

Company number: SC277259

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

POLLOKSHIELDS DEVELOPMENTS LIMITED

13 October 2014 (Circulation Date)

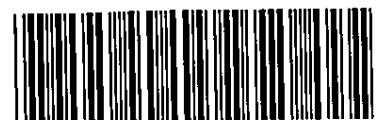
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as a special resolutions.

SPECIAL RESOLUTIONS

1. THAT the draft articles of association attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.
2. THAT, in accordance with section 570 of the CA 2006, the Directors be generally empowered to allot equity securities (as defined in section 560 of the CA 2006), as if section 561(1) of the CA 2006 did not apply to any such allotment, provided that this power shall:
 - 2.1 be limited to the allotment of equity securities up to an aggregate nominal amount of £144,213.73, comprising 14,421,373 preferred ordinary shares of £0.01 each; and
 - 2.2 expire on 31st December 2014 unless renewed, varied or revoked by the Company prior to or on that date, save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired.

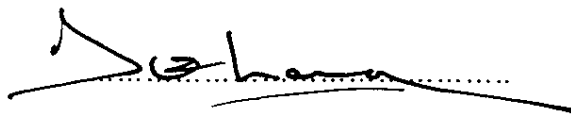
AGREEMENT

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



We, the undersigned, being the only persons entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agree to the Resolution:

Signature



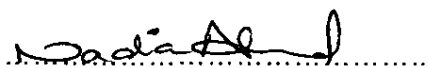
Print Name

DAVID MATTHEW BAIRD LANG

Date

13 OCTOBER 2014

Signature



Print Name

NADIA AHMED

Date

13th OCTOBER 2014

Signature

.....

Print Name

.....

Date

.....

NOTES

1. If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to Curle Stewart, Solicitors, 16 Gordon Street, Glasgow, G1 1PT.

You may not return the Resolution to the Company by any other method.

If you do not agree to the Resolution, you do not need to do anything: you will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the Resolution, you may not revoke your agreement.

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



SHEPHERD+ WEDDERBURN

Scottish Articles of Association
Pollokshields Developments Limited

13 October 2014

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THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
POLLOKSHIELDS DEVELOPMENTS LIMITED
(Company Number SC383516)

(Adopted by Special Resolution passed on 13 October 2014)

TABLE A

1. The Regulations in Table A scheduled to 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 and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007, shall, except where they are excluded or varied by or inconsistent with these Articles, apply to the Company.

LIABILITY OF MEMBERS

2. The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

UNRESTRICTED OBJECTS

3. Nothing in these Articles shall constitute a restriction on the objects of the Company to do (or omit to do) any act and, in accordance with section 31(1) of the Companies Act 2006, the Company's objects are unrestricted.

SHARES

4. The share capital of the Company at the date of the adoption of these Articles is £150,100 divided into 15,004,500 A Ordinary Shares of £0.01 each, 2,800 B Ordinary Shares of £0.01 each, and 2,700 C Ordinary Shares of £0.01 each.
 - 4.1 The Directors are hereby authorised at any time before 17 October 2014 to allot and issue to West Register Number 2 Limited, pursuant to the terms of a subscription agreement dated 10 October 2014, all such number of Preferred Ordinary shares of £0.01 each in the share capital of the Company (up to an aggregate nominal value of £144,213.73) as shall, immediately following the issue of such shares, represent forty-nine per cent (49%) in number of the Company's issued Ordinary Shares and Preferred Ordinary Shares as at such time as if Sections 561 and 562 of the Companies Act 2006 do not apply to any such grant.
 - 4.2 Other than pursuant to the provisions of Article 4.1, the Directors shall not at any time exercise any power of the Company to allot shares or grant rights to subscribe for or convert any security into shares other than in accordance with the terms of the Subscription Agreement.
 - 4.3 In these Articles the A Ordinary Shares, B Ordinary Shares and C Ordinary Shares of £0.01 each are together referred to as "Ordinary Shares".
5. Save as expressly set out in these Articles, the Ordinary Shares and the Preferred Ordinary Shares shall rank *pari passu* in all respects.

