

Company Number: 04417743

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

SYBERMEDICA LIMITED

SATURDAY



pursuant to Chapter 2 of Part 13 of the Companies Act 2006

(Circulated on: 24 August 2011 (the "**Circulation Date**"))

The Sole Director of the Company proposes that the resolution below is passed as a special resolution of the Company (the "**Resolution**").

SPECIAL RESOLUTION

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.

We being the Members of the Company entitled to vote on the above Resolution on the Circulation Date, hereby irrevocably agree to the Resolution

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

Signed by or on behalf of the Members of the Company:

STEPHEN GATELY

25/08/2011
DATE

IAN BOSTON

25/08/2011
DATE

Company No 04417743

COMPANIES ACT 2006
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

SYBERMEDICA LIMITED

(Adopted by Written Resolution passed on 25 August 2011)

1 PRELIMINARY

1 1 In these Articles

"**the Act**" means the Companies Act 2006

"**Articles**" means the Company's articles of association for the time being in force

"**Board**" means the board of directors of the Company and "**Director**" means any of them

"**Encumbrance**" includes any interest or equity of any person (including, without prejudice to the generality of the foregoing, any right to acquire, option or right of pre-emption) or any mortgage, pledge, lien or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature over or in the relevant property,

"**Shares**" means Ordinary Shares of £0.01 each in the capital of the Company and "**Shareholder**" shall mean any registered holder of any Share

1 2 In these Articles, any reference to a provision of the Companies Act 2006 shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force

2 MODEL ARTICLES

2 1 The model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No 3229) (the "Model Articles**") in force as at the date of adoption of these Articles shall apply to the Company save in so far as they are excluded or modified by or are inconsistent with these Articles and such Model Articles (save as so excluded or modified or inconsistent) and the articles set out below shall be the Articles of Association of the Company**

2 2 Model Articles 11(2), 14(1) – (4), 27(2), 28(3), 38, 52 and 53 do not apply to the Company

2 3 The objects of the Company are unlimited

3 SHARES

3 1 The liability of the holders of any Shares shall be limited to the amount (if any) unpaid on the Shares held by them

3 2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act does not apply to an allotment of equity securities made by the Company

3 3 Except with the prior written approval of the holders of a majority of the issued Shares of the Company, or with the approval of the members of the Company given by ordinary resolution direct otherwise, all shares shall, before they are issued, be offered to the existing holders of Shares in proportion, as nearly as may be practicable, to the number of existing Shares held by them respectively. Such offer shall be made by notice in writing to each such holder specifying the number of 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 Shares offered to him. If within such period, such holders have expressed their willingness to accept all or any of the Shares offered to them, such Shares shall be so issued to them accordingly.

Any Shares not taken up pursuant to such offer as aforesaid and any Share released from the provisions of this Article with any such written consent 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 Shareholders.

4 TRANSFERS OF SHARES

4 1 No Shareholder shall dispose of any interest in or create any Encumbrance over any of that Shareholder's Shares except

(a) by a transfer of the entire legal and beneficial interest therein, and

(b) to a transferee as permitted by the Articles

4 2 The Company shall not register any transfer made in breach of Articles 5 to 8 below inclusive, and the Shares comprised in any transfer so made shall carry no rights whatsoever unless and until, in each case, the breach is rectified.

5 PRE-EMPTION PROCEDURE

The right to transfer any Shares 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) shall be subject to the following restrictions

