

**Company No: 07234155**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

**of**

**ALECTRON INVESTMENTS LTD  
(the "Company")**

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**PASSED ON 22 DECEMBER 2010**

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that:

- resolution 1 is passed as an ordinary resolution; and
- resolutions 2 and 3 are passed as special resolutions,  
(together, the "**Resolutions**").

**ORDINARY RESOLUTION**

1. **THAT**, each of the Ordinary Shares of £1 each in the capital of the Company be and are hereby sub-divided into 49 "A" ordinary shares of £0.020408 each, having the rights set out in the Articles of Association adopted pursuant to resolution 2

**SPECIAL RESOLUTIONS**

2. **THAT**, the Articles of Association annexed hereto be and are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.
3. **THAT**, subject to passing of Resolutions 1 and 2 above, the Company be authorised to issue and allot 21 "B" Ordinary Shares of £0.020408 to Bond Murray LLP.



## AGREEMENT

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

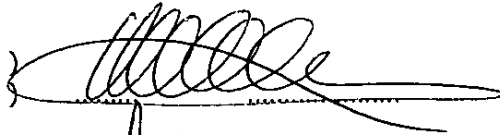
We, the undersigned, being or representing the members of the Company, entitled to vote on the above resolutions on 22 December 2010 (the "**Circulation Date**"), hereby irrevocably agree to the resolutions:

**SIGNED** by  
for and on behalf of  
**GREY ROCK MANAGEMENT LTD**

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)  
)

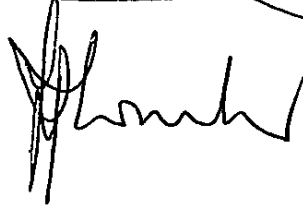
**Director**

**SIGNED** by  
**PETER CHARLES WALKER**

) 

**SIGNED** by  
**STEPHEN PATRICK THORNTON**

)  
)



Dated 22 December 2010

## AGREEMENT


Please read the notes at the end of this document before signifying your agreement to the Resolutions.

We, the undersigned, being or representing the members of the Company, entitled to vote on the above resolutions on 22 December 2010 (the "Circulation Date"), hereby irrevocably agree to the resolutions

**SIGNED** by RJC Hume + J. Hume  
for and on behalf of  
**GREY ROCK MANAGEMENT LTD**

)  
)  
)

  
RJC Hume  
Director

  
J. Hume  
Director

**SIGNED** by  
**PETER CHARLES WALKER**

)  
)

**SIGNED** by  
**STEPHEN PATRICK THORNTON**

)  
)

Dated 22 December 2010

**ANNEX**

**Articles of Association**



EVERSHEDS

Company No. 07234155

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Articles of Association of Alectron Investments Limited

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Incorporated 26 April 2010

Adopted by written resolution passed on 22 December 2010

**Eversheds LLP**  
115 Colmore Row  
Birmingham  
B3 3AL

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Fax 0845 497 1900  
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DX 13004 Birmingham  
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**THE COMPANIES ACT 2006**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

OF

**ALECTRON INVESTMENTS LIMITED**

Adopted by written resolution passed on 22 December 2010

**1 PRELIMINARY**

The model articles of association for private companies limited by shares contained in Schedule 1 to The Companies (Model Articles) Regulations 2008 in force on the date when these Articles become binding on the Company ("Model Articles") (a copy of which is annexed) apply to the Company except in so far as they are excluded or varied by these Articles

**2 INTERPRETATION**

2 1 In these Articles the following expressions have the following meanings unless inconsistent with the context:

**"2006 Act"** the Companies Act 2006 (as amended from time to time)

**"these Articles"** these Articles of Association as amended from time to time

**" "A" shares"** "A" ordinary shares of £0.020408 each in the Company

**" "B" shares"** "B" ordinary shares of £0.020408 each in the Company

**"electronic means"** has the meaning given in section 1168 of the Companies Act 2006

**"eligible directors"** has the meaning given in Model Article 8(3)

**"Shareholders Agreement"** the agreement between Bond Murray LLP, Grey Rock Investments Limited, Stephen Thornton and Peter Walker dated on or about the date of adoption of these Articles

