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THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DMWSL 359 LIMITED

Registered No. 04284802

(as adopted by written resolution dated the 27th day of March 2002)

AMENDED BY WRITTEN RESOLUTION 8 DECEMBER 08



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Glasgow

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THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of
FAIRVIEW VENTURES
DMWSL 359 LIMITED

(as adopted by written resolution dated the 27th day of March 2002)

CONSTITUTION

1. The Company is established as a private company within the meaning of section 1(3) of the Companies Act 1985 (hereinafter referred to as "the Act") in accordance with and subject to the provisions of the Act and of the memorandum of association of the Company and of the regulations contained in Table A, set out in Statutory Instrument 1985 No. 805 as amended by Statutory Instrument 1985 No. 1052 (hereinafter referred to as "Table A") with the exception of regulations 2, 3, 5, 8, 23, 24, 40, 41, 46, 48, 50, 53, 58, 64 to 68 (inclusive), 73 to 77 (inclusive), 80, 82 to 87 (inclusive), 89, 93 to 98 (inclusive) and 118 of Table A, and of any other regulations which are inconsistent with the additions and modifications hereinafter set forth. A reference in these articles to a "Regulation" of a particular number is a reference to the regulation of that number in Table A. 94-96 (inclusive)
[AMENDED BY SPECIAL
RESOLUTION
8 DEC 05]

SHARE CAPITAL

2. The share capital of the Company at the date of adoption of these Articles is £200,000 divided into 100,000 "A" Shares and 100,000 "B" Shares.

THE ORDINARY SHARES

3. Save as set out in these Articles the "A" Shares and the "B" Shares shall constitute separate classes of share and shall carry the respective rights to appoint and remove Directors, but in all other respects shall rank *pari passu*.

3.1 Income

The Company shall not declare any dividends in respect of any class of shares unless each of the Shareholders have consented thereto. Subject to the foregoing, any dividends declared shall be declared subject to the provisions of the Act.

3.2 Capital

The capital and assets of the Company on a winding up or other return of capital shall be applied among the holders of Shares *pro rata* according to their holdings of such Shares.

3.3 Voting

Holders of Shares shall be entitled to receive notice of, attend (in person or by proxy or by corporate representative), speak (in person or by corporate representative) at general meetings of the Company and on a show of hands shall have one vote (in person or by corporate representative) and on a poll shall have one vote for every Share which is held at general meetings of the Company.

3.4 Class Rights

3.4.1 "A" Shares

"A" Shareholders holding not less than 75 per cent. in nominal value of the "A" Shares from time to time in issue may by notice in writing addressed to the Company signed by or on behalf of each of them and delivered to the Office appoint any person or persons (other than a Disqualified Person) to be an "A" Director of the Company and to remove any person or persons so appointed and appoint another in his place, provided always that there are no more than two persons so appointed holding the office of director at any one time.

3.4.2 "B" Shares

"B" Shareholders holding not less than 75 per cent. in nominal value of the "B" Shares from time to time in issue may by notice in writing addressed to the Company signed by or on behalf of each of them and delivered to the Office appoint any person or persons (other than a Disqualified Person) to be a "B" Director of the Company, and to remove any person or persons so appointed and appoint another person in his place provided always that there are no more than two persons so appointed holding the office of director at any one time.

FURTHER ISSUE OF SHARES

4. 4.1 Any Shares may be issued on the terms that they are, or at the option of the Company and/or the holder are liable, to be redeemed, on such terms and in such manner as are provided by these Articles.

4.2 In substitution for any existing power under Section 80 of the Act which is hereby revoked and subject to any directions which may be given by the Company in general meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) of the Company up to an aggregate nominal value of £199,999 during the period commencing on the Adoption Date and expiring on the day

preceding the fifth anniversary of such date (both dates inclusive) but so that this shall allow the Company to make an offer or agreement which would or might require relevant securities to be allotted after such expiry and notwithstanding such expiry the Directors may allot relevant securities in pursuance of such an offer or agreement as if the authority conferred hereby had not expired.