PREFERRED ORDINARY SHARES

6. The rights attaching to the Preferred Ordinary Shares are as follows:

Dividends

6.1 Each Preferred Ordinary Share shall confer on the holder thereof the right to receive, out of the profits of the Company available for distribution a cash dividend (the "Preferred Dividend") in respect of each financial year of an amount equal to:

- (a) the aggregate of:-
 - (i) (the total dividends paid during the relevant financial year, or proposed during such financial year to be paid, on Ordinary Shares in issue; and
 - (ii) Emoluments in excess of £nil in aggregate (or such other sum as may be agreed in writing from time to time between the holder(s) of the Preferred Ordinary Shares and the holder(s) of the Ordinary Shares paid or payable in respect of the relevant financial year to all persons who was or were, or would be, at the time of such payment (a) interested in shares in the Company and (b) directors or former directors of the Company or of any subsidiary undertaking of the Company or their Connected Persons ("Excess Remuneration");
- (b) divided by the number of Ordinary Shares in issue at the end of the relevant financial year.

The Preferred Dividend (if any) shall be paid on the expiry of fourteen days after the audit report on the consolidated accounts of the Company for the relevant financial year has been signed by the Company's auditors;

6.2 For the purposes of Article 6.1.3 above, "Emoluments" shall include all salary, fees and bonuses, sums paid by way of expenses allowance (so far as they are chargeable to United Kingdom Income Tax) and the estimated money value of any other benefits received otherwise than in cash together with:-

- 6.2.1 the estimated money value of any share options or the amount of any gains made in exercise of such options;
- 6.2.2 any company contributions paid or treated as paid under any pension scheme or any benefits arising from such scheme; or
- 6.2.3 any money or other assets paid or receivable under any long term incentive scheme.

6.3 For the purposes of Article 6.1.3 above and Articles 6.4.17 and 6.4.18 below "Connected Persons" means any person or persons connected with a director or former director of the Company or of any subsidiary undertaking of the Company within the definition of connected persons contained in Section 839 of the Income.

Class Consents

6.4 Without prejudice to any provisions of the Companies Act 2006 as regards the modification of the rights attached to classes of shares, the prior written consent of the holder(s) of all the Preferred Ordinary Shares shall be required in relation to any proposal to:

- 6.1.1 create or issue any shares or grant or agree to grant any option over shares of the Company or any subsidiary or issue any rights or securities convertible into shares of the Company or any subsidiary;
- 6.1.2 vary or reorganise the share capital of the Company or modify the rights attaching to any class of the existing shares;
- 6.1.3 make any repayment of its share capital or reduce any uncalled liability in respect of its share capital or purchase its own shares;
- 6.1.4 admit any person whether by subscription or transfer as a member of the Company;

- 6.1.5 subscribe for or otherwise acquire any interest in any other company or other body corporate or any other business;
- 6.1.6 sell or dispose of the whole or a substantial part of the undertaking or the assets of the Company or of any subsidiary of the Company;
- 6.1.7 dispose of any assets of the Company other than in the ordinary course of business;
- 6.1.8 amalgamate or merge the Company with any other company or concern;
- 6.1.9 provide any credit (other than normal trade credit) or make a loan or advance to any person;
- 6.1.10 make any alteration to the Memorandum and Articles of Association of the Company;
- 6.1.11 put to shareholders any resolution to place the Company in voluntary liquidation administration or receivership or relating to a composition with the Company's creditors generally;
- 6.1.12 give any guarantee or indemnity (other than guarantees or warranties relating to products manufactured or services provided by the Company which are given in the ordinary course of the Company's business);
- 6.1.13 enter into any transaction or dealing of an unusual or long term nature or otherwise than on normal commercial terms;
- 6.1.14 commence any new type of business not being ancillary or incidental to the existing business of the Company or cease to carry on any such new type of business or existing business;
- 6.1.15 enter into any joint venture, partnership or consortium agreement or arrangement;
- 6.1.16 pay any dividend to the holders of Ordinary Shares except where the Company will, after the payment of such dividend and any dividends due to the holders of Preferred Ordinary Shares at such time, have remaining profits available for distribution of not less than £50,000;
- 6.1.17 vary the remuneration and benefits given to directors of the Company or of any subsidiary undertakings (or their Connected Persons) save for annual increases in their basic rate of remuneration not exceeding the increase in the Retail Prices Index since the date such remuneration was last fixed or reviewed (or such other appropriate index as may from time to time be substituted for such Index); or
- 6.1.18 enter into a written service agreement with any director or Connected Person or vary materially any such existing service agreement with any such person.

TRANSFER OF SHARES

7.

