

Company Number. 5893036

THE COMPANIES ACT 2006
PRIVATE COMPANY
LIMITED BY SHARES
WRITTEN RESOLUTION
OF
BALTIC RECRUITMENT SERVICES LIMITED
(the "Company")

Certified a true copy
of the original
DWF LLP
Newcastle upon Tyne

DWF LLP
29.4.15



Circulation Date: 29 April 2015

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (as amended), we the undersigned being the eligible members of the Company entitled to receive notice of, attend and vote at general meetings of the Company on the above circulation date hereby pass the following resolution as a written resolution and agree that once duly passed, such resolution shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the company duly convened and held

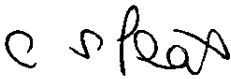

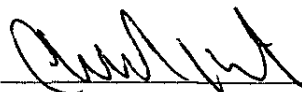
Special Resolution

THAT the articles of association attached to this resolution be adopted as the Company's articles of association in substitution for, and to the exclusion of, the Company's existing articles of association

Agreement

Please read the notes attached to this document before signifying your agreement to the Resolution

We the undersigned (each being a person who was entitled to vote on the Resolution on the Circulation Date) hereby irrevocably agree to the Resolution

Signed	<u></u>	Dated	<u>29 April</u>	2015
	Charles Peart			
Signed	<u></u>	Dated	<u>29 April</u>	2015
	Roger Peart			
Signed	<u></u>	Dated	<u>29 April</u>	2015
	Christopher Kent			

NOTES

- 1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated on the previous page and returning it to the Company before the end of the period of 28 days beginning with the Circulation Date (the "**Lapse Period**") using one of the following methods
- 1 1 **By Hand** delivering the signed copy to Baltic Works, Baltic Street, Hartlepool, TS25 1PW
- 1 2 **Post** returning the signed copy by post to Baltic Works, Baltic Street, Hartlepool, TS25 1PW
- 2 If you do not agree with the Resolution, you do not need to do anything You will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement
- 4 The Resolution will be passed once members representing 75% of the total voting right of the eligible members signify their agreement to it
- 5 If the Resolution is not passed before the end of the Lapse Period it will lapse If the Company receives your signed document after the end of the Lapse Period your agreement to the Resolution will be ineffective
- 6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

DATED 29 April 2015

BALTIC RECRUITMENT SERVICES LIMITED

ARTICLES OF ASSOCIATION

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THE COMPANIES ACTS 1985 and 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

Of

BALTIC RECRUITMENT SERVICES LIMITED

(adopted by Special Resolution passed on *29 April* 2015)

1 PRELIMINARY AND INTERPRETATION

1.1 For the purposes of these Articles, the following expressions shall have the following meanings –

"A Ordinary Shares" or "A Shares"	A Ordinary Shares of £1 each in the capital of the Company,
"A Shareholder"	a holder of A Ordinary Shares,
"Act"	the Companies Act 2006 and every statutory modification, re-enactment or replacement of that Act for the time being in force,
"B Ordinary Shares" or "B Shares"	B Ordinary Shares of £1 each in the capital of the Company,
"B Shareholder"	a holder of B Ordinary Shares,
"Business Day"	a weekday (other than a Saturday) on which clearing banks are open in London for the transaction of normal business,
"Directors"	the board of directors of the Company from time to time,
"Equity Shares"	those shares which from time to time comprise the equity share capital of the Company which at the date of the adoption of these Articles are the A Ordinary Shares and the B Ordinary Shares,
"Good Leaver"	a B Shareholder who becomes a Leaver and – (a) this occurs because of – (i) death, long term illness (including mental illness) or disability, or (ii) retirement at normal retirement age, or

