

File Copy



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 06850758

The Registrar of Companies for England and Wales hereby certifies that
BURCOTE WIND 2 LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the company is limited.

Given at Companies House on 18th March 2009



N06850758Q



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

The above information was communicated in non-legible form and authenticated by the
Registrar of Companies under section 710A of the Companies Act 1985



Companies House

— for the record —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6850758

Company name

BURCOTE WIND 2 LIMITED

I,

EMW DIRECTORS LIMITED

of

**SEEBECK HOUSE 1 SEEBECK PLACE
KNOWLHILL
MILTON KEYNES
BUCKINGHAMSHIRE
UNITED KINGDOM
MK5 8FR**

a

person named as a director of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



Companies House
— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**



XZ1FE886

Received for filing in Electronic Format on the: **17/03/2009**

*Company Name
in full:* **BURCOTE WIND 2 LIMITED**

*Proposed Registered
Office:* **SEEBECK HOUSE 1 SEEBECK PLACE
KNOWLHILL
MILTON KEYNES
BUCKINGHAMSHIRE
UNITED KINGDOM
MK5 8FR**

memorandum delivered by an agent for the subscriber(s): **No**

Company Secretary

Name **EMW SECRETARIES LIMITED**

Address: **SEEBECK HOUSE 1 SEEBECK PLACE
KNOWLHILL
MILTON KEYNES
BUCKINGHAMSHIRE
UNITED KINGDOM
MK5 8FR**

Consented to Act: **Y** *Date authorised* **18/03/2009** *Authenticated:* **YES**

Director 1:

Name **IAN ZANT-BOER**

Address: **GARDEN COTTAGE LITTLE COURT
MAIDFORD ROAD
FARTHINGSTONE
NORTHAMPTONSHIRE
UNITED KINGDOM
NN12 8HE**

Nationality: **BRITISH**

Business occupation: **SOLICITOR**

Date of birth: **15/01/1953**

Consented to Act: **Y** *Date Authorised:* **18/03/2009** *Authenticated:* **YES**

Director 2:

Name **EMW DIRECTORS LIMITED**

Address: **SEEBECK HOUSE 1 SEEBECK PLACE
KNOWLHILL
MILTON KEYNES
BUCKINGHAMSHIRE
UNITED KINGDOM
MK5 8FR**

Consented to Act: **Y** *Date Authorised:* **18/03/2009** *Authenticated:* **YES**

Authorisation

Authoriser Designation: **subscriber**

Date Authorised: **17/03/2009**

Authenticated: **Yes**

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES OF ASSOCIATION

of

Burcote Wind 2 Limited

EMW Picton Howell LLP

No

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

Burcote Wind 2 Limited

- 1 The Company's name is "Burcote Wind 2 Limited".
- 2 The Company's registered office is to be situated in England and Wales.
- 3 The Company's objects are:-
 - 3.1 to carry on business as a general commercial company and accordingly to carry on any trade or business whatsoever and to do all such things as are incidental or conducive to the carrying on of any trade or business by it;
 - 3.2 to do anything which can in the opinion of the directors conveniently or advantageously be done with any business or activity of the Company or which may be calculated directly or indirectly to enhance the value of or render more profitable any of the Company's businesses, property or rights and to continue any activity which when it commenced was authorised by this or the last preceding sub-clause;
 - 3.3 to purchase, take on lease or in exchange, hire, apply for, register, take options over or otherwise acquire, whether in connection with any activity of the Company or by way of investment, and to hold, protect, prolong, alter, repair and renew immovable and movable property, assets, rights and privileges of all kinds including without limitation any estate, interest or right in land, buildings, goods and chattels, licences, goodwill, contracts, concessions, patents, trade marks, domain names, designs, copyright, intellectual property, secrets, know-how, rights, securities and investments of any nature and to construct any buildings or structures or to execute any works on any land;
 - 3.4 to sell, lease, let on hire, exchange, improve, extend, preserve, manage, develop, work, mortgage, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any of the property, assets, rights, privileges, businesses and undertakings of the Company for such consideration as the Company may think fit or (so far as is lawful) for no consideration;
 - 3.5 to enter into any transaction and exercise any power connected with the carrying on, control, financing or management of the Company's businesses, activities or assets or the sale, provision or exploitation of its products, goods, services or experience and to raise or borrow money (whether or not immediately required), obtain credit or sources of finance of any kind, receive money on

deposit, mortgage or charge all or part of its undertaking, uncalled capital (present or future), rights, property and assets, issue debentures or debenture or loan stock, obtain guarantees, make pledges, grant liens or enter into any other form of security;

