

COMPANIES ACT 2006
ARDNAW FARMS LIMITED
Company Number SC127815
(the "Company")

THURSDAY



Written resolution of the Company pursuant to chapter 2 of part 13 of the Companies Act 2006 (the "Act") proposed by the directors of the Company as a special resolution as detailed below:-

Special Resolution

"That: -

- (1) the authorised share capital of the company be and is redesignated from £2,000 divided into 2,000 "A" Ordinary Shares of £1 each to £2,000 divided into 200 "A" Ordinary Shares of £1 each and 1,800 "B" Ordinary Shares of £1 each, having rights and privileges and being subject to the restrictions set out in the Articles of Association of the Company as adopted by part 2 of this Resolution; and
- (2) The Regulations contained in the document submitted to each of the shareholders and attached to this Written Resolution, which, for the purposes of identification signed by the Chairman as relative to this paragraph of the Resolution be and are hereby approved and adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.

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

We, the undersigned being entitled to vote in the Resolution hereby irrevocably agree to the Resolution: -

<u>Name of Member</u>	DUNCAN HENRY ROGERS
<u>Signed</u>	<i>Duncan H. Rogers</i>
<u>Dated</u>	5 th February 2012
<u>Name of Member</u>	DOROTHEE ROGERS
<u>Signed</u>	<i>Dorothee Rogers</i>
<u>Dated</u>	5.2.2012
<u>Name of Member</u>	DUNCAN NORMAN ROGERS
<u>Signed</u>	<i>D Norman Rogers</i>
<u>Dated</u>	6.02.2012

Notes

1. If you agree with the Resolution, 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 Dallas McMillan, 70 West Regent Street, Glasgow
 - Post: returning the signed copy by post to Dallas McMillan, 70 West Regent Street, Glasgow
2. If you do not agree to the Resolution, 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 Resolution, you may not revoke your agreement.
3. Unless by 29th February 2012 sufficient agreement has been received for the Resolution to pass, it will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or during this date.
4. In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
5. If you are signing the 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.

James H. Rogers

THIS IS A LEGALLY BINDING DOCUMENT. AS A SHAREHOLDER, YOU SHOULD TAKE SEPARATE INDEPENDENT LEGAL ADVICE BEFORE ADOPTING THESE ARTICLES OF ASSOCIATION.

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

ARDNAW FARMS LIMITED

1. PRELIMINARY

- 1.1 In these Articles the following words bear the following meanings save where otherwise specified or the context otherwise requires:-

"the 2006 Act"	the Companies Act 2006;
"these Articles"	these articles of association of the Company as from time to time amended;
"the Company"	Corven Properties Limited;
"A Share"	an ordinary share of £1 in the capital of the Company designated as an A Share;
"B Share"	an ordinary share of £1 in the capital of the Company designated as a B Share;
"Model Articles"	the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI2008/3229) as amended prior to the date of adoption of these Articles;
"Sale"	means the sale of more than 50% of the issued share capital of the Company or the sale of a material part of the business and assets of the Company;
"Shares"	means shares of any class in the capital of the Company;
"the Statutes"	the 2006 Act and every other statute (including any orders, regulations or other subordinate legislation made thereunder) for the time being in force concerning companies and affecting the Company; and
"Valuer"	an umpire (acting as an expert and not as an arbiter) nominated by the Vendor and the other members or, in the event of disagreement as to nomination, appointed at the request of any such persons by the President for the time being of the Institute of Chartered Accountants for Scotland.

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles;
- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Save as expressly provided otherwise in this Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statutory in any statutory instrument or other subordinate legislation.
- 1.8 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 44, 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 1.9 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 1.10 Articles 31(a) to (d) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide".

2. SHARE CAPITAL / CLASS RIGHTS

- 2.1 The share capital of the Company at the date of adoption of these Articles is £2,000 divided into 200 A Shares of £1 each and 1,800 B Shares of £1 each.
- 2.2 The rights and restrictions attached to the respective classes of shares with regard to the following matters are: -

(A) As regards income:

- (i) The profits of the Company available for distribution and resolved to be distributed in respect of any financial year or other financial period of the Company shall be distributed by way of dividend to the holders of the A Shares and the holders of the B Shares (as if the A Shares and the B Shares constituted one class of shares) according to the amounts paid up or credited as paid up thereon.

(B) As regards capital:

On a return of capital on a winding up or otherwise, the assets of the Company available for distribution among the members shall be applied as follows:

- (i) first, in paying to the holders of the A Shares and the holders of the B Shares the amounts paid up or credited as paid up on such shares;
- (ii) next, in payment or making over to the holders of the A Shares and the holders of the B Shares the balance of such assets in proportion to the number of shares held by each of them.

In the event of a Sale, the proceeds of such Sale which are available for distribution shall be distributed to the holders of the A Shares and the B Shares in proportion to the number of shares held by each of them.

(C) As regards voting:

- (i) in any general meeting, on a show of hands every member who is present in person shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every A Share of which he is the holder; Provided that if at any meeting a holder of any shares of (A Shares) is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be pro tanto increased (fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present. The holders of B Shares shall not be entitled to receive notice of or to be present or vote either in person or by proxy at any meeting of the Company in respect of such shares.

3. ALLOTMENT OF SHARES

- 3.1 No shares in the Company shall be allotted nor any right to subscribe for or to convert any security into any shares in the Company shall be granted unless within one month before that allotment or grant (as the case may be) the holders of the A shares for the time being have consented in writing to that allotment or grant and its terms and to the identity of the proposed allottee or grantee.
- 3.2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) where the consent to that allotment of every shareholder has been obtained as required by these Articles and that allotment otherwise conforms to the requirements of these Articles.
- 3.3 Subject to article 14 and the remaining provisions of this article the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:
- (a) Offer or allot;
 - (b) Grant rights to subscribe for or to convert any security into; or
 - (c) Otherwise deal in, or dispose of,
- Any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.
- 3.4 The authority referred to in article 3.3:
- (a) shall be limited to a maximum nominal amount as may from time to time be authorised by the Company by ordinary resolution;
 - (b) shall only apply insofar as the Company has now, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
 - (c) may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

4. TRANSFER OF SHARES

- 4.1 The directors shall refuse to register any transfer of shares made in contradiction of the provisions of these Articles but shall not otherwise be entitled to refuse to register any transfer of shares.
- 4.2 Save in relation to the A Shares, where the holder of an A share is permitted to transfer A Shares (*pro rata* as nearly as may be to the respective numbers of A Shares held by the other holders of A Shares) freely and without restriction and at par value, every member who desires to transfer any shares (hereinafter called "the Vendor") shall give to the directors of the Company notice in writing of such desire (hereinafter called a "Transfer Notice") which notice shall specify the number of shares desired to be transferred and which shall be delivered to the directors at the registered office of the Company. Where the transfer notice is pursuant to these Articles, deemed to have been given it is referred to as a "Deemed Transfer Notice". Transfer Notices shall constitute the directors as the Vendor's agent for the sale of the shares specified therein (or the subject thereof) (hereinafter called "the Sale Shares") at the Sale Price (as hereinafter defined)
- 4.3 For the purposes of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as the transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.
- 4.4 **Mandatory offer on insolvency and other events**
- In the event of a member:-

- 4.4.1 being an individual, becoming bankrupt, or entering into a voluntary arrangement with his creditors; or
- 4.4.2 ceasing to trade or becoming unable to pay its debts for the purposes of Section 123 of the Insolvency Act 1986; or
- 4.4.3 calling a meeting of its creditors or making an arrangement with or compounding with its creditors; or
- 4.4.4 entering into a liquidation (other than for the purposes of a voluntary, solvent reconstruction or amalgamation); or
- 4.4.5 having an encumbrancer take possession or a judicial factor or receiver or administrative receiver or manager or administrator appointed (other than where such possession or appointment is discharged within 14 days of being effected) over all or any material part of its assets; or
- 4.4.6 attempting to deal with or dispose of any share in the Company or any interest in it otherwise than in accordance with these Articles; or
- 4.4.7 having any equivalent action taken in any jurisdiction; or
- 4.4.8 dying or becoming otherwise incapacitated,

unless the other members in their absolute discretion determine otherwise then that member shall be deemed to have served forthwith upon the happening of such event a Transfer Notice in relation to all the shares held by him. In the event of such member or any other such member (or their respective executors or representatives) being entitled to receive any shares by virtue of his holding any rights or interests to acquire shares in the Company, then upon his or their (or his or their respective executors or representatives) receiving any shares pursuant to any such rights or interests he or they (or his or their respective executors or representatives) shall be deemed forthwith to have served a Transfer Notice in relation to all the shares issued or transferred to him or them (or his or their respective executors or representatives) pursuant to such rights or interests.

4.5 **Calculation of the Sale Price**

The Sale Price shall be the price agreed by the Vendor and the other members. If the Vendor and the other members are unable to agree a price within 21 days of the Transfer Notice or Deemed Transfer Notice being given or being deemed to have been given, the Sale Price will instead be the price which the Valuer shall certify to be in his opinion a fair value thereof.

In arriving at his opinion the Valuer will value the shares on a going concern basis as between a willing seller and a willing buyer on an arms length basis and on the assumption that the Sale Shares are capable of transfer without restriction. The value of the Sale Shares shall not be enhanced or discounted on account of their representing a majority or minority (respectively) interest in the share capital of the Company nor discounted by virtue of being unquoted. The Valuer shall also take into account any *bona fide* offer from a third party to purchase any holdings the subject of a Transfer Notice. The decision of the Valuer as to the Sale Price shall be final and binding and, subject to Article 4.6, his costs shall be borne as to one half by the Vendor and as to the other half by the other members (*pro rata* to the number of Sale Shares purchased by them (if any)) unless no Sale Shares are purchased by the members in which case the entire costs of the Valuer shall be borne by the Vendor. The Valuer shall notify the Company in writing of his decision and the Company shall, upon receiving such written notification, copy the same to the Vendor and to the other members.

4.6 **Rights of Vendor**

A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition ("a **Total Transfer Condition**") that unless all the shares comprised therein are sold by the Company pursuant to this Article 4 then none shall be sold. Any such provision shall be binding on the Company.

The Vendor shall be entitled, by notice in writing given to the Company within ten days of the service upon him of a copy of the written notification of the Valuer's decision regarding the Sale Price, to cancel the Transfer Notice unless the shares are to be sold pursuant to a Deemed Transfer Notice. If the Vendor cancels the Transfer Notice the Vendor shall bear the cost of obtaining the Valuer's determination regarding the Sale Price. Save as provided by the foregoing provisions of this Article 4.6, a Transfer Notice and Deemed Transfer Notice shall not be capable of being cancelled or otherwise withdrawn unless all of the members, other than the Vendor, otherwise agree.

4.7 **Pre-emptive offers - General**

Unless the Vendor validly cancels the Transfer Notice the Sale Shares shall be offered for sale as set out below once the Sale Price is determined. All offers made by the Company shall give details of the number and Sale Price of the Sale Shares.

4.8 **The Offers**

As soon as Sale Shares become available they shall be forthwith offered for sale by the Company to the following persons in the following order:-

(FIRST OFFER) (i) if the Sale Shares are A Shares, to the holders of A Shares (other than the Vendor), *pro rata* as nearly as may be to the respective numbers of A Shares held by such members (ii) if the Sale Shares are B Shares, to the holders of shares (other than the Vendor), *pro rata* as nearly as may be to the respective numbers of shares held by such members (but only to the extent that shares held by those members are not at the time of the offer subject to a Transfer Notice or Deemed Transfer Notice) ("**the First Offer**");

(SECOND OFFER) if at the end of the period in which the First Offer remains open there are any Sale Shares which have not been accepted pursuant to the First Offer, such shares irrespective of class shall be offered again to all members *pro rata* as nearly as may be to the respective numbers of shares held by such members.

Thereafter, the Company shall continue to make offers ("**the Subsequent Offers**") on the same terms while any member continues to state in writing his willingness to purchase all shares offered to him.

Any offer made under this Article 4.8 will invite the relevant person(s) to state in writing the number of the shares offered to them which they wish to purchase and will remain open for a period of 21 days.

4.9 **Transfer procedure for pre-emptive offers**

If the Company finds purchasers for all or, in the case where there is no Total Transfer Condition, any of the Sale Shares under the terms of this Article 4, the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or, in the case where there is no Total Transfer Condition, such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor defaults in transferring Sale Shares the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall, subject to the Statutes and to the appropriate Stamp Duty having been paid on the transfers, enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them.

4.10 **Transfers free of pre-emption**

4.10.1 If the Company does not find purchasers for all, or in the case where there is no Total Transfer Condition, some of the Sale Shares under the terms of this Article 4 then the Vendor may at any time within 6 months after the expiry of the last offer made under Article 4.8 sell and transfer such of the Sale Shares as have not been so sold to any person at a price which is no less than the Sale Price and, the directors shall register any such transfer. However if the Sale Shares were the subject of a Total Transfer Condition such a sale may only be made of all the shares and not part only.

4.11 Effect of non-compliance

Any purported transfer of shares made otherwise than in accordance with the provisions of these Articles shall be void and have no effect unless all of the members (other than the transferor) shall have validly waived their rights in writing, and no such purported transfer shall be registered by the directors.

4.12 Prohibited Transfers

Notwithstanding any other provision of these Articles, no transfer of any share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or any person of unsound mind.

5. PROCEEDINGS AT GENERAL MEETINGS

5.1 No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise herein prescribed, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

5.2 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting shall be adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour of the time appointed for the adjourned meeting the meeting shall be dissolved.

5.3 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

5.4 Where a resolution is to be proposed as a written resolution and such written resolution is accepted by or on behalf of:

5.4.1 in the case of an ordinary resolution, over 50%; and

5.4.2 in the case of a special resolution, 75% or more

of the members who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed, such written resolution shall, subject always to the provisions of the Statutes from time to time, be valid, effectual and binding on all of the members of the Company. Any such written resolution may consist of several documents in materially the same form, each accepted by or on behalf of the requisite number of members. Acceptance of a written resolution shall be in terms of the procedure set out in section 296 of the 2006 Act. In the case of a corporation which is a member of the Company, acceptance (following section 296 of the 2006 Act) by a Director or its secretary or by a duly appointed and authorised attorney or representative shall be sufficient.

6. VOTES OF MEMBERS AND POLL VOTES

Subject to article 2.2 and any rights or restrictions attached to any shares and to any other provisions of these Articles, on a show of hands every member holding A Shares present in person or by proxy shall have one vote, and on a poll every member holding A Shares present in person or by proxy shall have one vote for every share of which he is the holder. The Chairman at any general meeting shall not be entitled to a casting vote.

7. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors shall be two.

8. ALTERNATE DIRECTORS

8.1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the

Company, but an alternate director counts as only one director in determining whether a quorum is present.

- 8.2 An alternate director is entitled to receive notice 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 appointor's absence. It is not necessary to give notice of such a meeting to an alternate director who is absent from the UK.
- 8.3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company.

9. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 9.1 No person shall be appointed a director at any general meeting unless:
 - 9.1.1 he is recommended by the directors; or
 - 9.1.2 not less than 14 or more than 35 clear days' before the date appointed for the meeting, notice executed by a member entitled to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person indicating his willingness to be appointed.
- 9.2 Not less than seven nor more than 28 clear days' before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.
- 9.3 The Company may by special resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 9.4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any maximum number of directors.

10. DIRECTORS' APPOINTMENTS AND INTERESTS

Subject to the provisions of the Statutes and these Articles, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.

11. PROCEEDINGS OF DIRECTORS

- 11.1 Any director or directors (or any alternate director in respect thereof) may participate in a meeting of the Company or of any committee thereof of which they (or, in the case of an alternate director, their appointor) are a member by conference telephone or similar electronic

communication equipment by means of which all the persons participating in such meeting can hear each other at the same time. Participation in a meeting in this manner shall be deemed to be presence in person at the meeting by such director or directors (or, where relevant, his/their alternate director) and such person shall be entitled to vote and be counted in the quorum.

- 11.2 The quorum necessary for the transaction of the business of the Board shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 11.3 The Chairman of any directors meeting shall not be entitled to a casting vote.

12. INTERESTS OF DIRECTORS

- 12.1 Subject to the provisions of the 2006 Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-

- 12.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

- 12.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

- 12.1.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

- 12.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

- 12.1.5 shall be entitled to vote and be counted in the quorum on any matter referred to in the foregoing paragraphs of this Article.

- 12.2 For the purposes of this Article:-

- 12.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

- 12.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

- 12.2.3 an interest of a person who is for any purpose of the 2006 Act (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

- 12.3 For the purposes of Section 175 of the 2006 Act ("S.175"), the Directors shall have the power to authorise any matter proposed to them in accordance with these Articles which would, if not so authorised, involve a breach of the duty of a Director under S.175 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company.

- 12.4 Any authorisation under Article 12.3 will be effective only if:-

- 12.4.1 the matter in question shall have been proposed for consideration at a meeting of the Directors, in accordance with the Board's normal procedures or in such other manner as the Directors may approve; and

- 12.4.2 any requirement as to the quorum at a meeting at which the matter is considered is met without counting the director in question or any other interested director and the matter was agreed to without their voting or would have been agreed to if their votes had not been counted.
- 12.5 Any authorisation of a matter under Article 12.3 may be given on such terms as the Directors may determine. Such authorisation may be given subject to any conditions or limitations the Directors impose, whether at the time of giving the authorisation or subsequently, but such authorisation is otherwise given to the fullest extent permitted. A Director shall comply with any obligations imposed upon him or undertakings given by him pursuant to such authorisation. The Directors may vary or terminate any such authorisation at any time.
- 12.6 Any authorisation of a matter pursuant to Article 12.3 shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.

13. INDEMNITY

- 13.1 Subject to the provisions of the Statutes, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a director or other officer of the Company or any company that is a trustee of an occupational pension scheme (as defined in section 235(6) of the 2006 Act) in the actual or purported execution and/or discharge of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs.
- 13.2 Subject to the provisions of the Statutes, 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 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 as directors or officers of the Company.

14. SHARE CERTIFICATES

Every share certificate shall be executed on behalf of the Company and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amounts or respective amounts paid up thereon.