	(iii) the termination of the contract of employment or terms of engagement by the Group Company otherwise than in circumstances in which it is entitled to summarily dismiss the B Shareholder/wrongful dismissal by virtue of a breach by the Company or any Group Company of the contract of employment or terms of engagement, or
	(iv) the sale of the Company or Group Company (or its business) which employed or engaged the B Shareholder,
	(d) the A Shareholders agree in writing (in their absolute discretion) that he is a Good Leaver,
"Group Company"	as defined in section 140C(6) of the Income and Corporation Taxes Act 1988,
"Leaver"	a B Shareholder who ceases to be a director or employee of or consultant to the Company or a Group Company who does not continue to be a director or employee of or consultant to the Company or any other Group Company,
"Model Articles"	the Model Articles for private companies limited by shares contained in schedule 2 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles,
"partly paid"	in relation to any share means that part of that share's nominal value or any premium at which it was used has not been paid to the Company,
"Shareholder"	a holder of Equity Shares
"Subsidiary" and "Holding Company"	the meaning ascribed to those expressions by section 1159 of the Act,
"Termination Date"	(a) where the relevant contract of employment ceases by virtue of notice given by the Company or a Group Company, the date on which such notices expires, (b) where the relevant contract of employment is terminated by the Company or a Group

- Company and a payment is made in lieu of notice, the date of which such payment is made,
- (c) where a B Shareholder is a director but not an employee, the date on which his contract for services with the Company or a Group Company is terminated, or
 - (d) in any other case, the date on which the relevant contract of employment is terminated

1 2 The regulations contained in the Model Articles shall apply to the Company except to the extent that they are excluded or varied by these Articles

1 3 In these Articles, unless otherwise expressly specified or unless the context otherwise requires –

1 3 1 the singular includes the plural and vice versa,

1 3 2 any gender includes any other gender,

1 3 3 references to persons include bodies corporate, unincorporated associations, partnerships and trusts,

1 3 4 references to "connected persons" means persons who are connected for the purposes of section 839 of the Income and Corporation Taxes Act 1988 or section 252 of the Act as the context requires, and

1 3 5 "disposal" includes a sale, lease, transfer, charge, assignment or other transfer of title or rights including agreeing to do any of such things, the grant of an option or similar right or creating a trust or other equitable interest and "dispose" shall be construed accordingly

1 4 Where there is any conflict between the Model Articles and these Articles, these Articles shall prevail

1 5 The headings in these Articles are for convenience only and shall not affect Interpretations

2 PRIVATE COMPANY

The Company is a private company within the meaning of section 4 of the Act Accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to any of those shares or debentures being offered for sale to the public

3 COMPANY'S LIEN OVER PARTLY PAID SHARES

- 3 1 Regulation 21 of the Model Articles shall not apply
- 3 2 The Company has a lien (the "Company's lien") over every share which is partly paid for any part of –
- 3 2 1 that share's nominal value, and
- 3 2 2 any premium at which it was issued,
- which has not been paid to the Company, and which is payable immediately or at some time in the future, whether or not a call notice has been sent in respect of it
- 3 3 The Company's lien over a share –
- 3 3 1 takes priority over any third party's interest in that share, and
- 3 3 2 extends to any dividend or other money payable by the Company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share
- 3 4 The Directors acting unanimously 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

4 ENFORCEMENT OF THE COMPANY'S LIEN

- 4 1 Subject to the provisions of this Article 4, if –
- 4 1 1 a lien enforcement notice has been given in respect of a share, and
- 4 1 2 the person to whom the notice was given has failed to comply with it,
- the Company may sell that share in such manner as the Directors decide
- 4 2 A lien enforcement notice –
- 4 2 1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed,
- 4 2 2 must specify the share concerned,
- 4 2 3 must require payment of the sum payable within 14 days of the notice,
- 4 2 4 must be addressed either to the holder of the share or to a person entitled to it

by reason of the holder's death, bankruptcy or otherwise, and

4 2 5 must state the Company's intention to sell the share if the notice is not complied with