- 5 1 No Shareholder (a "**Transferring Shareholder**") wishing to transfer any Shares whether by way of sale or otherwise, shall be entitled to transfer those Shares without first causing the same to be offered to the Company and the other Shareholders in accordance with the provisions of this Article 5, and the Directors shall not enter the name of any transferee in the register of members of the Company in respect of any Shares unless the same have been so offered
- 5 2 In order to ascertain whether the Company or any other Shareholders are willing to purchase the Shares the Transferring Shareholder shall give a notice in writing in respect of the Shares held by such Shareholder (a "**Transfer Notice**") to the Company that it wishes to sell and specifying that it is prepared to sell at the Sale Price (as determined in accordance with Article 5 3 below) Every Transfer Notice shall specify the number of Shares (the "**Sale Shares**") which the Transferring Shareholder desires to sell and (if applicable) the name of the person whom it is proposed that the Sale Shares be transferred (the "**Proposed Transferee**") and the price per Share offered by the Proposed Transferee (the "**Offer Price**"), and shall constitute the Company the agent of the Transferring Shareholder for the sale of such Shares to the Company and/or the other Shareholders and/or third parties at the Sale Price A Transfer Notice may contain a provision that unless all Shares comprised therein are sold by or to the Company pursuant to this clause none shall be so sold (a "**Total Sale Condition**") and any such provision shall be binding on the Company A Transfer Notice shall not be revocable except with the consent of the Directors
- 5 3 The sale price of the Sale Shares (the "**Sale Price**") shall be the Offer Price or if none was specified in the Transfer Notice shall be determined by agreement between the Transferring Shareholder and the Company (or, if the Transfer Notice was deemed to be given, shall be determined in accordance with this Article) In default of agreement thereon within 30 days the Sale Price of the Sale Shares shall be the fair value thereof as certified by the auditors of the Company who shall act as an experts and not as arbitrators and whose decision shall be final and binding upon the parties and whose costs in so certifying shall be borne as they shall determine In determining the fair value the auditors of the Company shall not apply any discount by virtue of the Sale Shares representing a minority interest
- 5 4 Upon the Sale Price being determined the Company shall procure that the Transferring Shareholder is notified of the fact and terms of such determination The Transferring Shareholder may within fourteen days of receipt of notice of determination of the Sale Price, withdraw its Transfer Notice If such Transfer Notice is not withdrawn within that fourteen day period then the Company shall have fourteen days from the date on which the said fourteen day withdrawal period expires (such expiry date being the "**Offer Date**") to confirm in writing whether it wishes to repurchase all or some only of the Sale Shares and, if so, the number thereof (the "**Repurchase Shares**") and to confirm that (subject only to receipt of Shareholders' approval) it can lawfully repurchase the Sale Shares in accordance with the Act

- 5 5 If the Company elects to purchase the Repurchase Shares as set out in Article 5 4 above (and can lawfully do so in accordance with the Act) then completion of the sale and purchase of the Repurchase Shares shall be pursuant to a contract for sale being entered into between the Company and the Transferring Shareholder (which the Company may sign as agent for the Transferring Shareholder under Article 5 2 above) in a form reasonably required by the Directors, which contract shall include (but shall not be limited to) the following terms and conditions
- (a) the Sale Price,
 - (b) a warranty from the Transferring Shareholder that the Repurchase Shares are transferred with full title guarantee and are free from any Encumbrances, and
 - (c) the completion date which shall be no later than 5 days after the contract is signed on behalf of the Company
- 5 6 In addition to the provisions set out in Articles 5 5 (a) to 5 5 (c) above, where the Sale Price is to be paid out of the capital of the Company the contract for the purchase by the Company of the Repurchase Shares shall be conditional upon none of either
- (a) the Company's creditors, or
 - (b) any Shareholder of the Company (other than the Transferring Shareholder or any Shareholder who consented to or voted in favour of the resolution),
- applying to the court for cancellation of the resolution of the Shareholders approving the repurchase within 35 days of the passing thereof (a "**Court Application**")
- 5 7 The provisions of Article 5 8 below shall apply where
- (a) the Company has not confirmed its intention and ability to repurchase all or some only of the Sale Shares within 14 days of the Offer Date, or
 - (b) the Company wishes to purchase some only of the Sale Shares, or
 - (c) the Company does not obtain the approval of its Shareholders to acquire the Repurchase Shares within 35 days of the Offer Date, or
 - (d) where the payment for the Repurchase Shares is to be made out of capital and a Court Application is made
- 5 8 Where any of the circumstances set out in Article 5 7 above applies then the Company shall offer the Sale Shares (or the balance of any Sale Shares not being repurchased by the Company) at the Sale Price to all the Shareholders (other than the Transferring Shareholder or any other Shareholder who has at such date served or is deemed to have served a Transfer Notice in respect of its shares) as follows