**"the Statutes"** the Companies Acts as defined in section 2 of the 2006 Act and every other statute, order,

regulation or other subordinate legislation in force from time to time relating to companies, and affecting the Company

**"United Kingdom"** Great Britain and Northern Ireland.

2.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as

2.2.1 in the Statutes, but excluding any statutory modification of the same not in force when these Articles become binding on the Company; and

2.2.2 in the Shareholders Agreement.

2.3 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as modified, replaced, re-enacted or consolidated and in force from time to time and any subordinate legislation made under the relevant statute or statutory provision.

### 3. **UNANIMOUS DECISIONS OF DIRECTORS**

A decision of the directors may take the form of a resolution in writing, where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing. Model Article 8(2) shall not apply to the Company

### 4 **CALLING A DIRECTORS' MEETING**

Any director may call a directors' meeting by giving not less than 7 days' notice of the meeting (or such lesser notice as all the directors may agree) to the directors or by authorising the company secretary (if any) to give such notice. Model Article 9(1) shall not apply to the Company.

### 5 **DIRECTORS' MEETINGS**

5.1 The quorum for directors' meetings shall throughout each meeting be three comprising at least two "A" Directors and one "B" Director (or their respective alternates) but if at any time there shall be no "A" Directors or "B" Directors the quorum at that time shall not require the presence of that class of director. Model Articles 11(2) and 11(3) shall not apply to the Company.

5.2 Any decision of the directors shall either be a decision taken in accordance with Model Article 8 or a unanimous decision of those directors present at a meeting of the directors. Model Article 7 shall be amended accordingly.

5.3 The following shall be added as paragraph (4) to Model Article 11:

"(4) If, as a consequence of section 175(6) of the 2006 Act, a director cannot vote or be counted in the quorum at a directors' meeting then the following shall apply:



- (a) if the eligible directors participating in the meeting do not constitute a quorum then the quorum for the purposes of the meeting shall be reduced by one for each director who cannot vote or be counted in the quorum; and
- (b) if despite sub-paragraph (a) the eligible directors participating in the meeting still do not constitute a quorum or there are no eligible directors then the meeting must be adjourned to enable the shareholders to authorise any situation in which a director has a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company "

## 6. **CASTING VOTE**

Model Article 13(1) shall be amended by deleting the words "has a casting vote" and by substituting for such words "shall not have a casting vote" and Model Article 13(2) shall not apply to the Company.

## 7 **DIRECTORS' INTERESTS**

7 1 Subject to these Articles and the 2006 Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director:

7.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,

7 1 2 may hold any other office or employment with the Company (other than the office of auditor);

7 1.3 may be a director or other officer of, or employed by, or be a party to any transaction or arrangement with or otherwise interested in any body corporate in which the Company is in any way interested,

7.1.4 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested (other than as auditor); and/or

7.1 5 shall not be accountable to the Company for any benefit which he receives or profits made as a result of anything permitted by **Articles 7.1.1 to 7.1.4** and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

7.2 Except for a vote under section 175(4) of the 2006 Act authorising any conflict of interest which a director or any other interested director may have or where the terms of authorisation of such conflict provide that a director may not vote in situations prescribed by the directors when granting such authorisation, a director will be entitled to participate in the decision making process for voting

and quorum purposes on any of the matters referred to in **Articles 7.1.1. to 7.1.4** and in any of the circumstances set out in Model Articles 14(3) and 14(4)

7.3 For the purposes of these Articles references to decision making process includes any directors' meeting or part of a directors meeting.

7.4 For the purposes of **Article 7.1**

7.4.1 a general notice given in accordance with the 2006 Act is to be treated as a sufficient declaration of interest,

7.4.2 a director is not required to declare an interest either where he is not aware of such interest or is not aware of the transaction or arrangement in question; and

7.4.3 an interest of a director who appoints an alternate director shall be treated as an interest of the alternate director.

