

Company number: 06692615

FRIDAY



PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

HD DECISIONS LIMITED (the "Company")

Circulation date: 13 July 2009

Pursuant to chapter 2 of part 13 of the Companies Act 2006, the directors of the Company propose that:

- resolutions 1, 2, 3 and 4 below are passed as ordinary resolutions (together the "Ordinary Resolutions"); and
- resolutions 5 and 6 below are passed as special resolutions (together the "Special Resolutions").

1 Ordinary Resolution

That the 1 authorised and issued ordinary share of £1.00 each registered in the name of Mark Hawkins in the capital of the Company be sub-divided into 100 ordinary shares of £0.01p each and the 1 authorised and issued ordinary share of £1.00 each registered in the name of Matthew Denman in the capital of the Company be subdivided into 100 ordinary shares of £0.01p each.

2 Ordinary Resolution

That the 98 authorised but unissued ordinary shares of £1.00 each in the capital of the Company be subdivided into 9,800 ordinary shares of £0.01p each.

3 Ordinary Resolution

That the authorised share capital of the Company be increased from £100 to £1,100 by the creation of an additional 100,000 ordinary shares of £0.01p each.

4 Ordinary Resolution

That the directors of the Company be and they are hereby generally and unconditionally authorised for the purpose of sections 80 of the Companies Act 1985 to allot, grant options over, offer or otherwise deal with or dispose of any relevant securities (within the meaning of section 80 of that Act) up to an aggregate nominal amount of £1,100 provided that this authority shall expire on the date five years from the date hereof unless renewed, varied or revoked by the Company in general meeting save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry.

5 Special Resolution

That the directors of the Company be and they are hereby empowered pursuant to section 95(1) of the Companies Act 1985 to allot equity securities (within the meaning of section 94(2) of that Act) pursuant to the authority conferred by the ordinary resolution numbered 5 above as if section 89(1) of that Act did not apply to such allotment provided that this power shall cease to have effect when the said authority is revoked or would, if not renewed, expire save that the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry.

6 Special Resolution

That the regulations set out in the document attached to these written resolutions and, for the purpose of identification, initialled by a director of the Company be adopted as the articles of association of the Company in substitution for all existing articles of association of the Company.

AGREEMENT

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

The undersigned, a person entitled to vote on the above resolutions on 13 July 2009 hereby irrevocably agrees to the Ordinary Resolutions and Special Resolutions:

Signed by:


.....

Print name:

Mark Hawkins

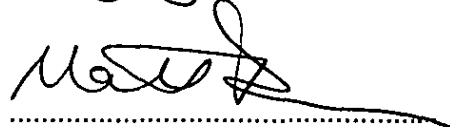
On behalf of: (leave blank if you are
signing on your own behalf))

.....

Date:

13 July 2009
.....

Signed by:


.....

Print name:

Matthew Denman

On behalf of: (leave blank if you are
signing on your own behalf))

.....

Date:

13 July 2009
.....

NOTES

- 1 You can choose to agree to all of the Ordinary Resolutions and Special Resolutions or none of them, but you cannot agree to only some of the resolutions. If you agree to all of the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- By hand: delivering the signed copy to Rhian Owen at Number One Pride Place, Pride Park, Derby, DE24 8QR.
- Post: returning the signed copy by post to Rhian Owen at Number One Pride Place, Pride Park, Derby, DE24 8QR.
- Fax: faxing the signed copy to 01332 202885 marked "For the attention of Rhian Owen".
- E-mail: by attaching a scanned copy of the signed document to an e-mail and sending it to rhian.owen@geldards.com.

If you do not agree to all of the resolutions, you do not need to do anything - you will not be deemed to agree if you fail to reply.

- 2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement.
- 3 Unless, by 14 July 2009, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the resolutions, please ensure that your agreement reaches us on or before this date.
- 4 If you are signing this document or sending an e-mail 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 or sending the e-mail (as the case may be). Please also include the name of the person on whose behalf you are signing where indicated in the signature box.

Company number: 06692615

THE COMPANIES ACTS 1985 TO 2006

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

HD DECISIONS LIMITED

(Adopted by Special Resolution on 13 July, 2009)

PRELIMINARY

1. The regulations contained in 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 1985, The Companies Act 1985 (Electronic Communications) Order 2000, The Companies (Tables A to F) (Amendment) Regulations 2007 and The Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied by these articles and such regulations (save as so excluded or varied) and these articles shall be the regulations of the Company.