- 3.6 to lend money or give credit with or without security to and (whether for consideration or otherwise) to undertake or guarantee the obligations of any person, firm or company, including (without prejudice to the generality of the foregoing) any supplier or customer of the Company, any company which is the Company's holding company or a subsidiary of the Company's holding company or any subsidiary of the Company or any company, firm or business in which the Company may be in any way interested and to enter into any form of security for any such guarantee or obligation;
- 3.7 to make, draw, accept, endorse, issue, discount, negotiate and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, orders for payment, commercial paper and other negotiable or mercantile instruments and to procure and pay the costs, charges and expenses of the doing of any such things by any other person;
- 3.8 to invest the Company's money in such investments or securities as may from time to time be determined or to deal with such money in any other manner and to hold, transpose and deal with any investments or securities in any manner;
- 3.9 to acquire any other company, firm or business or the goodwill or assets of any business whether for cash or by the issue or transfer of shares, debentures, debenture stock or other securities whether of the Company or otherwise or in consideration of the Company undertaking any liabilities or in any other way or in any combination of ways and to take interests by way of shareholding or otherwise in any other company, enterprise or concern whether by way of trade or investment;
- 3.10 to carry out the functions of a group holding company or group services company (whether or not the Company is at the same time carrying on any other business), to control, finance and manage, and to provide managerial, secretarial, accounting, legal, insurance, administrative, technical, financial, computer, telecommunications, marketing, commercial or any other services or facilities for or otherwise to assist any company in which the Company may be interested or which is the Company's holding company or a subsidiary of the Company's holding company and to make or enter into any arrangements which may seem desirable in respect of any such company and to enter into any transaction or arrangement calculated to benefit any such company which would have been authorised if calculated to benefit the Company;
- 3.11 to amalgamate with or to enter into any partnership or joint venture arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business which the Company is authorised to carry on or any business or transaction which may seem capable of being conducted so as directly or indirectly to benefit the Company and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, firm or person and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital on any shares, stock or securities of and to subsidise or otherwise assist any such company, firm or person;
- 3.12 to promote any other company which may seem directly or indirectly capable of benefiting the Company or for the purpose of acquiring the whole or any part of the business, property, assets or

liabilities of the Company and to place, underwrite, subscribe or enter into any other transaction in relation to shares or securities of any such company;

- 3.13 to engage directors, staff, employees, consultants, advisers and agents and to fix and regulate their terms of employment and relations with them and to remunerate them whether by salary, fees, bonuses, pensions, insurance, benefits, the allotment of shares or other securities of the Company or otherwise as may be deemed expedient and to provide or establish, manage, act as trustee of and fund any trust, scheme, society, company or fund to provide benefits for or to the directors, employees and former directors and employees of the Company or any company which is the Company's holding company or a subsidiary of the Company's holding company or a subsidiary of the Company or any company, firm or business in which the Company may be in any way interested and their spouses, civil partners and dependants including in particular any pension funds or schemes, employees' share schemes, profit sharing schemes, employee trusts, sports, educational or leisure facilities and training or retraining schemes;
- 3.14 to research into, develop or improve any invention, process or field of knowledge capable directly or indirectly of benefiting the Company and to fund any such research, development or improvement by any other person or persons or education and training in any such field of knowledge or education or training in skills or disciplines which may be useful to the Company or any company, firm or business in which the Company is interested;
- 3.15 to advertise and promote in any manner the public image of the Company or any of its businesses or activities, the sale, production or use of any goods, products or services supplied or dealt in by the Company or by any company, firm or business in which the company is interested, any securities of the Company or any other matter in which the Company may be interested;
- 3.16 to apply for, promote, oppose or object to any legislation, regulation, order, charter, decree, licence, registration, authorisation, right, privilege or concession of or from any authority (international, supranational, governmental, local, judicial, regulatory or otherwise) or of or from any public or private body or person as may seem calculated directly or indirectly to benefit the interests of the Company;
- 3.17 to support and contribute to in any manner any charity or charitable object or overseas body, organisation or purpose having the characteristics of a charity or any benevolent, public or social object or any trade association or association of employers or employees or (so far as calculated directly or indirectly to benefit the interests of the Company) any political party or cause;
- 3.18 to insure for its own benefit or for the benefit of any other person against loss, damage, risks and liabilities of all kinds and (without prejudice to the generality of the foregoing) to purchase and maintain for officers of the Company or of any other company insurance against any liability which by virtue of any rule of law would otherwise attach to them in respect of any negligence, default, breach of duty or breach of trust of which they may be guilty;
- 3.19 to pay all the costs, charges and expenses of and incidental to the promotion, incorporation and formation of the Company and the underwriting, placing, selling, listing or guaranteeing of any shares or securities of the Company or the raising of money for the Company or any other company in which the Company is or proposes to be interested and (so far as permitted by law) to provide financial or other assistance for the acquisition of shares or securities of the Company or

its holding company and to provide incentives or facilities for investments or dealings in shares or securities of the Company or its holding company;