7.5 Model Articles 14(1), 14(2) and 14(5) shall not apply to the Company.

## **8. ALTERNATE DIRECTORS**

### **8.1 Appointment and removal of alternates**

8.1.1 Any director ("the appointor") may appoint as an alternate any other director, or any other person to

8.1.1.1 exercise that director's powers; and

8.1.1.2 carry out that director's responsibilities,

in relation to participation in directors' meetings and the taking of decisions by the directors in the absence of the alternate's appointor

8.1.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.

8.1.3 The notice must:

8.1.3.1 identify the proposed alternate; and

8.1.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

## 8.2 Rights and responsibilities of alternate directors

8.2.1 An alternate director has the same rights, in relation to participation in directors' meetings and the taking of decisions by the directors and in relation to directors' written resolutions, as the alternate's appointor

8.2.2 An alternate director may act as an alternate director for more than one appointor.

8.2.3 Except as these Articles specify otherwise, alternate directors:

8.2.3.1 are deemed for all purposes to be directors;

8.2.3.2 are liable for their own acts and omissions,

8.2.3.3 are subject to the same restrictions as their appointors; and

8.2.3.4 are not deemed to be agents of or for their appointors,

and, each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member

8.2.4 A person who is an alternate director but not a director:

8.2.4.1 may be counted as participating for the purposes of determining whether a quorum is participating (but only if that person's appointor is not participating); and

8.2.4.2 may participate in a unanimous decision of the directors (but only if his appointor is an eligible director in relation to that decision, but does not participate).

No alternate may be counted as more than one director for such purposes.

8.2.5 A director who is also an alternate director is entitled, in his absence of his appointor, to a separate vote on behalf of his appointor, in addition to his own vote on any decision of the directors (provided that his appointor is an eligible director in relation to that decision), but shall not count as more than one director for the purposes of determining whether a quorum is present

8.2.6 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

### **8 3 Termination of alternate directorship**

#### **8 3 1 An alternate director's appointment as alternate terminates**

8.3.1.1 when the alternate's appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

8.3.1.2 on the occurrence in relation to the alternate of any event which, if it occurred in relation to the alternate's appointor, would result in the termination of the appointor's appointment as a director,

8.3.1.3 on the death of the alternate's appointor, or

8 3 1 4 when the alternate's appointor's appointment as a director terminates

### **9. ALTERNATE DIRECTORS' EXPENSES**

Model Article 20 shall be amended by the insertion of the words "[including alternate directors)]" before the words "properly incur".

### **10 SHARES**

The "A" shares and the "B" shares shall be separate classes of shares but except as expressly provided in these Articles and the Shareholders Agreement, shall rank *pari passu* in all respects

### **11 VARIATION OF CLASS RIGHTS**

11.1 The rights from time to time respectively attached to any "A" shares or "B" shares from time to time in issue may from time to time (whether or not the Company is being wound up) be varied or abrogated with the unanimous consent in writing of the holders of the issued shares of the relevant class To each such separate general meeting all the provisions of these Articles as to general meetings of the Company shall *mutatis mutandis* apply, but so that the necessary quorum shall be one holder of the relevant class present in person or by proxy or (being a corporation) by a duly authorised representative) and holding or representing not less than one-third in nominal value of the issued shares of the relevant class, that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him and that any holder of shares of the class present in person or by proxy or (being a corporation) by a duly authorised representative may demand a poll. For the purpose of this Article one holder present in person or by proxy or (being a corporation) by a duly authorised representative may constitute a meeting.

11.2 No person dealing with the Company or any subsidiary shall by reason of the provisions of **Article 11.2** be concerned to see or enquire whether the requisite

class consent for any relevant action has been obtained and no such action shall (as between the Company and any such person) be invalid or ineffectual unless such person had at the time of such action actual knowledge or notice that any such class consent had not been validly obtained.

