

**The Companies Act 2006**  
**LEMON QUAY (THREE) LIMITED**  
**(Registered Number SC304232 )**  
**("Company")**


**INTIMATION OF WRITTEN RESOLUTION**  
**(being a Special Resolution)**

By the Written Resolution, proposed and passed in terms of Section 288(1) of the Companies Act 2006, the following Special Resolution was duly approved by the sole eligible member of the Company with effect from 5 July 2012:-

**"Special Resolution**

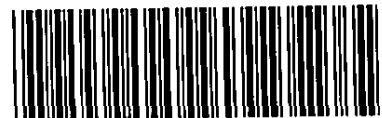
THAT the existing articles of association of the Company be and are hereby deleted and in substitution therefore the articles of association in the form of the print annexed to this Written Resolution be and are hereby adopted as the articles of association of the Company."

**DULY CERTIFIED.**

  
.....  
Director/Secretary

Date: 5 July 2012

FRIDAY



SCT      \*S1D2LX1C\*      #609  
13/07/2012  
COMPANIES HOUSE

Company Number: SC304232

The Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

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## ARTICLES OF ASSOCIATION

Lemon Quay (Three) Limited

Incorporated on 20<sup>th</sup> June 2006

Articles adopted by Special Resolution on 05/07/ 2012

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SEMPLE FRASER LLP  
Solicitors  
80 George Street  
EDINBURGH EH2 3BU  
Tel: 0131 273 3771  
Fax: 0131 273 3776

Ref:

THE COMPANIES ACT 2006  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

of

LEMON QUAY (THREE) LIMITED ("COMPANY")

1. DEFINITIONS

In these Articles of Association ("**Articles**"), unless otherwise specified or the context otherwise requires:-

- 1.1 "and" and "or" shall mean "and/or";
- 1.2 The "2006 Act" means the Companies Act 2006 or any modification or re-enactment of the 2006 Act in force at the date of incorporation of the Company or at the date of adoption of these Articles (whichever shall be the later);
- 1.3 "the Companies Acts" has the meaning ascribed to it in Section 2 of the 2006 Act;
- 1.4 "appropriate rate" has the meaning ascribed to it in Section 592 of the 2006 Act;
- 1.5 "Associated Company" has the same meaning as "group undertaking" in Section 1161(5) of the 2006 Act;
- 1.6 "directors" means the directors of the Company from time to time;
- 1.7 "electronic means" has the meaning ascribed to it in Section 1168(3)(a) of the 2006 Act;
- 1.8 "other" and "otherwise" are not to be construed *ejusdem generis* where a wider construction is possible;
- 1.9 "Model Articles" means the model articles of association for private companies limited by shares contained in Schedule 1 to the Companies (Model Articles) Regulations 2008 (SI 2008 No. 3229);
- 1.10 the word "person" is deemed to include any person or partnership or other body of persons, company, corporation or statutory body, whether incorporated or not incorporated, wherever formed, incorporated, resident or domiciled;
- 1.11 "Secretary" shall mean the secretary of the Company (if any) from time to time;
- 1.12 "securities" includes any fully, partly or nil paid or no par value share, stock, unit, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation;

- 1.13 any words and expressions used which are defined in the Companies Acts have the meanings given therein;
- 1.14 words importing the singular only shall include the plural and vice versa, words importing any gender shall include the other genders and words importing natural persons shall include corporations and vice versa; and
- 1.15 references to particular "Articles" are to Articles in these Articles.

## 2. CONSTITUTION

- 2.1 The Company is established as a private company within the meaning of Section 1 of the 2006 Act.
- 2.2 In accordance with and subject to the provisions of the Companies Acts, the Model Articles shall apply to the Company with the exception of Articles 9(2), 11(2), 13, 18, 21, 26(5), 38, 41(1), 44(4), 48(1), 48(2) and 52 and any other articles of the Model Articles which are inconsistent with the additions and modifications set out in these Articles.

## 3. SHARE CAPITAL

- 3.1 Unless the eligible members of the Company by special resolution resolve otherwise, the directors may not issue more than 1,000 shares, divided into 1,000 shares of £1 each.
- 3.2 Sections 561 and 562 of the 2006 Act shall not apply to the allotment of shares in the Company.
- 3.3 The Company may issue shares as nil, partly or fully paid.
- 3.4 The Company shall not be bound by, nor be compelled, in any way, to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided by these Articles or by law) any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder. However, the Company shall be entitled to accept and, in the case of acceptance, shall be entitled to record in such manner as it may think fit, notices of any trusts in respect of any shares.

## 4. SHARE CERTIFICATES

In Article 24(2)(c) of the Model Articles, after the words "fully paid" the words ", partly paid or nil paid (as applicable)" shall be inserted.

## 5. LIEN AND CALLS

- 5.1 Save as provide for under Article 16, the Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share and the Company shall also have a first and paramount lien on all shares standing registered in the name of a single person or in the name of any person jointly with another or others for all monies presently payable by him or any of them or his estate or their estates to the Company. The directors may at any time declare any share to be wholly or in part exempt from the

provisions of this Article 5.1. The Company's lien on a share shall extend to any amount payable in respect of it.

- 5.2 The Company may sell in such manner as the directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the shares may be sold.
- 5.3 To give effect to a sale the directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 5.4 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.
- 5.5 Subject to the terms of allotment, the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 5.6 A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.
- 5.7 The joint holders of a share shall be liable jointly and severally to pay all calls in respect thereof.
- 5.8 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate but the directors may waive payment of the interest wholly or in part.
- 5.9 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.

- 5.10 Subject to the terms of allotment, the directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares.
- 5.11 If a call remains unpaid after it has become due and payable the directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited and all expenses that may have been incurred by the Company by reason of such non-payment.
- 5.12 If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 5.13 Subject to the provisions of the 2006 Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the directors may authorise some person to execute an instrument of transfer of the share to that person.
- 5.14 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate from the date of forfeiture until payment, but the directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 5.15 A statutory declaration by a director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.
6. TRANSFER OF SHARES
- 6.1 Subject to Article 6.2, the directors may, in their absolute discretion, decline to register any transfer of any share, whether or not it is a fully paid share and will provide a reason or reasons for the refusal to the proposed

transferee within three months of the date on which the Company received the instrument of transfer.

6.2 Notwithstanding anything otherwise provided in these Articles (whether by way of or in relation to pre-emption rights, restrictions on, or conditions applicable to, share transfers, or otherwise), the directors shall not decline to register any transfer of shares nor suspend registration thereof:

6.2.1 where such transfer is in favour of a bank, lender or other financial institution or any of their respective, duly authorised, nominees and the transfer is as contemplated by, or pursuant to, any pledge, mortgage, charge or other form of security or encumbrance created over shares ("**Share Security**") or any call or other share option granted in favour of the relevant bank, lender or financial institution; or

6.2.2 where such transfer is by or on behalf of a bank, lender or other financial institution or any of their respective, duly authorised, nominees in favour of any third party upon disposal or realisation of shares following the bank, lender or other financial institution having become entitled to exercise or enforce its rights in terms of any such Share Security: and a certificate by any officer of the bank, lender or financial institution that the relevant transfer is within Article 6.2.1 or 6.2.2 shall be conclusive evidence of that fact.

6.3 The transferor of a share shall be deemed to remain the holder of that share until the name of the transferee is entered in the register of members in respect of that share.

## 7. GENERAL MEETINGS AND RESOLUTIONS

7.1 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. If there is only one member of the Company, the quorum shall be one, otherwise, and save as herein otherwise provided, two members present in person or by proxy or, if corporations, by representatives duly authorised, shall be a quorum.

7.2 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case the meeting shall stand adjourned to such day and at such time and place as the directors may determine, and, if at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

7.3 A written resolution, as defined in Section 288(1) of the 2006 Act, shall lapse if not passed by members of the Company within the period of fourteen days beginning with the circulation date, as defined in Section 290 of the 2006 Act. In terms of Section 296 of the 2006 Act, agreement to a written resolution may be signified by the members or their duly appointed attorneys or representatives and, in the case of a corporate body which is a member, such agreement shall be sufficiently signified if made by one of its directors or its secretary, or by its duly appointed attorneys or representatives.

- 7.4 A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy or, if a corporation, by any representative duly authorised and entitled to vote. Article 44(2) of the Model Articles shall be construed accordingly.
- 7.5 Subject to the provisions of these Articles a member may participate in a meeting of the Company by means of conference telephone or similar communications equipment whereby all the members participating in the meeting can hear each other, and the members participating in a meeting in this manner shall be deemed to be present, in person, at such a meeting.
- 7.6 Subject to Article 7.9 and any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.
- 7.7 In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 7.8 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Registered Office, or at such other place as is specified in accordance with the articles for the deposit of instruments of proxy, 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 default the right to vote shall not be exercisable.
- 7.9 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid.
- 7.10 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid. Any objection made in due time shall be referred to the Chairman whose decision shall be final and conclusive.
- 7.11 On a poll votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.
- 7.12 The appointment of a proxy shall be executed by or on behalf of the appointor and shall be in the form approved by the Company and sent to the members with the notice of the meeting.



7.13 The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the directors may:-

7.13.1 in the case of an instrument in writing be deposited at the registered office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

7.13.2 in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications—

- (1) in the notice convening the meeting; or
- (2) in any instrument of proxy sent out by the Company in relation to the meeting; or
- (3) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting,

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote;

7.13.3 in the case of a poll taken more than 48 hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

7.13.4 where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid.

7.14 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Registered Office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

7.15 In Articles 7.13 and 7.14, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications.

8. DIRECTORS

- 8.1 Unless and until otherwise determined by ordinary resolution of the Company, the minimum number of directors shall be one and there shall be no maximum number. A sole director shall have all the power and authority vested in "the directors" in terms of these Articles.
- 8.2 The quorum for the transaction of the business of any meeting of the directors may be fixed by the directors and, unless so fixed at any other number, or there is only one director, shall be two directors. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 8.3 A director shall not be required to hold any shares of the Company in order to qualify for office as a director, but he shall be entitled to receive notice of (the failure to give such notice not affecting the validity of the meeting or any business conducted at it) and attend and speak at all general meetings of the Company or of any class of members of the Company.
- 8.4 A director who is in any way whether directly or indirectly interested in a contract or proposed contract or arrangement with the Company shall declare the nature of his interest at a meeting of the directors in accordance with Sections 177 and/or 182 of the 2006 Act (as appropriate). Subject to such disclosure, a director may vote in respect of any contract or proposed contract or arrangement in which he is interested and if he does so vote, his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any such contract or proposed contract or arrangement shall come before the directors for consideration and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. For the purposes of this Article:-
- 8.4.1 a general notice given 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; and
- 8.4.2 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.
- 8.5 The office of a director shall be vacated:-
- 8.5.1 if he becomes bankrupt or apparently insolvent or suspends payment of, or compounds with, his creditors;
- 8.5.2 if, in the opinion of an appropriately qualified and experienced medical practitioner, he becomes of unsound mind, or a compulsory patient for the purpose of any statute relating to mental health, or otherwise incapax;
- 8.5.3 if (not being a director holding executive office as such for a fixed term) he resigns his office by notice in writing to the Company;

- 8.5.4 if he is prohibited by law from being a director, or ceases to be a director by virtue of the Companies Acts;
- 8.5.5 if he shall have been absent for more than six months, without permission of the directors, from meetings of the directors held during that period and the directors resolve that his office be vacated.
- 8.6 The directors shall have power at any time, and from time to time, to appoint any person to be a director of the Company either to fill a casual vacancy or as an addition to the existing directors.
- 8.7 The directors may repay to any director all such reasonable expenses as he may properly incur in attending and returning from meetings of the directors or of any committee of the directors or general meetings of the Company or any class of members of the Company or otherwise in or about the business of the Company. In the event of any director necessarily performing or rendering any special duties or services to the Company outside his ordinary duties as a director the directors may, if so authorised by an ordinary resolution of the Company, pay such director special remuneration and such special remuneration may be by way of salary, commission, participation in profits or otherwise as may be arranged.
- 8.8 The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, deputy or assistant managing director, manager or any other salaried office), for such period and on such terms and conditions as they shall think fit, and, subject to the terms and conditions of any agreement entered into in any particular case, may revoke such appointment. Subject to the terms and conditions of any such agreement the appointment of any director as aforesaid shall be *ipso facto* determined if he ceases from any cause to be a director.
- 8.9 A managing director, deputy or assistant managing director, manager or other executive officer as aforesaid shall receive such remuneration (either by way of salary, commission, participation in profits or pension or otherwise howsoever, whether similar to the foregoing or not) as the directors may determine.
- 8.10 The directors, on behalf of the Company and without the approval of any resolution of the Company, may establish, maintain, participate in and contribute to, or procure the establishment and maintenance of, participation in and contribution to, any pension, superannuation, benevolent or life assurance fund, scheme or arrangement (whether contributory or otherwise) for the benefit of any persons (including directors, former directors, officers and former officers) who are, or shall have been at any time, in the employment or service of the Company or of any Associated Company or a company which at the time is, or was, an Associated Company or otherwise associated with the Company or of the predecessors of the Company in business as aforesaid, or for the benefit of the relations, spouses, widows, civil partners, families, connections or dependants of any such persons or for the benefit of any other persons whose service or services have, directly or indirectly, been of benefit to the Company and their relations, connected persons or dependants; and the directors on behalf of the Company and without the approval of any resolution of the Company, may grant or procure the grant of donations,

gratuities, pensions, allowances, including allowances on death, or other payments or benefits of any kind to any of such persons as aforesaid; and the directors on behalf of the Company and without the approval of any resolution of the Company, may establish, subsidise, subscribe to or support institutions, associations, clubs, schools, funds or trusts calculated or considered to be for the benefit of any of such persons as aforesaid or otherwise for the advancement of the interests and well-being of the Company or of any Associated Company or other company, as aforesaid, or its members; and the directors, on behalf of the Company and without the approval of any resolution of the Company, may make payments for, or towards, the insurance of any of such persons as aforesaid. Any such director or ex-director may participate in and retain for his own benefit, any such donation, gratuity, pension, allowance, payment or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a director.

- 8.11 The directors on behalf of the Company and without the approval of any resolution of the Company may establish and contribute to any employees' share scheme (within the meaning of Section 1166 of the 2006 Act) for the purchase or subscription by trustees of shares of the Company or of a holding company of the Company and may lend money to the Company's employees to enable them to purchase or subscribe for shares of the Company or of a holding company of the Company; and may establish and maintain any option or incentive scheme whereby selected employees (including salaried directors and officers) of the Company are given the opportunity of acquiring shares in the capital of the Company or of a holding company of the Company; and may formulate and carry into effect any scheme for sharing the profits of the Company with its employees (including salaried directors and officers) or any of them. Any director may participate in and retain for his own benefit any such shares, profit or other benefit conferred under or pursuant to this Article and the receipt thereof shall not disqualify any person from being or becoming a director of the Company.
- 8.12 A resolution in writing signed by at least that number of directors equivalent to a majority of the directors shall be as effective as a resolution passed at a meeting of the directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the directors. Article 8(2) of the Model Articles shall be modified accordingly.
- 8.13 Subject to the provisions of these Articles, a director may participate in a meeting of the board or of a committee of the Board by means of conference telephone or similar communications equipment whereby all the directors participating in the meeting can hear each other, and the directors participating in a meeting in this manner shall be deemed to be present in person at such a meeting.
- 8.14 In the case of an equality of votes, the Chairman shall not have a second or casting vote.
9. COMPANY SECRETARY
- 9.1 The directors may, but are not required to in accordance with Section 270 of the 2006 Act, appoint a Secretary on such terms and upon such conditions as they see fit.

9.2 Any Secretary may be removed by a resolution of the directors.

10. BORROWING AND OTHER POWERS

The directors may exercise all the powers of the Company without limit as to amount to borrow and raise money and to accept money on deposit and to grant any security, mortgage, charge or discharge as they may consider fit for any debt or obligation of the Company or which is binding on the Company in any manner or way in which the Company is empowered so to grant and similarly as they may consider fit to enter into any guarantee, contract of indemnity or suretyship in any manner or way in which the Company is empowered so to enter into.

11. ALTERNATE DIRECTORS

11.1 Any director may at any time by writing under his hand and deposited at the Registered Office, or delivered at a meeting of the directors, appoint any person to be his alternate director and may, in like manner, at any time terminate such appointment. If such alternate director is not another director, such appointment, unless previously approved by the directors, shall have effect only upon and subject to being so approved.

11.2 The appointment of an alternate director shall determine on the happening of any event set out in Article 8.5 which, if he were a director, would cause him to vacate such office, or if his appointor ceases to be a director.

11.3 An alternate director shall (except when absent from the United Kingdom) 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 his appointor 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 were a director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, an alternate director's signature of any resolution in writing of the directors shall be as effective as the signature of his appointor. Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate (in addition to his own vote if he is also a director). An alternate director shall not (save as aforesaid) have power to act as a director or be deemed to be a director for the purposes of these Articles.

11.4 An alternate director may be repaid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a director, but he shall not be entitled to receive from the Company any remuneration except only such proportion (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.

12. MEANS OF COMMUNICATION TO BE USED

12.1 Subject to these Articles, anything sent or supplied by or to the Company, in terms of these Articles, or otherwise, may be sent or supplied in any way in which the 2006 Act provides for documents or information to be sent or supplied by, or to, the Company, except, for the avoidance of doubt, the

Company shall not communicate, nor will it accept any communications, of whatsoever nature, by text message.

- 12.2 Subject to these Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by the directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

13. ADDRESSES AND OTHER CONTACT DETAILS

- 13.1 Anything sent to a member, in terms of the Articles, may be sent to that member's address, as registered in the register of members, unless:

13.1.1 the member and the Company have agreed that another means of communication is to be used, (in which case such other means of communication may be used in addition, or as an alternative to, the means set out in Article 13.1); and

13.1.2 the member has supplied the Company with all of the information which it requires in order to be able to use that other means of communication.

- 13.2 Any notice or document sent to a director may be sent to that director's address as registered in the register of directors, unless:

13.2.1 the director and the Company have agreed that another means of communication is to be used, (in which case such other means of communication may be used in addition, or as an alternative to, the means set out in Article 13.2); and

13.2.2 the director has supplied the Company with all of the information which it requires in order to be able to use that other means of communication.

- 13.3 Subject to the terms of Article 12, the information required by the Company in order that it may communicate with a member or a director by electronic means is:

13.3.1 in the case of email: an email address, (which, preferably (but not necessarily) should contain the given names (or the initials or a contraction thereof) and the surname of such member or director or the corporate or business name of any person, not being an individual, who is a member or director) which is certified by them, or on their behalf, by duly executed notice in writing addressed to the Company at its Registered Office, to be solely used by or on behalf of such member or director or by any person authorised by them;

13.3.2 in the case of facsimile transfer ("fax"): a telephone number and faxback receiver identity for a fax machine (or other equipment or hardware capable of receiving faxes) and which is certified by such member or director, by duly executed notice in writing addressed to the Company at its Registered Office, to be regularly accessed by such member or director or by any person authorised by them.

14. INDEMNITY

Every director or officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he

may sustain or incur in or about the execution or discharge of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in which the charge is found not proven or in connection with any application under Section 1157 of the 2006 Act in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company and no director or other officer shall be liable for any loss, damage or misfortune which may happen to be incurred by the Company in the execution or discharge of the duties of his office or in relation thereto.

15. OVER-RIDING PROVISIONS

*Without prejudice to the provisions of Section 168 of the 2006 Act:*

- 15.1 in the event that any person alone or jointly with any other person, ("Parent") shall be the holder of not less than 90 per cent in nominal value of the issued shares of the Company as confers the right, for the time being, to attend and vote at general meetings of the Company, the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:-
- 15.1.1 the Parent may at any time and from time to time appoint any person to be a director or remove from office any director, howsoever appointed;
- 15.1.2 any or all powers of the directors shall be restricted in such respects and to such extent as the Parent may, by notice to the Company from time to time, prescribe and any such restriction may be removed or varied in such regard and to such extent as the Parent may, by notice to the Company, from time to time, prescribe.
- 15.2 Any such appointment, removal, consent or notice shall be in writing served on the Company and signed by the Parent (in the case of a company being the Parent on its behalf by any one of its directors or by its secretary or by some other person duly authorised for the purpose). No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the directors have been, in any way, restricted by this Article 15, or as to whether any requisite consent of the Parent has been obtained: and no obligation incurred, or security given, or transaction effected, by the Company to, or with, any third party, shall be invalid or ineffectual unless the third party had, at the time, express notice that the incurring of such obligation, or the giving of such security, or the effecting of such transaction, was in excess of the powers of directors.
16. TRANSFERS IN SECURITY
- 16.1 Notwithstanding anything contained in these articles or anything to the contrary contained in the Companies Acts (as amended from time to time):
- 16.1.1 Any pre-emption rights conferred on existing members or any other person by these articles or otherwise and any other restrictions on transfer of shares contained in these articles or otherwise shall not apply to; and
- 16.1.2 the directors shall not for any reason decline to register, nor suspend the registration of, any transfer of shares where such transfer is:

- (1) in favour of any person, any bank or institution (or any agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares are being transferred by way of security, or
- (2) duly executed by a receiver appointed by a person, bank or institution pursuant to any security document which creates any security interest over such shares, or
- (3) duly executed by any person, bank or institution (or by agent, trustee, nominee or nominees of such person, bank or institution) to whom such shares have been transferred by way of security pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts.

Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this article.