2. In these articles, unless the contrary intention appears:

"Board" means the board of directors of the Company;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London;

"ICTA" means the Income and Corporation Taxes Act 1988;

"Relevant Agreement" means any agreement to which the Shareholders and the Company are party governing the relationship of the Shareholders in relation to the Company;

"Shareholders" means all the members of the Company from time to time;

"Shares" means the ordinary shares of £0.01p each in the capital of the Company;

"address", in relation to electronic communications, includes any number or address used for the purposes of such communications;

a reference to "electronic form" means that the notice in question is either (i) sent by electronic means (such as e-mail or fax); or (ii) is sent by any other means while in an electronic form (such as sending a disk by post);

a reference to "writing" shall include any mode of reproducing words in a legible and non-transitory form;

a person shall be deemed to be "connected" with another if that person is connected with that other within the meaning of section 839 of ICTA;

references to a "person" shall be construed so as to include any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality); and

words importing the singular number include the plural and vice-versa and words importing one gender include all genders.

headings to these articles are for convenience only and shall not affect construction.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these articles is £1,100 divided into 110,000 ordinary shares of £0.01p each.
4. Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide. Regulation 2 in Table A shall not apply to the Company.
5. Subject to the Act and to these articles, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may offer, allot, grant options over or otherwise dispose of them to such persons at such times for such consideration and generally on such terms and conditions as they may determine.
6. Subject to any direction to the contrary which may be given by the Company in general meeting, the directors are generally and unconditionally authorised for the purpose of section 80 of the Companies Act 1985 to allot, grant options over, offer or otherwise deal with or dispose of any relevant securities (within the meaning of section 80 of the Act) up to an aggregate nominal amount equal to the amount of the authorised but unissued share capital of the Company at the date of adoption of these articles provided that this authority shall expire on the date five years from the date of adoption of these articles unless renewed, varied or revoked by the Company in general meeting save that the directors may before such expiry make an offer or agreement which would or might require relevant securities to be offered after such expiry.
7. No shares shall be issued otherwise than to a member without the prior written consent of the members holding at least 90 percent of the voting rights.
8. Unless otherwise provided by the rights attaching to any shares, those rights shall be deemed to be varied by the reduction of the capital paid up on the shares and by the allotment of further shares ranking in priority for the payment of dividends or other distributions or in respect of capital or which confer on the holders voting rights more favourable than those conferred by such first mentioned shares, but shall not otherwise be deemed to be varied by the creation or issue of further shares.

LIEN

9. The lien conferred by regulation 8 in Table A shall extend to every share in the capital of the Company, whether fully paid or not, and to all shares registered in the name of any person whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies owing to the Company by the person or his estate either alone or jointly with any other person whether as a member or not and whether such monies are presently payable or not.
10. There shall be added after the first sentence of regulation 10 in Table A the sentence "The transferee shall not be bound to see to the application of the purchase money."

CALLS ON SHARES AND FORFEITURE

11. There shall be added to the end of the first sentence of regulation 18 in Table A the words "and any costs and expenses incurred by the directors as a result of such non payment".

TRANSFER OF SHARES

12. The instrument of transfer of a share which is not fully paid need not be executed by or on behalf of the transferee. Regulation 23 in Table A shall be varied accordingly.
13. No member shall sell, transfer, assign, pledge, charge or otherwise dispose of any share or any interest in any share other than:
 - (1) with the prior written consent of the other members holding at least 90 percent of the voting rights; or
 - (2) pursuant to article 16 or 17 following the service of a drag-along notice or a tag-along notice respectively.
14. Notwithstanding any other provision of these articles:
 - (1) no transfer of any share shall be registered unless the transferee executes a deed of adherence agreeing to be bound by any Relevant Agreement (if it is not already a party) in the form required by the Relevant Agreement; and
 - (2) no transfer of any share shall be made unless the entire legal and beneficial interest in such share is being transferred to the same person at the same time.