- 3.20 to distribute any property of the Company among the members or as they may direct in cash, in specie or in any other manner;
- 3.21 to enter into contracts, transactions, arrangements and obligations of all kinds and to exercise all the powers of a company limited by shares under any of the Companies Acts of the United Kingdom from time to time in force and any other statute, law or regulation in any part of the world governing any of the operations or transactions of the Company;
- 3.22 to do all such other things as may be incidental or conducive to the attainment of the above objects or any of them and to enter into any transaction decided on by the directors for the time being of the Company;
- 3.23 to act as and to do all or any of the above things as principal, agent, trustee or otherwise and either alone or in conjunction or in partnership with others and either by or through agents, partners, sub-contractors, trustees or otherwise.

The objects set out in this clause 3 are not to be restrictively construed but the widest interpretation is to be given to them and they are not, except where expressly required, to be in any way limited or restricted by reference to or inference from any other object or objects or from the order in which they appear or from the name of the Company but are separate and independent objects and the Company has power to carry out each such object as if it were the principal object of the Company.

Nothing in this clause 3 restricts the objects of the company for the purposes of section 31 of the Companies Act 2006, and with effect from that section coming into force the company's objects are unrestricted.

- 4 The liability of the members is limited.
- 5 The Company's share capital is £10,000.00 divided into 10,000 Ordinary shares of £1.00 each

Name and Address of Subscribers	Number of Ordinary shares of £1.00 each taken by each subscriber
EMW Directors Limited Seebeck House 1 Seebeck Place Knowlhill Milton Keynes Buckinghamshire MK5 8FR United Kingdom	1 _____ Authorised signatory
Total Shares	1

WITNESS to the above signatures:

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

Burcote Wind 2 Limited

EMW Picton Howell LLP

No

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Burcote Wind 2 Limited

1 PRELIMINARY

- 1.1 The regulations in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 (as they relate to private companies limited by shares) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 ("Table A") apply to the Company except to the extent that they are excluded and modified by these articles and, together with these articles, are the articles of association of the Company, to the exclusion of all other regulations and articles.

2 INTERPRETATION

- 2.1 Unless the context otherwise requires, words and expressions which have particular meanings in Table A or in the Act have the same meanings in these articles.
- 2.2 In these articles references to "the Act" mean whichever of the Companies Act 1985 or the Companies Act 2006 is in force at the time in respect of the matter in question.

3 SHARE CAPITAL

- 3.1 The directors are generally and unconditionally authorised to exercise all the powers of the Company to allot any shares, and to grant rights to subscribe for or convert any security into shares, up to an aggregate nominal value of £ 10,000.00 Unless renewed, this authority will expire on the fifth anniversary of the date of incorporation of the Company, but the Company may make any offer or agreement while this authority is in force (as originally granted or as renewed) which would or might require shares to be allotted, or rights to subscribe for or convert any security into shares to be granted, after its expiry.
- 3.2 Section 89(1) of the Companies Act 1985 does not apply to the allotment by the Company of any equity security.

4 SHARE CERTIFICATES

- 4.1 Regulation 6 of Table A applies with the addition of the words "or otherwise executed by or on behalf of the Company" after the words "sealed with the seal" in the second sentence.

5 LIEN

- 5.1 The Company has a first and paramount lien on every share for all money (whether immediately payable or not) payable at a fixed time or called in respect of that share. The Company also has a first and paramount lien on every share registered in the name of any person (whether solely or jointly with others) for all money owing to the Company from him or his estate, whether alone or jointly with any other person, whether as a member or not and whether immediately payable or not. The directors may at any time declare any share to be wholly or partly exempt from the Company's lien. The Company's lien on a share extends to any amount payable in respect of it. Regulation 8 of Table A does not apply, except that if the Company is at any time a public company, this article does not apply and Regulation 8 of Table A applies.