5. The Company shall not be bound by or 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 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. Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust.

LIEN

6. The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Share. However, the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to all dividends payable thereon.

FORM OF TRANSFER

7. 7.1 Subject to Article 7.5, no member may transfer all or any of his Shares except in accordance with the written agreement of all of the Shareholders from time to time. Every transfer must be:
 - 7.1.1 in writing and in the usual common form, or in any other form which the Board may approve; and
 - 7.1.2 left at the Office, or at such other place as the directors may determine, for registration; and
 - 7.1.3 accompanied by a certificate(s) covering the Shares to be transferred and such other evidence (if any) as the Board may reasonably require to prove the title of the intending transferor or his right to transfer the Shares; and
 - 7.1.4 if required pursuant to any written agreement of all of the Shareholders from time to time, accompanied by a deed of adherence executed by the transferee.
- 7.2 The instrument of transfer shall be executed by or on behalf of the transferor and (in the case of a partly paid Share only) by the transferee. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered on the Register in respect thereof.

- 7.3 The Board shall register a transfer of any Share executed in accordance with any written agreement of all the Shareholders from time to time but subject to this may, in its absolute discretion, and without giving any reason therefor, refuse to register:

- 7.3.1 a transfer of any Share which is not a fully paid Share;
- 7.3.2 a transfer in favour of more than four persons jointly;
- 7.3.3 a transfer which relates to Shares of more than one class; and
- 7.3.4 a transfer which is not duly stamped, lodged with the Company and accompanied by the certificate for the Shares to which it relates, and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer,

and in any event shall, in the case of a transfer which requires to be accompanied by a deed of adherence pursuant to the terms of any written agreement of all of the Shareholders from time to time, refuse to register any such transfer which is not accompanied by a deed of adherence executed by the transferee.

- 7.4 For the purposes of these Articles the renunciation or negotiation of any temporary document of title to any Share shall constitute a transfer but, for the avoidance of doubt and subject always to any written agreement of all of the Shareholders from time to time the granting of any security over any Shares in the capital of the Company shall not constitute a transfer.
- 7.5 Notwithstanding the provisions of this Article 7, a Shareholder shall be entitled, without the consent of any other party, to transfer the Shares (or any of them) held by such Shareholder from time to time to a company, being a part of the same Group as such Shareholder, to hold such Shares absolutely or as its nominee or bare trustee but any transfers by such transferee company shall be subject to the same restrictions as though they were transfers by the Shareholder itself (as if such Shareholder had not ceased to be the holder of such Shares) and that where the transferee company ceases to be a member of the same Group as that original transferring Shareholder, that original transferring Shareholder, shall procure that such transferee company shall transfer to another company which is a member of the original transferring Shareholder's Group all Shares previously transferred to it.

GENERAL MEETINGS

8. In every notice convening a general meeting of the Company there shall appear a statement that a member entitled to attend and vote is entitled to appoint a proxy and the proxy need not be a member of the Company and Regulation 38 of Table A shall be modified accordingly.

9. No business shall be transacted at any general meeting unless a quorum of members is present. An "A" Shareholder and a "B" Shareholder each entitled to vote upon the business to be transacted and being present in person or by proxy or, if a corporation, by a representative duly authorised, shall be a quorum.
10. If a quorum is not present within half an hour of the time appointed for a general meeting, or if during a general meeting such a quorum ceases to be present, the general meeting, if convened on the requisition of members, shall be dissolved and in any other case it shall stand adjourned to the same day in the next week and at the same time and place or to such other time and/or place as the Directors may determine.
11.
 - 11.1 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on the declaration of the result of the show of hands a poll is duly demanded.
 - 11.2 A poll may be demanded by the Chairman or by a member (present in person or by proxy or, if a corporation, by any representative duly authorised) having the right to attend and vote at the meeting.
 - 11.3 The demand for a poll may, before the poll is taken, be withdrawn.
 - 11.4 A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.
 - 11.5 The Chairman shall not have a second or casting vote at General Meetings.
12. No resolution not previously approved by the Directors shall be moved by any member other than a Director at a general meeting unless the member intending to move the same shall have left a copy thereof with his name and address at the office of the Company three clear days prior to such meeting.
13. Subject to the provisions of the Act, a resolution in writing signed by all the members of the Company who would be entitled to receive notice of and to attend and vote at a general meeting at which such resolution was to be proposed, or by their duly appointed attorneys or representatives, shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members or their duly appointed attorneys or representatives and the signature in the case of a corporate body which is a member shall be sufficient if made by a director or the secretary thereof or by its duly appointed attorneys or representatives.
14. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same

powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present thereat.

DIRECTORS

15. Unless and until otherwise determined by special resolution of the Company, the minimum number of Directors (other than alternate Directors) shall be two and the maximum number of Directors (other than alternate Directors) shall be four. Subject to the Act, all Directors shall be appointed and removed in accordance with the provisions of the Articles.
16. A Director shall not be required to hold Shares in order to qualify for office as a Director, but he shall be entitled to receive notice of and attend and speak at all general meetings of the Company or of any class of members of the Company.
17. The Directors shall not be subject to retirement by rotation and accordingly all references in Table A to retirement by rotation shall be disregarded.
18. 18.1 The words "Subject as aforesaid," and "and may also determine the rotation in which any additional directors are to retire" shall be omitted from Regulation 78 of Table A.

18.2 The second and third sentences of Regulation 79 of Table A shall be omitted.

REMUNERATION OF DIRECTORS

19. The Directors shall not be entitled to any remuneration in their capacity as Directors. The Company 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.

DIRECTORS' INTERESTS

20. 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 section 317 of the Act. Subject to such disclosure as aforesaid 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:

- 20.1 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
- 20.2 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.

PROCEEDINGS BY DIRECTORS

- 21. 21.1 The quorum necessary for the transaction of the business of the board of Directors shall be no fewer than two, of whom one must be an "A" Director and one must be a "B" Director.
- 21.2 Each Director shall have one vote at any meeting of the Board, however, to the extent that any Shareholder is represented at such meeting by more than one Director, then those Directors shall have in aggregate one vote divided equally between such Directors.
- 22. If a quorum is not present within half an hour from the time for which the meeting was called or ceases to be present thereafter, the meeting ("the first meeting") shall be adjourned to the same day of the next week at the same time and place. The Company shall give notice to each Director who did not attend the first meeting requiring him to attend the adjourned meeting of the Directors. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, the adjourned meeting shall be dissolved. Regulation 88 shall apply subject to the provisions of Article 22 and this Article.
- 23. The "A" Directors and "B" Directors present at any meeting of the Board shall be entitled in rotation to appoint a chairman for alternate meetings of the Board and the Chairman for the first meeting shall be Stephen Casey. The Chairman of the Board shall not have a second or casting vote.
- 24. Subject to Regulation 81 and any statutory disqualification, a Director appointed pursuant to Articles 3.4.1.2 or 3.4.2.2 shall not be removed during his term of office except at the instance of the Shareholder who appointed him.
- 25. If a vacancy in any directorship should occur for whatever reason where the Director in question was appointed pursuant to articles 3.4.1.2 or 3.4.2.2, the Shareholder who appointed the Director whose position has fallen vacant shall nominate his replacement.
- 26. A resolution in writing, signed or approved by letter, facsimile, telegram or telex by all the Directors for the time being entitled to receive notice of a meeting of the Board, shall be as valid and effective for all purposes as a resolution of the Board passed at a meeting duly convened and held, and may

consist of one or more documents in like form each signed or approved by one or more of the Directors, provided that such a resolution need not be signed or approved by an alternate Director if it is signed by the Director who appointed him.

27. All or any of the Directors may participate in a meeting of the Directors by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other and provided the relevant quorum of Directors referred to in Article 21 is participating as aforesaid (notwithstanding that such quorum is not present together in one place) such meeting shall be quorate and subject to the provisions of these Articles the meeting shall constitute a meeting of the Directors. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is.