## 12. **TRANSFER OF SHARES**

### **Restrictions on Transfer**

12.1 In this **Article 12**, references to a transfer of a share include the transfer or assignment of a beneficial or other interest in that share or the creation of a trust or encumbrance over that share and reference to a share includes a beneficial or other interest in a share

12.2 Except pursuant to the provisions of **Article 12.3** or as otherwise provided in these Articles the directors shall refuse to register any transfer of shares.

12.3 Any person ("proposing transferor") proposing to transfer any shares of any class must give notice in writing ("transfer notice") to the Company that he wishes to transfer the same and specifying the price per share at which he is willing to sell them. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all of the shares comprised in the transfer notice (together with all rights then attached to them) to any shareholder or shareholders willing to purchase the same ("relevant shareholders") at the price specified in the transfer notice. A transfer notice shall not be revocable except with the sanction of the directors

12.4 Within 7 days of the receipt by the Company of any transfer notice, the shares comprised in such transfer notice shall be offered by the Company to the shareholders (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively ("relevant proportion"). Such offer shall be made by the Company by notice in writing ("offer notice") which shall state:

12.4.1 the identity of the proposing transferor, the number and class of shares comprised in the transfer notice, the price per share specified in the transfer notice;

12.4.2 that the shares are offered in the first instance in the relevant proportion but also invite each relevant shareholder to state in his reply to the offer notice whether he wishes to purchase more or less shares than his relevant proportion entitlement and if so what number;

12.4.3 that each of the shares in question is being offered to the relevant shareholders at the price specified in the transfer notice;

12.4.4 the period in which the offer may be accepted (not being more than 30 days after the date of the offer notice)

For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. If all the relevant shareholders do not accept the offer in respect of their respective relevant proportions in full the shares not so accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in **Article 12.4.2**) as nearly as may be in proportion to the number of shares already held by the relevant shareholders claiming additional shares, but no relevant shareholder shall be obliged to take more shares than he shall have applied for.

- 12.5 If purchasing shareholders shall be found for all or some the shares comprised in the transfer notice within the appropriate period specified in **Article 12.4**, the Company shall within 7 days after the expiry of such period give notice in writing ("sale notice") to the proposing transferor specifying the relevant shareholders and the number of shares to be purchased by each of them and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the relevant shareholders

#### **Sale to a third party**

- 12.6 If the Company shall not give a sale notice to the proposing transferor within the time specified in **Article 12.5** in respect of all or some shares to relevant shareholders he shall, during the 90 days following the expiry of the time so specified, be entitled to transfer the shares comprised in the transfer notice (and not the subject of a sale notice) to any person or persons provided that the price per share obtained shall not be less than the transfer price stated in the offer notice and the proposing transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained. The directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the transfer.

#### **13 TRANSMITTEES BOUND BY PRIOR NOTICES**

Model Article 29 shall be amended by the insertion of the words ", or the name of any person nominated under Model Article 27(2)," after the words "the transmittee's name"

#### **14. CHANGE OF CONTROL**

- 14.1 No sale or transfer of any shares ( the "specified shares") shall, if resulting (if made and registered) in a person (or persons) who are not shareholders at the date hereof obtaining a controlling interest in the Company, be made or registered unless not less than 21 days before the transfer is lodged for registration the proposed transferee or his nominee has offered to purchase all of the other shares at the specified price as hereinafter defined and otherwise on

no more onerous terms, such offer to remain open for acceptance for not less than 21 days.

14.2 For the purpose of this **Article 14**:

14.2.1 the expression "a controlling interest" shall mean the legal or beneficial ownership by a person or his connected persons (as defined in Section 1122 of the Corporation Tax Act 2010) of in excess of 50% of the shares;

14.2.2 "the specified price" shall mean a price per share at least equal to that offered by the proposed transferee or transferees or other connected persons for the specified shares together with a cash amount equal to the relevant proportion of any other consideration (in cash or otherwise) which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for such shares;

14.2.3 in the event of disagreement about the calculation of the specified price it shall be referred to an expert (acting as expert and not an arbitrator) nominated by the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales or its successors) whose decision shall be final and binding and whose costs shall be borne as they shall determine.