4 3 Where shares are sold under this Article 4 –

4 3 1 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

4 3 2 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

4 4 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 -

4 4 1 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,

4 4 2 second, 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

4 5 A statutory declaration by a director that the declarant is a director and that a share has been sold to satisfy the Company's lien on a specified date –

4 5 1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and

4 5 2 subject to compliance with any other formalities of transfer required by the articles or by law, constitutes a good title to the share

5 **SHARE CAPITAL**

5 1 The share capital of the Company at the date of adoption of these Articles is divided into A Ordinary Shares and B Ordinary Shares Except as expressly provided in these Articles the A Shares and B Shares shall rank *par passu* in all respects

5 2 The A Shares and B Shares shall constitute separate classes of shares

5 3 No variation of the rights attaching to any class of shares shall be effective except with –

5 3 1 the consent in writing of the holders of not less than three-quarters in nominal

value of the issued shares of the relevant class, or

- 5 3 2 the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the relevant class To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy and holding or representing not less than one-third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the class present in person or by proxy or (being a corporation) by a duly authorized representative may demand a poll

6 A SHARES

6 1 The rights of the holders of the A Ordinary Shares are as follows –

- 6 1 1 the right to such dividend (the "A Share Dividend") as shall be determined from time to time by the holders of a majority of the A Shares and the A Share Dividend shall be divided amongst the individual A Shareholders pro rata to their individual holdings of A Shares,
- 6 1 2 on a vote on a resolution on a show of hands at a general meeting every Shareholder (whether present in person or by one or more proxies) shall have one vote and on a vote on a resolution on a poll taken at a general meeting or by written resolution, every Shareholder shall have one vote in respect of each Equity Share held by him,
- 6 1 3 on a return of assets on a winding-up of the Company, the surplus assets of the Company remaining after payment of its liabilities shall be allocated among and paid to the Shareholders in proportion to their respective holdings of Equity Shares

7 B SHARES

7 1 The rights of the holders of the B Ordinary Shares are as follows –

- 7 1 1 the right to such dividend (the "B Share Dividend") as shall be determined from time to time by the holders of a majority of the A Shares, and the B Share Dividend shall be divided amongst the individual B Shareholders pro rata to their individual holdings of B Shares,
- 7 1 2 on a vote on a resolution on a show of hands at a general meeting every Shareholder (whether present in person or by one or more proxies) shall have one vote and on a vote on a resolution on a poll taken at a general meeting or by written resolution, every Shareholder shall have one vote in respect of each Equity Share held by him, Voting Rights,

7 1 3 on a return of assets on a winding-up of the Company, the surplus assets of the Company remaining after payment of its liabilities shall be allocated among and paid to the Shareholders in proportion to their respective holdings of Equity Shares

8 ALLOTMENT OF SHARES

8 1 Subject to the Act, the Directors are hereby authorised to exercise the powers of the Company to allot shares in the Company and to grant any right to subscribe for, or to convert any security into, shares in the Company (including any such right contained in or conferred by any debenture, debenture stock or other security)

8 2 Section 561 of the Act shall be excluded by these Articles, except that

8 2 1 on an allotment of A shares in the Company, such shares will be offered first to existing A Shareholders in proportion to their existing holdings of A Shares and

8 2 2 on an allotment of B Shares in the Company, such shares will be offered first to existing B Shareholders in proportion to their existing holdings of B Shares in the Company

8 2 3 and for the purposes of any offer of A Shares to A Shareholders pursuant to Article 8 3 1 and any offer of B Shares to B Shareholders pursuant to Article 8 3 2, section 562 of the Companies Act 2006 will apply

8 3 No Equity Shares shall be allotted and/or issued without the consent of the majority of the A Shareholders

9 TRANSFER AND TRANSMISSION OF SHARES

9 1 The instrument of transfer of any share shall be executed by or on behalf of the transferor and (except in the case of a transfer of a fully paid share) by or on behalf of the transferee Shares of different classes shall not be comprised in the same instrument of transfer Regulation 26(1) and 26(5) of the Model Articles shall not apply