BORROWING POWERS

28. The Directors may exercise all the powers of the Company to borrow money and to pledge or mortgage or grant any security over all or any part of its undertaking, property and assets (both present and future) and uncalled capital, and, subject to the provisions of the Act, to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

29. 29.1 Any Director may at any time by writing under his hand and deposited at the Office, or delivered at a meeting of the Directors, appoint any person 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.
- 29.2 The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director (retirement at any general meeting at which the Director is re-elected being for such purpose disregarded).
- 29.3 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 to 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.

- 29.4 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.

INDEMNITY

30. 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 judgment 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 727 of the Act in which relief is granted to him by the Court 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. But this Article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

INSURANCE

31. The Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, Officers, employees or auditors of the Company or any other company which is its holding company or subsidiary. Subject to Article 20, at a meeting of the Directors where such insurance is under consideration a Director may form part of the quorum and vote notwithstanding any interest he may have in such insurance.

MISCELLANEOUS TABLE A ALTERATIONS

Interpretation

32. (a) In Regulation 1 the words "the common seal of the company" shall be omitted and the words "any seal for the time being adopted by the company as its common seal" shall be inserted after the words "the seal means" and Regulation 1 shall be further amended by adding after the definition of "United Kingdom" the following additional definition

"Writing" includes any method of representing or reproducing words in a legible and non-transitory form" and by deleting in the last sentence of Regulation 1 the words "but excluding any statutory modification thereof not in force when these regulations become binding on the company. "

Share Certificates

- (b) The first sentence of Regulation 6 shall be amended by replacing the words "upon becoming the holder of any shares" with the words "within two months after the allotment or lodgement of a duly stamped transfer, to him of the shares (or within such other period as the terms of issue provide)" and the words "or executed in accordance with Section 36A of the Act" shall be inserted after the words "sealed with the seal".
- (c) Regulation 10 is amended by adding at the end the following sentence:

"The transferee shall be registered as the holder of the shares comprised in the transfer (whether the share certificate has been produced or not) and he shall not be bound to see to the application of the purchase consideration. "
- (d) Regulation 11 is amended by replacing the words "to the person entitled to the shares at the date of the sale" with the words "to the person entitled to the Shares immediately prior to the sale".

Calls for Shares and forfeiture

- (e) In Regulation 12 the words "save in the case of a call deemed to have been made in terms of Regulation 16 which call shall be irrevocable." shall be inserted after the words "postponed in whole or in part".
- (f) In Regulation 15 the words "and all expenses that may have been incurred by the Company by reason of such non-payment" shall be inserted after the word "Act)" and after the words "payment of the interest".
- (g) In Regulation 18 the words "and expenses that may have been incurred by the Company by reason of such non-payment" shall be inserted after the words "may have accrued" and there shall be added the following sentences:

"The directors may accept the surrender of a share which is liable to be forfeited. In that event, references in these Articles to "forfeiture" include "surrender"."
- (h) Regulation 20 is amended by adding at the end the following sentence:

"The directors may receive the consideration given for the share on its disposal and, if the share is in registered form, may register the

transferee as the holder."

Proceedings at General Meetings

- (i) Regulation 47 is amended:
 - (i) by adding after "Unless a poll is duly demanded" the words "and the demand is not withdrawn before the poll is taken"; and
 - (ii) by deleting "and an entry to that effect in the minutes of the meeting".

Votes of members

- (j) Regulation 57 is amended by replacing "all moneys presently payable by him in respect of that share" with "all moneys presently payable by him in respect of calls on that share".
- (k) Regulation 59 is amended by deleting the second sentence so that a member may appoint only one proxy to attend on the same occasion.

Disqualification and removal of Directors

- (l) Regulation 81 is amended by replacing "by notice to the company" in paragraph (d) with "by notice delivered to the office or tendered at a meeting of the directors".

