

Company number SC177939

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

OF

ROSS-SHIRE ENGINEERING LIMITED
(the "Company")

DATE: 01/04/ 2015 (the "Circulations Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution (the "Resolution") is passed as a special resolution.

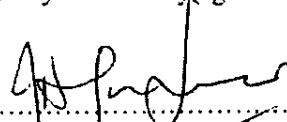
SPECIAL RESOLUTION

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


AGREEMENT

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

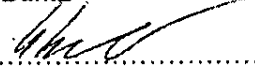
The undersigned, being the persons entitled to vote on the above resolution on the Circulation Date, hereby irrevocably agree to the Resolution:


.....
For and on behalf of
GEG (Process & Equipment) Limited

Date..... 01/04/15

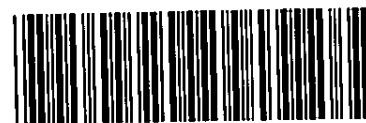

.....
Allan Dallas

Date..... 01/04/15


.....
Gary Grant

Date..... 01/04/15

THURSDAY



SCT 21/05/2015 #559
COMPANIES HOUSE

NOTES

1. If you agree to 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 Allan Dallas, 29 The Meadows, Muir of Ord, Ross Shire, IV6 7QL.
- **Post:** returning the signed copy by post to Allan Dallas, 29 The Meadows, Muir of Ord, Ross Shire, IV6 7QL.

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 28 days from and including the Circulation Date, sufficient agreement has been received for the Resolution to pass, they will lapse. If you agree to the Resolution, please ensure that your agreement reaches us before or on 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 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.

Company number SC177939

The Companies Acts 1985 and 2006

Private Company Limited by Shares

Articles of Association

of

Ross-shire Engineering Limited (the "Company")

1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

"Accepting Shareholder" has the meaning given in article 8.5;

"Act" means the Companies Act 2006;

"Acting in Concert" has the meaning given to it in the City Code on Takeovers and Mergers published by the Panel on Takeovers and Mergers (as amended from time to time);

"AD & GG's Directors" has the meaning as set out in the Shareholders' Agreement;

"appointor" has the meaning given in article 18.1;

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

"Auditor" has the meaning given in article 6.1.2;

"business day" means any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in the City of Inverness are generally open for business;

"Buyer" has the meaning given in article 8.1;

"Called Shareholders" has the meaning given in article 7.1;

"Called Shares" has the meaning given in article 7.1;

"certified value" has the meaning given in article 6.1.2;

"Completion Date" has the meaning given in article 7.5;

"Conflict" has the meaning given in article 14.1;

"Drag Along Notice" has the meaning given in article 7.2;

"Drag Along Option" has the meaning given in article 7.1;

"eligible director" means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter);

"Employee Member" means a person who is or has been a director and / or an employee of the Company or any of its subsidiaries;

"further offer" has the meaning given in article 6.1.6;

"further offer notice" has the meaning given in article 6.1.6;

"GEG" means GEG (Process & Equipment) Limited, a company incorporated in Scotland with registered number SC486008 and having its registered office at 13 Henderson Road, Inverness IV1 1SN;

"GEG's Directors" has the meaning as set out in the Shareholders' Agreement;

"Good Leaver" means a member who has: (a) died; (b) leaves employment as a result of permanent incapacity or illness which prevents the person from carrying out their normal duties as an employee and / or director; (c) retires at or after the normal retirement age; (d) is unfairly, wrongfully or constructively dismissed; or (e) such other circumstance which the directors agree in writing to treat as a Good Leaver event;

"initial offer" has the meaning given in article 6.1.3;

"Institute" means the Institute of Chartered Accountants of Scotland;

"Interested Director" has the meaning given in article 14.1;

"members" has the meaning given in article 6.1.3;

"Model Articles" means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

"NAV" means the price per share reported on by the Auditor (acting as expert and not as arbiter) following request by the Company, as their written opinion of the net asset value of the Company divided by the number of shares in the issued share capital of the Company for the time being;

"Offer" has the meaning given in article 8.2;

"offer notice" has the meaning given in article 6.1.4;

"Offer Notice" has the meaning given in article 8.3;

"Offer Shares" has the meaning given in article 8.3.4;

"Proposed Buyer" has the meaning given in article 7.1;

"Proposed Transfer" has the meaning given in article 8.1;

"Sale Date" has the meaning given in article 8.3;

"seller" has the meaning given in article 6.1.1;

"Sellers' Shares" has the meaning given in article 7.1;

"Shareholders' Agreement" means the shareholders' agreement among the Company, Allan Dallas, Gary Gordon Grant, and GEG dated on or around the date of adoption of these Articles;

"Specified Price" has the meaning given in article 8.2;

"Termination Date" means (a) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires; (b) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served; (c) where the Employee Member concerned is a director but not an employee, the date on which his contract for services with the Company is terminated; or (d) in any other case, the date on which the contract of employment is terminated;

"transfer notice" has the meaning set out in article 6.1.1; and

"transfer shares" has the meaning given in article 6.1.1.

- 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 in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.
- 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 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:
 - (a) any subordinate legislation from time to time made under it; and
 - (b) any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.6 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.
- 1.7 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles.

- 1.8 Articles 6(2), 7, 8, 9(1), 11(2) and (3), 13, 14(1), (2), (3) and (4), 16, 17, 26(5), 36, 43, 44(2), 50, 52 and 53 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)" before the words "properly incur".
- 1.10 Article 27(3) of the Model Articles shall be amended by the insertion of the words ", subject to article 10," after the word "But".
- 1.11 Article 29 of the Model Articles shall be amended by the insertion of the words ", or the name of any person(s) named as the transferee(s) in an instrument of transfer executed under article 28(2)," after the words "the transmittee's name".
- 1.12 Articles 31(1) (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 Name of the Company

The name of the Company is Ross-shire Engineering Limited.

3 Registered Office of the Company

The Company's registered office is to be situated in Scotland.

4 Liability of Members of the Company

The liability of the members of the Company is limited to the amount, if any, unpaid on the shares held by them.

5 Objects of the Company

The objects for which the Company is established is to carry on business as a general commercial company.

6 Transfer of Shares

- 6.1 The shares in the capital of the Company shall only be transferred in accordance with the provisions of this article:

- 6.1.1 a member (a "seller") wishing to transfer shares (the "transfer shares") shall give notice in writing (a "transfer notice") to the directors specifying the details of the proposed transfer including, the number of shares to be transferred, the price per share of the shares to be transferred and the identity (if any) of the proposed transferee;

- 6.1.2 if the directors do not agree to the price per share proposed, the seller and the directors shall endeavour to agree a price per share and if they fail to agree a price per share within 21 days of the transfer notice being served by the seller, a chartered accountant of at least 10 years' experience (the "Auditor") appointed by agreement between the seller and the directors, failing such agreement, appointed by the President of the Institute shall determine the certified value (the "certified value") of the transfer shares in accordance with articles 6.1.9 and 6.1.10 and give a notice in writing specifying such certified

value to the seller and the directors, at which time the seller shall be entitled to revoke the transfer notice by notice in writing given to the directors within seven business days of receipt of the notice specifying the certified value;

- 6.1.3 the transfer shares shall first be offered to the members of the Company other than the seller (the "members") in proportion to their existing holdings of shares (the "initial offer") at the price per share agreed by the seller and the directors or at the certified value;
- 6.1.4 the initial offer shall be made by written notice ("offer notice") from the directors specifying the number and price of the transfer shares and shall invite each member to state in writing within a period not being less than fifteen business days whether they are willing to accept any transfer shares and if so the maximum number of transfer shares they are willing to accept, which shall not be more than that offered to them;
- 6.1.5 at the expiration of the time specified for acceptance in the offer notice the directors shall allocate the transfer shares to or amongst the members who shall have notified to the directors their willingness to take any of the transfer shares but so that no member shall be obliged to take more than the maximum number of shares notified by him under article 6.1.4;
- 6.1.6 if any transfer shares remain unallocated after the initial offer the directors shall make a further offer ("further offer") in writing ("further offer notice") on the same terms as the initial offer to members who shall have expressed their willingness to purchase the transfer shares and if there is more than one member to whom this article applies then the further offer shall be pro rata to their existing holdings of shares;
- 6.1.7 at the expiration of the time specified for acceptance in the further offer notice the directors shall allocate the transfer shares to or amongst the members who shall have notified to the directors their willingness to take any of the transfer shares but so that no member shall be obliged to take more than the maximum number of shares notified by him under article 6.1.6;
- 6.1.8 if any transfer shares remain unallocated after the further offer, the directors shall be entitled to dispose of these transfer shares to such persons on such terms and in such manner as they think fit save that these transfer shares shall not be disposed of on terms which are more favourable to their transferees than the terms on which they were offered to the members;
- 6.1.9 in determining the certified value the Auditor shall rely on the following assumptions:
 - 6.1.9.1 the transfer shares shall be valued as on an arm's length basis between a willing seller and a willing buyer taking into account any offer made by a willing bona fide third party buyer for the share capital of the Company,
 - 6.1.9.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;

- 6.1.9.3 no reduced or additional value is attached to any holding of shares by virtue only of the holding comprising or after purchase conferring a majority or minority of the total issued share capital;
 - 6.1.9.4 the shares are sold free of all restrictions, liens, charges and other encumbrances;
 - 6.1.9.5 each share whatever its class has the same value corresponding to its proportion of the value of all the shares taken as a whole;
 - 6.1.9.6 the sale takes place on the date the Auditor was requested to determine the certified value; and
 - 6.1.9.7 the application in all other respects of principles and practices consistent with those customarily applied in the previous statutory accounts of the Company; and
 - 6.1.10 the Auditor's decision on certified value shall, save in the case of manifest error be final and binding on the seller and the directors.
- 6.2 If the Company finds a purchaser or purchasers for all or any of the transfer shares under the terms of article 6.1 the seller shall be bound upon receipt of the price payable for such shares to transfer the transfer shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such person or persons. If the seller defaults in transferring the transfer shares the Company shall if so required by the person or persons willing to purchase such transfer shares receive and give a good discharge for the purchase money on behalf of the seller and shall authorise an officer of the Company (or such other person as the Company may at its discretion consider appropriate) to execute transfers of the transfer shares in favour of the purchaser or purchasers and shall enter the names of the purchaser or purchasers in the Register of Members as the holder of such of the transfer shares as shall have been transferred to them.
- 6.3 If an Employee Member ceases to be a director or employee of the Company or any of its subsidiaries and does not continue in that capacity in relation to any of them, unless otherwise determined by the directors, a transfer notice shall be deemed to have been served on the relevant Termination Date in respect of all shares held by the Employee Member immediately before such cessation.
- 6.4 In the circumstances set out in article 6.3: (i) the price per share shall be determined in accordance with articles 6.1.1 and 6.1.2 except where the Employee Member is not a Good Leaver, in which case the price per share shall be the NAV; and (ii) a deemed transfer notice shall not be capable of being revoked in accordance with article 6.1.2.

7 Drag Along

- 7.1 If GEG wish to transfer all of their shares (the "Sellers' Shares") in one or a series of related transactions to a bona fide purchaser on arm's length terms (the "Proposed Buyer"), GEG may require all other Shareholders (the "Called Shareholders") to sell and transfer all their shares (the "Called Shares") to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this article (the "Drag Along Option").

- 7.2 GEG may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (the "Drag Along Notice") at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify:
- 7.2.1 that the Called Shareholders are required to transfer all their Called Shares pursuant to this article 7;
 - 7.2.2 the person to whom the Called Shares are to be transferred;
 - 7.2.3 the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares; and
 - 7.2.4 the proposed date of the transfer.
- 7.3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, GEG has not sold the Sellers' Shares to the Proposed Buyer within 20 Business Days of serving the Drag Along Notice. GEG may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 7.4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this article 7.
- 7.5 Completion of the sale of the Called Shares shall take place on the Completion Date. "Completion Date" means the date proposed for completion of the sale of the Sellers' Shares unless:
- 7.5.1 all of the Called Shareholders and GEG agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and GEG; or
 - 7.5.2 that date is less than 5 Business Days after the date on which the Drag Along Notice is served, in which case the Completion Date shall be the 10th Business Day after service of the Drag Along Notice.
- 7.6 The proposed sale of the Sellers' Shares by GEG to the Proposed Buyer is subject to the rights of pre-emption set out in article 6, but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 7.7 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 7.2.3 to the extent that the Proposed Buyer has put the Company in the requisite funds. The Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.
- 7.8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called

Shareholders shall have no further rights or obligations under this article 7 in respect of the relevant Called Shares.

- 7.9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with article 7.7) transfer(s) in respect of all of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by GEG to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this article 7.

8 Tag Along

- 8.1 The provisions of article 8.2 to article 8.6 shall apply if, in one or a series of related transactions, GEG propose to transfer all of their shares to a bona fide purchaser (the "Buyer") on arm's length terms (the "Proposed Transfer").
- 8.2 Before making a Proposed Transfer, GEG shall procure that the Buyer makes an offer (the "Offer") to the other Shareholders to purchase all of the shares held by them for a consideration in cash per share that is at least equal to the highest price per share offered or paid by the Buyer, or any person Acting in Concert with the Buyer, in the Proposed Transfer or in any related previous transaction in the 6 months preceding the date of the Proposed Transfer (the "Specified Price").
- 8.3 The Offer shall be made by written notice (the "Offer Notice"), at least 20 Business Days before the proposed sale date (the "Sale Date"). To the extent not described in any accompanying documents, the Offer Notice shall set out:
- 8.3.1 the identity of the Buyer;
 - 8.3.2 the purchase price and other terms and conditions of payment;
 - 8.3.3 the Sale Date; and
 - 8.3.4 the number of shares proposed to be purchased by the Buyer ("Offer Shares").
- 8.4 If the Buyer fails to make the Offer to all of the holders of shares in the Company in accordance with article 8.2 and article 8.3, GEG shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of shares effected in accordance with the Proposed Transfer.
- 8.5 If the Offer is accepted by any shareholder (the "Accepting Shareholder") in writing within 10 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders.
- 8.6 The Proposed Transfer is subject to the pre-emption provisions of article 6, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions.

9 Unanimous decisions

- 9.1 GEG may appoint a GEG Director as the chairman of the board of directors and in the event of an equality of votes at a meeting of the board of directors, the chairman shall have a casting vote.
- 9.2 Subject as otherwise provided in these Articles, the directors may participate in directors' meetings for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 9.3 All decisions of the directors must be taken at a meeting of directors or a meeting of a committee of the directors and shall be made only by resolution, and no such resolution shall be passed unless more votes are cast for it than against it. In the event of an equality of votes, the chairman shall have a casting vote at all meetings of the directors or a meeting of a committee of the directors.
- 9.4 If at any time at or before any meeting of the directors or of any committee of the directors, all the directors participating should request that the meeting be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to participate or for any other reason, which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted at that meeting after such a request has been made. No meeting of directors may be adjourned pursuant to this article more than once.
- 9.5 In the event that the number of AD & GG's Directors present at a meeting of the directors or a meeting of a committee of the directors is less than the number of GEG's Directors present at a meeting of the directors or a meeting of a committee of the directors then AD & GG's Directors present at a meeting of the directors or a meeting of a committee of the directors shall, subject always to the chairman's casting vote pursuant to article 9.1, have the same number votes on any matter as the GEG's Directors who are present at a meeting of the directors or a meeting of a committee of the directors and in the event that the number of GEG's Directors present at a meeting of the directors or a meeting of a committee of the directors is less than the number of AD & GG's Directors present at a meeting of the directors or a meeting of a committee of the directors then the GEG's Directors present at a meeting of the directors or a meeting of a committee of the directors shall, subject always to the chairman's casting vote pursuant to article 9.1, have the same number votes on any matter as AD & GG's Directors who are present at a meeting of the directors or a meeting of a committee of the directors.

9.6

10 Calling a directors' meeting

Any director may call a directors' meeting by giving not less than two business days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice.

11 Quorum for directors' meetings

The quorum for the transaction of business at a meeting of directors is any four eligible directors being two of the AD & GG's Directors and two of the GEG Directors.

12 Casting vote

If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting shall have a casting vote unless otherwise agreed in writing between the Shareholders.

13 Transactions or other arrangements with the Company

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

13.1.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

13.1.2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such contract or proposed contract in which he is interested;

13.1.3 shall be entitled to vote at a meeting of directors (or of a committee of the directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

13.1.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;

13.1.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

13.1.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

14 Directors' conflicts of interest

14.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any director which would, if not authorised, involve a director (an "Interested Director") breaching his duty under section 175 of the Act to avoid conflicts of interest ("Conflict").

14.2 Any authorisation under this article 14 will be effective only if:

14.2.1 to the extent permitted by the Act, the matter in question shall have been proposed by any director for consideration in the same way that any other

matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;

14.2.2 any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and

14.2.3 the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.

14.3 Any authorisation of a Conflict under this article 14 may (whether at the time of giving the authorisation or subsequently):

14.3.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;

14.3.2 provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;

14.3.3 provide that the Interested Director shall or shall not be an eligible director in respect of any future decision of the directors vote in relation to any resolution related to the Conflict;

14.3.4 impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;

14.3.5 provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise than through his position as a director of the Company) information that is confidential to a third party, he will not be obliged to disclose that information to the Company, or to use it in relation to the Company's affairs where to do so would amount to a breach of that confidence; and

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

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

14.5 The directors may revoke or vary such authorisation at any time, but this will not affect anything done by the Interested Director, prior to such revocation or variation, in accordance with the terms of such authorisation.

14.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person, the director is under no obligation to:

14.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or

14.6.2 use or apply any such information in performing his duties as a director,

where to do so would amount to a breach of that confidence.

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

15 Records of decisions to be kept

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

16 Number of directors

The number of directors shall not exceed eight and shall not be less than two.

17 Appointment of directors

In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

18 Appointment and removal of alternate directors

18.1 Any director ("appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:

18.1.1 exercise that director's powers; and

18.1.2 carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

18.2 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.

18.3 The notice must:

18.3.1 identify the proposed alternate; and

- 18.3.2 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.

19 Rights and responsibilities of alternate directors

- 19.1 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.

- 19.2 Except as the Articles specify otherwise, alternate directors:

- 19.2.1 are deemed for all purposes to be directors;
- 19.2.2 are liable for their own acts and omissions;
- 19.2.3 are subject to the same restrictions as their appointors; and
- 19.2.4 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.

- 19.3 A person who is an alternate director but not a director:

- 19.3.1 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);

- 19.3.2 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

- 19.3.3 shall not be counted as more than one director for the purposes of articles 19.3.1 and 19.3.2.

- 19.4 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.

- 19.5 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as his appointor but shall not be 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.

20 Termination of alternate directorship

- 18.1 An alternate director's appointment as an alternate terminates:

- 20.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

20.1.2 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;

20.1.3 on the death of the alternate's appointor; or

20.1.4 when the alternate's appointor's appointment as a director terminates.

21 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

22 Quorum for general meetings

The quorum for the transaction of business at a general meeting of the members of the Company shall be as prescribed by, and be constituted in accordance with, the terms of the Shareholders Agreement.

23 Poll votes

23.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

23.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

24 Proxies

24.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate".

24.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

25 Means of communication to be used

25.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

23.1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the

intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider);

- 23.2 if properly addressed and delivered by hand, when it was given or left at the appropriate address;
- 23.3 if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
- 23.4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 25.2 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.

26 Indemnity

- 26.1 Subject to article 26.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- 26.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- 26.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

- 26.1.1.2 in relation to the Company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment 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, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

- 24.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 26.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

- 26.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 26.3 In this article:

26.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate; and

26.3.2 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.

27 Insurance

27.1 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.

27.2 In this article:

27.2.1 a "relevant officer" means any 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;

27.2.2 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

27.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.