- 7.1 Any share may at any time be transferred to any other member of the Company save that Ordinary Shares may only be transferred pursuant to this Article 7.1 with the prior written consent of the holder(s) of Preferred Ordinary Shares in circumstances where, as a result of such transfer, the transferee member, together with any person(s) acting in concert with him, will hold shares carrying more than, or will increase a holding of shares carrying more than, 50 per cent. of the voting rights exercisable at a general meeting of the Company (provided always that the foregoing provisions shall apply whether or not the transferee member already held any shares in the capital of the Company).
- 7.2 Any share held by a company may at any time be transferred to any other company which is its subsidiary or its holding company or a subsidiary of its holding company ("an associated transferee") provided that the associated transferee gives an undertaking to the Company that in the event of its ceasing to be an associated transferee it will before it so ceases give notice of such event to the Company and transfer such share together with any other shares

then held by it to a company which is an associated transferee or give a Transfer Notice (as defined in Article 7.4 below). The Directors shall be entitled to serve a notice on any member who fails to comply with its obligations under this paragraph and such notice shall take effect as provided in Article 7.10 below and

- 7.3 Subject to the provisions of Articles 7.1 and 7.2 of this Article, no transfer of a share shall be permitted except in accordance with the following provisions and no member shall transfer any share to any person unless and until the rights of pre-emption contained in this Article shall have been exhausted. For the purposes of this Article:
- 7.3.1 "share" includes any interest (whether legal or equitable) in any share or the right to the allotment of any share; and
- 7.3.2 "transfer" includes any form of disposal and the creation of any right or interest in favour of any person other than the holder.
- 7.4 A member or other person entitled and proposing to transfer any share(s) ("the Selling Member") shall give notice in writing ("the Transfer Notice") to the Company that he desires to transfer the same accompanied by the relevant share certificate. Such notice shall constitute the Company as his agent for the transfer of the share(s) in the terms of this Article at the Selling Price (as defined in Article 7.5). The Selling Member may by notice in writing given to the Company within 7 days after communication to him of the fair value (referred to in Article 7.5) withdraw the Transfer Notice. Save as aforesaid a Transfer Notice once given shall not be capable of being withdrawn.
- 7.5 For the purposes of this Article the expression "the Selling Price" shall mean the price per share (if any) specified in the Transfer Notice. If no such price is so specified the auditors, acting as experts and not as arbiters, shall state in writing what in their opinion is the fair value of the business of the Company as a going concern and on the basis of an arm's length transaction as between a willing vendor and a willing purchaser and the Selling Price per share shall be the fair value of the business divided by all the issued Ordinary Shares and Preferred Ordinary Shares of the Company. The determination of the auditors shall be final and binding on all concerned. The cost of obtaining the certificate of the auditors shall be borne by the Company unless the Selling Member shall have withdrawn the Transfer Notice pursuant to Article 7.4 in which case the Selling Member shall bear the cost. Before giving any such certificate the auditors shall give both the Selling Member and the Directors the opportunity of expressing their views as to the fair value of the business of the Company.
- 7.6 Within 7 days after a Transfer Notice specifying the Selling Price has been received by the Directors or, as the case may be, within 10 days after the Selling Price has been determined (provided that the Selling Member shall not have given notice withdrawing the Transfer Notice in pursuance of Article 7.4), the Directors shall inform each member (other than the Selling Member) in writing ("the Directors' Notice") giving details of the number of shares specified in the Transfer Notice ("the Sale Shares") and the Selling Price and inviting each such member to apply in writing within 21 days from the date of the notice for the purchase of any of such shares at the Selling Price stating the maximum number thereof which he is prepared to purchase. The Directors' Notice shall give details of the person to whom the Selling Member wishes to transfer the Sale Shares in the event that no purchaser(s) shall have been found pursuant to Articles 7.6 to 7.7. At the expiration of the said period the Directors shall allocate the Sale Shares as nearly as circumstances will admit in the following order:
- (i) first, to each applicant whichever is the lesser of the number of Sale Shares for which he has applied and his Pro Rata Entitlement; and
 - (ii) secondly, to each applicant for Sale Shares in excess of his Pro Rata Entitlement, the amount of his excess application; and so that where there are insufficient Sale Shares to meet all such excess applications in full they shall be met in proportion to the existing holding of shares of each such applicant, save that no such applicant shall be required or entitled to take more of the Sale Shares than he shall have applied for.

Where such allocations would give rise to an entitlement to share fractions, the Directors shall make such adjustments as they shall consider reasonable.