9 2 Except for any transfer falling within Article 11 1 no member shall be entitled to dispose of any Equity Share otherwise than in accordance with the following provisions –

9 2 1 A member wishing to dispose of any Equity Shares (the "Vendor") shall give notice (the "Notice of Sale") to the Directors of the Company containing an offer to sell the same and stating the number and class of shares which he desires to sell (the "Sale Shares"), if known the identity of any prospective purchaser and (if relevant) the price at which he wishes to sell the Sale Shares and which, if the Vendor is a B Shareholder, shall be ,

(a) in the case of a Good Leaver, the higher of the subscription price paid for or attributed to the Sale Shares and the Fair Value (as agreed or determined in accordance with Article 9 2 2), and

(b) in any other case, the lower of the subscription price paid for or attributed to the Sale Shares and the Fair Value

9 2 2 The Fair Value, unless agreed upon by the Vendor and the A Shareholders within 28 days of the Notice of Sale or if not specified by the Vendor in the Notice of Sale, shall be certified by a suitably qualified financial body (the "Valuers") as agreed by a majority of the A Shareholders and a majority of the B Shareholders in writing (the Valuers having been instructed for that purpose by the Directors and, where applicable, within 7 days from the expiration of the said period of 28 days) as a fair price as at the date of the Notice of Sale (or, if earlier, the Termination Date) between a willing seller and a willing buyer, assuming the shares can be transferred without restriction but taking into account pre-emption rights on transfer and the Drag Along Rights but disregarding the fact that the Sale Shares may constitute either a minority or majority holding (the "Fair Value") A decision of the Valuers (who shall act as experts and not arbitrators) in this respect shall be conclusive and binding on the Company and on all persons interested in the Sale Shares

9 2 3 If the Valuers decline to act to certify a Fair Value in accordance with Article 9 2 2, then within 7 days of the Valuers so declining, the Directors shall promptly instruct an independent referee (the "Referee") to certify a Fair Value for the Sale Shares as at the date of the Notice of Sale (or, if earlier, the Termination Date) and taking into account the matters referred to in Article 9 2 2 and shall notify the Vendor of such instruction If the Vendor does not agree with the appointment of the Referee within 7 days of being notified of the instruction, the Referee shall be appointed by the President for the time being of the Institute of Chartered Accountants of England and Wales upon the application of either the Vendor or the Directors The Referee shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the Company and all persons interested in the Sale Shares

9 2 4 Subject to Article 9 2 6, the costs of the Valuers of the Company or the Referee shall be paid as to one half by the Vendor and one half by the Company

9 2 5 A Notice of Sale given by any of the A Shareholders only may contain a condition (a "Total Transfer Condition") that unless all of the Sale Shares are sold, none shall be sold

9 2 6 If the Fair Value of the Sale Shares is determined by the Valuers or the Referee, the Directors shall give to the Vendor notice of the Fair Value determined by them and therefore the price at which the Sale Shares will be offered following the application of Article 9 2 1 (the "Sale Price"), and, subject to Article 10 2, the Vendor shall have 7 days within which he may withdraw his Notice of Sale if he does not agree with the

Fair Value but in this event the Vendor shall be liable to pay the whole of the Valuer's or Referee's costs

9 2 7 Unless the Notice of Sale is withdrawn pursuant to Article 9 2 6, the Directors shall thereupon send to each of the other members of the Company below (in each case other than the Vendor or any other member who has served or who is deemed to have served a Notice of Sale which remains outstanding) a notice specifying the number and class of the Sale Shares, the Sale Price, whether a Total Transfer Condition applies and naming a day (being not less than 7 and no more than 14 days from the date of such notice) on or before which offers to purchase the Sale Shares must be received –

- (a) if the Sale Shares are A Ordinary Shares to the holders of A Ordinary Shares, and
- (b) if the Sale Shares are B Ordinary Shares to the holders of B Ordinary Shares,

