

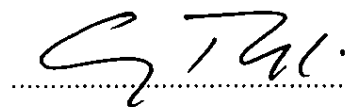
Company No. SC394617

THE COMPANIES ACT 2006
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
OF
ZAPPAR LIMITED
(the "Company")

On [18th] November 2011 the following special resolutions were duly passed as written resolutions of the Company pursuant to section 288 of the Companies Act 2006:

SPECIAL RESOLUTIONS

1. **THAT**, the 10,000 A Ordinary Shares of £0.01 each in the capital of the Company in issue on the date this Resolution is passed be and are hereby converted into, and re-designated as, 10,000 Ordinary Shares of £0.01 each having the rights specified in Resolution number 4.
2. **THAT**, the 8,766 B Ordinary Shares of £0.01 each in the capital of the Company in issue on the date this Resolution is passed be and are hereby converted into, and re-designated as, 8,766 Ordinary Shares of £0.01 each having the rights specified in Resolution number 4.
3. **THAT**, the 1,235 C Ordinary Shares of £0.01 each in the capital of the Company in issue on the date this Resolution is passed be and are hereby converted into, and re-designated as, 1,235 Ordinary Shares of £0.01 each having the rights specified in Resolution number 4.
4. **THAT**, the Ordinary Shares of £0.01 each in the capital of the Company resulting from resolutions 1, 2 and 3 shall rank pari passu in all respects.
5. **THAT**, the draft articles of association attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association.



Director/Secretary

MONDAY



SCT *SPFPDZMJ* 552
28/11/2011
COMPANIES HOUSE

the Companies Act 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

ZAPPAR LIMITED

(Incorporated in Scotland under Company No. SC394617)

(Adopted by special resolution passed on [18TH] November 2011)

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No. SC394617

The Companies Act 2006

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed on | 18th | November 2011)

of

Zappar Limited

Incorporated on 2nd March 2011

1 Interpretation

1.1 In these Articles (unless the context requires otherwise), the following words have the following meanings:

“Act” means the Companies Act 2006 including any statutory modification or re-enactment thereof for the time being in force;

“Articles” means these articles of association as altered from time to time;

“Board” means the board of directors for the time being of the Company or any duly constituted and authorised committee of it;

“eligible director” means a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter); and

“Model Articles” means the model articles for private companies limited by shares contained in Sch.1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles.

1.2 The Model Articles shall apply to the Company save insofar as they are excluded by or varied in or are otherwise inconsistent with these Articles.

1.3 Save as otherwise specifically provided in these Articles (and unless the context requires otherwise), words and expressions which are given meanings in the Model Articles shall have the same meanings in these Articles, subject to which (and unless the context requires otherwise), words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.4 Articles 9(1), 11(2) and (3), 14(1), (2), (3) and (4), 15, 38, 44(2), and 52 of the Model Articles shall not apply to the Company.

1.5 Article 7 of the Model Articles shall be amended by the insertion in article 7(2) of the words "for so long as he remains the sole director" after the words "and the director may".

1.6 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".

1.7 Article 24(2)(c) of the Model Articles shall be amended by the deletion of the word "that" and the insertion in its place of the words "whether or not".

1.8 Article 44(3) of the Model Articles shall be amended by the insertion, at the end of that article, of the words "A demand withdrawn in accordance with this article shall not invalidate the result of a show of hands declared before the demand was made".

2 Number of directors

Unless and until otherwise determined by the Company by ordinary resolution, the number of directors (other than alternate directors) shall be not less than two in number. The Company may from time to time by ordinary resolution fix a maximum number of directors and from time to time vary that maximum number.

3 Calling a directors' meeting

Notices of meetings of directors shall be given to all directors and to any alternate directors appointed by them. Any such notice shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing or by electronic communication to him at his last known address or at any other address given by him to the Company for this purpose, or by any other means authorised in writing by the director concerned. A director absent or intending to be absent from the United Kingdom may request that notices of meetings of the directors shall, during his absence, be sent in writing to him at an address given by him to the Company for this purpose. Article 9 of the Model Articles shall be varied accordingly.

4 Quorum for directors' Meetings

The quorum for the transaction of business at a meeting of directors is any two eligible directors.

5 Voting

Questions arising at a meeting shall be decided by a majority of votes. For the avoidance of doubt, in the case of an equality of votes, the chairman shall not have a second or casting vote.

6 Transactions or other arrangements with the Company

6.1 Subject to the provisions of the Act and to the other provisions of these Articles, no director or proposed or intending director shall be disqualified by his office from contracting with the Company, either with regard to his tenure of any office or place of profit or as vendor, purchaser or in any other manner whatever, nor shall any contract in which any director is in any way interested be liable to be avoided, nor shall any director who is so interested be liable to account to the Company or the members for any remuneration, profit or other benefit realised by the contract by reason of the director holding that office or of the fiduciary relationship so established.

6.2 A director may hold any other office or place of profit with the Company (except that of auditor) in conjunction with his office of director for such period (subject to the provisions of the Act) and upon such other terms as the Board may decide, and may be paid such extra remuneration for so doing (whether by way of salary, commission, participation in profits or otherwise) as the Board (or any committee authorised by the Board) may decide, and either in addition to or in lieu of any remuneration provided for by or pursuant to any other Article.

6.3 A director may be or become a director or other officer of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested or as regards which it has any power of appointment, and shall not be liable to account to the Company or the members for any remuneration, profit or other benefit received by him as a director or officer of or from his interest in the other company. The Board may also cause any voting power conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit, including the exercise of the voting power or power of appointment in favour of the appointment of the directors or any of them as directors or officers of the other company, or in favour of the payment of remuneration to the directors or officers of the other company.

6.4 A director may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm may be entitled to remuneration for professional services as if he were not a director.

6.5 Subject to the provisions of the Act, a director may vote on and be counted in the quorum in relation to any resolution of the Board in respect of any contract in which he has an interest.

7 Directors' conflicts of interest

7.1 A director who is in any way (directly or indirectly) interested in a proposed transaction or arrangement with the Company shall declare the nature of his interest to the other directors (i) at a meeting of the directors; or (ii) by a notice in writing in accordance with section 184 of the Act; or (iii) by a general notice in accordance with section 185 of the Act prior to that transaction or arrangement being entered into by the Company (where section 177 of the Act applies) or as soon as required by section 182 of the Act, where that section applies. If a declaration of interest under this Article proves to be, or becomes, inaccurate or incomplete, a further declaration must be made. This Article 7.1 does not require a declaration of an interest of which the director is not aware or where the director is not aware of the transaction or arrangement in question. For this purpose a director shall be deemed to be aware of matters of which he ought reasonably to be aware. A director need not declare an interest in the circumstances set out in section 177(6) or section 182(6) of the Act, as applicable.

7.2 References in this Article to:

- (a) a contract include references to any proposed contract and to any transaction or arrangement whether or not constituting a contract;
- (b) any contract with or situation involving the Company shall include also any contract with or situation involving any of its subsidiaries or subsidiary undertakings for the time being;
- (c) an interest of a director shall include any interest of any person who is connected with him for the purposes of sections 252 to 255 (inclusive) of the Act, to the extent the director is aware of the interest of such connected person; and
- (d) an interest of an alternate director shall also include the interest of his appointor, to the extent the alternate director is aware of that interest.

7.3 Subject to the provisions of the Act, the Company may, by ordinary resolution, suspend or relax the provisions of this Article to any extent or ratify any contract not properly authorised by reason of a contravention of this Article. A director nor any member connected with him for the purposes of section 239 of the Act shall vote on any resolution of the Company relating to

the ratification of any action by him amounting to negligence, default, breach of duty or breach of trust in relation to the Company.

7.4 Subject to first obtaining authorisation under an ordinary resolution, the Board may resolve in accordance with section 175(4)(a) of the Act to authorise a director to enter into a specific situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company as described in section 175(1) of the Act.

8 Appointment and removal of alternate directors

8.1 Any director other than an alternate director ("appointor") may appoint (and remove any alternate so appointed) as an alternate any other director, or any other person approved by resolution of the directors, to:

- (a) exercise that director's powers; and
- (b) carry out that director's responsibilities,

in relation to the taking of decisions by the directors, in the absence of the alternate's appointor.

8.2 Any appointment or removal of an alternate must be effected by notice in writing and the appointment will take effect on the later of:

- (a) the date that the Company is served with the notice;
- (b) the date specified in the notice as being the appointment or removal date of the alternate; and
- (c) in the case of an appointment where the proposed alternate is not a director, the date when the appointment is approved by the directors.

8.3 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 the proposed alternate is willing to act as the alternate of the director giving the notice.

9 Rights and responsibilities of alternate directors

9.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.

9.2 Every person acting as an alternate director shall be an officer of the Company, shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of the director appointing him.

9.3 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, but does not participate).

9.4 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).

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

10 Termination of appointment of alternate director

An alternate director's appointment as an alternate terminates:

- (a) if his appointor revokes his appointment by notice to the Company in writing specifying when it is to terminate; or
- (b) if any event happens in relation to him which, if he were a Director, would cause his office as Director to be vacated.

11 Secretary

The directors may from time to time appoint or remove any person who is willing to act as the secretary of the Company on such terms as they think fit.

12 Quorum for General Meetings

12.1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum. The presence of any one shareholder may constitute a quorum.

12.2 If at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during an adjourned meeting such a quorum ceased to be present, the meeting shall stand dissolved.

13 Poll votes

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

14 Notices

Any notice shall be deemed to be served on or delivered to the intended recipient:

- (a) if sent by prepaid United Kingdom first class post to an address in the United Kingdom, 24 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, in each case if sent by reputable international overnight courier addressed to the intended recipient;
- (b) if sent by electronic means, one hour after the document or information was sent;
- (c) if delivered by hand, when it was left at the appropriate address; and

For the purposes of this article, any notice received after 5pm on any business day (or on any non-business day) shall be deemed to have been received at 9am on the following business day.

15 Indemnity

Subject to and to the fullest extent permitted by the Act, but without prejudice to any indemnity to which he may be otherwise entitled:

- (A) every director and alternate director (and every director or alternate director of any associated company of the Company) shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any proceedings (whether civil or criminal) or any regulatory investigation or action which relate to anything done or omitted or alleged to have been done or omitted by him in his capacity as such save that no such person shall be entitled to be indemnified (whether directly or indirectly):
 - (1) for any liability incurred by him in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or any associated company of the Company (as defined in s.256 of the Act for these purposes);
 - (2) for any fine imposed in criminal proceedings which have become final;
 - (3) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising;
 - (4) for any liability incurred by him in defending any criminal proceedings in which he is convicted and such conviction has become final;
 - (5) for any liability incurred by him in defending any civil proceedings brought by the Company or an associated company of the Company in which a final judgment has been given against him; and
 - (6) for any liability incurred by him in connection with any application under ss.661(3) or (4) or 1157 of the Act in which the court refuses to grant him relief and such refusal has become final;
- (B) every director and alternate director (and every director or alternate director of any associated company of the Company) shall be entitled (i) to have funds provided to him by the Company to meet expenditure incurred or to be incurred by him in defending himself in any proceedings (whether civil or criminal) or in connection with an application for relief (as defined in s.205(5) of the Act) or in an investigation, or against action proposed to be taken, by a regulatory authority or (ii) to receive assistance from the Company as will enable any such person to avoid incurring such expenditure, where such proceedings, application, investigation or action are in connection with any alleged negligence, default, breach of duty or breach of trust by him in relation to the Company or any associated company of the Company, provided that he will be obliged to repay any funds provided to him no later than:
 - (1) in the event he is convicted in such proceedings, the date when the conviction becomes final; or
 - (2) in the event of judgment being given against him in such proceedings, the date when the judgment becomes final; or
 - (3) in the event of the court refusing to grant him such relief, the date when the refusal becomes final; or

- (4) in the event he becomes liable for any sum payable to a regulatory authority by way of penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising, the date on which any appeal relating to such sum becomes final (within the meaning of section 205(3) of the Act); and
- (C) every director and alternate director shall be entitled to be indemnified out of the assets of the Company against all costs and liabilities incurred by him in relation to any of the Company's activities as trustee of an occupational pension scheme (as defined in section 235(6) of the Act) save that no director or alternate director shall be entitled to be indemnified:
 - (1) for any fine imposed in criminal proceedings which have become final;
 - (2) for any sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature howsoever arising; and
 - (3) for any costs for which he has become liable in defending any criminal proceedings in which he is convicted and such conviction has become final.

16 Insurance

Subject to the Act, the directors may exercise all the powers of the Company to purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer (other than an auditor) or employee of the Company or any associated company of the Company or in which the Company has or had an interest (whether direct or indirect) or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of any such body corporate is or has been interested indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, officer, employee or trustee.