- (a) to each Shareholder in proportion as nearly as may be to the proportion which their existing shareholding bears to the total number of Shares in the Company (the "**Proportionate Entitlement**"),
 - (b) it shall be open to each such Shareholder to specify that it is willing to purchase any Shares in excess of its Proportionate Entitlement ("**Excess Shares**") or that it is only willing to purchase some only of its Proportionate Entitlement, and
 - (c) such offer shall, to the extent that the same is not accepted in whole or in part within 45 days of the date on which the offer made by the Company under Article 5 8 was made, be deemed to be declined
- 5 9 After the period of 45 days referred to in Article 5 8(c) has the Directors shall forthwith allocate the Sale Shares in the following manner
- (a) to each Shareholder there shall be allocated its Proportionate Entitlement or such lesser number of Sale Shares for which it may have applied,
 - (b) if the number of any Sale Shares which remain unallocated is insufficient to satisfy all applications for Excess Shares, the unallocated shares shall be allocated between those Shareholders which have applied for Excess Shares in the proportions (as nearly as may be) which the applications for Excess Shares bear to one another, and
 - (c) if the number of any Sale Shares which remains unallocated equals or is greater than the number of Shares for which applications for Excess Shares have been made, each Shareholder who has applied for Excess Shares shall be allocated the number of Excess Shares for which it applied
- 5 10 The Directors shall offer at the Sale Price and on the terms as to completion as are specified in Article 5 11 below any remaining Sale Shares to such third parties as they may think fit and such offer if not accepted within 30 days of the date on which any Sale Shares are offered to such Third Parties (the "**Third Party Offer Date**") shall be deemed to have been declined
- 5 11 If the Company shall find purchasing Shareholders or third parties ("**Purchasers**") in respect of all or (except where the Transfer Notice contains a Total Sale Condition) any of the Sale Shares prior to the expiry of the relevant time periods, it shall give notice thereof to the Transferring Shareholder which notice shall specify the price for the Sale Shares (being the Sale Price) and (except where the Transfer Notice contains a Total Sale Condition) the total number of Sale Shares which have been placed and the Transferring Shareholder and Purchasers shall be bound to complete the sale and purchase within 7 days of the end of the relevant time periods specified in Articles 5 9 and 5 10 above
- 5 12 If the Company shall not within the period of 30 days from the Third Party Offer Date find Purchasers for all of the Sale Shares or if through no default of the Transferring Shareholder the purchase of any of the Sale Shares is not completed within the time

period specified in Article 5 11 above, the Transferring Shareholder shall be at liberty at any time within 90 days after the expiry of the period of 30 days from the Third Party Offer Date to transfer

- (a) (where the Transfer Notice did not contain a Total Sale Condition) all or some only of the Sale Shares for which the Company did not find purchasing Shareholders and/or third parties, or
- (b) (where the Transfer Notice contained a Total Sale Condition) all (but not some only) of the Sale Shares, or
- (c) such Sale Shares in respect of which the sale was not completed as aforesaid,

to any person it may wish (including, for the avoidance of doubt, the Proposed Transferee), subject to the prior approval of the Directors, provided that 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 Shareholders

- 5 13 In the event of the Transferring Shareholder failing to carry out the sale of any of the Sale Shares prior to the expiry of the time limit referred to in Article 5 11 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 Shareholder shall in such case be bound to deliver up its certificate for the Sale Shares to the Company (or, in circumstances where that certificate has been lost, destroyed or defaced, a duly executed lost share certificate indemnity in a form reasonably satisfactory to the Company) whereupon the Transferring Shareholder shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Transferring Shareholder but without interest If such certificate shall comprise any Shares which such Transferring Shareholder has not become bound to transfer as aforesaid the Company shall issue to the Transferring Shareholder a balance certificate for such Shares as soon as practicable

6 COMPULSORY TRANSFER

- 6 1 If a Shareholder or other person entitled to transfer their Shares at any time attempts to deal with or dispose of any Share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any Encumbrance over, such Share or the renunciation or assignment of any right to receive or subscribe for such Share) 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,
- 6 2 Any person becoming entitled to a share in consequence of the death or bankruptcy of a Shareholder shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer The Directors may at any time after six

months of the death or bankruptcy upon resolution passed by them give notice requiring such person within 30 days to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall at the end of such 30 days be deemed to have given a Transfer Notice relating to those shares in respect of which he has still not given a Transfer Notice,

6 3 Notwithstanding any provision of Article 5, where a Transfer Notice is given or deemed given under either of Articles 6 1 or 6 2

6 3 1 the Transfer Notice shall be irrevocable,

6 3 2 the Transfer Notice shall not contain any Total Sale Condition, and

6 3 3 there shall be no right to withdraw the Transfer Notice after the Sale Price has been determined

6 4 For the purposes of this Article 6 4

"Bad Leaver" means a Shareholder who ceases to be Employed as a Director or Employee in circumstances where he has committed fraud, dishonesty, gross misconduct or gross negligence, or

"Employed" means engaged or employed by the Company or any subsidiary of the Company and **"Employment"** and **"Employee"** shall be construed accordingly,

"Fair Price" means a price agreed pursuant to the procedure set out in Article 5 3 above,

