

Company number 02767639

PRIVATE COMPANY LIMITED BY SHARES

**WRITTEN RESOLUTIONS**

of

**DATA INTEGRATION LIMITED**  
(the "**Company**")

SATURDAY



May 2010 (the "**Circulation Date**")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "**2006 Act**"), the directors of the Company ("**Directors**") propose that

- resolution 1 is passed as an ordinary resolution ("**Ordinary Resolution**"), and
- resolutions 2 and 3 below are passed as special resolutions ("**Special Resolutions**")

**ORDINARY RESOLUTION**

**AUTHORITY TO ALLOT**

- 1 **THAT**, in accordance with section 551 of the 2006 Act, the Directors be generally and unconditionally authorised to allot shares in the Company up to an aggregate nominal amount of £5,721 40 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on a date no longer than five years from the date this resolution is passed save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted and the Directors may allot shares in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

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This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the 2006 Act

**SPECIAL RESOLUTIONS**

**AMENDING ARTICLES OF ASSOCIATION**

- 2 **THAT** the articles of association of the Company be amended by the deletion of articles 2, 3 and 4 in their entirety and the insertion in substitution for them of the replacement articles 2, 3 and 4 annexed to this Resolution and marked as "Replacement Articles 2, 3 and 4"

**DISAPPLICATION OF PRE-EMPTION RIGHTS**

- 3 **THAT**, subject to the passing of resolution 1, the Directors be generally empowered to allot equity securities (as defined in section 560 of the 2006 Act) pursuant to the authority conferred by resolution 1, as if the pre-emption rights set out in the articles of association or elsewhere did not apply to any such allotment, provided that this power shall

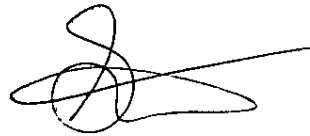
- 3 1 be limited to the allotment of equity securities up to an aggregate nominal amount of £5,721 40, and
- 3 2 expire on a date no later than five years from the date this resolution is passed (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired

#### AGREEMENT

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

The undersigned, persons entitled to vote on the resolutions on the Circulation Date, hereby irrevocably agree to the Ordinary Resolution and Special Resolutions

**SIGNED** by Simon Crumplin )  
for and on behalf of **DATA INTEGRATION**)  
**EMPLOYEE BENEFIT TRUST LIMITED** )



Date

28/5/2010

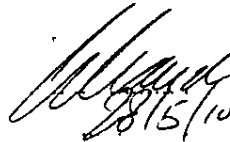
**SIGNED** by Simon Crumplin )



Date

28/5/2010

**SIGNED** by Garath Lauder )



Date

**SIGNED** by Kypros Michael )

Date

**SIGNED** by David Pickworth )

Date

**SIGNED** by Richard Bampfylde )

Date

## NOTES

- 1 If you agree with the Ordinary Resolution and Special Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to Data Integration Limited, c/o Beachcroft LLP, 100 Fetter Lane, London EC4A 1BN
- 2 You may not return the Ordinary Resolution and Special Resolutions to the Company by any other method
- 3 If you do not agree to the Ordinary Resolution and Special Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply
- 4 Once you have indicated your agreement to the Ordinary Resolution and Special Resolutions, you may not revoke your agreement
- 5 Unless, within the period of 28 days beginning with the Circulation Date, sufficient agreement has been received for the Ordinary Resolution and Special Resolutions to pass, they will lapse. If you agree to the Ordinary Resolution and Special Resolutions, please ensure that your agreement reaches us before or during this date

## **Replacement Articles 2, 3 and 4**

### **Share Capital**

- 2 The authorised share capital of the company is £100,000 divided into 8,200,000 Ordinary Shares of 1p each, 1,000,000 'A' Shares of 1p each and 800,000 'B' Shares of 1p each
- 3 The Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares shall be separate classes of shares. Save as herein otherwise provided, the Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares shall rank *pari passu* in all respects
- 4 The Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares shall have the following rights and be subject to the following restrictions

