

Company number 02202038

**WRITTEN RESOLUTION**

**CODESURGE LIMITED**

(the "Company")

Date 22/03/ 2011

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

**SPECIAL RESOLUTION**

That the Company's articles of association be hereby amended by deleting all the provisions of the Company's memorandum of association which, by virtue of section 28 of the Companies Act 2006, are to be treated as provisions of the Company's articles and the draft articles of association attached as Appendix 1 to this Written Resolution be adopted as the Company's new articles of association in substitution for, and to the exclusion of, the existing articles of association of the Company

**AGREEMENT**

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

The undersigned, being the shareholder entitled to vote on the Special Resolution hereby irrevocably agrees to the Special Resolution

Signed by

Director  
for and on behalf of  
**Esquire Realty (Geffen) Limited**

Date

2011

THURSDAY



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24/03/2011

COMPANIES HOUSE

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## 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 Nicola French, Speechly Bircham LLP, 6 New Street Square, London EC4A 3LX

**Post** returning the signed copy by post to Nicola French at the address above

**E-mail** by attaching a scanned copy of the signed document to an e-mail and sending it to nicola.french@speechlys.com Please enter "Written Resolution" in the e-mail subject box

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 the date 28 days after the circulation date, sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing 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

**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF CODESURGE LIMITED**

**Incorporated on 03 December 1987**

**Adopted on 22/03/2011**

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**Part 1**  
**Introduction**

**1. INTERPRETATION**

1 1 In these articles, unless the context otherwise requires

**Act** the Companies Act 2006,

**Appointor** has the meaning ascribed in article 7 1,

**controlling shareholder** means a member registered as the holder of not less than 90% of the issued shares in the company,

**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),

**holding company** means a company which is the registered holder of not less than 90% of the issued shares in the company,

**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), and

**Relevant Situation** has the meaning given in article 4 1

1 2 Any expression defined in the Model Articles shall bear the same meaning in these articles unless the context requires otherwise

1 3 The articles constituting the Model Articles shall apply to the company except in so far as they are excluded or varied by these articles

1 4 Articles 11(2), 13, 14, 17 and 26(5) of the Model Articles shall not apply to the company

- 1 5 Headings in these articles are used for convenience only and shall not affect the construction or interpretation of these articles
- 1 6 A reference in these articles to an **article** is a reference to the relevant article of these articles unless expressly provided otherwise
- 1 7 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
- 1 7 1 any subordinate legislation from time to time made under it, and
- 1 7 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 8 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

## **Part 2**

### **Directors**

#### **2. QUORUM FOR DIRECTORS' MEETINGS**

- 2 1 Subject to article 2 2, the quorum for the transaction of business at a meeting of directors is any two eligible directors
- 2 2 For the purposes of any meeting (or part of a meeting) held pursuant to article 4 to authorise a director's conflict, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director

#### **3. CASTING VOTE**

If the number of votes for and against a proposal at a meeting of directors are equal, no person shall have a second or casting vote

#### **4. CONFLICTS OF INTEREST**

- 4 1 If a situation (a **Relevant Situation**) arises in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the company could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply if the conflict of interest does not arise in relation to a transaction or arrangement with the company

- 4 1 1 if the Relevant Situation arises from the appointment or proposed appointment of a person as a director of the company
- (a) the directors (other than the director, and any other director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution), or
  - (b) the members (by ordinary resolution or by notice in writing given to the company by the holding company or a controlling shareholder),
- may resolve to authorise the appointment of the director and the Relevant Situation on such terms as they may determine,
- 4 1 2 if the Relevant Situation arises in circumstances other than in paragraph 4 1 1 above
- (a) the directors (other than the director and any other director with a similar interest who shall not be counted in the quorum at the meeting and shall not vote on the resolution), or
  - (b) the members (by ordinary resolution or by notice in writing given to the company by the holding company or a controlling shareholder)
- may resolve to authorise the Relevant Situation and the continuing performance by the director of his duties on such terms as they may determine
- 4 2 Any reference in paragraph 4 1 above to a conflict of interest includes a conflict of interest and duty and a conflict of duties
- 4 3 Any terms determined by the directors or the members under paragraphs 4 1 1 or 4 1 2 above may be imposed at the time of the authorisation or may be imposed or varied subsequently by either the directors or the members and may include (without limitation)
- (a) whether the interested directors may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation,
  - (b) the exclusion of the interested directors from all information and discussion by the company of the Relevant Situation, and
  - (c) (without prejudice to the general obligations of confidentiality) the application to the interested directors of a strict duty of confidentiality to the company for any confidential information of the company in relation to the Relevant Situation
- 4 4 Any authorisation given under paragraphs 4 1 1 or 4 1 2 above may be withdrawn by either the directors or the members by giving notice to the director concerned

- 4 5 An interested director must act in accordance with any terms determined by the directors or the members under paragraphs 4 1 1 or 4 1 2 above
- 4 6 Except as specified in paragraph 4 1 above, any proposal made to the directors and any authorisation by the directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors in accordance with the provisions of these articles
- 4 7 Any authorisation of a Relevant Situation given by the directors or the members under paragraph 4 1 above may provide that, where the interested director obtains (other 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 it to the company or to use it in relation to the company's affairs in circumstances where to do so would amount to a breach of that confidence
- 4 8 If the directors make an authorisation under paragraph 4 1 above, impose or vary the terms of an authorisation under paragraph 4 3 above, or withdraw an authorisation under paragraph 4 4 above, they shall, as soon as reasonably practicable, notify the members of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms
- 4 9 If the members make an authorisation under paragraph 4 1 above, impose or vary the terms of an authorisation under paragraph 4 3 above, or withdraw an authorisation under paragraph 4 4 above, they shall, as soon as reasonably practicable, notify the directors of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms
- 4 10 A director shall, as soon as reasonably practicable, declare the nature and extent of his interest in a Relevant Situation within article 4 1 1 or 4 1 2 to the other directors and the members Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest
- 4 11 If a declaration of interest in relation to a Relevant Situation proves to be, or becomes, inaccurate or incomplete, a further declaration must be made
- 4 12 The relevant provisions of the Act (including, without limitation, sections 177 and 182) shall apply in relation to declarations of interest in proposed transactions or arrangements with the company and declarations of interest in existing transactions or arrangements with the company
- 4 13 Subject to this article 4 and to any contrary direction from the holding company or a controlling shareholder and provided that he has disclosed to the directors the nature and extent of any interest of his which may reasonably be regarded as likely to give rise to a conflict of interest, a director may vote as a director on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty and, if he votes, his vote shall be counted and he shall be counted in the quorum when that resolution or matter is under consideration

4 14 In the case of an alternate director, an interest of his appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has

4 15 Subject to the Act, the company may, by ordinary resolution or by notice in writing given to the company by the holding company or a controlling shareholder, suspend or relax the provisions of this article to any extent or ratify any transaction or arrangement not duly authorised by reason of a contravention of this article

## **5. APPOINTMENT OF DIRECTORS**

5 1 The number of directors is not subject to any maximum, unless the company by ordinary resolution decides otherwise The minimum number of directors is one

5 2 Any person who is willing to act may be appointed as a director

5 2 1 by the company passing an ordinary resolution, or

5 2 2 by the holding company or the controlling shareholder at any time giving written notice to the company in accordance with article 14

5 3 The appointment of a director under article 5 2 may be either to fill a vacancy or as an additional director

5 4 A director shall not be required to hold any share qualification

## **6. TERMINATION OF DIRECTOR'S APPOINTMENT**

6 1 The holding company or the controlling shareholder may at any time give written notice to the company in accordance with article 14, removing any director (however appointed) from office

6 2 Where an executive director is removed from office under article 6 1, that removal

6 2 1 shall be deemed to be an act of the company, and

6 2 2 shall in no way prejudice any claim for damages which he may have in respect of the consequent termination of his executive office

6 3 In article 18 of the Model Articles, in paragraph (f) there shall be substituted for the words 'notification is received by the company from the director' the words 'the director leaves at the company's registered office notification'

## **7. APPOINTMENT AND REMOVAL OF ALTERNATE DIRECTORS**

7 1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to

7 1 1 exercise that director's powers, and

7 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

7 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

7 3 The notice must

7 3 1 identify the proposed alternate, and

7 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

## **8. RIGHTS AND RESPONSIBILITIES OF ALTERNATE DIRECTORS**

8 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

8 2 Except as the articles specify otherwise, alternate directors

8 2 1 are deemed for all purposes to be directors,

8 2 2 are liable for their own acts and omissions,

8 2 3 are subject to the same restrictions as their appointors, and

8 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

8 3 A person who is an alternate director but not a director

8 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),

8 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

8 3 3 shall not be counted as more than one director for the purposes of articles 8 3 1 and 8 3 2



8 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

8 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

## **9. TERMINATION OF ALTERNATE DIRECTORSHIP**

9 1 An alternate director's appointment as an alternate terminates

9 1 1 when the alternate's appointor revokes the appointment by notice to the company in writing specifying when it is to terminate,

9 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,

9 1 3 on the death of the alternate's appointor, or

9 1 4 when the alternate's appointor's appointment as a director terminates

## **Part 3 Shares and Distributions**

## **10. ISSUE OF SHARES**

10 1 The company is a private company and accordingly

10 1 1 no offer shall be made to the public (whether for cash or otherwise) of any shares in or debentures of the company, and

10 1 2 no allotment or agreement to allot (whether for cash or otherwise) shall be made of any shares in or debentures of the company with a view to all or any of those shares or debentures being offered for sale to the public

10 2 The directors may not, without the consent of the holding company or the controlling shareholder, given in accordance with article 14

10 2 1 allot, agree to allot or put under option any shares in the company, or

10 2 2 grant rights to subscribe for or to convert any security into shares in the company

10 3 No person dealing with the company shall be concerned to see or enquire as to whether any consent required under article 10 2 has been obtained

10 4 In article 22 of the Model Articles, in paragraph (1) there shall be substituted for the words following 'such rights or restrictions' the words 'as may be determined by special resolution or attach such rights or restrictions to existing shares'

10 5 The provisions of Section 561 and 562 of the Act do not apply to the company

## **11. SHARE TRANSFERS**

11 1 Notwithstanding anything contained 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 of the company may not decline to register any transfer of shares in the company, nor may they suspend any registration thereof, where such transfer is

11 1 1 executed by a bank or institution to which such shares have been mortgaged or charged by way of security, or by any nominee of such a bank or institution, pursuant to a power of sale under such security, or

11 1 2 executed by a receiver or manager appointed by or on behalf of any such bank or institution under any such security, or

11 1 3 to any such bank or institution, or to any nominee, of such a bank or institution, pursuant to any such security,

and a certificate by any officer of such bank or institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts

## **12. PROCEDURE FOR DECLARING DIVIDENDS**

In article 30 of the Model Articles, after paragraph (7) there shall be added the following paragraph

'(8) If any share is issued on terms providing that it ranks for dividend as from a particular date or to a particular extent that share ranks for dividend accordingly '

## **Part 4 Decision-making by Shareholders**

## **13. PROCEEDINGS AT GENERAL MEETINGS**

13 1 Notice of a general meeting of the company need not be sent to a director in his capacity as such and section 310(1)(b) of the Act shall be excluded accordingly

13 2 In article 38 of the Model Articles, the existing article shall be renumbered 38(1) and there shall be added the following paragraph

- '(2) One person entitled to vote shall be a quorum if that person is
- (a) a duly authorised representative of the holding company, or
  - (b) the controlling shareholder or his proxy '

13 3 In article 44 of the Model Articles

13 3 1 in paragraph (2)(c) there shall be substituted for the words 'two or more persons having the right to vote on the resolution, or' the words 'any person having the right to vote on the resolution',

13 3 2 paragraph (2)(d) shall be deleted

13 4 *At any time when the company has only one member*

13 4 1 any decision that may be taken by the company in general meeting may be taken by that member solely, and

13 4 2 such a decision is as effective as if agreed by the company in general meeting

13 5 Where a sole member takes a decision under article 13 4, he must (unless that decision is taken by way of a written resolution) provide the company with written details of that decision

## **Part 5**

### **Administrative Arrangements**

#### **14. NOTICES ETC BY HOLDING COMPANY OR CONTROLLING SHAREHOLDER**

14 1 This article applies to

14 1 1 any notice given to the company by the holding company or controlling shareholder under any of articles 5 2 or 6 1, and

14 1 2 any consent given by the holding company or controlling shareholder under article 10 2

14 2 Any notice or consent referred to in article 14 1 must be in writing and sent or supplied to the company in accordance with article 48 of the Model Articles

14 3 Any notice or consent by the holding company must be signed on its behalf by

14 3 1 any two of its directors, or

14 3 2 any one of its directors and its secretary, or

14 3 3 some other person duly authorised for the purpose

14.4 Any notice or consent by the controlling shareholder must be signed by that shareholder