"Good Leaver" means a Shareholder who is not a Bad Leaver, and who ceases to be Employed as a Director or Employee in either of the following circumstances

(i) where the Company has dismissed them under its disciplinary procedures,

(ii) where they have resigned after the Company has commenced disciplinary procedures against them and those procedures have not been completed,

"Leaver" means either a Good Leaver or Bad Leaver,

"Termination Date" means

(i) where Employment ceases either by virtue of notice given by the Company or any subsidiary to the Employee, or by virtue of notice given by the Employee to the Company or any subsidiary, the date on which such notice expires,

- (ii) where a contract of Employment is terminated by the Company or any subsidiary and a payment is made in lieu of notice, the date on which notice of termination was served,
 - (iii) in any other case, the date on which the Leaver's relevant contract is terminated
- 6 4 1 A Leaver shall be deemed to have given a Transfer Notice on the Termination Date in respect of all the shares in the Company then held by such Leaver or in which he is beneficially interested (the "**Leaver's Shares**")
- 6 4 2 If the Leaver is a Good Leaver, the Sale Price for the Leaver's Shares shall be the Fair Price
- 6 4 3 If the Leaver is a Bad Leaver, the Sale Price for the Leaver's Shares shall be the lower of the subscription price of the Leaver's Shares and the Fair Price
- 6 4 4 The Fair Price shall be calculated as at the Termination Date
- 6 4 5 From the date of a deemed Transfer Notice under this Article 6 4 and until such time as the relevant Leaver's Shares are transferred in accordance with these Articles, no rights to attend and vote at general meeting of the Company shall attach to the relevant Leaver's Shares
- 6 4 6 Any Transfer Notice given or deemed given under Article 6 4 shall be irrevocable
- 6 5 Where a Transfer Notice in respect of any share is deemed to have been given under any provision of this Article 6 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
- 6 6 A Transfer Notice given by a Shareholder in circumstances where a Transfer Notice has been deemed or would otherwise have been deemed to have been given by such Shareholder shall be of no effect to the extent that the deemed Transfer Notice shall apply
- 7 TAG ALONG**
- 7 1 No sale or transfer of any Shares conferring the right to attend and vote at general meetings of the Company shall, if resulting (if made and registered) in a person (or persons), excluding any person (or persons) who is a Shareholder of the Company on the date of adoption of these Articles, obtaining a Controlling Interest be made or registered unless the proposed transferee or transferees or his or their nominees
- 7 1 1 are independent third parties acting in good faith,

7 1 2 have first offered to purchase all of the issued Shares on the same terms and at the same price offered to the proposed transferor (or transferors)

7 2 For this purpose a "**Controlling Interest**" means a holding of more than 50% of the issued Shares

8 DRAG ALONG

8 1 If a bona fide third party offeror for Shares (the "**Purchaser**"), having made offers on the same terms as to price and otherwise on substantially the same terms to all the Shareholders which are acceptable to the holders of at least 75% in nominal value of the entire issued share capital of the Company, receives valid acceptances which would, on completion, result in the Purchaser becoming the holder of not less than 50 1% of issued Shares (an "**Agreed Sale**"), then

8 2 the Purchaser may give notice to any non-accepting Shareholder requiring it to accept the offer within 14 days and stating that, failing such acceptance, it shall be deemed to have accepted such offer in respect of all Shares held by it and irrevocably to have waived any pre-emption rights it may have in relation to all such Shares,

8 3 upon the expiry of such notice each recipient thereof shall be obliged to deliver to the Purchaser (or as he may direct) an executed share transfer form and share certificate(s) (or, in circumstances where such certificate(s) have been lost, destroyed or defaced, a duly executed lost share certificate indemnity in a form reasonably satisfactory to the Purchaser) in respect of the Shares which were the subject of the notice together with an executed waiver of pre-emption rights, if appropriate,

8 4 if any such Shareholder fails to deliver executed share transfer form(s), share certificate(s) (or, in circumstances where such certificate(s) have been lost, destroyed or defaced, a duly executed lost share certificate indemnity in a form reasonably satisfactory to the Purchaser) and pre-emption waivers(s) (if appropriate) as set out above it shall be deemed to have appointed any Director to be its agent and attorney to execute such documents on its behalf and, against receipt by the Company (on trust for such Shareholder) of the appropriate purchase moneys, to deliver such executed transfer(s), share certificate(s) (or, in circumstances where such certificate(s) have been lost, destroyed or defaced, a duly executed lost share certificate indemnity in a form reasonably satisfactory to the Purchaser) and pre-emption waiver(s) (if appropriate) to the Purchaser,

8 5 after the Purchaser or its nominee has been registered as the holder of any Shares transferred in accordance with this Article 8 the validity of such transaction shall not be questioned by any person, and

8 6 if any person acquires Shares after an Agreed Sale pursuant to the rights or interests conferred upon them prior to the Agreed Sale, the provisions of this Article 8 shall apply so that the relevant Shareholder shall, immediately following the allotment of such Shares, be obliged to transfer such Shares to the Purchaser as if such Shares were in issue at the date of the Agreed Sale (save that completion of such transfer shall take

place on the date of such allotment or, if later, the date on which the Agreed Sale is completed)

9 GENERAL MEETINGS

- 9 1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon Two members present in person or by proxy shall be a quorum for all purposes save where there are less than two members in attendance in which event the quorum shall be one
- 9 2 The accidental omission to give notice of a meeting to any member entitled to receive notice of and attend and vote at general meetings shall not invalidate the proceedings at that meeting

10 ALTERNATE DIRECTORS

- 10 1 Any Director (other than an alternate director) may at any time by writing under his hand and deposited at the registered office of the Company, or delivered at a meeting of the Directors, appoint any person to be his alternate director (for all or any limited purposes and provided that such person, if not himself a Director, has been approved by the Board) and may in like manner at any time terminate such appointment The appointment of an alternate director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director Every person acting as an alternate director shall have one vote for each Director for whom he acts as alternate (in addition to his own vote if he is also a Director) and shall be counted in the quorum (subject to these Articles) if he holds office only as an alternate director
- 10 2 Subject to the terms of appointment of the alternate director, an alternate director shall be entitled to receive notice of all meetings of the Directors and of all meetings of committees of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director at any such meetings at which his appointor is not personally present and generally at such meetings to perform all the functions of his appointor as a Director in his absence and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor
- 10 3 An alternate director shall not (save as aforesaid) have power to act as a Director or be deemed to be a Director for the purposes of these Articles
- 10 4 An alternate director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company any remuneration except only such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct

11 APPOINTMENT OF DIRECTORS

Any shareholder holding at least 20% of the issued share capital of the Company, shall be entitled to be a Director

12 PROCEEDINGS OF DIRECTORS

- 12 1 Subject to the provisions of these Articles and to any agreement from time to time between the Shareholders, the Directors may regulate their proceedings as they think fit
- 12 2 The quorum for the transaction of business at any meeting of the Directors (or part of a meeting as referred to below) shall be two Directors, , save where there are less than two directors in office, the quorum shall be one
- 12 3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 14 to authorise a Conflict (as defined in Article 14), if there are less than two Directors in office eligible to vote other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one Director who is so eligible
- 12 4 All business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution and no such resolution shall be effective unless approved by a majority of the Directors
- 12 5 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting

13 TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY

Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company

- (a) may 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,
- (b) shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such existing or proposed transaction or arrangement in which he is interested,
- (c) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director,

- (d) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested, and
- (e) shall 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 transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such 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 section 176 of the Act

14 DIRECTORS' CONFLICTS

- 14 1 The Directors may, in accordance with the requirements set out in this Article 14, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a Director (an "**Interested Director**") breaching his duty under section 175 of the Act to avoid conflicts of interest ("**Conflict**")
- 14 2 Any authorisation under this Article 14 will be effective only if
 - (a) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director, and
 - (b) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted
- 14 3 Any authorisation of a Conflict under this Article 14 may (whether at the time of giving the authorisation or subsequently)
 - (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised,
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the Directors or otherwise) related to the Conflict,
 - (c) provide that the Interested Director shall or shall not be entitled to vote on the matter at a meeting of Directors in respect of any future decision of the Directors in relation to any resolution related to the Conflict,
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the Directors think fit,
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a Director) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to

the Company's affairs where to do so would amount to a breach of that confidence, and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the Directors and be excused from reviewing papers prepared by, or for, the Directors to the extent they relate to such matters

14 4 Where the Directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the Directors in relation to the Conflict

14 5 A Director is not required, by reason of being a Director (or because of the fiduciary relationship established by reason of being a Director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the Directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds

14 6 A Director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his relationship with that other person gives rise to a conflict of interest or possible conflict of interest, this Article applies only if the existence of that relationship has been approved by the Directors pursuant to this Article 14. In particular, the Director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the Act because he fails

14 6 1 to disclose any such information to the board or to any director or other officer or employee of the Company, and/or