Minutes

- (m) Regulation 100 is amended by replacing paragraphs (a) and (b) with the words "of all proceedings of general meetings and of the directors".

The Seal

- (n) Regulation 101 is amended by adding at the end the following sentence:

"A document signed by a director and the secretary or by two directors and expressed to be executed by the Company has the same effect as if executed under the seal".

Dividends

- (o) Regulation 106 is amended:
 - (i) by adding after "sent by post" the words "at the risk of the person to whom it is sent";
 - (ii) by deleting the words "order of the" in the sixth line; and
 - (iii) by adding at the end the following sentence:

"The Company has no responsibility for sums delayed in the post or in the course of transfer or where it has complied with directions given in accordance with this Article ".

- (p) Regulation 107 is amended by adding at the end the following sentence:

"Unclaimed dividends may be invested or otherwise made use of for the benefit of the Company until claimed".

- (q) Regulation 108 is amended by replacing "twelve years" with "three years".

Accounts

- (r) Regulation 109 is amended by adding at the end "but they shall at all times be open for inspection by the Company's officers".

Notices

- (s) Regulation 111 is amended by adding at the end the following sentence:

"A notice sent by facsimile transmission is deemed to be in writing."

- (t) Regulation 112 is amended by adding at the end of the first sentence "or by facsimile transmission to a number given by the member to the Company for that purpose".

- (u) Resolution 115 is amended:

- (i) by replacing "at the expiration of 48 hours after the envelope containing it was posted" with "at the expiry of 24 hours after the envelope containing it is posted if sent by first class post and at the expiry of 48 hours if sent by second class post"; and

- (ii) by adding at the end the following sentences:

"A notice which is served by being left at the registered address of the addressee is deemed to be given when it is left there. A notice given by facsimile transmission is deemed to be given when the message is sent. "

DEFINITIONS AND INTERPRETATION

- 33. 33.1 In these Articles, unless the context otherwise requires and in addition (but subject to Article 33.6) to the definitions in Regulation 1:

""A" Directors" means the directors of the Company appointed by the "A"

	Shareholder pursuant to Article 3.4.1.2 for the time being and from time to time and "A" Director shall mean any one of them;
"Adoption Date"	means the date of adoption of these Articles;
""A" Shares"	means the "A" ordinary shares of £1 each in the capital of the Company;
"Articles"	means the articles of association of the Company from time to time;
""A" Shareholder"	means a member who holds "A" Shares acting in his capacity as a holder of "A" Shares and not in his capacity as a holder of any other class of Shares and "A" Shareholders shall be construed accordingly;
"Auditors"	means the auditors of the Company from time to time;
"Board"	means the board of directors of the Company for the time being and from time to time;
""B" Directors"	means the directors of the Company appointed by the "B" Shareholder pursuant to Article 3.4.2.2 for the time being and from time to time and "B" Director shall mean any one of them;
""B" Shares"	means the "B" ordinary shares of £1 each in the capital of the Company;
""B" Shareholder"	means a member who holds "B" Shares acting in his capacity as a holder of "B" Shares and not in his capacity as a holder of any other class of Shares and "B" Shareholders shall be construed

- accordingly;
- "Director"** means a director of the Company;
- "Disqualified Person"** means any person who has served as a director of the Company and who has been removed from office pursuant to Regulation 81(e) of Table A as amended by Article 32(l)(ii);
- "Group"** means in relation to any company, that company and any company which is a holding company or subsidiary of that company and any subsidiary of such holding company; and for the purposes of this Agreement "subsidiary" and "holding company" have the meanings ascribed thereto by sections 736 and 736A of the Act;
- "Office"** means the registered office of the Company;
- "Shares"** means shares of any class in the capital of the Company;
- "Shareholder" or "member"** means a holder of shares in the Company;
- 33.2 References to writing includes typewriting, printing, lithography, photography and other modes of representing or reproducing words in a legible and non-transitory form.
- 33.3 Any words or expressions defined in the Act or the Insolvency Act 1986, in either case as at the date when these Articles are adopted will where the context permits bear the same meaning in these Articles.
- 33.4 References in these Articles to the serving of notices by any particular method shall be construed as permissive only and shall not exclude the actual service or delivery of notice by any other means.
- 33.5 Where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective and, where an extraordinary resolution is required, a special resolution shall also be effective.
- 33.6 In the event of any inconsistency between the definitions in this Article 33 and Regulation 1, this Article 33 shall prevail.

34. PROCEEDINGS OF DIRECTORS – OVERRIDING PROVISIONS

General

34.1 This Article shall override and replace all other Articles of the Company dealing with Director's conflicts.

34.2 For the Purposes of this Article 34, the following expressions will have the following meanings:

2006 Act	shall mean the Companies Act 2006.
Board	shall mean the board of directors of the Company (or any duly authorised committee thereof) from time to time
Group Company	shall mean the Company or any other company which is a subsidiary undertaking of the Company from time to time.
Group Company Interest	shall be as defined in Article 34.5.
Investor Interest	shall be as defined in Article 34.6.
Relevant Investor Company	shall be as defined in Article 34.6.1.
Situational Conflict	shall mean a direct or indirect interest of a Director which conflicts or may potentially conflict with the interests of the Company (other than a Transactional Conflict or in circumstances which cannot reasonably be regarded as likely to give rise to a conflict of interest). For these purposes a conflict of interest shall include a conflict of interest and duty and a conflict of duties.
Transactional Conflict	shall mean a direct or indirect conflict of interest of a Director which arises in relation to an existing or proposed transaction or arrangement with the Company.

Directors' conflicts of interest – Board approval for Situational Conflicts

34.3 If a situation arises or exists on or after 1 October 2008 in which a Director has or could have a Situational Conflict, without prejudice to the provisions of Articles 34.5 to 34.6, the Director concerned, or any other Director, may propose to the Board that such Situational Conflict be authorised, such proposal to be made in writing and delivered to the other Directors or made orally at a meeting of the Board, in each case setting out particulars of the Situational Conflict in question. Subject to the 2006 Act, the Directors may authorise such Situational Conflict and the continuing performance by the relevant Director of his duties as a Director of the Company on such terms as they may think fit.

- 34.4 The relevant Director shall not be counted in the quorum at the relevant meeting of the Directors to authorise such Situational Conflict nor be entitled to vote on the resolution authorising it.

Directors' Situational Conflicts – pre-approval for Directors of Group Company Interests

- 34.5 Subject to compliance by him with his duties as a Director under Part X of the 2006 Act (other than the duty in section 175(1) of the 2006 Act which is the subject of this Article 34.5), a Director (including the chairman of the Company (if any)) may, at any time on or after 1 October 2008:

34.5.1 be an officer of, employed by, or hold shares or other securities (whether directly or indirectly) in, the Company; or

34.5.2 be a director or other officer of, employed by or hold shares or other securities (whether directly or indirectly) in, or otherwise be interested, whether directly or indirectly, in any other Group Company

(in either case a "Group Company Interest") and notwithstanding his office or the existence of an actual or potential conflict between any Group Company Interest and the interests of the Company which would fall within the ambit of that section 175(1), the relevant Director:

34.5.3 shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Group Company Interest may be discussed, and to vote on any resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant Director at the same time as the other Directors (save that a Director may not vote on any resolution in respect of matters relating to his employment with the Company or other Group Company);

34.5.4 shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Group Company Interest; and

34.5.5 will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Group Company Interest and otherwise than by virtue of his position as a Director, if to do so would breach any duty of confidentiality to any other Group Company or third party.

Directors' Situational Conflicts – pre-approval for Directors of Investor Interests

- 34.6 Subject to compliance by him with his duties as a Director under Part X of the 2006 Act (other than the duty in section 175(1) of the 2006 Act to the extent that it is the subject of this Article 34.6), a Director may, at any time on or after 1 October 2008, be a director or other officer of, employed by, hold shares or other securities in, or otherwise be interested, whether directly or indirectly, in

34.6.1 any entity which, directly or indirectly, holds shares or other securities in the Company (a "**Relevant Investor Company**") and as such the Director may, on behalf of the Relevant Investor Company, give or withhold any consent or give any direction required of the Relevant Investor Company pursuant to the terms of any subscription, investment or shareholders' agreement relating to the Company, or of any similar agreement, or document ancillary to or contemplated by such an agreement; or

34.6.2 any other company in which a Relevant Investor Company also holds shares or other securities or membership interests or is otherwise interested in any way, whether directly or indirectly,

(in either case an "**Investor Interest**"), and notwithstanding his office or the existence of an actual or potential conflict between any Investor Interest and the interests of the Company which would fall within the ambit of section 175(1) of the 2006 Act the relevant Director:

34.6.4 shall be entitled to attend any meeting or part of a meeting of the Directors or a committee of the Directors at which any matter which may be relevant to the Investor Interest may be discussed, and to vote on a resolution of the Directors or a committee thereof relating to such matter, and any board papers relating to such matter shall be provided to the relevant conflicted, or potentially conflicted, Director at the same time as other Directors;

34.6.5 shall not be obliged to account to the Company for any remuneration or other benefits received by him in consequence of any Investor Interest; and

34.6.6 will not be obliged to disclose to the Company or use for the benefit of the Company any confidential information received by him by virtue of his Investor Interest and otherwise than by virtue of his position as a Director.

Directors' Situational Conflicts – disclosure of interests

34.7 Any Director who has a Group Company Interest or an Investor Interest shall, as soon as reasonably practicable following the relevant Interest arising, disclose to the Board the existence of such Interest and the nature and extent of such Interest so far as the relevant Director is able at the time the disclosure is made PROVIDED that no such disclosure is required to be made of any matter in respect of which the relevant Director owes any duty of confidentiality to any third party. A disclosure made to the Board under this Article 34.7 may be made either at a meeting of the Board or by notice in writing to the Company marked for the attention of the Directors.

Directors' Situational Conflicts – shareholder approval

34.8 Notwithstanding the provisions of Articles 34.3, 34.5 and 34.6, the holders of all of the issued ordinary shares from time to time may, at any time, by notice in writing to the Company, authorise, on such terms as they shall think fit and shall specify in the notice:

34.8.1 any Situational Conflict which has been notified to the Board by any Director under Article 34.3; or

34.8.3 any Group Company Interest or Investor Interest which has been disclosed to the Board under Article 34.7,

(whether or not the matter has already been considered under, or deemed to fall within, Article 34.3, 34.5 or 34.6, as the case may be).

34.9 No contract entered into shall be liable to be avoided by virtue of:

34.9.1 any Director having an interest of the type referred to in Article 34.3 where the relevant Situational Conflict has been approved as provided by that Article or which is authorised pursuant to Article 34.8;

34.9.2 any Director having a Group Company Interest which falls within Article 34.5 or which is authorised pursuant to Article 34.8; or

34.9.3 any Director having an Investor Interest which falls within Article 34.6 or which is authorised pursuant to Article 34.8.

Directors' conflicts of interest - Transactional Conflicts

34.10 The provisions of Articles 34.3 to 34.9 shall not apply to Transactional Conflicts but the following provisions of this Article 34.10 and Article 34.11 shall so apply. Any Director may be interested in an existing or proposed transaction or arrangement with the Company provided that he complies with the 2006 Act.

34.11 Without prejudice to the obligation of each Director to declare an interest in accordance with 2006 Act, a Director may vote at a meeting of the Board or of a committee of the Board on any resolution concerning a matter in which he has an interest, whether direct or indirect, which relates to a transaction or arrangement with the Company, or in relation to which he has a duty. Having so declared any such interest or duty he may have, the Director shall be counted in the quorum present when any such resolution is under consideration and if he votes on such resolution his vote shall be counted.