For the purposes of this paragraph the Pro Rata Entitlement of a member is the proportion which the shares of which he is holder bears to the total number of shares in issue other than the Sale Shares and any other shares held by the Selling Member.

- 7.7 Within seven days of the expiry of the 21 day period referred to in Article 7.6 the Directors shall give written notice to the Selling Member and to the members who have applied for Sale Shares of the applications and the allocations which have been made under Article 7.6. If the Directors shall under the preceding paragraphs of this Article have found members willing to purchase some or all of the Sale Shares, the Selling Member shall be bound on receipt of the Selling Price per share to transfer the Sale Shares specified in the Transfer Notice (or such of the same for which the Directors shall have found purchasers) to the purchasers specified by the Directors in accordance with this Article 7.7. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the Directors when against payment of the Selling Price per share (and subject to the transfers being re-presented duly stamped) the purchaser(s) shall be registered as the holder(s) of the relevant shares in the Register of Members and share certificate(s) in the name(s) of such purchaser(s) and in respect of the relevant shares shall be delivered.
- 7.8 If the Selling Member after having become bound to transfer any Sale Shares to a purchaser makes default in so doing the Directors shall authorise some person to execute any necessary transfers of the Sale Shares in favour of the purchaser(s) and shall enter the name(s) of the purchaser(s) in the Register of Members as the holder(s) of such of the Sale Shares as shall have been transferred to them as aforesaid. The Company shall receive the purchase money on behalf of the Selling Member but shall not be bound to earn or pay interest thereon. The receipt of the Company for the purchase money shall be a good discharge to any purchaser who shall not be bound to see the application thereof, and after the name of the purchaser has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- 7.9 If by the end of the applicable period specified in Article 7.7 the Directors shall not have found purchasers for all the Sale Shares pursuant to this Article, the Selling Member shall be at liberty to transfer the Sale Shares for which no purchasers shall have been found at any time within the following 2 months to any person or persons and at any price not being less than the Selling Price per share, provided that (i) the Directors shall require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for a consideration not being less than the Selling Price per share without any deduction rebate or allowance whatsoever to the purchaser and if not so satisfied the transfer shall not be permitted; and (ii) in the case of a proposed transfer of Ordinary Shares, the holder(s) of the Preferred Ordinary Shares shall have approved in writing the person or persons to whom any such shares are to be transferred.
- 7.10 In the event that any member who is a director and/or employee of the Company ceases to be a director and/or employee of the Company for any reason whatsoever that member shall be deemed to have given a Transfer Notice as contemplated in Article 7.4 in respect of all shares in the Company held by him, save only that such deemed Transfer Notice shall not be capable of being withdrawn by the Selling Member. The provisions of Articles 7.5 to 7.9 (inclusive) shall apply mutatis mutandis to such deemed Transfer Notice.
- 7.11 For the purpose of ensuring that shares are not transferred save in accordance with the provisions of this Article the Directors may at any time require any member or any person named as transferor or transferee under any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time (not exceeding thirty days) after such request the Directors shall refuse to register the transfer in question or (as the case may be) shall serve notice on such member, transferor or transferee named in such transfer requiring such person or persons to sell the shares held by him or them in accordance with the provisions of this Article, and upon the service of such notice (or any notice served by the Directors under Article 7.2) such person or persons shall be deemed to have served a Transfer Notice on the Company and to have become bound to transfer the shares at the fair value thereof and all the provisions of this Article shall, mutatis mutandis, apply and take

effect save that the provisions permitting withdrawal of a Transfer Notice as referred to in Article 7.4 shall not apply.

- 7.12 The Directors shall refuse to register or recognise the transfer of any share, whether or not such share is fully paid up, except the transfer of a share pursuant to the provisions of this Article. The first sentence of Regulation 24 of Table A shall not apply.

TRANSFER OF CONTROLLING INTEREST

8.

- 8.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the consent in writing of the holders of 75% of the Preferred Ordinary Shares if as a result of such sale or transfer and registration thereof a Controlling Interest (as hereinafter defined) is obtained in the Company:

- 8.1.1 by a company (other than a company to which Article 8.1.2 applies) or a person or persons (other than a company) who are not Original Members (as hereinafter defined) unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the Preferred Ordinary Shares at the Specified Price (as hereinafter defined) plus a sum equal to any arrears or Preferred Dividend grossed up at the rate of corporation tax then in force calculated down to the date of sale or transfer; or
- 8.1.2 by a company in which one or more of the members of the Company or persons acting in concert (which expression shall have the meaning ascribed to it in the City Code on Takeovers and Mergers (as amended from time to time)) with any member of the Company has or as a result of such sale or transfer will have a Controlling Interest.