DRAG-ALONG AND TAG-ALONG

15. For the purposes of articles 16 to 18:

"Controlling Interest" means an Interest representing in aggregate more than 85% in nominal value of all the issued Shares from time to time;

"drag-along notice" has the meaning given to it in article 16;

"Fair Value" means the fair value of the Shares, as determined in accordance with article 31;

"Interest" has the meaning given to it in sections 820 to 825 of the Companies Act 2006;

"tag-along notice" has the meaning given to it in article 17; and

"Transfer Price" means an aggregate price per share equal to the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by the Buyer (as defined in article 16 or 17 (as the case may be)) or any person or persons connected with it or acting in concert with it for Shares at any time within the period of one year prior to and including the proposed date of completion of the transfer of shares which gives rise to the application of article 16 or 17, plus such further amount equal to any other consideration (in cash or otherwise) received or receivable per share by the Shareholder(s) who have transferred shares to the Buyer which, having regard to the substance of the transaction as a whole, can reasonably be regarded as forming part of the consideration paid or payable for such shares but, in the event that any member requests a determination of the Fair Value in accordance with article 19, shall mean the Fair Value (if higher).

16. If a person other than a member, either alone or together with a person or persons connected with it (and any person or persons acting in concert (within the meaning of the City Code on Takeovers and Mergers) with it or them), makes an offer or offers for Shares and receive(s) valid acceptances which would, on completion, result in such persons obtaining directly or indirectly Interests or rights which (when taken together with the existing Interests or rights (if any) of such person or persons) represent a Controlling Interest then, before the transfer is made, the proposed transferee(s) (the "Buyer") may serve notice (a **"drag-along notice"**) upon all the Shareholders (other than the Buyer if it is a member and the holders of the Shares in respect of which it received such valid acceptances) requiring them to sell their Shares to the Buyer (at the same time and, subject to article 18, on the same terms and conditions for each member) at a price per share not less than the Transfer Price. The Buyer shall be entitled to stipulate in the drag-along notice that its purchase of such Shares is conditional upon completion of the transfer of the Shares which gives rise to the application of this article 16. Following service of a drag-along notice, each Shareholder to whom it was addressed shall be bound (in return for payment in full of the Transfer Price (or any higher price specified in the drag-along notice)) to transfer its Shares to the Buyer by delivering to the Buyer an executed stock transfer form and the share certificate(s) in respect of its Shares, provided that no Shareholder shall be obliged to do so unless the Buyer completes the purchase of the Shares which gives rise to the application of this article 16 and all of the Shares the subject of a drag-along notice simultaneously. If any Shareholder makes default in so doing the Company may receive and give a good discharge in respect of the Transfer Price on behalf of the Shareholder concerned and the directors shall authorise some person to transfer the Shares of such Shareholder to the Buyer. The directors shall, subject to the share transfer being duly stamped, enter the name of the Buyer (or its nominee) in the register of members as the holder of such Shares and after any such entry has been made the validity of the transaction shall not be questioned by any person.
17. If a person other than a member, either alone or together with a person or persons connected with it (and any person or persons acting in concert (within the meaning of the City Code on Takeovers and Mergers) with it or them), makes an offer or offers for Shares and receive(s) valid acceptances which would, on completion, result in such persons obtaining directly or indirectly Interests or rights which (when taken together with the existing Interests or rights (if any) of such person or persons) represent a Controlling Interest then, before the transfer is made (and save in circumstances

where a drag-along notice is served in accordance with article 16), the proposed transferee(s) (the "**Buyer**") shall serve notice (a "**tag-along notice**") upon each Shareholder (other than the Buyer if it is a member and the holders of the Shares in respect of which it has received such valid acceptances), informing such Shareholder that it shall be entitled, by written notice to the Buyer within 10 Business Days of the date of service of the tag-along notice, to notify the Buyer that it requires the Buyer to purchase all of its Shares (at the same time and, subject to article 18, on the same terms and conditions as will apply in respect of the transfer of Shares which gives rise to the application of this article 17) at the Transfer Price. The Buyer shall not be obliged to purchase any Shares pursuant to this article 17 unless the transfer of Shares which gives rise to the application of this article 17 is completed simultaneously. Following service of a tag-along notice and notification by a Shareholder pursuant to this article 17, the Buyer shall be bound to purchase the Shares of such Shareholder for the Transfer Price following the delivery by such Shareholder of an executed stock transfer form and the share certificate(s) in relation to its Shares, provided that the Buyer shall not be obliged to do so unless the transfer of the Shares which gives rise to the application of this article 17 is completed simultaneously. The directors shall, subject to the share transfer being duly stamped, enter the name of the Buyer (or its nominee) in the register of members as the holder of such Shares and after any such entry has been made the validity of the transaction shall not be questioned by any person.

