2 1 may consist of several documents in the like form each signed by one or more of the said Directors or the said shareholders of such Committee,

15 2 2 shall be as valid and effectual as if it has been passed at a Meeting of the Directors or of such Committee (as the case may be) duly called and constituted

For the purposes of this Article 15 2 the signature or approval of an alternate Director (if any) shall suffice in place of the signature of the Director appointing him. Regulation 93 of Table A shall not apply

15 3 Questions arising at any meeting of the Directors or of any Committee of the Directors shall be decided by a majority of votes

15 4 Any Director enabled to participate in the proceedings of a meeting by means of a communication device (including a telephone, video conference or web cast) which allows all the other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) to hear at all times all other Directors present at such meeting (whether in person or by alternate or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.

16. EXECUTIVE DIRECTORS

16 1 The Directors may from time to time appoint one or more of their body to hold any executive office in the Company, including, inter alia, the offices of Chairman, Vice Chairman and/or Managing Director, for such period and on such terms as they think fit, and (without prejudice to any claim for damages for breach of any agreement between any such person and the Company) may revoke such appointment

- 16.2 Any Director holding executive office in the Company shall receive such remuneration whether by way of salary, commission or participation in profits (or partly in one way and partly in another) as the Directors may determine
- 16.3 The Directors may entrust to and confer upon any Director holding executive office in the Company and of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers

17. ASSOCIATE, SPECIAL AND LOCAL DIRECTORS

The Directors may from time to time appoint one or more persons to the office of Associate, Special or Local Director as they may decide. The tenure of office, scope of duties and remuneration of an Associate, Special or Local Director shall be determined from time to time by the Directors. The Directors may also from time to time (without prejudice to any claim for damages for breach of any agreement between any Associate, Special or Local Director and the Company) remove him from office and, if thought fit, appoint another in his place. An Associate, Special or Local Director shall not be deemed to be a Director of the Company and no Associate, Special or Local Director shall be entitled to be present at any meeting of the Directors unless the Directors shall require his presence and he shall not accordingly be entitled to be present at any meeting of the Directors unless the Directors shall require his presence and he shall not accordingly be counted in the quorum therefore or be entitled to vote thereat.

18. CAPITALISATION

Regulation 110 of Table A shall be read and construed as if the words "special resolution" were substituted for the words "ordinary resolution" in the first line thereof.

19. SEAL

The Directors shall provide for the safe custody of any Seal and of any official Seal for use abroad pursuant to the Statutes, and such Seals shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf and every instrument to which such Seal shall be affixed or which shall be executed in accordance with Section 44 of the Act shall be signed by a Director and shall be countersigned by the

Secretary or by a second Director or by some other person appointed by the Directors for the purpose Regulation 101 of Table A shall not apply

20. INDEMNITY

- 20 1 Subject to the provisions of the Statutes, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply.
- 20 2 The Company may buy and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company, or in relation to its affairs

21. DATA PROTECTION

- 21 1 Each of the Shareholders and Directors (from time to time) consents to the processing of their personal data by the Company, its shareholders and directors (each a "**Recipient**") for due diligence exercises, compliance with applicable laws, regulations and procedures and the exchange of information amongst themselves. A Recipient may process such personal data either electronically or manually
- 21.2 The personal data that may be processed for such purposes under this Article 21 shall include any information which may have a bearing on the prudence or commercial merits of investing, or disposing of any shares (or other investment or security) in the Company. Other than as required by law, court order or any regulated authority, that personal data shall not be disclosed by a Recipient or any other person, except to
- 21 2 1 its Parent Undertaking;
- 21 2 2 to Subsidiary Undertakings of that Parent Undertaking ("**Recipient Group Companies**"),
- 21 2 3 to employees, directors and professional advisors of that Recipient or the Recipient Group Companies, and

21.2.4 to funds managed by any of the Recipient Group Companies

- 21.3 Each of the Shareholders and Directors (from time to time) consents to the transfer of such personal data to persons acting on behalf of any Recipient and to the offices of any Recipient, both within and outside the European Economic Area, for the purposes stated above, where is it necessary or desirable to do so