- 8.2 For the purpose of this article:-

- 8.2.1 the expression "a Controlling Interest" shall mean an interest (within the meaning of Sections 820, 822 and 823 of the Companies Act 2006) in shares in a company conferring in the aggregate more than 50 *per cent* of the total voting rights conferred by all the issued shares in that company;
- 8.2.2 the expression "Original Members" shall mean persons who were members of the Company on the date of the adoption of these articles;
- 8.2.3 the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and
- 8.2.4 the expression "the Specified Price" shall mean the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for any other shares in the Company plus the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares 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 other shares provided that if any part of the price per share is payable otherwise than by cash the holders of the Preferred Ordinary Shares may at their option elect to take a price per share of such cash sum as may be agreed by them having regard to the substance of the transaction as a whole;

plus in either case a sum equal to any arrears or accruals of the dividends on such share grossed up at the rate of corporation tax then in force calculated down to the date of sale or transfer if not otherwise taken into account in calculating the Specified Price and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as an expert and not as an arbiter) 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 of Scotland) whose decision shall be final and binding;

- 8.3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this article.

TRANSMISSION OF SHARES

9. Notwithstanding anything to the contrary contained in Regulations 29 to 31 of Table A, in the event of the death, bankruptcy or liquidation of a member, the person becoming entitled to a share in consequence of such death, bankruptcy or liquidation shall be deemed to have served a Transfer Notice in respect of all shares to which he has become so entitled and the provisions of Article 7 shall apply as if such person were a holder of such share save that the provisions permitting withdrawal of a Transfer Notice as referred to in Article 7.4 shall not apply.

LIEN

10. In addition to the lien conferred by Regulation 8 of Table A the Company shall have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of a member, whether alone or jointly with any other person or persons, for all the debts and liabilities of such member to the Company. Regulation 8 of Table A shall be modified accordingly.

PROCEEDINGS AT GENERAL MEETINGS

11. All business shall be deemed special that is transacted at a general meeting with the exception of the receipt and consideration of the profit and loss account, the balance sheet and group accounts (if any) of the Company and the reports of the Directors and the auditors and other documents required to be annexed to the balance sheet, the declaration of dividends, the re-appointment of the retiring auditors and the fixing of the remuneration of the auditors. In Regulation 38 of Table A the words "in the case of special business" shall be added before the words "the general nature of the business to be transacted".
12. No business shall be transacted at any general meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum unless the company is company limited by shares or guarantee and having only one member in which case the quorum shall be one, being the member or a proxy for the member or, if the member is a corporation, its duly authorised representative. Regulation 40 of Table A shall not apply.
13. A poll may be demanded by the Chairman or any member present in person or by proxy and entitled to vote, and Regulation 46 of Table A shall be modified accordingly.

VOTES OF MEMBERS

14. On a show of hands every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or proxy, unless the proxy (in either case) or the representative is himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for each share of which he is the holder. Regulation 54 of Table A shall be modified accordingly.

DIRECTORS

15. Special Director

- 15.1 The holders of a majority of the Preferred Ordinary Shares for the time being issued may from time to time appoint any one person as a Director of the Company (the "Special Director") and may from time to time remove such Director and appoint any other person in his place. Every such appointment or removal shall be in writing signed by or on behalf of the Preferred Ordinary Shareholder(s) and shall take effect when delivered to the registered office of the Company or to a meeting of the Directors.
- 15.2 A Special Director shall be entitled to a fee of such amount as the Company and the Special Director shall agree, or failing such agreement, such reasonable amount per annum as West Register Number 2 Limited shall specify, which shall be payable by the Company.
- 15.3 The Company shall reimburse any Special Director so appointed for all reasonable costs and out of pocket expenses incurred by the Special Director in performance of his duties.
- 15.4 A Special Director will not breach his duty to exercise independent judgment if he acts in accordance with a direction from the shareholder(s) who appointed him to take into account the interests of the shareholder(s) who appointed him.
- 15.5 In the exercise of his duties, a Special Director shall not be restricted by any duty of confidentiality to the Company from providing information regarding the Company to his appointing shareholder, but a Special Director who is also a director of the shareholder who appointed him shall owe a strict duty of confidentiality to his appointing shareholder in relation to confidential information of the shareholder.