6 CALLS ON SHARES

- 6.1 The following is added at the end of Regulation 15 of Table A:

"That person shall also pay to the company all expenses incurred by the company by reason of his non-payment, but the directors may waive payment of expenses wholly or in part."

7 TRANSFER OF SHARES

- 7.1 The directors may decline to register any transfer of a share, whether or not it is a fully paid share, in their absolute discretion and without giving any reason. Regulation 24 of Table A does not apply.

8 TRANSMISSION OF SHARES

- 8.1 The directors may at any time give notice requiring any person who has become entitled to a share in consequence of the death or bankruptcy of a member to elect to be registered as the holder of the share and if the notice is not complied with within 90 days, the directors may withhold payment of all dividends or other money payable in respect of the share until the requirements of the notice have been satisfied. Before being registered as the holder of the share, a person who becomes entitled to a share in consequence of the death or bankruptcy of a member is not entitled (in respect of that share) to vote nor to receive notice of any meeting of the Company or of any separate meeting of the holders of any class of shares in the Company. Regulation 31 of Table A is modified accordingly.

9 INVESTIGATION OF SHAREHOLDINGS

- 9.1 The directors may by a notice in writing require any member to indicate in writing, supported (if the directors so require) by a statutory declaration, any or all (as the directors require) of the following:

9.1.1 the capacity in which the member holds any shares;

9.1.2 the nature and extent of the interest of any other person in those shares (including the name and address of any such person); and

9.1.3 the nature and extent of any interest of the member in any shares of the Company not held by him.

9.2 The notice must state a reasonable time within which the member is required to reply. If at the end of that time the member has not complied in full with the notice or the directors are not satisfied that they have all the information (whether or not within the member's knowledge) required by the notice and that such information is true, the directors may impose upon the member any or all of the following sanctions:

9.2.1 suspension of the right of the member to vote and the right to receive notice of, attend or speak at any meeting of the Company;

9.2.2 suspension of the right of the member to receive any dividend or other distribution, the member's part of any such dividend or other distribution being retained by the Company for the period of the suspension without any liability to pay interest on it;

9.2.3 suspension of registration of transfers of shares or of renunciation of rights to the allotment of shares by or to the member or in which the directors have reason to believe the member is interested;

9.2.4 suspension of right of the member to be offered opportunities to subscribe for or to purchase shares.

9.3 Those sanctions continue until such time as the directors are satisfied that they have all the information requested in the notice and that such information is true and (unless the directors are satisfied, in their absolute discretion and without being required to give any reason, that the member and all persons interested in the shares used all due diligence to comply with the notice within the time specified and as soon as practicable thereafter) for three months after that. The directors may in their absolute discretion terminate, suspend or relax any such sanction (whether or not subject to any conditions) and may resolve any practical difficulty arising in the application of this article (or in the application of any other article or of the Act in relation to a member to whom sanctions have been applied under this article) as they think fit.

10 NOTICE OF GENERAL MEETINGS

10.1 The agreement of any one of the joint holders of a share to shorter notice of a meeting than is required by the Act is deemed the agreement of all of them in respect of that share.

10.2 Omission to give notice of a meeting to the auditors does not invalidate the proceedings at the meeting.

11 PROCEEDINGS AT GENERAL MEETINGS

11.1 Regulation 41 of Table A applies with the addition of the following sentence:

"If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, any person or persons entitled to vote upon the business to be transacted, being (or each being) a member or a proxy for a member or a duly authorised representative of a

corporation, shall be a quorum if he is (or they are together) entitled to cast more than one half of the number of votes which might be cast at the meeting upon the business to be transacted; or in other circumstances, the meeting shall be dissolved.”.

12 WRITTEN RESOLUTIONS

- 12.1 The joint holder of a share whose name comes first in the register of members in respect of the joint holding is authorised to agree to any written resolution on behalf of all the joint holders and to receive any document which is required by the Act to be supplied to the joint holders in connection with that resolution.

13 VOTES OF MEMBERS

- 13.1 Regulation 62 of Table A applies with the addition at the end of paragraph (c) of the word “or” and the following paragraph (d):

“(d) be delivered at any time before the start of the proceedings to any director or to the secretary at the place appointed for the holding of the meeting or adjourned meeting or the taking of the poll;”.

14 NUMBER OF DIRECTORS

- 14.1 Unless otherwise determined by ordinary resolution the minimum number of directors is one. For so long as the minimum number of directors is one, a sole director has all the powers, duties and discretions conferred on or vested in the directors by these articles. A sole director may hold a meeting and is a quorum. The quorum for the transaction of the business of the directors is the number fixed by or in accordance with Regulation 89 of Table A or, if fewer, the number of directors for the time being in office; but if there are fewer directors than any minimum number of directors fixed by or in accordance with these articles, the continuing director or directors may act only for the purpose of appointing directors or of calling a general meeting. Regulations 64 and 89 of Table A are modified accordingly and Regulation 90 of Table A does not apply.

15 ALTERNATE DIRECTORS

- 15.1 The following is added at the end of Regulation 66 of Table A:

“nor shall any meeting of directors be invalid by reason that notice thereof or of any business to be transacted thereat was not given to any alternate director if his appointor attends such meeting. A person nominated to be an alternate director may (if his appointor is not personally present) be counted in the quorum at the meeting and vote upon the resolution to approve his appointment as alternate director”.

16 POWERS OF DIRECTORS

- 16.1 The directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for the purposes and with the powers, authorities and discretions (not exceeding those vested in or exercisable by the directors) and upon the conditions set by the directors, and may also authorise any agent to delegate all or any of the powers, authorities and discretions vested in or exercisable by him. The directors may revoke or alter any such appointment but no person

dealing in good faith and without notice of any revocation or alteration is affected by it. Regulation 71 of Table A does not apply.

17 DELEGATION OF DIRECTORS' POWERS

17.1 Regulation 72 of Table A applies with the insertion of the words "powers, authorities and discretions" in place of the word "powers" wherever it occurs in the said Regulation and with the addition at the end of the third sentence of the words "but no person dealing in good faith and without notice of any such revocation or alteration shall be affected by it".

17.2 The following is added after the first sentence of Regulation 72 of Table A:

"A committee has power (unless the directors direct otherwise) to co-opt any person as a member of the committee for any specific purpose, who need not be a director."

18 APPOINTMENT AND RETIREMENT OF DIRECTORS

18.1 A member or members holding shares conferring the right to cast 75% of the votes exercisable in ordinary circumstances on a resolution of the members may at any time appoint any person to be a director (either to fill a vacancy or as an additional director) or remove any director from office, notwithstanding anything in the articles or in any agreement between the director and the Company. This power must be exercised by notice in writing signed by the member or members or, in the case of a corporate holder, by one of its directors on its behalf and deposited at the office or delivered at a meeting of the directors or at a general meeting of the Company to any director or to the secretary.

18.2 Any person may be appointed as a director by the directors, either to fill a vacancy or as an additional director. Regulation 79 of Table A does not apply.

18.3 The office of a director is vacated not only upon the happening of any of the events mentioned in regulation 81 of Table A but also if he is removed from office under the articles. Regulation 81 of Table A is modified accordingly.

19 REMUNERATION OF DIRECTORS

19.1 The ordinary remuneration of the directors is the amount the directors decide from time to time or any other amount the Company may decide from time to time by ordinary resolution, to be divided among them in the proportion and manner as the directors decide or, in the absence of a decision, equally. Subject to any such decision, a director holding office for part only of a year is entitled to a proportionate part of a full year's remuneration. Regulation 82 of Table A does not apply.

20 DIRECTORS' APPOINTMENTS AND INTERESTS

20.1 Regulation 86 of Table A applies with the deletion of the word "and" after paragraph (a) and the addition of the following paragraphs:

"(c) an interest of which the directors are aware shall be deemed to have been disclosed;

(d) an interest which does not require a declaration of interest under the Act shall be deemed to have been disclosed;

- (e) declaration of an interest made or deemed made in accordance with the Act shall be a sufficient declaration; and
- (f) disclosure to those directors who participate in the decision on a transaction, arrangement or other matter shall be deemed disclosure to the directors”.

20.2 If a director has complied with Regulations 85 and 86 of Table A (as modified by these articles) in respect of a transaction or arrangement, he is not accountable to the Company for any benefit which he derives from the transaction or arrangement, nor is it liable to be avoided, on the ground of his omission to comply with the separate duty to declare his interest under of the Act.

21 PROCEEDINGS OF DIRECTORS

21.1 The third sentence of Regulation 88 of Table A does not apply. It is not necessary to give notice of a directors' meeting to a director who has waived notice (either generally or in relation to a particular meeting), nor to a director who is known by the Company to be absent from his usual address and with whom the Company is unable to communicate using reasonable diligence. The Company may give notice of a meeting of the directors to a director by any means, written or otherwise, reasonably calculated to come to his attention within a reasonable time.

21.2 Regulation 93 of Table A applies with the addition of “or approved in writing” after the word “signed” in each place that it appears in the said Regulation.

21.3 A director is entitled to vote on any resolution in respect of any transaction or arrangement in which he has an interest and is to be counted in the quorum present at a meeting in relation to the resolution. Regulations 94 to 96 (inclusive) of Table A do not apply.

21.4 Any director or other person may, if the chairman permits, participate in a meeting of directors or of a committee of directors by means of conference telephone, videoconference, web link or similar communications equipment whereby all those participating in the meeting can hear each other. Anyone participating in the meeting in this manner is deemed to be present in person at that meeting. The meeting is deemed to take place where the largest group participating is assembled or, if there is no such group, where the chairman of the meeting is. At the start of the meeting each director should acknowledge his presence to the others and he is conclusively presumed to have been present and to have formed part of the quorum throughout the meeting unless he informs the other directors taking part that he is leaving or disconnecting his equipment. Proceedings at the meeting are not invalidated even if it is later discovered that any communications failure occurred.

21.5 Any corporation which is a director of the Company may by a resolution of its directors or other governing body authorise any person to act as its representative at meetings of the directors of the Company and the person authorised is entitled to exercise on behalf of the corporation the powers and duties which the corporation could exercise if it were an individual director of the Company.

22 ASSOCIATE DIRECTORS

22.1 The directors may at any time and from time to time appoint any person to be an associate director with a title including the word “director”. An associate director is not a director of the Company and is not a member of the Board. The directors may define and limit the powers and

duties of any associate directors and may determine their remuneration, which may be in addition to their remuneration as managers or employees of the Company.

23 NOTICES

- 23.1 The third sentence of Regulation 112 of Table A does not apply. A member who gives to the Company an address at which written notices may be given to him is entitled to have notices given to him at that address. The Company is not obliged to send any notice or other document to a member whose registered address is outside the United Kingdom or to an address outside the United Kingdom if the directors reasonably consider that it is or may be unlawful under any applicable law to do so, and no such member is entitled to receive any such notice or other document from the Company. No member is entitled to require that notices be given to him by electronic communications. The definition in Regulation 112 of Table A of "address" in relation to electronic communications applies generally in these articles.
- 23.2 Proof that an envelope containing a notice was properly addressed, prepaid and posted is conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was transmitted by the Company or its agent to the internet or to a public telecommunications network, addressed to the address provided by the member, is conclusive evidence that the notice was given. A notice is deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained or referred to in an electronic communication, at the expiration of four hours after the time it was transmitted. Regulation 115 of Table A does not apply. If the Company becomes aware that a notice contained in an electronic communication has not been received at the address to which it was transmitted it must use reasonable endeavours to send a copy of the notice to the addressee as soon as reasonably practicable, whether in writing or by electronic communications, but the notice is still deemed given four hours after the original electronic communication was transmitted.

24 INDEMNITY

- 24.1 Subject to and so far as is permitted by the Act, but without prejudice to any indemnity to which any person concerned may otherwise be entitled, every director, alternate director, secretary or other officer of the Company (other than an auditor) is to be indemnified out of the assets of the Company against any losses or liabilities incurred by him in connection with the execution and discharge (or purported execution and discharge) of his duties as an officer or employee of the Company or in relation to trusteeship of any occupational pension scheme of the Company or of an associated company, including all liability incurred by him as such in defending any proceedings, whether civil or criminal or regulatory, in which judgment is given in his favour, or in which he is acquitted, or which are discontinued, or in connection with any proceedings in which relief is granted to him by the court; provided that the foregoing indemnity does not extend to any liability of an officer for any proven negligence, default, breach of duty or breach of trust in relation to the Company (other than one in relation to which relief is granted to him by the court) unless either it is so agreed in writing between the Company and the officer, or the directors so resolve (whether prospectively or retrospectively and whether generally or in relation to any particular liability). Regulation 118 of Table A does not apply.
- 24.2 The directors may exercise the powers of the Company to purchase and maintain for any officer of the Company insurance against any liability incurred by him as an officer of the Company.

Names and addresses of Subscribers

EMW Directors Limited
Seebeck House
1 Seebeck Place
Knowlhill
Milton Keynes
Buckinghamshire
MK5 8FR
United Kingdom

Authorised signatory

DATED: 17 March 2009

WITNESS to the above signatures: