

Filing Copy

WRITTEN RESOLUTION

D. R. Collin & Son Ltd (the "Company")

Date: 21 October 2011

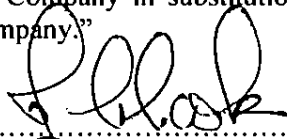
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the following Resolution was duly passed as a Special Resolution of the Company by Written Resolution of the Member on 21 October 2011

SPECIAL RESOLUTION

"THAT:

(i) the existing one ordinary share of £1 in the capital of the Company be and is hereby converted into one A Ordinary Share of £1 in the capital of the Company, having the rights set out in the articles of association of the Company to be adopted pursuant to paragraph (ii) of this resolution;

(ii) the articles of association in the form annexed hereto be adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."


.....
Director

THURSDAY



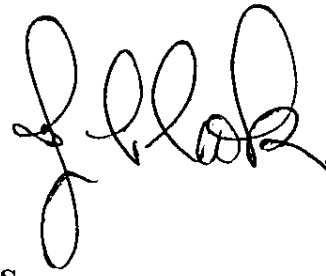
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COMPANIES HOUSE



COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
D. R. COLLIN & SON LTD

(Adopted by special resolution passed on 21 October 2011)

AGREED TERMS

1. INTERPRETATION

1.1 In these Articles, the following words have the following meanings:

Act: the Companies Act 2006;

Appointor: has the meaning given in article 10.1;

A Majority Shareholders: the shareholder or shareholders who for the time being hold A Ordinary Shares in the Company that together confer not less than 51% of the total voting rights of A Ordinary Shares exercisable in general meetings of the Company.

Articles: the Company's articles of association for the time being in force;

Board: board of directors of the Company;

B Majority Shareholders: those shareholders who for the time being hold B Ordinary Shares in the Company that together confer not less than 51% of the total voting rights of B Ordinary Shares exercisable in general meetings of the Company.

Business Day: any day (other than a Saturday, Sunday or public holiday in the United Kingdom) on which clearing banks in Edinburgh are generally open for business;

Conflict: has the meaning given in article [8.1];

Controlling Interest: an interest in shares giving to the holder or holders control of the Company within the meaning of section 1124 of the Corporation Tax Act 2010;

Eligible Director: any Eligible A Director or Eligible B Director (as the case may be);

Eligible A Director: an A Director who would be entitled to vote on the matter at a meeting of directors (but excluding any A Director whose vote is not to be counted in respect of the particular matter);

Eligible B Director: a B Director who would be entitled to vote on the matter at a meeting of directors (but excluding any B Director whose vote is not to be counted in respect of the particular matter);

Expert: has the meaning given in article 13;

holding company and subsidiary: mean a "holding company" and "subsidiary" as defined in section 1159 of the Act and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c) of the Act, as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee;

Interested Director: has the meaning given in article 8.1;

Model Articles: the model articles for private companies limited by Shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

Permitted Group: in relation to a company, any wholly owned subsidiary of that company, any company of which it is a subsidiary (its holding company) and any other subsidiaries of any such holding company; and each company in a Permitted Group is a member of the Permitted Group. Unless the context otherwise requires, the application of the definition of Permitted Group to any company at any time will apply to the company as it is at that time;

Permitted Transferee: in relation to a shareholder that is a company, any member of the same Permitted Group as that company;

Transfer Notice: an irrevocable notice in writing given by any Share holder to the other shareholder where the first shareholder desires, or is required by these Articles, to transfer or offer for transfer (or enter into an agreement to transfer) any Shares. Where such notice is deemed to have been served it shall be referred to as a **Deemed Transfer Notice**;

Writing or written: the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise;

A Director: any Director appointed to the Company by holders of the A Ordinary Shares;

B Director: any Director appointed to the Company by holders of the B Ordinary Shares;

A Ordinary Shares: means the A Ordinary Shares of £1.00 of the Company having the rights and obligations set out in these Articles;

B Ordinary Shares: means the B Ordinary Shares of £1.00 of the Company having the rights and obligations set out in these Articles;

Ordinary Shares or Shares: means the A Ordinary Shares and the B Ordinary Shares, together;

Shareholder: means the holder of the Ordinary Shares, but not a holder of the Redeemable Shares;

Participating Dividend: means a cumulative preferential cash dividend payable on the Redeemable Shares of an amount equal to $y\%$ of the net profit (calculated as provided for in article 4.1(b)) of the Company and its subsidiaries for the relevant financial year where y is the product of the following formula:-

$$y = p \times (u \div t)$$

and where:-

p is (a) in respect of net profit arising in the year from 30 September 2012 to 30 September 2013, 7; and (b) in respect of net profit arising in respect of any financial period after 30 September 2013, 14;

u is that number of Redeemable Shares which have fallen due for redemption as at the relevant Redemption Date and have not been redeemed; and

t (a) in respect of the Redemption Date falling on 20 October 2012, 115,000; and (b) in respect of the Redemption Date falling on 20 October 2013, 230,000;

Participation Event: means failure by the Company to redeem any Redeemable Shares in accordance with Article 4.4 within 30 Business Days of the Redemption Date, regardless of whether such redemption would be unlawful;

Redemption Date: mean each date on which any Redeemable Share is due to be redeemed in accordance with Article 4.4;

Redeemable Shares: means the 230,000 Redeemable Shares 2012-2013 of £1.00 each of the Company having the rights and obligations set out in these Articles;

Sale: means the sale of the whole of the issued equity share capital of the Company to a single buyer or to one or more buyers as part of a single transaction;

- 1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles but excluding any statutory modification of them not in force on the date when these Articles become binding on the Company.
- 1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

- 1.4 A reference in these Articles to an "article" is a reference to the relevant article of these Articles unless expressly provided otherwise.
- 1.5 Any phrase introduced by the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 Save as expressly provided otherwise in these Articles, any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force.

2. ADOPTION OF THE MODEL ARTICLES

- 2.1 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles or are inconsistent with these Articles, and, subject to any such modifications, exclusions or inconsistencies, shall together with these Articles constitute the articles of association of the Company to the exclusion of any other articles or regulations set out in any statute or in any statutory instrument or other subordinate legislation.
- 2.2 Articles 6(2), 7, 8, 9(1), 11 to 14 (inclusive), 16, 17, 22, 26(5), 27 to 29 (inclusive), 36, 38, 39, 43, 44(2), 49 and 50 to 53 (inclusive) of the Model Articles shall not apply to the Company.
- 2.3 Article 20 of the Model Articles shall be amended by the insertion of the words "(including alternate directors and the secretary)" before the words "properly incur".
- 2.4 In article 25(2)(c) of the Model Articles, the words "evidence, indemnity and the payment of a reasonable fee" shall be deleted and replaced with the words "evidence and indemnity".
- 2.5 Articles 31(1)(a) to (c) (inclusive) of the Model Articles shall be amended by the deletion, in each case, of the words "either" and "or as the directors may otherwise decide". Article 31(d) of the Model Articles shall be amended by the deletion of the words "either" and "or by such other means as the directors decide".

3. SHARE CAPITAL

- 3.1 While the Redeemable Shares remain in issue the maximum number of shares in the capital of the Company shall be:-
 - 3.1.1 700 A Ordinary Shares and 300 B Ordinary Shares; and
 - 3.1.2 230,000 Redeemable Shares 2012-1013.

- 3.2 Subject to article 3.1 and the remaining provisions of this article, the directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:
- (a) offer or allot;
 - (b) grant rights to subscribe for or to convert any security into; or
 - (c) otherwise deal in, or dispose of,
- any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.
- 3.3 Subject to article 3.1, the authority referred to in article 3.2:
- (a) shall be limited to a maximum nominal amount of £231,000, comprised of 700 A Ordinary Shares and 300 B Ordinary Shares and 230,000 Redeemable Shares 2012-1013, or such other amount as may from time to time be authorised by the Company by ordinary resolution;
 - (b) shall only apply insofar as the Company has not, subject to these Articles, renewed, waived or revoked it by ordinary resolution; and
 - (c) may only be exercised for a period of five years from the date of adoption of these Articles, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).
- 3.4 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the company.
- 3.5 Unless otherwise agreed by special resolution, if the company proposes to allot any equity securities (other than any equity securities to be held under an employees' share scheme), those equity securities shall not be allotted to any person unless the Company has first offered them to all shareholders on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to other persons on a pari passu and pro rata basis to the number of shares held by those holders (as nearly as possible without involving fractions). The offer:
- (a) shall be in writing, shall be open for acceptance for a period of 15 Business Days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and
 - (b) may stipulate that any Shareholder who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.

- 3.6 Any equity securities not accepted by Shareholders pursuant to the offer made to them in accordance with article 3.5 shall be used for satisfying any requests for Excess Securities. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants pro rata to the number of shares held by the applicants immediately before the offer was made to shareholders in accordance with article 3.5 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any shareholder beyond that applied for by him). After that allotment, any Excess Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the Shareholders.
- 3.7 Subject to the preceding provisions of this article and to section 551 of the Act, any equity securities shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to any persons at those times and generally on the terms and conditions they think proper.

4. RIGHTS ATTACHING TO SHARES

The rights attaching to the respective classes of shares shall be as follows:-

4.1 Income

- (a) Subject to article 5.2 any profits which the Company determines to distribute in any financial year shall, after payment of any Participating Dividend (if any) due for payment and after redemption of all Redeemable Shares then due for redemption, be distributed amongst the holders of the Ordinary Shares. Unless a Participating Dividend becomes payable the Redeemable Shares shall not entitle the holders thereof to participate in any distribution of the profits of the Company.
- (b) If a Participation Event occurs then, prior to the payment of any other dividend, the Company shall pay to the holders of the Redeemable Shares as a class the Participating Dividend. The Participating Dividend (if any) shall be payable not more than 10 days after the accounts of the Company for the relevant financial year are approved by the directors (the first year in respect of which a Participating Dividend is payable being the 12 month period to 20 October 2013) provided that, if the accounts of the Company for any financial year have not been approved by the directors on the date falling four month's after the end of such financial year (the "Payment Date"), an interim dividend on account of the

Participating Dividend which can be determined from such accounts will, to the extent that there are profits available for distribution, be paid on the Payment Date and will be not less than the same amount as the equivalent Participating Dividend in respect of the immediately preceding year or, if no such dividend was paid, the relevant percentage (y) of the profits of the Company for the immediately preceding financial year (or in the case of the period to 20 October 2012, the profits of the firm of DR Collin & Son as shown in its last accounts).

If following the approval of the accounts of the Company for the said period an overpayment or underpayment of the Participating Dividend shall be proved to have been made the directors shall (in the case of an underpayment) within 10 days of the approval of the relevant accounts declare and pay a final dividend of an amount equal to any shortfall and (in the event of an overpayment) the amount of any overpayment shall be repaid to the Company by the holders of the Redeemable Shares within 10 days of approval of the relevant accounts.

In the event that a Redeemable Share is redeemed part way through any financial period in respect of which a Participating Dividend is payable, the Participating Dividend for that period will be calculated by reference to the number of days in that financial period during which the relevant Redeemable Shares were in issue.

(c) For the purposes of this article the expression “**net profit**” shall mean the net profit of the Company and its subsidiaries calculated on the historical cost accounting basis as shown in the consolidated profit and loss accounts of the Company and its subsidiaries for the relative financial year but:-

- (i) before any provision is made for any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserves, before writing off goodwill but including any charging or crediting of any extraordinary items;
- (ii) after deduction of any corporation tax or any other tax levied or measured by profits or gains on the profits earned and gains realised by the Company and its subsidiaries; and
- (iii) before deduction of any sum in respect of emoluments payable to the holders of Ordinary Shares and their connected persons (as defined in section 1122 of the Corporation Tax Act 2010) in respect of their services rendered to the Company and

/or any subsidiaries of the Company during their period of service to the Company in excess of the Agreed Rate.

- (d) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act, the Participating Dividend shall (notwithstanding any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or a resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and payable in priority to any other dividend.
- (e) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Participating Dividend.

4.2 Capital

- (a) On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the surplus assets of the Company remaining after the payment of its liabilities (including, for the avoidance of doubt, any debts arising from non-payment of Participating Dividends) shall be applied in the following order of priority:-
 - (i) first, in paying to the holders of Redeemable Shares the sum of £1.00 per Redeemable Share and the aggregate amount of any accruals and/or unpaid amounts of Participating Dividend (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful by reason of there being insufficient available profits); and
 - (ii) the balance of such assets (if any) shall be distributed amongst the holders of the Ordinary Shares according to the amount fully paid or credited as fully paid on each such share.

4.3 Voting

- (a) The Ordinary Shares shall entitle the holders of the Ordinary Shares to one vote for each Ordinary Share held by them at any general meeting of the Company.
- (b) Unless the Company has failed to redeem any Redeemable Share due for redemption on the due Redemption Date, the Redeemable Shares shall not entitle the holder thereof to vote at any general meeting of the Company. If the Company has failed to redeem any Redeemable Share due for redemption on the Redemption Date, if and for so long as such Redeemable Shares are not redeemed then the Redeemable Shares not so redeemed shall entitle the holders thereof to vote at any general meeting of the Company on the basis that, together, such Redeemable Shares shall have y% of all the votes which could be cast at such general meeting (where y% is computed on the same basis, mutatis mutandis, as for Participating Dividend, above).

4.4 Redemption of Redeemable Shares

- (a) The Company shall redeem:-
 - (i) not less than 115,000 Redeemable Shares on 20 October 2012; and
 - (ii) the remainder of the Redeemable Shares on 20 October 2013; and
 - (iii) all the Redeemable Shares then in issue immediately before a sale.
- (b) If the Company has insufficient available profits to redeem all of the Redeemable Shares required to be redeemed on a particular date set for redemption, the Company shall redeem as many of such Redeemable Shares as it can lawfully do so, with the balance to be redeemed as soon as it may lawfully be able to do so.
- (c) If the Company is at any time redeeming less than all the Redeemable Shares from time to time in issue, the number of shares to be redeemed shall be apportioned between those holders of the Redeemable Shares then in issue pro rata according to the number of Redeemable Shares held by them respectively at the date set for redemption.
- (d) On the date of redemption:-
 - (i) the holders of the Redeemable Shares to be redeemed shall deliver to the company at

the Company's registered office the certificate(s) for such Redeemable Shares; and

(ii) upon such delivery, the Company shall pay to the holder:-

(A) 100% of the issue price thereof; and

(B) all accruals and/or unpaid amounts of Participating Dividend in respect thereof, calculated down to and including the date of actual payment.

and on and from the relevant Redemption Date this aggregate amount shall become a debt due from the Company (subject to the Company having available profits or other monies which may be lawfully applied for such redemption).

(e) As soon as practicable after a redemption of Redeemable Shares (and, in any event, within 5 business days thereafter), the Company shall cancel the certificate(s) delivered to it upon redemption and, if any certificate delivered to the Company for cancellation includes any Redeemable Shares not being redeemed, issue a new certificate to the relevant holder for those Redeemable Shares.

5. VARIATION OF RIGHTS ATTACHING TO REDEEMABLE SHARES

5.1 For so long as any Redeemable Shares remain in issue, the special rights attached to the Redeemable Shares may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holder of the Redeemable Shares but not otherwise. Without prejudice to the generality of this Article 5, the special rights attached to the Redeemable Shares shall be deemed to be varied by any of the following events occurring without prior written consent of the holder of the Redeemable Shares (which consent shall not be unreasonably withheld, delayed or conditioned):-

(a) by any reduction of the issued capital of the Company or any of its subsidiaries (if any), or by any variation of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries (if

any) which has the effect or preferring any share to the Redeemable Shares; or

- (b) by making any fundamental change in the nature of the business of the Company and its subsidiaries (if any) which will materially adversely affect the ability of the Company to duly redeem the Redeemable Shares; or
- (c) by the disposal of the undertaking of the Company or of any of its subsidiaries (if any) or any substantial part thereof other than for full market value to a bona fide arms' length purchaser; or
- (d) by the acquisition of any interest in any share in the capital of any Company by the Company or by any of its subsidiaries (if any), where the business of such Company is fundamentally different to the business of the Company and its subsidiaries (if any) at the time of such acquisition; or
- (e) by any borrowings of the Company and its subsidiaries (if any) from any person other than its bankers or from J & D Cook Properties Limited for the proper business of the Company and its subsidiaries or the granting of any security other than to its bankers (other than any security arising by operation of law); or
- (f) by the calling of a meeting of the Company for the purpose of considering a resolution for the solvent winding up of the Company; or
- (g) by the calling of a meeting of the Company to approve the purchase or redemption of any of the Company's shares, other than the redemption of the Redeemable Shares; or
- (h) by the calling of a meeting of the Company for the purpose of considering a resolution for amending the articles which has the effect of altering any rights attaching to the Redeemable Shares.
- (i) (other than dividends or emoluments for services rendered to the Company and/or its subsidiaries) by the payment to any shareholder of any sum other than on an arm's length basis and for fair value.