NUMBER OF DIRECTORS

16. The number of Directors (other than alternate directors) shall not be subject to any maximum but shall not be less than two, save in the case where a Special Director has been appointed in which case the number of Directors shall not be less than three.

ALTERNATE DIRECTORS

17. Any Director (other than an alternate director) may appoint any other Director or any other person approved by a majority of the other Directors and willing to act to be his alternate, and may remove from office any alternate appointed by him. An alternate may also be removed from office by a resolution of the Board. An alternate shall be entitled at any meeting of Directors or committee of Directors to one vote for each Director he represents in addition (if he is a Director) to his own vote, but he shall not be called more than once for the purpose of ascertaining whether a quorum is present. Regulations 65 and 67 of Table A shall be modified accordingly.

APPOINTMENT AND REMOVAL OF DIRECTORS

18. The office of a Director shall be vacated in any of the events specified in Regulation 81 of Table A.
19. No Director shall be required to retire or vacate his office or be ineligible for re-appointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age. Regulations 76 and 77 of Table A shall not apply. In Regulation 67 of Table A all words after the semicolon and in Regulation 78 of Table A the words "and may also determine the rotation in which any additional directors are to retire" shall be omitted.

20. The Company may by special resolution remove any Director (including a Director holding any executive office but without prejudice to any claim he might have for damages) before the expiration of his period of office, and may by an ordinary resolution appoint another person in his place.

OBSERVER

21. For so long as West Register Number 2 Limited is the holder of the Preferred Ordinary Shares, a representative of West Register Number 2 Limited (as nominated from time to time by West Register Number 2 Limited) shall be invited by the Company to attend all board meetings of the Company as an observer and shall receive at the same time as the Directors of the Company all board papers. Such observer shall be entitled to attend and speak at all board meetings but shall not have a vote on any matter being decided at such meetings.

PROCEEDINGS OF DIRECTORS

22. Members of the Board or of any Committee thereof may participate in a meeting of the Board or of such committee by means of conference telephone or similar communication equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such a meeting. The quorum necessary for the transaction of business at any meeting of the Directors shall be two of which one shall be the Special Director (if such Special Director has been appointed in accordance with Article 15) and Regulation 89 of Table A shall be modified accordingly. In the event that a Special Director has been appointed in accordance with Article 15, no business shall be transacted at such meeting of the Directors unless the Special Director is present or has given his consent in writing to the business set out in the agenda of the meeting being transacted in his absence.

INSPECTION OF DOCUMENTS

23. Any member shall be entitled to inspect the accounting records and other books and papers of the Company. Regulation 109 of Table A shall not apply.

NOTICES

24. Any notice, if served by post, shall be deemed to have been served at the expiration of twenty-four hours after the letter containing the same is put into a post office situated within the United Kingdom, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, pre-paid and put into such post office. Regulation 115 of Table A shall not apply.

INSURANCE AND INDEMNITY

25. To the extent permitted by law the Directors may arrange insurance cover at the cost of the Company in respect of any liability, loss or expenditure incurred by any Director, or other officer or auditor of the Company in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as Director, officer or auditor.
26. Subject to the provisions of the Companies Act 2006 but without prejudice to any indemnity to which he may otherwise be entitled every Director (including the Special Director) alternate director secretary and other officer or employee for the time being of the Company shall be indemnified out of the assets of the Company against any liability (other than any liability arising out of the Subscription Agreement) sustained or incurred by him in defending any proceedings whether civil or criminal relating to his conduct as an officer or employee of the

Company in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 661 or section 1157 of the Companies Act 2006 in which relief is granted to him by the court. Regulation 118 shall not apply to the Company.

POWERS AND DUTIES OF DIRECTORS

27.

- 27.1 An Inherent Conflict is a situation where a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company in circumstances where that situation arises as a direct or indirect result of the business aims, ownership and control of the Company and contracts with members, Directors and others, including (without limitation) the Director's relationship with the members who appointed him (or any subsidiaries or parent companies thereof).
- 27.2 A Director appointed pursuant to Article 15 is authorised to have an interest which constitutes an Inherent Conflict.
- 27.3 A Director appointed pursuant to Article 15 who is subject to an Inherent Conflict may, subject to Article 31, vote as a Director (and be counted in the quorum) on a resolution concerning any such situation and attend a meeting, or participate in any discussion, relating to that situation and receive information or advice received by the Company on such situations.
- 27.4 Any reference in paragraph 27.1 above to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

28.