#### **4.1 As regards income**

The profits which the company may determine to distribute in respect of any financial period shall be distributed amongst the holders of the Ordinary Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them. None of the 'A' Shares, the 'B' Shares nor the Deferred Shares shall have any rights to profits of the company

#### **4.2 As regards capital**

On a return of capital on a liquidation or otherwise, the surplus assets of the company remaining after payment of its liabilities shall be applied

- (a) first, in paying to the holders of the Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares, the amount paid up thereon (excluding any premium),
- (b) secondly, the balance (if any) of such surplus assets up to a maximum of five million pounds (£5,000,000) shall belong to and be distributed amongst the holders of the Ordinary Shares and the 'B' Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them respectively *pari passu* as if the Ordinary Shares and the 'B' Shares constituted one class of share, and
- (c) finally, the balance (if any) of such surplus assets shall belong to and be distributed amongst the holders of the Ordinary Shares, the 'A' Shares and the 'B' Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them respectively *pari passu* as if the Ordinary Shares, the 'A' Shares and the 'B' Shares constituted one class of share


#### **4.3 As regards voting**

Subject as provided below in this Article and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every holder of Ordinary Shares and every holder of 'B' Shares who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote and on a poll every holder of Ordinary Shares and every holder of 'B' Shares shall have one vote for every share of which he is the holder. The holders of either 'A' Shares or Deferred Shares shall be entitled to receive notice of and attend meetings of the company but shall not be entitled to vote at any meeting of the company

#### 4.4 Proceeds of a Takeover

The right of the holders of 'A' Shares to participate in the Proceeds of a Takeover shall be limited such that they shall have no right to participate in any such Proceeds save to the extent that the said Proceeds exceed five million pounds (£5,000,000). Any such excess over five million pounds (£5,000,000) shall belong to and be distributed amongst the holders of the Ordinary Shares, the 'A' Shares and the 'B' Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them respectively *pari passu* as if the Ordinary Shares, the 'A' Shares and the 'B' Shares constituted one class of share.

#### 4.5 Conversion

Each 'A' Share shall forthwith and without resolution of either the directors or the shareholders be converted into a Deferred Shares such that each 'A' Share to be converted shall convert into one Deferred Share on ~~the earlier of~~ 

- 4.5.1 the holder of it serving notice to terminate his employment by the company, the company serving notice to terminate his employment by it or his employment terminating or being terminated by any other means, ~~and~~

~~4.5.2 31 December 2010~~ 

Each Deferred Share so converted shall be credited as fully paid. The Deferred Shares shall, as from the date of conversion, have the rights and be subject to the restrictions attaching to Deferred Shares as set out in these Articles. The Deferred Shares may be purchased by the company forthwith at their par value per share as soon as it may be lawful for the company to do so.

In this article 4, the following words and expressions shall have the following meanings

**"acquire"** means to be or become the legal or beneficial owner of shares in the company (or the right to exercise the votes attaching to such shares), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not (and **"acquisition"** shall be construed accordingly),

**"Controlling Interest"** means shares (or the right to exercise the votes attaching to shares in the company) which confer in the aggregate more than 50 per cent of the total voting rights conferred by all the shares in the capital of the company for the relevant time being in issue and conferring the right to vote at all general meetings,

**"Proceeds"** means the aggregate consideration expressed as a cash price (whether that consideration is to be satisfied in cash, shares, loan stock, or a combination thereof or otherwise, any non-cash consideration being valued by the company's auditors) paid pursuant to an agreement or an offer to acquire all of the shares in the company, and

**"Takeover"** means the acquisition by a third party of a Controlling Interest in the company

**THE COMPANIES ACT 1985 (the "Act")**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**DATA INTEGRATION LIMITED**

**PRELIMINARY**

- 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") subject to the additions, exclusions and modifications hereinafter expressed shall constitute the Articles of Association of the company (the "**Articles**")

**SHARE CAPITAL**

- 2 The authorised share capital of the company is £100,000 divided into 8,200,000 Ordinary Shares of 1p each, 1,000,000 'A' Shares of 1p each and 800,000 'B' Shares of 1p each
- 3 The Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares shall be separate classes of shares. Save as herein otherwise provided, the Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares shall rank *pari passu* in all respects
- 4 The Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares shall have the following rights and be subject to the following restrictions

**4.1 As regards income**

The profits which the company may determine to distribute in respect of any financial period shall be distributed amongst the holders of the Ordinary Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them. None of the 'A' Shares, the 'B' Shares nor the Deferred Shares shall have any rights to profits of the company

**4.2 As regards capital**

On a return of capital on a liquidation or otherwise, the surplus assets of the company remaining after payment of its liabilities shall be applied

4.2.1 first, in paying to the holders of the Ordinary Shares, the 'A' Shares, the 'B' Shares and the Deferred Shares, the amount paid up thereon (excluding any premium),

4.2.2 secondly, the balance (if any) of such surplus assets up to a maximum of five million pounds (£5,000,000) shall belong to and be distributed amongst the holders of the Ordinary Shares and the 'B' Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them respectively *pari passu* as if the Ordinary Shares and the 'B' Shares constituted one class of share, and

4.2.3 finally, the balance (if any) of such surplus assets shall belong to and be distributed amongst the holders of the Ordinary Shares, the 'A' Shares and the 'B' Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them respectively *pari passu* as if the Ordinary Shares, the 'A' Shares and the 'B' Shares constituted one class of share

#### 4.3 As regards voting

Subject as provided below in this Article and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every holder of Ordinary Shares and every holder of 'B' Shares who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote and on a poll every holder of Ordinary Shares and every holder of 'B' Shares shall have one vote for every share of which he is the holder. The holders of either 'A' Shares or Deferred Shares shall be entitled to receive notice of and attend meetings of the company but shall not be entitled to vote at any meeting of the company.

#### 4.4 Proceeds of a Takeover

The right of the holders of 'A' Shares to participate in the Proceeds of a Takeover shall be limited such that they shall have no right to participate in any such Proceeds save to the extent that the said Proceeds exceed five million pounds (£5,000,000). Any such excess over five million pounds (£5,000,000) shall belong to and be distributed amongst the holders of the Ordinary Shares, the 'A' Shares and the 'B' Shares in proportion to the amounts paid up on the shares (excluding any premium) held by them respectively *pari passu* as if the Ordinary Shares, the 'A' Shares and the 'B' Shares constituted one class of share.

#### 4.5 Conversion

Each 'A' Share shall forthwith and without resolution of either the directors or the shareholders be converted into a Deferred Share such that each 'A' Share to be converted shall convert into one Deferred Share on the holder of it serving notice to terminate his employment by the company, the company serving notice to terminate his employment by it or his employment terminating or being terminated by any other means.

Each Deferred Share so converted shall be credited as fully paid. The Deferred Shares shall, as from the date of conversion, have the rights and be subject to the restrictions attaching to Deferred Shares as set out in these Articles. The Deferred Shares may be purchased by the company forthwith at their par value per share as soon as it may be lawful for the company to do so.

In this article 4, the following words and expressions shall have the following meanings:

**"acquire"** means to be or become the legal or beneficial owner of shares in the company (or the right to exercise the votes attaching to such shares), whether directly or indirectly and whether by the issue, transfer, renunciation or conversion of shares or otherwise and whether all at one time or not (and **"acquisition"** shall be construed accordingly),

**"Controlling Interest"** means shares (or the right to exercise the votes attaching to shares in the company) which confer in the aggregate more than 50 per cent of the total voting rights conferred by all the shares in the capital of the company for the relevant time being in issue and conferring the right to vote at all general meetings,

**"Proceeds"** means the aggregate consideration expressed as a cash price (whether that consideration is to be satisfied in cash, shares, loan stock, or a combination thereof or otherwise, any non-cash consideration being valued by the company's auditors) paid pursuant to an agreement or an offer to acquire all of the shares in the company, and

**"Takeover"** means the acquisition by a third party of a Controlling Interest in the company.

5. If the holder of any 'B' Shares is also an employee of the company (the **"Employee"**) then if the Employee fails to perform his duties under his employment contract in a manner consistent with the manner reasonably prescribed by the directors of the company (the **"Board"**) or the Employee is guilty of gross misconduct in connection with or affecting the business or affairs of the company or the Employee has committed any fraud or been

convicted of a criminal offence which in the reasonable opinion of the Board materially affects his ability to carry out his duties under his employment contract and his employment is thereafter terminated and such termination is not found to be unfair or in breach of contract by an Employment Tribunal or court of competent jurisdiction then the Employee shall be required to offer to transfer to the company all those 'B' Shares at the lower of either the current market value of those 'B' Shares (as confirmed by the company's auditors (the "Auditors")) or the value the Employee paid for those 'B' Shares. Whereas if the Employee is dismissed for any other reason, is made redundant, leaves due to ill health or sickness or dies, the Employee shall forthwith, on the request of the Board, be required to offer all those 'B' Shares to the company at a price to be confirmed by the Auditors and based on the current market value as at the date of the request. In addition to the above provisions any Employee who leaves his employment with the company within three years of receiving any 'B' Shares shall be required to offer to transfer to the company all those 'B' Shares at the lower of either the current market value of those 'B' Shares (as confirmed by the Auditors) or the value the Employee paid for those 'B' Shares.

- 6 The 'B' Shares shall be convertible into Ordinary Shares immediately prior to the sale of all the existing issued Ordinary Shares. The Ordinary Shares resulting from the conversion shall rank *pari passu* in all respects with the existing Ordinary Shares.
- 7 The directors of the company may (subject to the regulations below and section 80 of the Act) allot or grant options over or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Act) in the company on such terms and conditions and in such manner as they shall think proper.
- 8 The directors of the company are generally and unconditionally authorised during the period of five years from the date of incorporation of the company to allot or grant rights to subscribe for or convert securities into shares in relation to the original shares in the authorised share capital of the company to such persons at such times and on such terms and conditions as they think fit subject to the provisions of section 80 of the Act.
- 9 Subject to any direction to the contrary that may be given by special resolution by the company in general meeting any shares which do not comprise the original authorised share capital of the company shall before they are issued be offered to the members in proportion as nearly as possible to the nominal value of the existing shares held by them and such offer shall be made by notice specifying the number of shares to which the member is entitled and limiting a time within which the offer if not accepted shall be deemed to be declined and after the expiration of such time or on receipt of an intimation from the member to whom the notice is given that he declines to accept the shares the directors may dispose of the same in such manner as they think most beneficial to the company. The provisions of this paragraph shall have effect only insofar as they are not inconsistent with section 80 of the Act.
- 10 In accordance with section 91(1) of the Act section 89(1) and sections 90(1) to (6) (inclusive) of the Act shall not apply to the company.

#### **LIEN**

- 11 The company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or caused in respect of that share. The company shall also have a first and paramount lien on every share (whether or not it is a fully paid share) standing registered in the name of any member solely or registered in the names of two or more joint holders for all moneys presently payable by him or his estate to the company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation.
- 12 Regulation 8 of Table A shall not apply to the company.

#### **NOTICE OF GENERAL MEETINGS**

- 13 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a director shall be called by at least



twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed.

- 13.1 in the case of an annual general meeting by all the members entitled to attend and vote thereat, and
- 13.2 in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right
- 14 The notice shall specify the time and place of the meeting and in the case of special business only the general nature of the special business to be transacted and in the case of an annual general meeting shall specify the meeting as such
- 15 All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the directors and Auditors, and the appointment of and the fixing of the remuneration of the Auditors
- 16 Subject to the provisions of these Articles and to any restrictions imposed on any shares, all notices of and any other communications relating to any general meetings of the company, or of separate general meetings of the holders of any class of share capital of the company, shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member, and to the directors and Auditors of the company for the time being
- 17 Regulation 38 of Table A shall not apply to the company

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 18 No business shall be transacted at any meeting unless a quorum is present at the time the meeting proceeds to business. One person entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum
- 19 If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting such adjourned meeting shall be dissolved
- 20 Regulations 40 and 41 of Table A shall not apply to the company

#### **NUMBER OF DIRECTORS**

- 21 Unless otherwise determined by ordinary resolution in general meeting of the company the number of directors (other than alternate directors) shall be subject to a maximum of four and the minimum number of directors shall be one. If and so long as the minimum number of directors shall be one a sole director may exercise all the authorities and powers which are vested in the directors by Table A and by these Articles. Regulation 89 of Table A shall be modified accordingly
- 22 Regulation 64 of Table A shall not apply to the company

#### **APPOINTMENT OF DIRECTORS**

- 23 The first director of the company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act
- 24 No person shall be appointed a director at any general meeting unless he is recommended by the directors, or not less than fourteen nor more than thirty-five clear days before the date

appointed for the general meeting notice executed by a member qualified to vote at the general meeting has been given to the company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed

- 25 Subject to regulation set out in these Articles above the company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 26 The directors may appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these Articles as the maximum number of directors
- 27 The directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply to the company

### PROCEEDINGS OF DIRECTORS

- 28 Regulation 88 of Table A shall be amended by substituting for the sentence
- "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom,"
- with the following sentence
- "Notice of every meeting of directors shall be given to each director, including each director who is absent from the United Kingdom and has delivered either to the secretary or to the registered office of the company details of his address outside the United Kingdom or other contact details by which such notice may be given. Directors who are absent from the United Kingdom shall be entitled to receive at least 5 working days' notice of every such meeting "
- 29 Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present. The chairman shall not have a second or casting vote and regulation 88 of Table A shall be modified accordingly
- 30 Regulation 93 of Table A (written resolutions of directors) shall apply as if the word "signed" included "approved by letter, facsimile or telegram"
- 31 A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able
- 31 1 to hear each of the other participating directors addressing the meeting, and
- 31 2 if he so wishes, to address all of the other participating director simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods
- 32 A quorum is deemed to be present if the conditions in regulation 17 1 above are satisfied in respect of at least the number of directors required to form a quorum
- 33 A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates
- 34 A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration
- 35 Regulations 94 to 97 (inclusive) of Table A shall not apply to the company

## **DIRECTORS GRATUITIES AND PENSIONS**

- 36 The powers of the company set out in clause 3p of the Memorandum to Association may be exercised by the directors of the company
- 37 Regulation 87 of Table A shall not apply to the company

## **THE SEAL**

- 38 In accordance with section 36A(3) of the Act the company need not have a seal. If the company has a seal it shall only be used by the authority of the directors or of a committee of directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director. Regulation 101 of Table A shall not apply to the company
- 39 The requirements set out in Regulation 6 of Table A governing the sealing of share certificates shall only apply if the company has a seal
- 40 The company may in accordance with section 39 of the Act have for use in any territory, district or place elsewhere than in the United Kingdom an official seal. Such seal shall only be used by the authority of the directors or a committee of directors authorised by the directors

## **SECRETARY**

- 41 The first secretary or joint-secretaries of the company shall be as named in the statement delivered to the Registrar of Companies pursuant to section 10 of the Act

## **TRANSFER OF SHARES**

- 42 The directors may in their absolute discretion decline to register the transfer of a share whether or not it be a fully paid share and no reason for the refusal to register the aforementioned transfer need be given by the directors. The first sentence of Regulation 24 of Table A shall not apply to the company

## **INDEMNITY**

- 43 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, or other officer of the company is entitled to be indemnified by the company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the company. The company may purchase and maintain for any person to whom this article applies insurance against any liability in respect of which he is entitled to be indemnified

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**NAME AND ADDRESS  
OF THE SUBSCRIBER**

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Instant Companies Limited  
2 Baches St London N1 6UB

One ordinary Share

Swift Incorporations Limited  
2 Baches St London N1 6UB

One ordinary Share

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Dated

Witness to the above signature