14.3 This **Article 14** is subject to **Article 15**.

15. **OFFER FOR ENTIRE SHARE CAPITAL**

15.1 Should any bona fide offer or proposal to purchase the whole issued share capital of the Company for cash or with a cash equivalent made by any person not being connected (as defined in **Article 14**) with any shareholder at the date of adoption of these Articles ("the offeror") (including for the avoidance of doubt an offer or proposal relating to a purchase intended to be effected by private contract as well as one made by way of a general offer) which is open for acceptance by all the shareholders on the basis that each shall receive a proportion of the consideration payable in respect of his shares which is the same proportion as the nominal value of the shares held by such person bears to the total nominal value of all the shares and otherwise on identical terms be approved by the holders of at least seventy five per cent of the Shares at a general meeting convened in accordance with the provisions of these Articles (and provides for the payment in full of any amount then due from the Company to the B Shareholders or otherwise borrowed from them), every shareholder shall become bound to transfer all his shares to the offeror or its nominee for the consideration specified in the offer and upon such other terms as may be specified therein unless those shareholders who have voted against such resolution (the "purchasers") offer within seven days to match the approved

price in cash and are ready to complete the purchase of all Shares held by the other shareholders (any such purchase to be effected unless otherwise agreed, pro-rata amongst the purchasers in accordance with their current shareholdings) within 28 days of the passing of such resolution, in which case the other shareholders shall be bound to transfer their Shares to the purchasers against receipt of the consideration due.

15.2 If any shareholder shall fail to transfer all his Shares as aforesaid the directors may authorise the secretary or some other person to execute any necessary transfer or other documents. The purchase money or other consideration shall be received by the Company or by such person authorised by the members approving the offer as aforesaid who shall hold the same in trust for the members concerned. The receipt of the Company or such authorised person for the purchase money or other consideration shall be a good discharge to the offeror or the purchasers (as the case may be) or its or their nominee.

15.3 Upon a shareholder becoming bound as aforesaid he shall cease to be entitled to the rights of pre-emption in relation to share transfers contained in these Articles. For the avoidance of doubt no separate class meetings shall be required for the approval of any offer or proposal pursuant to this **Article 15**.

15.4 No shareholder shall become bound to accept such offer as is mentioned in **Article 15.1** unless there is circulated to all shareholders with the notice convening the meeting at which the resolution approving the offer is to be proposed a statement setting out the terms of the offer together with copies of all documents required to be executed by acceptors of the offer and at least 14 days' notice of the holding of such meeting shall be given. For the purposes of **Article 15.1** an offer may include one which is still subject to contract or in some way conditional provided that this is stated in the aforesaid statement but no shareholder shall become bound by the offer until such time as the offeror shall have become bound by its offer.

## 16 **NOTICE OF GENERAL MEETINGS**

Every notice convening a general meeting shall

16.1 comply with section 325(1) of the 2006 Act as to giving information to shareholders relating to their right to appoint proxies; and

16.2 be given in accordance with section 308 of the 2006 Act, that is in hard copy form, electronic form or by means of a website.

## 17. **PROCEEDINGS AT GENERAL MEETINGS**

17.1 No resolution shall be voted on and no other business shall be transacted at any general meeting of the Company unless a quorum is present when such vote is taken or other business is transacted and no resolution or transaction shall be effective unless a quorum is so present. A quorum shall consist of three shareholders present in person or by proxy or (in the case of a shareholder being



a corporation) by representative of whom one shall be a holder of "A" shares and one a holder of "B" shares save that.

17.1.1 if and for so long as all the shares in issue are of one class (subject to **Article 17.1.2**) two shareholders present in person or by proxy or (in the case of a shareholder being a corporation) by representative holding shares of that class shall be a quorum; and

17.1.2 if and for so long as the Company has only one person as a shareholder, one shareholder present in person or by proxy or (in the case of a shareholder being a corporation) by representative shall be a quorum.