9 2 8 If the offers to purchase shall together constitute offers to purchase a greater number of shares than the Sale Shares, then the Sale Shares shall be divided among those who have accepted the offer(s) (the "Acceptors") in the proportions as nearly as possible in which they already hold shares in the relevant class(es) provided that none of the Acceptors shall be liable to purchase more of the Sale Shares than those he shall have offered to purchase and any Sale Shares which cannot be so divided as aforesaid without creating fractions shall be apportioned by lot among the Acceptors

9 2 9 Any Sale Shares not so accepted shall be offered for re-purchase by the Company subject to the Act and the other provisions of these Articles provided that any such re-purchase be completed within 6 weeks of the Sale Shares being so offered

9 2 10 Any Sale Shares which are B Shares, and which are not so accepted in accordance with the articles above, shall be offered for sale in accordance with Articles 9 2 7 to 9 2 8 to the holders of A Ordinary Shares and any Sale Shares which are A Shares and are not so accepted in accordance with the articles above, shall be offered for sale in accordance with Articles 9 2 7 to 9 2 8 to the holders of B ordinary shares

9 2 11 If there is a purchaser or purchasers for all or (unless a Total Transfer Condition applies) some part of the Sale Shares, the Directors shall, as agent for the Vendor and the Acceptors, declare a contract of sale to be concluded and shall give notice thereof to the Vendor and the Acceptors The Vendor and the Acceptors shall give effect to the contract or contracts so made as aforesaid by the execution of proper transfers and the payment of the aggregate Sale Price within 14 days The Vendor shall sell the Sale Shares with full title guarantee, free from all charges, liens and encumbrances and with the benefit of all rights attaching to them (including all dividends and distributions) on or after the date of the Notice of Sale

9 2 12 A Notice of Sale may be renewed from time to time but the offer therein contained shall not be withdrawn save as referred to in Article 9 2 6

9 2 13 For the purpose of giving effect to any sale pursuant to the foregoing provisions the Directors may authorise some person to transfer the Shares so sold to the purchaser thereof

9 2 14 The provisions of this Article 9 2 may be waived in any particular case if an application is made by letter to the A Shareholders at the registered office of the Company, and an A Shareholder Majority consents in writing to waive the provisions of Article 9 2 For the avoidance of doubt, the A Shareholder majority in this article 9 2 14 can include the applicant if he is an A Shareholder

10 ENFORCED TRANSFER OF SHARES

10 1 A Notice of Sale shall be given immediately by a holder of B Shares or his personal representatives in respect of all the B Shares registered in his name in any of the events set out in Article 10 3 and, if not given, the Directors may give the Notice of Sale on behalf of the registered holder at any time within the next 12 months following the event or the Company having become aware of the event

10 2 The provisions of Article 9 2 shall apply to a Notice of Sale given pursuant to Article 10 1 save that the Vendor shall not be entitled to either withdraw the Notice of Sale pursuant to Article 9 2 6 or impose a Total Transfer Condition

10 3 The events for the purposes of Article 10 1 are –

10 3 1 if the holder is a B Shareholder and becomes a Leaver for any reason whatsoever,

10 3 2 if the holder, being an employee of or consultant to any Group Company, is prevented by illness, accident or other incapacity from fully carrying out his duties for any period(s) of or aggregating more than 26 weeks in any continuous period of 52 weeks,

10 3 3 if the holder is an individual and becomes bankrupt, 10 3 4 if the holder is a corporate entity and -

(a) a liquidator, administrator, receiver or administrative receiver is appointed of the whole or any part of its property and assets,

(b) it enters into any agreement, arrangement, compromise, moratorium or composition with more than twenty per cent of its creditors,

(c) it is struck off the Register of Companies or otherwise ceases to exist,

(d) it is subject to a change of control (for the purposes of section 450 and 451 of the Corporation Tax Act 2010), or

- (e) any interest in any shares in that corporate entity which is held by an employee or director of the Company is disposed of (save with the consent of an A Shareholder Majority)

11 COMPULSORY PURCHASE

- 11 1 If an offeror for the shares in the Company has made offers to all the members of the Company which are acceptable to the holders of at least a majority of the A Ordinary Shares, then –

11 1 1 such offeror may give notice to any non-accepting holder of Equity Shares requiring him to accept the offer and transfer his shares with full title guarantee within 14 days and stating that, in default of such acceptance, he shall be deemed to have accepted such offer in respect of all Equity Shares held by him and irrevocably to waive any pre-emption rights he may have in relation to any shares the subject of such offer,

11 1 2 for the avoidance of doubt, the price which shall be payable to any such non-accepting holder of Equity Shares shall take account of the Sale Preference which shall be payable to the A Shareholders as the holders of the A Ordinary Shares,

11 1 3 upon the expiry of such notice each recipient thereof should be obliged to transfer his Equity Shares with full title guarantee and to deliver to the offeror (or as he may direct) an executed share transfer form and share certificate(s) in respect of the shares which are the subject of the notice together with an executed waiver of pre-emption rights as appropriate,

11 1 4 if any such member fails to comply with the matters referred to in Article 11 1 3, he shall be deemed to have appointed any director of the Company to be his agent and attorney to execute such documents on his behalf and, against receipt by the Company (on trust for such member) of the appropriate purchase monies, to deliver such executed transfer(s) and pre-emption waiver(s) appropriate) to the offeror and it shall be no impediment to completion of the transfer that such member's share certificate(s) has/have not been produced,

11 1 5 after such offeror or his nominee has been registered as the holder of shares transferred in accordance with this Article 11 1, the validity of such transaction shall not be questioned by any persons, and

11 1 6 it shall be obligatory for the Directors to register any duly stamped transfer of a share made pursuant to this Article 11 1

11 1 7 This Article 11 1 shall also apply in relation to any shares which any person may be entitled to acquire pursuant to any option scheme of or option granted by the Company and which option shall be exercisable as a result of the sale of shares referred to in this Article 11 1

12 GENERAL MEETINGS

- 12 1 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting except where such omission or non-receipt relates to any of the A Shareholders
- 12 2 No business shall be transacted at any general meeting of the Company unless a quorum is present Unless the Company is a single member company in which case the quorum shall be one, two persons entitled to vote upon the business to be transacted at least one of which must be an A Shareholder, each being a member or a proxy for a member or a duly authorised representative of a corporation which is a member shall be a quorum
- 12 3 Regulation 41 of the Model Articles shall apply subject to the addition of the following sentence "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved"

13 CONFLICTS OF INTERESTS OF DIRECTORS

- 13 1 In this Article 13, the following definitions apply - "associated company" means, in relation to any company, a Subsidiary or Holding Company for the time being of such company or a Subsidiary for the time being of such a Holding Company, "Conflict Situation" means any situation or matter (other than one which cannot reasonably be regarded as likely to give rise to a conflict of interest) in which any Director has, or can have, a direct or indirect interest that conflicts, or may possibly conflict, with the interests of the Company including (without limitation) any such situation or matter which relates to the exploitation of any property, information or opportunity (irrespective of whether the Company could take advantage of the property, information or opportunity) but does not include a conflict of interest in relation to a transaction or arrangement with the Company, and
- 13 2 Provided he has declared to the Directors the nature and extent of any interest of his in accordance with the Act, a Director (including an alternate director) shall be entitled to vote on any resolution in respect of a contract or proposed contract in which he has an interest in any way, whether directly or indirectly and shall be taken into account for the purpose of deciding whether a quorum is present and may retain for his absolute use and benefit all profits and advantages accruing to him Regulations 14(1) to 14(5) of the Model Articles shall not apply However, this Article 13 does not allow a director to vote or to be counted towards a quorum if section 175 of the Act would not allow his vote to be counted or for him to be counted towards a quorum in order for an authorisation referred to in section 175(6) of the Act to be effective