18. The terms of any transfer of Shares to be made pursuant to article 16 or 17 shall not require a member to give any warranties, representations, indemnities, covenants or other assurances in connection with the sale of shares to the Buyer other than warranties as to title to such member's own shares.

DETERMINATION OF FAIR VALUE

19. The Company shall or (in default of the Company so doing) any member may instruct the auditor of the Company from time to time (the "**Auditor**") or (in the event that the Auditor is not willing to carry out the determination):

- (1) such firm of chartered accountants as the members may agree in writing; or
- (2) failing agreement on the identity of the firm of chartered accountants such firm of chartered accountants as may be appointed for this purpose on the application of the Company or any member by the President for the time being of the Institute of Chartered Accountants in England and Wales,

(the "**Independent Accountants**") to determine the Fair Value in accordance with article 20. Within ten Business Days following the service of a drag-along notice or a tag-along notice pursuant to article 16 or 17 respectively, any member on whom such a notice is served may request a determination of the Fair Value and the Company shall or (in default of the Company so doing) that member may instruct the Auditor or Independent Accountants (as the case may be) to determine the Fair Value in accordance with article 20.

20. In determining the Fair Value, the Auditor or Independent Accountants (as the case may be) shall act on the following basis:

- (1) they shall act as experts and not as arbitrators;

- (2) their terms of reference shall be to determine an amount which in their opinion represents the fair market value of the shares the proposed sale of which gave rise to the application of article 16 or 17 (as the case may be) within 30 days of their being instructed and they shall proceed on the basis that:
- (a) there shall be no discount or premium by reason of the fact that the share in question may form part of a holding which represents a minority or majority interest in the Company;
 - (b) they shall assume there is a willing buyer and a willing seller for the share in question on an arm's length basis;
 - (c) they shall assume the sale is taking place on the date they were requested to determine the Fair Value;
 - (d) they shall be entitled to take into account the fact that any dividend or other distribution has been declared in respect of the share in question but remains unpaid and to take into account any record date set by the Company to establish who is entitled to such dividend or distribution; and
 - (e) otherwise they may take into account such other factors as they deem relevant to a proper valuation of shares in the Company;
- (3) the Company shall promptly provide the Auditor or Independent Accountants (as the case may be) with all information which they reasonably require and the Auditor or Independent Accountants (as the case may be) shall be entitled (to the extent they consider it appropriate) to base their opinion on such information and on the accounting and other records of the Company (and any subsidiaries of the Company from time to time);
- (4) their determination shall (in the absence of manifest error) be conclusive and shall be binding upon all the members; and
- (5) their costs shall be borne by the Company.

NOTICE OF GENERAL MEETINGS

21. Notice of every general meeting shall be given to all members (whether situated in the United Kingdom or not) other than any who, under the provisions of these articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company, to every director and also to the auditor or, if more than one, each of them. The last sentence of regulation 38 in Table A shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

22. The quorum at any general meeting of the Company or adjourned general meeting shall be two persons entitled to vote and present in person or by proxy. The second sentence of regulation 40 in Table A shall not apply to the Company.

VOTES OF MEMBERS

23. Subject to article 24, at a general meeting, but subject to any rights or restrictions attached to any shares, on a show of hands every member present in person or by proxy or (being a corporation) present by a duly authorised representative shall have one vote (provided that a proxy or representative who is also a member entitled to vote shall have one vote in total), and on a poll every member who is present in person or by proxy or (being a corporation) present by a duly authorized representative shall have one vote for every share of which he is the holder. Regulation 54 in Table A shall not apply to the Company.
24. In the event that any Shares shall become the subject of a Compulsory Transfer Notice, then until such time as such Shares are registered in the name of the purchaser(s), the holder of such Shares shall not be entitled to count in the quorum or vote at any general meeting of the Company. If this at any time leaves only one member entitled to count in the quorum at a general meeting of the Company, then until such time as such Shares are registered in the name of the purchaser(s), the quorum at any general meeting of the Company shall be one person present in person or by proxy.
25. Regulation 57 in Table A shall not apply to the Company.
26. The appointment of a proxy and (if required by the directors) any authority under which it is given or a copy of the authority, certified notarially or in some other way approved by the directors, may be notified to the Company at any time before the taking of the vote at the meeting or adjourned meeting at which the person named in the appointment proposes to act or, in case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an appointment of a proxy which is not so notified shall be invalid. Regulation 62 in Table A shall not apply to the Company.

NUMBER OF DIRECTORS

27. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be less than one and there shall be no maximum number of directors. Regulation 64 in Table A shall not apply to the Company.

ALTERNATE DIRECTORS

28. Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 in Table A shall not apply to the Company.
29. An alternate director shall be entitled to receive notice of, and copies of any papers circulated before or at and minutes of, all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence, but not to appoint an alternate. An alternate director who is absent or intending to be absent from the United Kingdom may specify an address to which notices may during his absence be sent. An alternate director shall not be entitled to receive remuneration from the Company for his services as an alternate director except for any part of the remuneration otherwise payable to his appointor which the appointor

by notice to the Company directs. Regulation 66 in Table A shall not apply to the Company.

30. An alternate director (in his capacity as such) shall be precluded from voting, counting in the quorum or attending any part of a meeting of the Board if the director who appointed him would have been so precluded.
31. Any person appointed as an alternate director shall vacate his office as an alternate director if the director by whom he has been appointed ceases to be a director or removes him or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office. Regulation 67 in Table A shall not apply to the Company.

DELEGATION OF DIRECTORS' POWERS

32. The directors may delegate any of their powers (with power to sub-delegate) to any committee consisting of such person or persons (whether directors or not) as they think fit. The first sentence of regulation 72 in Table A shall not apply to the Company and references in Table A and these articles to a committee of directors or to a director as a member of such a committee shall include a committee established under this article or such person or persons. The provisions of these articles which apply to proceedings of the Board shall, so far as they are capable of applying, apply also to proceedings of committees of the Board, and the last sentence of regulation 72 in Table A shall not apply to the Company.

APPOINTMENT AND RETIREMENT OF DIRECTORS

33. Each Shareholder holding Shares representing no less than 90% of the total number of shares in issue, shall be entitled to appoint one director and to remove such director and appoint another person to be a director in his place. Any such appointment or removal of a director shall be effected by a notice in writing signed or approved by the appointing Shareholder or on its behalf by a duly authorised representative and shall take effect, subject, in the case of an appointment, to the person to be appointed signing a consent to act upon notification to the Company.
34. Without prejudice to the powers conferred by any other article, any person may be appointed a director by the directors, either to fill a vacancy or as an additional director.
35. No shareholding qualification for directors shall be required.
36. Directors shall not be required to retire by rotation. Regulations 76 to 79 (inclusive) and the last sentence of regulation 84 in Table A shall not apply to the Company.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

37. The office of a director shall be vacated not only upon the happening of any of the events mentioned in regulation 81 in Table A but also if he is removed from office pursuant to these articles or becomes incapable by reason of illness or injury of managing and administering his property and affairs. Regulation 81 in Table A shall be varied accordingly.

DIRECTORS' GRATUITIES AND PENSIONS

- 38.

- (1) The powers of the directors mentioned in regulation 51 in Table A shall be exercisable as if the word "executive" (which appears before the word "office") were deleted.
- (2) Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