17.2 If a quorum is not present within half an hour from the time appointed for a general meeting or if, during any general meeting a quorum ceases to be present, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed for the same such adjourned general meeting shall be dissolved Model Article 41(1) to (5) inclusive shall not apply to the Company

## 18 **WRITTEN RESOLUTIONS**

18 1 A written resolution, proposed in accordance with section 288(3) of the Companies Act 2006, will lapse if it is not passed before the end of the period of 28 days beginning with the circulation date.

18 2 For the purposes of this **Article 18** "circulation day" is the day on which copies of the written resolution are sent or submitted to shareholders or, if copies are sent or submitted on different days, to the first of those days.

## 19. **COMPANY COMMUNICATION PROVISIONS**

19.1 Where:

19.1.1 a document or information is sent by post (whether in hard copy or electronic form) to an address in the United Kingdom, and

19.1.2 the Company is able to show that it was properly addressed, prepaid and posted,

it is deemed to have been received by the intended recipient 24 hours after it was posted

19 2 Where:

19 2 1 a document or information is sent or supplied by electronic means; and

19.2.2 the Company is able to show that it was properly addressed,

it is deemed to have been received by the intended recipient immediately after it was sent

- 19 3 Where a document or information is sent or supplied by means of a website, it is deemed to have been received by the intended recipient:

19.3.1 when the material was first made available on the website, or

19 3 2 if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

- 19.4 Pursuant to section 1147(6) of the 2006 Act, subsections (2) (3) and (4) of that section shall be deemed modified by **Articles 19.1, 19.2 and 19**

- 19 5 Subject to any requirements of the 2006 Act only such, documents and notices as are specified by the Company may be sent to the Company in electronic form to the address specified by the Company for that purpose and such documents or notices sent to the Company are sufficiently authenticated if the identity of the sender is confirmed in the way the Company has specified.

## 20 **DIRECTORS' INDEMNITY AND INSURANCE**

- 20.1 Subject to, and so far as may be permitted by, the 2006 Act and without prejudice to any indemnity to which the person concerned may be otherwise entitled, the Company may indemnify every director, former director, alternate director or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, including any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust in relation to anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director or other officer of the Company or of any such associated company.

- 20 2 Subject to the 2006 Act the directors may purchase and maintain at the cost of the Company insurance cover for or for the benefit of every director, former director, alternate director or other officer of the Company or of any associated company (as defined in section 256 of the 2006 Act) against any liability which may attach to him in respect of any negligence, default, breach of duty or breach of trust by him in relation to the Company (or such associated company), including anything done or omitted to be done or alleged to have been done or omitted to be done by him as a director, former director, alternate director or other officer of the Company or associated company

- 20 3 Subject to, and so far as may be permitted by, the 2006 Act, the Company shall be entitled to fund the expenditure of every director, former director, alternate director or other officer of the Company incurred or to be incurred:

20.3.1 in defending any criminal or civil proceedings; or

20.3.2 in connection with any application under sections 661(3), 661(4) or section 1157 of the 2006 Act.

20.4 Model Articles 52 and 53 shall not apply to the Company.

## NOTES

1. You can choose to agree to all of the Resolutions or none of them but you cannot agree to only some of the Resolutions. If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:

- **By Hand:** delivering the signed copy to the Company Secretary, Alectron Investments Ltd, 8 Eriswell Road, Hersham, Walton-On-Thames, Surrey KT12 5DG.
- **Post:** returning the signed copy to the Company Secretary, Alectron Investments Ltd, 8 Eriswell Road, Hersham, Walton-On-Thames, Surrey KT12 5DG.

If you do not agree to all of the Resolutions, you do not need to do anything; you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
3. Unless, by 28 days following the Circulation Date, sufficient agreement has been received for the resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or on this date.
4. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.