5.2 In addition to and without prejudice to the events set out in article 5.1 above, if any Redeemable Share is not redeemed on the due Redemption Date, the special rights attached to the Redeemable Shares shall (for so long as such redemption does not take place) be deemed to be varied by any of the following events occurring without prior written consent of the holder of the Redeemable Shares:-

- (a) by declaring any dividend on the Ordinary Shares; and
- (b) by any change in the net emoluments payable to the holders of Ordinary Shares and their connected persons (as defined in section 1122 of the Corporation Tax Act 2010) in respect of their services rendered to the Company and /or any subsidiaries of the Company during their period of service to the Company in excess of £300,000.

DIRECTORS

6. DIRECTORS' MEETINGS

- 6.1 The post of chairman shall be held by an A Director. The chairman shall have a casting vote. If the chairman for the time being is unable to attend any meeting of the Board, the A Majority Shareholders shall be entitled to appoint another director to act as chairman at that meeting.
- 6.2 The A Majority Shareholders may nominate up to 6 persons to act as directors, who shall be A Directors, and the A Majority Shareholders may remove any director so nominated, by giving notice to the Company. Only the A Majority Shareholders may remove an A Director, unless (following any event) such person is not by law permitted to remain a director of a limited liability company, in which case they shall demit office forthwith following such event. The appointment or removal of an A Director takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. The party or parties removing an A Director in this way shall indemnify and keep indemnified the Company against any claim connected with the director's removal from office.
- 6.3 The B Majority Shareholders may nominate up to 5 persons to act as directors, who shall be B Directors and the B Majority Shareholders may remove any director so nominated, by giving notice to the Company. Only the B Majority Shareholders may remove a B Director, unless (following any event) such person is not by law permitted to remain a director of a limited liability company, in which case they shall demit office forthwith following such event. The appointment or removal of a B Director takes effect on the date on which the notice is received by the Company or, if a later date is given in the notice, on that date. The party or parties removing a B Director in this way shall indemnify and keep indemnified the Company against any claim connected with the director's removal from office.
- 6.4 The A Director or A Directors present at any meeting of the Board or of any meeting of a committee of the Board shall have the right to an aggregate number of votes which is one vote greater than the number of votes capable of being cast on such resolution by all other directors (or their alternates) present at such meeting.

- 6.5 A director may, and at the request of a director, the secretary (if any) shall, call a meeting of the Board.
- 6.6 The Company shall ensure that at least five Business Days' notice of a meeting of directors is given to all directors entitled to receive notice who are then present in the United Kingdom accompanied by:
- (a) an agenda specifying in reasonable detail the matters to be raised at the meeting or the committee meeting; and
 - (b) copies of any papers to be discussed at the meeting or the committee meeting.
- 6.7 A shorter period of notice of a meeting of directors may be given if at least one A Director and any other Director agree in writing.
- 6.8 Matters not on the agenda, or business conducted in relation to those matters, may not be raised at a meeting of directors unless all the directors present agree in writing.
- 6.9 The quorum at any meeting of directors or of any committee of the directors (including adjourned meetings) is one A Director (or his alternate) and any other Director.
- 6.10 No business shall be conducted at any meeting of directors or of any committee of the directors unless a quorum is present at the beginning of the meeting and at the time when there is to be voting on any business.
- 6.11 If a quorum is not present within 30 minutes after the time specified for a directors' meeting or any meeting of a committee of the directors in the notice of the meeting then it shall be adjourned for 5 Business Days at the same time and place. If at the adjourned meeting a quorum is not present within 30 minutes after the time specified for the directors' meeting or meeting of a committee of the directors in the adjourned notice of the meeting, then those directors present will constitute a quorum.

7. DECISIONS OF DIRECTORS

- 7.1 A decision of the directors is taken in accordance with this article when all Eligible Directors indicate to each other by any means that they share a common view on a matter.
- 7.2 Such a decision 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.

- 7.3 A decision may not be taken in accordance with this article if the Eligible Directors would not have formed a quorum at a directors' meeting to vote on the matter in accordance with article 6, or the matter would not have been approved in accordance with article 6.

8. DIRECTORS' INTERESTS

- 8.1 The directors may, in accordance with the requirements set out in this article, authorise any matter or situation proposed to them by any Director which would, if not authorised, involve a director (the **Interested Director**) breaching his duty under section 175 of the Act to avoid conflicts of interest (**Conflict**).
- 8.2 Any authorisation under this article will be effective only if:
- (a) to the extent permitted by the Act, the matter in question shall have been proposed by any Director for consideration in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - (b) any requirement as to the quorum for consideration of the relevant matter is met without counting the Interested Director; and
 - (c) the matter was agreed to without the Interested Director voting or would have been agreed to if the Interested Director's vote had not been counted.
- 8.3 Any authorisation of a Conflict under this article may (whether at the time of giving the authorisation or subsequently):
- (a) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter or situation so authorised;
 - (b) provide that the Interested Director be excluded from the receipt of documents and information and the participation in discussions (whether at meetings of the directors or otherwise) related to the Conflict;
 - (c) provide that the Interested Director will or will not be an Eligible Director in respect of any future decision of the directors in relation to any resolution related to the Conflict;
 - (d) impose upon the Interested Director such other terms for the purposes of dealing with the Conflict as the directors think fit;
 - (e) provide that, where the Interested Director obtains, or has obtained (through his involvement in the Conflict and otherwise 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 that information to the Company, or to use it in relation to the Company's

affairs where to do so would amount to a breach of that confidence;
and

- (f) permit the Interested Director to absent himself from the discussion of matters relating to the Conflict at any meeting of the directors and be excused from reviewing papers prepared by, or for, the directors to the extent they relate to such matters.

- 8.4 Where the directors authorise a Conflict, the Interested Director will be obliged to conduct himself in accordance with any terms and conditions imposed by the directors in relation to the Conflict.
- 8.5 The directors may revoke or vary such authorisation at any time but this will not affect anything done by the Interested Director prior to such revocation or variation in accordance with the terms of such authorisation.
- 8.6 A director, notwithstanding his office, may be a director or other officer of, employed by, or otherwise interested (including by the holding of shares) in, the shareholder who appointed him as a director of the Company, or any other member of such shareholder's Permitted Group, and no authorisation under article 8.1 shall be necessary in respect of any such interest.
- 8.7 Any A Director or B Director shall be entitled from time to time to disclose to (as the case may be) the holders of the A Ordinary Shares or the holders of the B Ordinary Shares such information concerning the business and affairs of the Company as he shall at his discretion see fit, subject only to the condition that if (as the case may be) there be more than one A Shareholder or B Shareholder, the director concerned shall ensure that each of the shareholders of the same class receives the same information on an equal footing.
- 8.8 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors in accordance with these Articles or by the Company in general meeting (subject in each case to any terms and conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds.
- 8.9 Subject to sections 177(5) and 177(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a proposed transaction or arrangement with the Company shall declare the nature and extent of his interest to the other directors before the Company enters into the transaction or arrangement in accordance with the Act.

- 8.10 Subject to sections 182(5) and 182(6) of the Act, a director who is in any way, whether directly or indirectly, interested in a transaction or arrangement that has been entered into by the Company shall declare the nature and extent of his interest to the other directors as soon as is reasonably practicable in accordance with the Act, unless the interest has already been declared under article 8.9.
- 8.11 Subject, where applicable, to any terms and conditions imposed by the directors in accordance with article 8.3, and provided a director has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:
- (a) may be a party to, or otherwise interested in, any such transaction or arrangement with the Company, or in which the Company is otherwise (directly or indirectly) interested;
 - (b) shall be an Eligible Director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (c) shall be entitled to vote at a meeting of directors (or of a committee of directors) or participate in any unanimous decision, in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested;
 - (d) may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - (e) may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and
 - (f) shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

9. RECORDS OF DECISIONS TO BE KEPT

Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

10. ALTERNATE DIRECTORS

10.1 Any Director (other than an alternate director) (in this article, the **Appointor**) may appoint any person (whether or not a director) except for an existing director representing the other class of shares to be an alternate director to exercise that director's powers, and carry out that director's responsibilities, in relation to the taking of decisions by the directors, in the absence of the alternate's Appointor. In these Articles, where the context so permits, the term "A Director" or "B Director" shall include an alternate director appointed by an A Director or a B Director (as the case may be). A person may be appointed an alternate director by more than one director provided that each of his Appointors represents the same class of shares but not otherwise.

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

10.3 The notice must:

- (a) identify the proposed alternate; and
- (b) in the case of a notice of appointment, contain a statement signed by the proposed alternate that he is willing to act as the alternate of the director giving the notice.

10.4 An alternate director has the same rights, in relation to any decision of the directors, as the alternate's Appointor.

10.5 Except as the Articles specify otherwise, alternate directors:

- (a) are deemed for all purposes to be directors;
- (b) are liable for their own acts and omissions;
- (c) are subject to the same restrictions as their Appointors; and
- (d) are not deemed to be agents of or for their Appointors,

and, in particular (without limitation), 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.

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

- (a) may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating); and
- (b) may participate in a unanimous decision of the directors (but only if his Appointor is an Eligible Director in relation to that decision, and does not himself participate).

- 10.7 A director who is also an alternate director is entitled, in the 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).
- 10.8 An alternate director may be paid expenses and may be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any remuneration in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the alternate's Appointor as the Appointor may by notice in writing to the Company from time to time direct.
- 10.9 An alternate director's appointment as an alternate terminates:
- (a) when the alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;
 - (b) 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; or
 - (c) when the alternate director's Appointor ceases to be a director for whatever reason.

11. SHARE CAPITAL

- 11.1 Subject as hereinafter provided, no party shall transfer, grant any security interest over, or otherwise dispose of or give any person any rights in or over any Share or interest in any Share in the Company unless permitted or required under this agreement or the Articles and carried out in accordance with the terms of the agreement or the Articles (as the case may be). A party may do anything prohibited by this article if the A Majority Shareholders and the B Majority Shareholders have consented to it in writing. Provided that the Redeemable Shares shall be freely transferable.
- 11.2 Any Shareholder may at any time transfer all or any Shares held by him to a Privileged Relation which, for the purposes of this agreement, shall mean as regards any individual Shareholder or deceased or former individual Shareholder, the spouse, the civil partner or the widower or widow of the individual, the parents of the individual and all the lineal descendants of the individual and for such purposes a stepchild or adopted child or illegitimate child of any person shall be deemed to be a lineal descendant of such person, provided that in each case the proposed transferee enters into a deed of adherence agreeing to be bound by the terms of this agreement.

- 11.3 Subject to article 11.2, notwithstanding any other provision contained in this agreement or in this article, the directors shall register the transfer of any A Ordinary Shares, without restriction as to price or otherwise.
- 11.4 Before transferring any Shares, otherwise than in accordance with articles 11.2 or 11.3, the person proposing to transfer the same (the **"Proposing Transferor"**) shall give notice in writing (**"Transfer Notice"**) to the Company that he proposes to transfer such shares (the **"Sale Shares"**) and, in the event that the Proposing Transferor shall have reached an agreement or an arrangement with a third party for the sale of the Sale Shares to such third party, the Proposing Transferor shall state in the Transfer Notice the name of such third party, the price per share at which the Sale Shares are to be sold to such third party and all other material terms of the proposed transfer. The Transfer Notice shall constitute the Company (by the Board) his agent for the transfer of the Sale Shares at the Prescribed Price referred to below and during the period expiring three months after the giving of the Transfer Notice or ten weeks after the agreeing or determination of the Prescribed Price, whichever shall be the later, (the **"Prescribed Period"**) in accordance with the following provisions of this article. Save as hereafter provided, a Transfer Notice once given or required to be given or deemed to have been given shall not be revocable. A Transfer Notice (other than a Transfer Notice required to be given or deemed to have been given pursuant to this article) may contain a provision that unless all or a specified number of the Sale Shares are sold by the Company within the Prescribed Period pursuant to this article the Transfer Notice shall be withdrawn and any such provision shall be binding on the Company.
- 11.5 The Sale Shares shall, within 14 days of the date the Transfer Notice is received by the Company or is deemed to have been given or within seven days after the Prescribed Price shall have been agreed or determined as hereinafter provided, whichever shall be the later, be offered by the Company in writing for purchase at the Prescribed Price.
- 11.6 Such offer shall first be made to all the other Shareholders holding shares of the same class as the Sale Shares *pro rata* to their shareholding of such shares.
- 11.7 To the extent that such offers are not accepted in whole or in part the remaining Sale Shares shall thereafter be offered by a second offer by the Company at the Prescribed Price within seven days of the closing of the initial offer to such Shareholders holding shares of any class other than the Sale Shares and that *pro rata* to their shareholding of such shares.
- 11.8 To the extent that such offers are not accepted in whole or in part the remaining Sale Shares shall thereafter be offered by a final offer by the Company at the Prescribed Price within seven days of the closing of the

second offer to such Shareholders that have accepted the initial or the second offer *pro rata* to their shareholdings and that *pro rata* to their shareholdings.

- 11.9 Each such offer shall specify a time (not being less than 21 days in the case of an initial and a second offer and 14 days in the case of a final offer) within which it must be accepted failing which it will lapse. In the case of competition in respect of any such offer the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Shareholder beyond that applied for by him) to their existing holding of the relevant class or classes of shares.
- 11.10 If the Board shall within the Prescribed Period find Shareholders (each such person called a "**Purchaser**") to purchase the Sale Shares or any of them and give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment of the Prescribed Price, to transfer such of the Sale Shares to the respective Purchasers. If the Transfer Notice properly stated that the Proposing Transferor is not willing to transfer part only of the Sale Shares or less than a specified number of such Sale Shares, the obligation in this article to transfer shall not apply unless the Board shall have found Purchasers for the whole of the Sale Shares or not less than such specified number. Every such notice from the Board shall state the name and address of the Purchaser concerned and the number of shares agreed to be purchased by him. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the Board when, against payment of the Prescribed Price and any relevant stamp duties, the Proposing Transferor shall deliver transfers in favour of the Purchasers together with the share certificates in respect of the relevant Sale Shares and the Purchasers shall be registered as the holders of the relevant Sale Shares in the register of members of the Company and share certificates in the names of such Purchasers and in respect of the relevant Sale Shares shall be delivered.
- 11.11 If in any case a Proposing Transferor, after having become bound to transfer any Shares to a Purchaser, shall make default in so doing or shall fail to deliver share certificates in respect thereof, the Board may authorise some person to execute and deliver on his behalf any necessary transfer in favour of the Purchaser and shall receive the purchase money and shall thereupon (subject to the transfer being duly stamped) cause the name of the Purchaser to be entered into the register of members as the holder of the relevant shares. The Company shall hold the purchase money in trust for the Proposing Transferor 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 the Purchaser who shall not be bound to see to 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.

11.12 If the Board shall not within the Prescribed Period find Purchasers willing to purchase all the Sale Shares (or any lesser number properly specified in the Transfer Notice for the purposes of article 11.4) at the Prescribed Price or if the Directors shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Board have no prospect of finding Purchasers, the Proposing Transferor at any time thereafter up to the expiry of six weeks after the Prescribed Period shall be at liberty to transfer those Sale Shares for which the Company has not found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a *bona fide* sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made in respect of the Sale Shares after the giving of the Transfer Notice and to be retained by the Proposing Transferor) and otherwise on the terms set out in the Transfer Notice provided that:-

10.12.1 if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares or less than a specified number of the Sale Shares he shall not be entitled to transfer any of such Sale Shares unless in aggregate the whole of such Sale Shares or, as relevant, not less than the specified number of such Sale Shares are so transferred;

10.12.2 the Board may require to be satisfied that the Sale Shares are being transferred pursuant to a *bona fide* sale upon the material terms and for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser (other than in respect of any dividend or other distribution as referred to above) and if not so satisfied may refuse to register the instrument of transfer.

11.13 The expression "**Prescribed Price**" shall mean, in respect of each Sale Share, such sum per share as shall be agreed between the Proposing Transferor and the remaining Shareholders or, failing agreement, as shall be determined by an independent share valuation expert ("**Expert**") appointed in accordance with article 13 provided that, in respect of any Obligatory Transfer Shares (as defined in article 12) the sum per such Share shall be determined by the Expert.

11.14 If 51% of the Shareholders (the "**Selling Shareholders**"), with reference to the numbers of shares held in the share capital of the Company (disregarding for the purpose the Redeemable Shares), wish to transfer all their interest in shares in the Company (the "**Sellers' Shares**") to a *bona fide* arms length purchaser (the "**Third Party Purchaser**") the Selling Shareholders shall have the option (the "**Drag Along Option**") to require all the other holders of shares in the Company (the "**Called Shareholders**") (disregarding for the purpose the holders of Redeemable Shares) to sell and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this article.

- 11.15 The Selling Shareholders may exercise the Drag Along Option by giving a written notice to that effect (a **"Drag Along Notice"**) at any time before the transfer of the Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares in the Company (the **"Called Shares"**) pursuant to this article, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred (calculated in accordance with this article) and the proposed date of transfer.
- 11.16 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Third Party Purchaser within 90 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 11.17 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be a sum equal to that payable by the Third Party Purchaser for each share of the same class as the Called Shares held by a Selling Shareholder.
- 11.18 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless:-
- 10.18.1 all of the Called Shareholders and the Selling Shareholders agree otherwise; or
- 10.18.2 that date is less than 3 days after the Drag Along Notice where it shall be deferred until the third day after the Drag Along Notice.
- 11.19 If any Called Shareholder does not on completion of the sale of Called Shares execute transfer(s) in respect of all the Called Shares held by that Called Shareholder the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf against receipt by the Company (on trust for such Called Shareholder) of the purchase monies or any other consideration payable for the Called Shares and to deliver such transfer(s) to the Third Party Purchaser (or as they may direct) and the Board shall forthwith register the Third Party Purchaser (or as they may direct) as the holder thereof. After the Third Party Purchaser (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of shares under this article that no share certificate has been produced.

11.20 Subject to articles 11.1-11.2 (inclusive) and articles 11.14-11.19 (inclusive) but notwithstanding any other provision in this article, no sale or transfer or other disposition of any interest in any Share (the "**Specified Shares**") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the proposed purchaser of the Specified Shares ("**External Purchaser**") has made a *bona fide* offer in accordance with this article to purchase for cash at the Offer Price (defined in article 11.22), all the Shares held by Shareholders who are not acting in concert or otherwise connected with the Third Party Purchaser (the "**Uncommitted Shares**").

11.21 An offer made under article 11.20 shall be in writing and open for acceptance for at least 21 days, and shall be deemed to be rejected by any Shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.

11.22 For the purposes of article 11.20:

- (a) the expression "**Offer Price**" means a price per share at least equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any Shares within the last six months (including to avoid doubt the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified 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 the Specified Shares provided always that an equal value shall be attributed to all Shares including the Specified Shares (provided that if any part of the Specified Price is payable otherwise than in cash any Shareholder may require, as a condition of his acceptance of the offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares; and
- (b) the expression "**Change of Control**" means the acquisition whether by purchase, transfer, renunciation or otherwise of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold more than 50 per cent in nominal value of any class of the Shares;

12. **OBLIGATORY TRANSFER EVENT**

12.1 If any of the following events happens to a Shareholder:

- (a) the party being unable to pay their debts as they fall due; or

- (b) the party entering into a composition or arrangement with their creditors; or
- (c) any chargee taking any step to enforcing any charge created over any shares held by the party in the Company ; or
- (d) the party being sequestrated or having a bankruptcy order made against him or being declared bankrupt by any court of competent jurisdiction; or
- (e) the party commits a material or persistent breach of this agreement which if capable of remedy has not been so remedied within 20 Business Days of receiving notice from the Company requiring such remedy

(each of which shall be an "**Obligatory Transfer Event**") then the provisions of article 12.2 shall apply.

12.2 On the happening of an Obligatory Transfer Event:

- (a) the Shareholder (and, as the case may be any trustee in bankruptcy or other personal representative of such Shareholder) shall forthwith give notice to the Company and, if they do not, they shall be deemed to have given such notice on the date on which the Company becomes aware of such Obligatory Transfer Event (**Notice of Obligatory Transfer Event**);
- (b) in respect of the Shares held by such Shareholder on the happening of the Obligatory Transfer Event ("**Obligatory Transfer Shares**"), neither the Shareholder nor, as the case may be, any trustee in bankruptcy or other personal representative of such Shareholder, shall transfer or purport to transfer all or any of the Obligatory Transfer Shares pursuant to article 11.2 for a period of 12 months after the Notice of the Obligatory Transfer Event;
- (c) if within 12 months after the Notice of the Obligatory Transfer Event the Board resolves (with the A Directors voting in favour) that the provisions of article 11 shall be deemed to apply in respect of the Obligatory Transfer Shares then, following such resolution, the Company shall give notice to such Shareholder that the provisions of article 11 shall mutatis mutandis apply in respect of the Obligatory Transfer Shares and, on service of such notice, such Shareholder (and, as the case may be any trustee in bankruptcy or other personal representative of such Shareholder) shall be deemed to have served a Transfer Notice in respect of all of the Obligatory Transfer Shares pursuant to article 11.4 (save that the Transfer Notice shall not contain a provision that unless all or a specified number of the Obligatory Transfer Shares are sold by the Company within the Prescribed Period then the Transfer Notice shall be withdrawn), whereupon the provisions of articles 11.4-11.13 (inclusive) shall mutatis mutandis apply provided that the Prescribed Price for such Obligatory Transfer Shares shall be determined by an Expert appointed pursuant to article 13.

13. **EXPERT**

- 13.1 If pursuant to articles 11 or 12, the Prescribed Price of any Share falls to be determined then as soon as practicable after service, or deemed

service, of the Transfer Notice, the Shareholders shall appoint a chartered accountant ("**Expert**") to determine the Prescribed Price.

- 13.2 If the Shareholders are unable to agree on the identity of an Expert within 10 Business Days of any Shareholder serving details of a suggested expert on the others, any Shareholder shall then be entitled to request the then President of the Institute of Chartered Accountants in Scotland to appoint an Expert who is an accountant of repute with experience in the valuation of private companies limited by shares and that Expert shall carry out the determination of the Prescribed Price.
- 13.3 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this article then:
- (a) any Shareholder may apply to the then President of the Institute of Chartered Accountants in Scotland to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this article applies in relation to the new Expert as if he were the first Expert appointed.
- 13.4 The Prescribed Price of any Share to be determined by the Expert shall be the value that the Expert certifies to be its fair market value in his opinion based on the following assumptions:
- (a) the value of the Shares in question is that proportion of the fair market value of the entire issued share capital of the Company that the Sale Shares bear to the then total issued share capital of the Company (disregarding the Redeemable Shares)(with any premium or discount for the size of the shareholding or for the rights or restrictions applying to the Shares under this agreement or the Articles which the Expert reasonably believes should be taken into account;
 - (b) the sale is between a willing buyer and a willing seller on the open market;
 - (c) the sale is taking place on the date that the Transfer Notice is given or is deemed to have been given;
 - (d) if the Company is then carrying on its business as a going concern, on the assumption that it shall continue to do so;
 - (e) the shares are sold free of all Encumbrances; and
 - (f) to take account of any other factors that the Expert reasonably believes should be taken into account.
- 13.5 If any problem arises in applying any of the assumptions set out in article 12.4, the Expert shall resolve the problem in whatever manner he shall, in his absolute discretion, think fit. All matters under this article shall be conducted, and the Expert's decision shall be written, in the English language.

- 13.6 The Shareholders are entitled to make submissions to the Expert (within 10 Business Days of his appointment) regarding the Prescribed Price, including oral submissions, and shall forthwith provide (or procure that others including the Company provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 13.7 To the extent not provided for by this article, the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination as he considers just or appropriate, including (to the extent he considers necessary,) instructing professional advisers to assist him in reaching his determination.
- 13.8 Each Shareholder shall with reasonable promptness supply (and procure that others including the Company supply) each other with all information and give each other access to all documentation and personnel as the other Shareholders reasonably requires to make a submission under this article.
- 13.9 The Expert shall act as an expert and not as an arbitrator. The Expert's written decision on the matters referred to him shall be final and binding on the Shareholders in the absence of manifest error or fraud.
- 13.10 Each Shareholder shall bear its own costs in relation to the reference to the Expert. The Expert's fees and any costs properly incurred by him in arriving at his determination (including any fees and costs of any advisers appointed by the Expert) shall be borne in such other proportions as the Expert shall direct.

14. QUORUM FOR GENERAL MEETINGS

- 14.1 The quorum at any general meeting of the Company, or adjourned general meeting, shall be two persons present in person or by proxy, of whom one shall be a holder of A Shares or a duly authorised representative of such holder.
- 14.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.

15. POLL VOTES

- 15.1 A poll may be demanded at any general meeting by a qualifying person (as defined in section 318 of the Act) present and entitled to vote at the meeting.

- 15.2 Article 44(3) of the Model Articles shall be amended by the insertion of the words "A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made" as a new paragraph at the end of that article.

16. PROXIES

- 16.1 Article 45(1)(d) of the Model Articles shall be deleted and replaced with the words "is delivered to the Company in accordance with the Articles not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of general meeting (or adjourned meeting) to which they relate".
- 16.2 Article 45(1) of the Model Articles shall be amended by the insertion of the words "and a proxy notice which is not delivered in such manner shall be invalid" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

17. MEANS OF COMMUNICATION TO BE USED

- 17.1 Subject to article **Error! Reference source not found.**, any notice, document or other information shall be deemed served on, or delivered to, the intended recipient:
- (a) if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted or five Business Days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom, if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five Business Days was guaranteed at the time of sending and the sending party receives a confirmation of delivery from the courier service provider;
 - (b) if properly addressed and delivered by hand, when it was given or left at the appropriate address;
 - (c) if properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and
 - (d) if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this article, no account shall be taken of any part of a day that is not a working day.

- 17.2 In proving that any notice, document or information was properly addressed, it shall be sufficient to show that the notice, document or information was addressed to an address permitted for the purpose by the Act.

18. INDEMNITY AND INSURANCE

- 18.1 Subject to article 18.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

- (a) each relevant officer of the Company shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

- (i) in the actual or purported execution and/or discharge of his duties, or in relation to them; and
- (ii) in relation to the Company's activities as a trustee of any occupational pension scheme (as defined in section 235(6) of the Act),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings, in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs; and

- (b) the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in article 18.1(a) and otherwise may take action to enable any such relevant officer to avoid incurring such expenditure.

- 18.2 This article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.

- 18.3 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

- 18.4 In this article:

- (a) a "relevant officer " means any Director or other officer or former director or other officer of the Company but excluding in each case any person engaged by the Company as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor; and

- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant officer in connection with that relevant officer's duties or powers in relation to the Company or any pension fund or employees' share scheme of the Company.