- 28.1 If a situation other than one relating to an Inherent Conflict (a Relevant Situation) arises in which a Director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it but excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest) the following provisions shall apply if the conflict of interest does not arise in relation to a transaction or arrangement with the Company:

- 28.1.1 if the Relevant Situation arises from the appointment or proposed appointment of a person as a Director of the Company:

- (a) the Directors (other than the Director, and any other Director with a similar interest, who shall not be counted in the quorum at the meeting and shall not vote on the resolution); or
- (b) the members (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the shares of the Company);

may resolve to authorise the appointment of the director and the Relevant Situation on such terms as they may determine;

- 28.1.2 if the Relevant Situation arises in circumstances other than in paragraph 28.1.1 above:

- (a) the Directors (other than the Director and any other Director with a similar interest who shall not be counted in the quorum at the meeting and shall not vote on the resolution); or
- (b) the members (by ordinary resolution or by notice in writing given to the Company by the holders of a majority of the shares of the Company),

may resolve to authorise the Relevant Situation and the continuing performance by the Director of his duties on such terms as they may determine.

- 28.2 Any reference in paragraph 28.1 above to a conflict of interest includes a conflict of interest and duty and a conflict of duties.

- 28.3 Any terms determined by the Directors or the members under paragraphs 28.1.1 above or 28.1.2 above may be imposed at the time of the authorisation or may be imposed or varied subsequently by either the Directors or the members and may include (without limitation):
- 28.3.1 whether the interested Directors may vote (or be counted in the quorum at a meeting) in relation to any resolution relating to the Relevant Situation;
 - 28.3.2 the exclusion of the interested Directors from all information and discussion by the Company of the Relevant Situation; and
 - 28.3.3 (without prejudice to the general obligations of confidentiality) the application to the interested Directors of a strict duty of confidentiality to the Company for any confidential information of the Company in relation to the Relevant Situation.
- 28.4 Any authorisation given under paragraph 28.1.1 or 28.1.2 above may be withdrawn by either the Directors or the members by giving notice to the Director concerned.
- 28.5 An interested Director must act in accordance with any terms determined by the Directors or the members under paragraph 28.1.1 or 28.1.2 above.
- 28.6 Except as specified in paragraph 28.1 above, any proposal made to the Directors and any authorisation by the Directors in relation to a Relevant Situation shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the Directors in accordance with the provisions of these articles.
- 28.7 Any authorisation of a Relevant Situation given by the Directors or the members under paragraph 28.1 above may provide that, where the interested Director obtains (other than through his position as a Director of the Company) information that is confidential to a third party, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence.
- 28.8
- 28.8.1 If the Directors make an authorisation under paragraph 28.1 above, impose or vary the terms of an authorisation under paragraph 28.3 above, or withdraw an authorisation under paragraph 28.4 above, they shall, as soon as reasonably practicable, notify the members of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms.
 - 28.8.2 If the members make an authorisation under paragraph 28.1 above, impose or vary the terms of an authorisation under paragraph 28.3 above, or withdraw an authorisation under paragraph 28.4 above, they shall, as soon as reasonably practicable, notify the Directors of this fact and provide, where applicable, any relevant particulars regarding the authorisation or its terms.
- 29.
- 29.1 A Director shall, as soon as reasonably practicable, declare the nature and extent of his interest in a Relevant Situation within Article 28.1.1 or 28.1.2 to the other Directors and the members.
- Failure to comply with this requirement does not affect the underlying duty to make the declaration of interest.
- 29.2 If a declaration of interest in relation to a Relevant Situation proves to be, or becomes, inaccurate or incomplete, a further declaration must be made.
30. The relevant provisions of the Companies Act 2006 (including, without limitation, sections 177 and 182) shall apply in relation to declarations of interest in proposed transactions or arrangements with the Company and declarations of interest in existing transactions or arrangements with the Company.
31. Subject to Article 28 and provided that he has disclosed to the Directors the nature and extent of any interest of his which may reasonably be regarded as likely to give rise to a conflict of interest, a Director may vote as a Director on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty and, if he votes, his vote shall be counted and he

shall be counted in the quorum when that resolution or matter is under consideration.
Regulations 94 to 96 (inclusive) of Table A shall not apply.