14 6 2 to use or apply any such information in performing his duties as a director of the Company

15 NOTICES

15 1 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed

15 2 A notice required by these Articles to be given by the Company may be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this Article, "address" in relation to electronic communications includes any number or address used for the purposes of such communications

15 3 Subject to Article 15 4, any notice, document or other information shall be deemed served on or delivered to the intended recipient

- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or seven days after posting to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom),
- (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address,
- (c) if properly addressed and sent or supplied by facsimile or other electronic means, one hour after the document or information was sent or supplied, and
- (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

15 4 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

15 5 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings

16 INDEMNITY

16 1 Subject to the provisions of and to the extent permitted by law, every Director or other officer (excluding the Auditors) is entitled to be indemnified out of the assets of the Company against all liabilities which he may incur in or in connection with the performance or purported performance of his duties or the exercise, or the purported exercise, of his powers

16 2 The Company shall (at the cost of the Company) effect and maintain for each Director policies of insurance insuring such Director against such risks in relation to this office as such Director may reasonably specify including without limitation, any liability which by virtue of any rule of law may attach to him in respect of any negligence, default of duty or breach of trust of which he may be guilty in relation to the Company

17 LIEN

17 1 The Company has a first and paramount lien on all Shares (whether or not such Shares are fully paid) registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder thereof or is one of two or more joint holders, for all moneys payable by him or his estate to the Company (whether or not such moneys are presently due and payable and whether payable in

- respect of monies unpaid on such Shares or otherwise) The Company's lien over Shares takes priority over any third party's interest in such Shares and extends to any dividend or other money payable by the Company in respect of such Shares and (if the Company's lien is enforced and such Shares are sold by the Company) the proceeds of sale of such Shares
- 17 2 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part
- 17 3 Subject to the provisions of this Article, if a notice of the Company's intention to enforce the lien ("lien enforcement notice") has been sent in respect of the Shares and the person to whom the lien enforcement notice was sent has failed to comply with it, the Company may sell those Shares in such manner as the Directors decide
- 17 4 A lien enforcement notice may only be sent in respect of Shares if a sum is payable to the Company by the sole registered holder or one of two or more joint registered holders of such shares and the due date for payment of such sum has passed and must specify the Shares concerned and include a demand for payment of the sum payable within 14 days. It must be addressed either to the holder of such Shares or to a person entitled to such Shares by reason of the holder's death, bankruptcy or otherwise and must state the Company's intention to sell the Shares if the notice is not complied with
- 17 5 If Shares are sold under this Article, the Directors may authorise any person to execute an instrument of transfer of the Shares to the purchaser or a person nominated by the purchaser and the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale
- 17 6 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied
- (a) first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice, and
 - (b) second, in payment to the person entitled to the Shares at the date of the sale, but only after the certificate for the Shares sold has been surrendered to the Company for cancellation or a suitable indemnity has been given for any lost certificates, and subject to a lien equivalent to the Company's lien over the Shares before the sale for any money payable in respect of the Shares after the date of the lien enforcement notice
- 17 7 A statutory declaration by a Director or the secretary that the declarant is a Director or the secretary and that a Share has been sold to satisfy the Company's lien on a specified date is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share

18 CALL NOTICES

- 18 1 Subject to the Articles and the terms on which Shares are allotted, the Directors may send a notice (a "Call Notice") to a Shareholder requiring the Shareholder to pay the Company a specified sum of money (a "Call") which is payable to the Company in respect of amounts unpaid on any Shares at the date when the Directors decide to send the Call Notice. A Call Notice must state when and how any Call to which it relates is to be paid and may permit or require the Call to be made in instalments.
- 18 2 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 clear days (that is, excluding the date on which the notice is given and the date on which that 14 day period expires) have passed since the notice was sent. Until the Call is paid, that person must pay the Company interest on the Call from the Call payment date at the rate of 5% per annum.
- 18 3 Before the Company has received any Call due under a Call Notice the Directors may revoke it wholly or in part, specify a later time for payment than is specified in the notice or by a further notice in writing to the Shareholder in respect of whose Shares the Call is made.
- 18 4 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share on allotment, on the occurrence of a particular event or on a date fixed by or in accordance with the terms of issue.
- 18 5 If a person is liable to pay a Call and fails to do so by the Call payment date, the Directors may issue a notice of lien enforcement notice to that person and until payment in full of a Call, the relevant Shares shall not carry a right to vote in any circumstances including in respect of any resolution of any class of Shares.