14 ALTERNATE DIRECTORS

- 14 1 Any Director (in articles 14 1 to 14 9 inclusive, an "appointor") may appoint as an alternate any other Director, or any other person approved by resolution of the Directors, to

- 14 1 1 exercise that Director's powers, and
- 14 1 2 carry out that Director's responsibilities, in relation to the taking of decisions by the Directors, in the absence of the alternate's appointor
- 14 2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the Directors
- 14 3 The notice must –
 - 14 3 1 identify the proposed alternate, and
 - 14 3 2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice
- 14 4 An alternate director may act as alternate director to more than one Director and has the same rights in relation to any decision of the Directors as the alternate's appointor
- 14 5 Except as the Articles specify otherwise, alternate directors –
 - 14 5 1 are deemed for all purposes to be Directors,
 - 14 5 2 are liable for their own acts and omissions,
 - 14 5 3 are subject to the same restrictions as their appointors, and
 - 14 5 4 are not deemed to be agents of or for their appointors and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member
- 14 6 A person who is an alternate director but not a Director –
 - 14 6 1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating),
 - 14 6 2 may participate in a unanimous decision of the Directors (but only if his appointor is an eligible Director in relation to that decision, but does not participate), and
 - 14 6 3 shall not be counted as more than one Director
- 14 7 A Director who is also an alternate director is entitled, in the absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the Directors (provided that his appointor is an eligible Director in relation to that decision), but

shall not count as more than one Director for the purposes of determining whether a quorum is present

14 8 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company

14 9 An alternate director's appointment as an alternate terminates

14 9 1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate,

14 9 2 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a Director,

14 9 3 on the death of the alternate's appointor, or

14 9 4 when the alternate's appointor's appointment as a Director terminates

15 APPOINTMENT AND REMOVAL OF DIRECTORS

15 1 Either the Company by ordinary resolution and/or the Directors may appoint a person who is willing to act to be a Director either to fill a casual vacancy or as an additional Director

15 2 The office of a Director shall be vacated if he is removed from office by notice addressed to him at his last known address and signed by a majority of/all the other Directors

16 VACATION OF OFFICE

16 1 Regulation 18 of the Model Articles shall be amended by the deletion of regulations 18(2) and 18(3) and their replacement by the following –

16 1 1 "that person becomes bankrupt or insolvent or makes any arrangement or composition with his creditors or he become subject to a bankruptcy restriction order or undertaking, or

16 1 2 that person is convicted of any criminal offence whether in the United Kingdom or elsewhere for which he is sentenced to any term of imprisonment whether immediate or suspended"

17 REMUNERATION OF DIRECTORS

In addition to Regulation 19 of the Model Articles the Directors shall be entitled to such other amount as the Company may from time to time by ordinary resolution determine, to be

divided among them in such proportion and manner as the Directors may determine or, failing agreement, equally Subject as aforesaid, a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration

18 PROCEEDINGS OF DIRECTORS

18 1 Except with the prior written consent of the majority of the A Shareholders, the Directors shall not delegate any of their powers to any committee or otherwise Regulation 5 of the Model Articles shall be modified accordingly If delegation is permitted by this Article 18 1, Regulation 6(2) of the Model Articles shall not apply

18 2 The Chairman shall have a casting vote

18 3 Regulation 11(2) of the Model Articles shall not apply and, except with the prior written consent of the majority of the A Shareholders, the quorum for every meeting of either the Directors or any committee of the Directors shall include any two of the A Shareholders or any alternate Director appointed by him unless such Director shall fail to attend any such meeting of which notice has been given, provided that in normal circumstances no less than three Business Days' notice of such meeting shall have been given to such Director

19 MISCELLANEOUS

Without prejudice to the other provisions of these Articles, a special resolution shall be required for the capitalization of profits and Regulation 36 of the Model Articles shall be amended accordingly

20 DIRECTORS' GRATUITIES AND PENSIONS

The Directors shall have power to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefit (including, without limitation, life and critical illness cover and permanent health insurance) and directors and officers liability insurance to, or to any person in respect of, any Director or former Director who may hold or have held any executive office or any office of profit of any Group Company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such Director ceases to hold office or employment)

21 COMMUNICATIONS

21 1 Subject to these Articles, any notice or document to be sent or supplied to a Director in connection with the taking of decisions by Directors may also be sent or supplied by the means by which that Director has asked to be sent or supplied with such notices or documents for the time being A Director may agree with the Company that notices or documents sent to that Director in a particular way are deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours

- 21 2 Where a document or information is sent or supplied by the Company by post, service or delivery shall be deemed to be effected at the expiration of 24 hours after the time when the cover containing the same is posted (irrespective of the class or type of post used) and in proving such service or delivery it shall be sufficient to prove that such cover was properly addressed and posted
- 21 3 Where a document or information is sent or supplied by the Company by electronic means to an address specified for the purpose by the intended recipient, service or delivery shall be deemed to be effected on the same day on which it is sent or supplied and in proving such service it will be sufficient to prove that it was properly addressed
- 21 4 Where a document or information is sent or supplied by the Company by means of a website, service or delivery shall be deemed to be effected when –
- 21 4 1 the material is first made available on the website, or
- 21 4 2 if later, when the recipient received (or is deemed to have received) notification of the fact that the material was available on the website
- 21 5 Anything to be agreed or specified in relation to documents or information to be sent or supplied to joint holders, may be agreed or specified by that one of the joint holders whose name appears first in the register
- 21 6 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

22 INDEMNITY AND INSURANCE

- 22 1 Regulations 52 and 53 of the Model Articles shall not apply
- 22 2 Subject to the provisions of and so far as may be consistent with the Act, the Company shall provide -
- 22 2 1 for each relevant officer an indemnity out of the assets of the Company to the extent that such indemnity is a "qualifying third party indemnity provision" within the meaning of section 234 of the Act,
- 22 2 2 a relevant officer with funds in accordance with section 205 of the Act to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with any application under the provisions mentioned in section 205(5) of the Act or to enable a relevant officer to avoid incurring such expenditure, but so that any provision of funds will become repayable by the relevant

officer or any liability of the Company under any transaction connected with any provision of funds will become repayable by the relevant officer not later than –

- (a) in the event of the relevant officer being convicted in the proceedings, the date when the conviction becomes final,
- (b) in the event of judgment being given against him in the proceedings, the date when the judgment becomes final, or
- (c) in the event of the court refusing to grant him relief on the application, the date when the refusal of relief becomes final, and

22 3 a relevant officer with funds to meet expenditure incurred or to be incurred by him in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority in connection with any alleged negligence, breach of duty or breach of trust by that relevant officer in relation to the Company or an associated company of the Company or to enable a relevant officer to avoid incurring such expenditure

22 4 Subject to the provisions of the Act, where the Company or an associated company of the Company is a trustee of an occupational pension scheme, the Company shall provide for a relevant officer or for a relevant officer of such associated company an indemnity out of the assets of the Company against liability incurred in connection with the activities of the Company or such associated company as trustee of such a scheme provided that such indemnity complies with the provisions of section 235 of the Act

22 5 In articles 22 1 and 22 4 –

22 5 1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

22 5 2 a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act), but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor)

22 6 The Directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss

22 7 In article 22 6 –

22 7 1 a "relevant officer" means any Director or other officer or former Director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of the Act),

but excluding in each case any person engaged by the Company (or associated company) as auditor (whether or not he is also a Director or other officer), to the extent he acts in his capacity as auditor),

22 7 2 a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and

22 7 3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate