

Company Number: SC258848

COMPANIES HOUSE FILING COPY

WRITTEN RESOLUTION

of

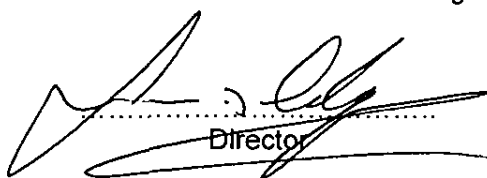
ABERCORN ELECTRONICS LTD

Passed: 7 MARCH 2012

By written resolution passed by the sole member of Abercorn Electronics Ltd (the "Company") on the 7th day of March 2012, the following resolution was approved and adopted pursuant to Sections 288 to 300 inclusive of the Companies Act 2006:

SPECIAL RESOLUTION:

1. *"That the £100 authorised and issued share capital of the Company being made up of 100 issued Ordinary shares of £1.00 each be and is hereby re-designated into 90 issued 'A' Ordinary shares of £1.00 each and 10 'B' issued Ordinary shares of £1.00 each."*
2. *"THAT, subject to the passing of resolution 1 above, the Articles of Association in the form signed as relative hereto for the purposes of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association."*


Director



ARTICLES OF ASSOCIATION
of
ABERCORN ELECTRONICS LTD

(Adopted by written resolution on **7** March 2012)



Macdonald Henderson
SOLICITORS

Standard Buildings
94 Hope Street
Glasgow
G2 6PH

Our Ref: DBB/LH/A216.1

WARNING; SIGNING THIS DOCUMENT WILL MAKE YOU LEGALLY BOUND BY ITS TERMS.
YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING

TABLE OF CONTENTS

Clause		Page No.
1	PRELIMINARY	1
2	SHARE CAPITAL	2
3	DIVIDENDS	4
4	RETURN OF CAPITAL	4
5	VOTES	4
6	LIEN	4
7	PRE-EMPTION RIGHTS	5
8	PROCEEDINGS AT GENERAL MEETINGS.....	8
9	DIRECTORS	9
10	APPOINTMENT AND REMOVAL OF DIRECTORS	10
11	DISQUALIFICATION OF DIRECTORS	10
12	PROCEEDINGS OF DIRECTORS	10
13	ALTERNATE DIRECTORS.....	12
14	NOTICES	13
15	INDEMNITY AND INSURANCE	14

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
ABERCORN ELECTRONICS LTD

(Adopted by written resolution passed on 7 March 2012)

1. PRELIMINARY

1.1 In these Articles:

1.1.1 The model articles for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229) ("the Model Articles") shall apply to the Company save in so far as they are excluded or modified hereby and such Model Articles and the articles set out below shall be the Articles of Association of the Company ("the Articles").; and

1.1.2 In the Model Articles, the articles numbered 22, 55(3), 60(2), 26(5), 38, 41(1), 42, 44, 43, 25-27 (inclusive), 5, 17, 18, 19, 11, 9, 12, 14, 48, and 52 shall not apply to the Company.

1.2 In these Articles, unless the context requires otherwise, the following words and expressions shall have the meanings ascribed to them below:

"Act" means the Companies Act 2006 and every statutory modification or re-enactment thereof;

"Accountants" means the accountants of the Company from time to time;

"A Shares" means the 90 A Ordinary shares of £1.00 each in the capital of the Company;

"B Shares" means the 10 B Ordinary shares of £1.00 each in the capital of the Company;

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

"Business Day" means Mondays to Fridays inclusive except for days

which are bank or public holidays in Scotland;

“Companies Acts” means the Companies Act 2006 and any statutory amendments thereof;

“Independent Accountant” means an independent chartered accountant agreed in writing between the Board and the relevant proposing transferor provided that where the parties fail to agree the identity of the same in writing within seven days of the date of the relevant Transfer Notice then the independent chartered accountant shall be that person nominated (on the application of either the Board or the proposing transferor) for this purpose by the President for the time being of the Institute of Chartered Accountants in Scotland and who is willing to act;

“Shares” means the A Shares and the B Shares in the capital of the Company;

“Shareholders” means holders of Shares;

“Transfer Notice” has the meaning ascribed thereto in Article 7.4.

1.3 For the purposes of these Articles, a person is **“connected with”** another person if they are connected with one another within the meaning of section 839 of the Income and Corporation Taxes Act 1988.

1.4 References to persons shall include natural persons, bodies corporate, unincorporated associations, partnerships, joint ventures, trusts or other entities or organisations of any kind and in any jurisdiction, including (without limitation) government entities (or political subdivisions or agencies or instrumentalities thereof).

1.5 Reference to the singular includes a reference to the plural and *vice versa* and a reference to any gender includes a reference to all other genders.

2. SHARE CAPITAL

2.1 The share capital of the Company as at the date of the adoption of these Articles is £100 divided into 90 A Shares and 10 B Shares. The A Shares and B Shares shall

each constitute different classes of shares for the purposes of the Act, but, except as expressly provided in these Articles, the A Shares and the B Shares rank *pari passu* in all respects.

- 2.2 The Company is a private company and accordingly any invitation to the public to subscribe for any Shares or debentures of the Company is prohibited.
- 2.3 Subject always to the other provisions of these Articles, all Shares which the Directors propose to issue (whether such Shares are in existence at the date of adoption of these Articles or not) shall first be offered to the Shareholders in proportion as nearly as may be to the number of the existing Shares held by them respectively. The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the Shareholders who have, within the said period, accepted all the Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Shareholders. The foregoing provisions of this Article shall have effect subject to section 551 of the Act.
- 2.4 Subject to the provisions of these Articles and the Companies Act, the Company may:
 - 2.4.1 issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the directors may at the time of issue determine; and
 - 2.4.2 to the extent permitted by sections 687 and 692 of the Act, make a payment in respect of the redemption or purchase (respectively) of any of its own Shares (including any redeemable Shares) otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares.

3. **DIVIDENDS**

3.1 Subject to Article 3.2, any payment of dividends may be declared in respect of one class of the Shares and not another and may be declared at different rates on different classes of Shares in issue.

3.2 All dividends are expressed net and shall be paid in cash. Shares that are not fully paid shall for so long as they are partly paid only be entitled to receive a dividend in proportion to the amount actually paid up on such Shares, provided that the unpaid balance of any such dividend shall accrue and become payable upon the payment of the balance of the subscription price due on such Shares.

4. **RETURN OF CAPITAL**

Save as otherwise required by law, on a return of assets on liquidation or capital reduction or otherwise the assets of the Company remaining after the payments of its liabilities shall be distributed to the holders of the Shares in proportion to their respective holdings of Shares provided that Shares that are not fully paid shall be entitled to fully participate in such distribution on a *pro rata* basis only following payment of the balance of the subscription monies due thereon, failing which such Shareholder(s) shall only be entitled to receive payment from such remaining assets per Share in proportion to the amount actually paid up on such Shares.

5. **VOTES**

Voting on a show of hands shall not be competent and all votes and decisions shall be taken by a poll. Subject to any rights or restrictions attached to any Shares and to the provisions of this Article 5, on a poll every holder of Shares present in person or by a representative duly authorised in accordance with the Companies Acts or by proxy shall have one vote for every Share of which he or it is the holder.

6. **LIEN**

The lien conferred by Article 52 of the Model Articles shall also attach to fully paid up Shares registered in the name of any person indebted or under liability to the Company whether it shall be the sole registered holder thereof or shall be one of two or more joint holders.

7. **PRE-EMPTION RIGHTS**

7.1 The following provisions shall apply to any transfer of Shares.

7.2 No Shareholder may transfer any Shares or any interest in Shares unless pursuant to the provisions of this Article 7.

7.3 References in this Article 7 to the transfer of any Shares shall be construed as including reference to the sale or other parting with the beneficial ownership of such Share whether by transfer, renunciation of a renounceable letter of allotment or otherwise.

7.4 If at any time a Shareholder shall desire to transfer any Shares registered in his name he shall serve the Company with a notice of his desire (hereinafter called a "**Transfer Notice**") specifying the Shares which he desires to transfer and the proposed transferee(s) (if any) and subject as provided in Article 7.6, Article 7.7.1, Article 7.9.2, such notice shall be irrevocable and shall constitute the Company his agent to sell such Shares. Upon receipt of a Transfer Notice, the Company and the proposing transferor shall use all reasonable endeavours to agree the price to be paid for the Shares that are the subject of the Transfer Notice pursuant to the procedure set out in Clause 7.7. Once the price has been agreed or determined in terms of Clause 7.7. and the proposing transferor has not exercised his right of withdrawal in terms of Clause 7.7.1, the Transfer Notice shall be amended to include the price as agreed or determined (the "**Adjusted Transfer Notice**").

7.5 In the event of any Transfer Notice becoming an Adjusted Transfer Notice, the Shares that are the subject of that Notice shall forthwith be offered in the first instance by the Company to the other Shareholders so that in the case of competition the Shares so offered shall be sold to the Shareholders accepting the offer in proportion (as nearly as may be and without increasing the number sold to any Shareholder beyond the number applied for by him) to their existing holdings of Shares, and, if and to the extent to which the Shareholders shall not accept (or is deemed not to have accepted) such offer, such Shares shall be dealt with as provided by Article 7.9 below.

7.6 Any offer under Article 7.5 hereof shall be in writing specifying the price of the Shares described therein as confirmed in the Adjusted Transfer Notice and such offer shall be open for acceptance for a period of 30 days from service of such offer. Acceptances shall be notified in writing to the Company stating how many Shares the Shareholder making such acceptance desires to take (if any). If such offer shall

not be accepted in whole or in part within the 30 day period it shall be deemed to have been refused.

7.7 The price specified in a Transfer Notice (and Adjusted Transfer Notice) shall be such price as shall be agreed between the directors and the proposing transferor, or failing such agreement within 30 days of the date of service of the Transfer Notice, the matter may be referred to an Independent Accountant by either the Board or the proposing transferor in which case the Independent Accountant shall be asked to determine the fair value of such Shares as between a willing seller and a willing buyer ("**fair value**").

7.7.1 Where the fair value of such Shares is determined by an Independent Accountant as aforesaid, such fair value shall be notified in writing to the proposed transferor, who shall be entitled during the period of fourteen days immediately following receipt of such notification to withdraw his Transfer Notice which, if so withdrawn, shall be deemed for all the purposes of this Article 7 never to have been served.

7.7.2 The Independent Accountant appointed in terms hereof shall be regarded as an expert and not an arbiter and his decision shall be final and binding on all parties concerned. The fees and expenses of such Independent Accountant in connection with such determination shall be borne as to one-half by the proposing transferor and as to the other half by the purchaser(s) of the Shares concerned in proportion to the number of the Shares purchased by them respectively, provided that if the proposing transferor exercises his right pursuant to this Article 7 to withdraw his Transfer Notice, he shall be liable for payment of the whole of such fees and expenses.

7.8 If and to the extent to which any offer is accepted, the Shareholder in respect of whose Shares the offer is made shall be bound upon demand and in exchange for payment of the relevant consideration to transfer the Shares accepted and the Shareholder accepting the offer shall be bound upon demand to pay for the Shares so accepted at the price specified in the Adjusted Transfer Notice.

7.9 Any Shares described in a Transfer Notice which under the provisions of Article 7.5 hereof are to be dealt with under this Article 7.9 shall be dealt with as follows:

7.9.1 The Directors may, subject as provided in Article 7.9.2, direct that all or any of such Shares be transferred at a price not lower than the price

specified in the Adjusted Transfer Notice to the Company (subject to the provisions of the Companies Acts and these Articles) which failing, to any person willing to purchase the same whom in the opinion of the Directors (excluding for this purpose the relevant proposed transferor) acting reasonably, it is desirable to admit to membership of the Company and such Shares shall be transferred accordingly. The provisions of Article 7.8 hereof shall apply *mutatis mutandis* to any such transfer.

7.9.2 Subject to transfer not having taken place pursuant to Article 7.9.1, if the Company shall within three months after being served with a Transfer Notice give notice in writing to the proposing transferor that it has found a Shareholder or Shareholders willing to purchase some but not all of such Shares at a price not less than the price specified in the Adjusted Transfer Notice, the proposing transferor may within fourteen days of receipt of such notice give a counter notice in writing to the Company withdrawing the Transfer Notice, but, if the Company shall within such three months give notice in writing to the proposing transferor that it has found a Shareholder or Shareholders willing to purchase all such Shares at a price not less than the price specified in the Adjusted Transfer Notice or if no such counter notice shall be given by the proposing transferor within the aforesaid period, the proposing transferor shall be bound, upon payment of the price specified in the relevant offer, to transfer so many of such Shares as the Company shall have found a purchaser for as aforesaid to the purchaser or purchasers.

7.9.3 If at the expiry of a period of three months from the date of service on the Company of a Transfer Notice no purchaser has been found for some or all of the Shares described in such notice, the Directors shall forthwith so notify the Shareholder serving such notice and such Shareholder shall at any time within three months of being so notified by the Directors be at liberty, subject to the identity of the third party having been approved by the Directors such approval not to be unreasonably withheld or delayed, and to the provisions of these Articles, to sell and transfer the Shares not purchased to a third party at a price not lower than the price agreed or determined in accordance with Article 7.7 hereof.

7.10 The Shareholders may if they all think fit agree in writing to waive the provisions of this Article 7 in any particular case.

- 7.11 If in any case a proposing transferor, after having become bound in terms of Article 7.8 hereof or Articles 7.9.1 and/or 7.9.2 hereof makes default in transferring any Shares, the Company may receive the purchase money and the directors shall nominate some person (which may be one of the directors) to execute an instrument or instruments of transfer of the Shares as agent and attorney for and in the name and on behalf of the proposing transferor and thereafter when such instrument or instruments have been duly stamped the Company shall cause the name of the purchasing Shareholder or Shareholders to be entered in the register of members as the holder or holders of Shares and shall hold the purchase money in trust for the proposing transferor. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Shareholder or Shareholders and after his or their names have been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person. It shall be no impediment to the registration of Shares under this Article 7.11 that no share certificate has been produced by the transferor.

8. PROCEEDINGS AT GENERAL MEETINGS

- 8.1 Any general meeting may be convened at or adjourned to more than one place. If a meeting or adjourned meeting is convened at or adjourned to more than one place, the notice of that meeting shall specify the place at which the chairman of the meeting shall preside (the "**Specified Place**") and the directors shall make arrangements for simultaneous attendance and participation at other places by Shareholders, provided that persons attending at any particular place shall be able to see, hear and be heard (whether by video links or otherwise howsoever enabling the same) by persons attending at the other places at which the meeting is convened. For the purposes of these Articles, the meeting shall be treated as being held at the Specified Place.
- 8.2 No business shall be transacted at any meeting unless a quorum is present.
- 8.3 One Shareholder present in person or by proxy (or, if a corporation, by representative) shall be a quorum for all purposes.
- 8.4 A resolution put to the vote of a meeting shall be decided on a poll and not on a show of hands.
- 8.5 The chairman at any general meeting shall be the Chairman of the Board from time to time.

8.6 A resolution in writing signed by or on behalf of all the Shareholders of the Company entitled to receive notice of and attend and vote at a general meeting or by their duly appointed proxies or attorneys:

8.6.1 shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held;

8.6.2 such resolution in writing may be contained in one document or in several documents in the same terms each signed by or on behalf of one or more of the Shareholders or their proxies or attorneys; and

8.6.3 the signature in the case of a body corporate which is a Shareholder shall be sufficient if made by a director thereof or by its duly authorised representative.

8.7 Whenever the capital of the Company is divided into different classes of shares all provisions applicable to general meetings of the Company or to the proceedings there at shall mutatis mutandis apply to any separate meeting of the holders of shares of any class.

9. DIRECTORS

9.1 The number of directors shall be determined by the Company in general meeting but unless and until so determined the minimum number of directors shall be one and there shall be no maximum number of directors.

9.2 A director or alternate director shall not require any share qualification but any director who is not a Shareholder of the Company shall nevertheless be entitled to receive notices of and attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of Shares of the Company.

9.3 A person may be appointed a director notwithstanding that he shall have attained the age of seventy years or any other age and no director shall be liable to vacate office by reason of his attaining that or any other age nor shall special notice be required of any resolution appointing or approving the appointment of such director or any notice be required to state the age of the person to whom such resolution relates.

10. **APPOINTMENT AND REMOVAL OF DIRECTORS**

- 10.1 The directors may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove any one of their number provided that the appointment or removal does not cause the number of directors to exceed or fall below any number fixed by or in accordance with the Articles as the maximum and minimum number of directors.
- 10.2 No director shall be required to retire by rotation.
- 10.3 The directors shall be entitled to such remuneration as may be determined by the Board from time to time. Unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

11. **DISQUALIFICATION OF DIRECTORS**

The office of a director shall be vacated in any of the following events:

- 11.1 if he resigns his office by notice in writing to the Company; or
- 11.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 11.3 if in the opinion of an independent GP he has suffered a serious and enduring mental incapacity and has no realistic prospects of recovery within 6 months; or
- 11.4 if he ceases to be a director by virtue of any provision of the Companies Acts or he becomes prohibited by law from being a director; or
- 11.5 if he is absent from meetings of the Board for six successive months without leave and his alternate director (if any) shall not during such period have attended in his stead and the directors resolve that his office be vacated; or
- 11.6 if he shall be removed from office under the provisions of Article 10.

12. **PROCEEDINGS OF DIRECTORS**

- 12.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.
- 12.2 A director may, and the secretary at the request of a director shall, call a meeting of the directors.

- 12.3 Notice (specifying the nature of the business to be discussed) of every meeting of directors shall be given to each director and his alternate director (if one is appointed), including directors and alternate directors who are absent from the United Kingdom and have given the Company their addresses outside the United Kingdom. Directors who are absent from the United Kingdom shall be entitled to receive reasonable notice of every meeting. Notice of a meeting of directors or a committee of the Board shall not be required if all the directors or all the members of that committee are present at the meeting.
- 12.4 Without prejudice to Article 12.1, a meeting of the Board or of a committee of the Board may consist of a conference between or among directors who are not all in one place, but who are able (directly or by telephone or other communication equipment) to speak to each other, and to be heard by each other simultaneously. A director taking part in such a conference shall be deemed to be present at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is. The word "**meeting**" in these Articles shall be construed accordingly.
- 12.5 The quorum necessary for the transaction of the business of the directors shall be **one**. An alternate director who is not himself a director may if his appointor is not present be counted towards the quorum.
- 12.6 The directors may appoint one of their number to be the chairman of the board of directors. The directors may remove him at any time from that office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if there is no director holding that office, or if the director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the directors present may appoint one of their number to be chairman of the meeting.
- 12.7 A resolution of the Board shall not be validly passed and shall not be binding on the Company or its Shareholders unless it is carried by all of the directors present in person or by their respective alternate.
- 12.8 A director who is also an alternate director shall be entitled in that capacity to an additional vote in addition to the vote to which he is already entitled as a director.

12.9 A resolution signed in writing by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened in the like form each signed by one or more directors but a resolution signed by an alternate director need not also be signed by his appointor and if it is signed by a director who has appointed an alternate director it need not be signed by the alternate director in that capacity.

12.10 A director who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company:

12.10.1 shall declare the nature of his interest at a meeting of the directors in accordance with section 177 of the Act; and

12.10.2 subject to such disclosure and the approval of all of the other directors present at the meeting shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present.

13. **ALTERNATE DIRECTORS**

13.1 Any director may at any time by writing under his hand and deposited at the office or delivered at a meeting of the directors appoint any person (including another director) to be his alternate director and may in like manner at any time terminate such appointment.

13.2 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director.

13.3 An alternate director shall be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (and not his appointor) were a director.

13.4 If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, the signature of an

alternate director to any resolution in writing of the directors shall be as effective as the signature of his appointor.

- 13.5 To such extent as the directors may from time to time determine in relation to any committees of the directors the foregoing provisions of this Article 13 shall also apply *mutatis mutandis* to any meeting of such committee of which the appointor of an alternate director is a member.
- 13.6 An alternate director shall not (save as provided in this Article 15) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles but he shall be an officer of the Company and shall not be deemed to be the agent of the director appointing him.
- 13.7 An alternate director shall be entitled to contract and be interested in contracts or arrangements or transactions (subject to Article 12.10) and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

14. **NOTICES**

- 14.1 Any notice or other document may be served on or delivered to any Shareholder by the Company either personally, or by sending it by pre-paid registered post (air mail in the case of an address for service outside the United Kingdom) addressed to the Shareholder at his registered address or by electronic communication to an address provided by the Shareholder for this purpose, or by leaving it at his registered address addressed to the Shareholder, or by any other means authorised in writing by the Shareholder concerned.
- 14.2 In the case of joint holders of a share, service or delivery of any notice or other document on or to the joint holder whose name stands first in the register of members shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.
- 14.3 Any notice or other document if given personally shall be deemed served when delivered, if sent by registered post or electronic communication, shall be deemed to have been served or delivered 48 hours after posting to an address in the United

Kingdom or five days after posting to an address outside the United Kingdom, and if sent by fax it shall be deemed served when despatched. In proving such service or delivery, it shall be sufficient to prove that the notice or document was delivered to the address given for notice, or properly addressed, stamped and put in the post or, in the case of a fax, that such fax was duly despatched to a current fax number of the addressee or, in the case of an electronic communication, that electronic communication was sent in accordance with current guidance issued by the Institute of Chartered Secretaries and Administrators.

- 14.4 Any requirement in these Articles or in the Model Articles for any notice, resolution or other document to be signed by or on behalf of any person shall be deemed satisfied where a notice, resolution or other document is received with the signature of the relevant person reproduced thereon by means of facsimile copy if such signature is confirmed by receipt of the notice, resolution or document bearing the original signature in manuscript within 14 days of receipt of the reproduction or, if such notice, resolution or other document is sent by means of electronic communication, that electronic communication incorporates, or is logically associated with, an electronic signature used to establish its authenticity and/or integrity.

15. **INDEMNITY AND INSURANCE**

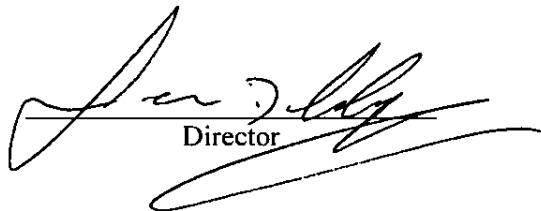
- 15.1 Subject to the provisions of the Companies Acts and Article 15.2 below, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in the execution or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office.

- 15.2 Article 15.1 shall not operate to provide an indemnity against any loss or liability incurred by a director:

15.2.1 to the Company or to any associated company (being, for the purposes of this Article 15.2, any subsidiary or holding company of the Company or any other subsidiary of a holding company of the Company); or

- 15.2.2 to pay any fine imposed in criminal proceedings or any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature; or
- 15.2.3 in defending any criminal proceedings in which he is convicted, in defending any civil proceedings brought by the Company, or any associated company, in which judgement is given against him, or in connection with any application under section 1157 of the Act in which the court refuses to grant him relief.
- 15.3 The directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or Accountants of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in connection with their duties, powers or offices in relation to the Company.

What is contained on this and the preceding fourteen pages is a print of the Articles of Association adopted pursuant to Special Resolution of the members of the Company dated the [7th] day of March Two Thousand and Twelve.


Director