PROCEEDINGS OF DIRECTORS

39. In addition to the methods of notification specified in article 62 below, notice of a meeting of the directors may be given to a director verbally. A director absent or intending to be absent from the United Kingdom may specify an address to which notices may during his absence be sent. A director may waive notice of any meeting either prospectively or retrospectively. The third sentence of regulation 88 in Table A shall not apply to the Company.
40. The quorum at any meeting of the directors shall be two. If only one director is entitled to be counted towards the quorum by reason of a conflict of interest or duties then the quorum shall be one director provided that such director may vote in favour of an agreement, arrangement, transaction or course of action provided only that it is on arm's length terms or in the best interests of the Company. If within half an hour of the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the directors present shall be a quorum for the purpose only of calling a general meeting and adjourning the meeting of directors until immediately after that general meeting has been held. Regulation 89 in Table A shall be varied accordingly.
41. All or any of the members of the Board or any committee of the Board may participate in a meeting thereof by means of a conference telephone or by any other form of communication equipment (whether in use when these articles are adopted or not) or by a combination of those methods which allows all persons participating in the meeting to hear each other and, if they so wish, to address all of the other participating persons simultaneously. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.
42. The chairman of the meeting shall not be entitled to a second or casting vote and regulation 88 in Table A shall be varied accordingly.
43. A resolution in writing signed or approved by notice, letter, fax or in electronic form by a majority of the directors who would have been entitled to vote in respect of such resolution had it been proposed at a Board meeting or at a meeting of a committee of the Board shall be as valid and effectual as if it had been passed at a Board meeting or (as the case may be) a meeting of a committee of the Board duly convened and held and may consist of several documents each signed or approved (as the case may be) by one or more persons. A resolution of the Board or any committee of the

Board may be passed by accepting the vote of any director who is absent from the relevant meeting but who has communicated his vote by means of a resolution in writing signed or approved in accordance with this article and any such absent director shall be deemed to be present at the meeting and shall be counted in ascertaining whether a quorum is present. A resolution in writing signed or approved pursuant to this article by an alternate director need not also be signed or approved by his appointor and, if it is signed or approved by a director who has appointed an alternate director, it need not be signed or approved by the alternate director in that capacity. Regulation 93 in Table A shall not apply to the Company.

44. The words "of filling vacancies or" shall be omitted from regulation 90 in Table A.
45. No director shall be entitled to vote on or count in the quorum for the purposes of any resolution concerning a matter in which he has directly or indirectly an interest or duty which is material and which conflicts with the interests of the Company, PROVIDED THAT this article shall not apply to any matter if all the directors have a conflict in respect of such matter and PROVIDED FURTHER THAT, subject to article 46, such director shall still be entitled to receive notice of and attend and speak at any meeting of the Board at which a resolution is proposed on which, by virtue of this article, such director is not entitled to vote. Regulations 94 to 96 (inclusive) in Table A shall not apply to the Company.
46. A director shall not be entitled to attend and speak at such part of a meeting of the Board at which it is proposed to discuss or vote on any matter upon which he is not entitled to vote by virtue of article 45 if the disclosure to such director (or to the member who appointed him) of the specific commercial terms being discussed or voted upon could compromise the Company's ability to secure the most favourable commercial deal or where the information or proposals to be discussed or voted upon at the meeting directly relate to a dispute between the Company and such member or director.
47. A director may hold any other office or place of profit under the Company, other than that of auditor and of secretary if he be a sole director, at such remuneration and upon such terms as the directors may determine. Any director may act by himself or his firm in a professional capacity for the Company, other than as auditor, and he or his firm shall be entitled to remuneration for professional services as if he were not a director.
48. The directors shall be repaid by the Company any reasonable expenses they incur in attending and returning from meetings of the directors, or of committees of the directors, or general meetings, or which they may otherwise incur, whether in the United Kingdom or abroad, in or about the business of the Company.
49. Any Shareholder who has appointed a director pursuant to article 33 shall be entitled at any time to require the appointment of such director to any committee of the Board established in accordance with these articles.

NOTICES

50. Save where the Company has specified, or these articles specify, a particular method of delivery, any notice to be given to the Company pursuant to the articles may be:

- (1) delivered in hard copy or electronic form by hand or by post in a prepaid envelope to the Company's registered office or any other address specified for the purpose by the Company;
- (2) delivered in electronic form to an address specified for the purpose by the Company; or
- (3) delivered in any other manner which has been agreed by the Company.

51. Save where these articles specify a particular method of delivery and subject to any provision in these articles which permits any other method of delivery, any notice to be given by the Company or any other person to a recipient other than the Company pursuant to the articles may be:

- (1) handed to the intended recipient in hard copy or electronic form;
- (2) delivered in hard copy or electronic form by hand or by post in a prepaid envelope to any of the following addresses:
 - (a) to a person in his capacity as a member of the Company at his address as shown in the Company's register of members;
 - (b) to a person in his capacity as a director of the Company at his address as shown in the Company's register of directors;
 - (c) to any other address specified for the purpose by the intended recipient; or
 - (d) where the Company is unable to obtain an address falling within any of sub-paragraphs (a) to (c) to the intended recipient's last address known to the Company;
- (3) delivered in electronic form to an address specified for the purpose by the intended recipient;
- (4) subject to articles 52 and 53 below, delivered by means of publication on a website; or
- (5) delivered in any other manner which has been agreed by the intended recipient.

Notice given to any one of the joint holders of a share shall for all purposes be deemed a sufficient service on all the joint holders. Regulations 111 and 112 in Table A shall not apply to the Company.

52. A notice may be sent or supplied by the Company to a person by being made available on a website only if the person:

- (1) has agreed (generally or specifically) that the notice may be sent or supplied to him in that manner; or
- (2) is taken to have so agreed in accordance with paragraph 10 of schedule 5 of the Companies Act 2006

and has not revoked that agreement.

53. When the Company notifies a member of the presence of a notice of general meeting on the website, the notice must:

- (1) state that it concerns a notice of a company meeting; and
- (2) specify the place, date and time of the meeting.

The notice must be available on the website throughout the period beginning with the date of that notification and ending with the conclusion of the meeting.

54. Any document or information to be sent or supplied by the Company to a member of the Company pursuant to the Act may be sent or supplied by being made available on a website provided it is sent or supplied in accordance with part 4 of schedule 5 of the Companies Act 2006.

TIME OF SERVICE

55. Any notice sent by the Company, if sent by post, shall be deemed to have been served or delivered two Business Days after posting and, if sent by international registered airmail post, shall be deemed to have been served or delivered five Business Days after posting and, in proving such service, it shall be sufficient to prove that the notice was properly addressed, prepaid and posted. Any notice left at a registered address otherwise than by post, or sent by fax, electronic communication or other instantaneous means of transmission, shall be deemed to have been served when it was so left or sent and it shall be sufficient to prove that the notice was properly addressed and sent by such means. Regulation 115 in Table A shall not apply to the Company.
56. Any notice sent or supplied by means of a website shall be deemed to have been served when it was first made available on the website or, if later, when the intended recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

DOCUMENTS RELATING TO THE COMPANY

57. Save as may be required by law, the directors may at their discretion accept, authorise or approve a faxed or other machine made copy of any application, instrument, authority, consent, notice or other document produced to or served on the Company, the directors or the members.

JOINT HOLDERS

58. Anything to be agreed or specified in relation to documents or information to be sent or supplied to the joint holders of a share may be agreed or specified by any of the joint holders on behalf of all of them.

INDEMNITY AND OFFICERS INSURANCE

59. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director or officer may otherwise be entitled, every director or other officer of the Company shall be indemnified out of the assets of the Company against losses and liabilities which he incurs in connection with the performance of his duties as such,

save, in connection with any negligence, default, breach of duty or breach of trust by such director or officer in relation to the Company, in respect of:

- (1) any liability incurred to the Company or an associated company;
- (2) any liability to pay a fine imposed in criminal proceedings;
- (3) any liability to pay a sum to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature;
- (4) any liability incurred in defending any criminal proceedings in which such director or officer is convicted;
- (5) any liability incurred in defending any civil proceedings brought by the Company or an associated company, in which judgment is given against such director or officer; or
- (6) any liability incurred in connection with any application under sub-section 144(3) or 144(4) of the Companies Act 1985 or section 1157 of the Companies Act 2006, in which the court refuses to grant such director or officer relief.

In this article, "associated company" means any subsidiary or holding company of the Company, and any subsidiary of any such holding company and references in paragraphs (4), (5) and (6) to a conviction, judgment or refusal of relief is to one that has become final (within the meaning of section 234 of the Companies Act 2006).

Subject to the provisions of the Act, the directors may purchase and maintain insurance at the expense of the Company for the benefit of the directors or other officers of the Company (or any past directors or officers) against liability which attaches to them or loss or expenditure which they incur in relation to anything done or omitted or alleged to have been done or omitted by them as directors or officers.

60. Regulation 118 in Table A shall not apply to the Company.