

PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION OF THE SHAREHOLDERS

Of

Breanstar Limited
(the "Company")

(Company Number 1286266)
Circulation Date: 5 MAY 2016

FRIDAY



A16 "A57CWQT6" 20/05/2016 #32
COMPANIES HOUSE

Pursuant to Chapter 2 Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that the resolution numbered 1 is passed as an ordinary resolution, that the resolution numbered 2 is passed as a special resolution, and the written consent numbered 3 is passed in accordance with the requirements of section 630 of the Act (together, the "Resolutions")

ORDINARY RESOLUTION

- 1 **THAT** the redesignation of the Company's entire issued share capital (as set out in the table below) is hereby approved.

Number of Shares to be redesignated	Redesignated Shares
20 ordinary shares of £1 00 each	20 A shares of £1 00 each
10 ordinary shares of £1 00 each	10 B shares of £1 00 each
10 ordinary shares of £1 00 each	10 C shares of £1 00 each
10 ordinary shares of £1 00 each	10 F shares of £1 00 each
20 ordinary shares of £1.00 each	20 H shares of £1 00 each
10 ordinary shares of £1 00 each	10 I shares of £1 00 each
10 ordinary shares of £1 00 each	10 M shares of £1 00 each
10 ordinary shares of £1 00 each	10 O shares of £1 00 each

SPECIAL RESOLUTIONS

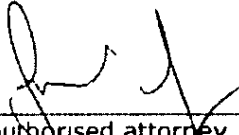
- 2 **THAT** the amended and restated articles of association attached to this resolution and marked "A" be adopted as the new articles of association of the Company, in substitution for, and to the exclusion of, the Company's existing articles of association (the "Existing Articles")
- 3 **THAT** we, being the holders of not less than three quarters in nominal value of the issued ordinary shares of £1 00 each in the capital of the Company (as set out in the Existing Articles) hereby irrevocably consent to and sanction every variation, modification or abrogation of the rights, privileges and restrictions attaching to the

ordinary shares arising as a result of, or in connection with, the passing of resolutions 1 and 2 above

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


We, the undersigned, being the eligible members of the Company on the Circulation Date, irrevocably agree to the Resolutions

Signed by **SARAH BARD** for **Roy Michael Bard** pursuant to a power of attorney dated **11 September 2013**


Duly authorised attorney

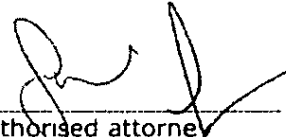
Date **5 MAY 2016**

Signed by **Paul George Milner** for **Harvey Phillip Bard** pursuant to a power of attorney dated **18 August 2015**


Duly authorised attorney


Date **5 MAY 2016**

Signed by **SARAH BARD** for **Rosi Bard** pursuant to a power of attorney dated **11 September 2013**


Duly authorised attorney

Date. **5 MAY 2016**

Executed as a deed by **Paul George Milner** for **Sonia Rita Bard** pursuant to a power of attorney dated **18 August 2015**


Duly authorised attorney

Date. **5 MAY 2016**

The Companies Act 2006

Private company limited by shares

New

Articles of Association

of

Breanstar Limited

(registered number 1286266)

(Adopted by Special Resolution passed on 5 May 2016)

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1 Definitions and Interpretations

1.1 In these Articles, the following terms, if not inconsistent with the subject or context, shall have the following meanings:

"2006 Act" means the Companies Act 2006,

"A Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"A Share Class Matter" means any matter affecting only the A Assets;

"A Shares" means the A ordinary shares of £1.00 each in the capital of the company designated as such;

"Articles" means these Articles of Association as originally adopted or as from time to time altered;

"Assets" means the assets of the Company from time to time;

"B Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"B Share Class Matter" means any matter affecting only the B Assets;

"B Shares" means the B ordinary shares of £1.00 each in the capital of the company designated as such;

"board" means the board of directors of the Company or the directors present at a meeting of the directors at which a quorum is present;

"business day" means any day other than a Saturday or Sunday or public holiday in the United Kingdom;

"C Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"C Share Class Matter" means any matter affecting only the C Assets;

"C Shares" means the C ordinary shares of £1.00 each in the capital of the company designated as such;

"Class Matter" means an A Share Class Matter, a B Share Class Matter, a C Share Class Matter, a D Share Class Matter, an F Share Class Matter, a G Share Class Matter, an H Share Class Matter, an I Share Class Matter, a J Share Class Matter, a K Share Class Matter, an L Share Class Matter, an M Share Class Matter, an N Share Class Matter, an O Share Class Matter, a P Share Class Matter, a Q Share Class Matter and/or an R Share Class Matter (as applicable),

"Company" means Breanstar Limited (registered number 1286266);

"D Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"D Share Class Matter" means any matter affecting only the D Assets;

"D Shares" means the D ordinary shares of £1.00 each in the capital of the company designated as such;

"E Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"E Share Class Matter" means any matter affecting only the E Assets;

"E Shares" means the E ordinary shares of £1.00 each in the capital of the company designated as such;

"F Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"F Share Class Matter" means any matter affecting only the F Assets;

"F Shares" means the F ordinary shares of £1.00 each in the capital of the company designated as such;

"G Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"G Share Class Matter" means any matter affecting only the G Assets;

"G Shares" means the G ordinary shares of £1.00 each in the capital of the company designated as such;

"H Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"H Share Class Matter" means any matter affecting only the H Assets;

"H Shares" means the H ordinary shares of £1.00 each in the capital of the company designated as such;

"I Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"I Share Class Matter" means any matter affecting only the I Assets;

"I Shares" means the I ordinary shares of £1.00 each in the capital of the company designated as such;

"J Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"J Share Class Matter" means any matter affecting only the J Assets,

"J Shares" means the J ordinary shares of £1.00 each in the capital of the company designated as such;

"K Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"K Share Class Matter" means any matter affecting only the K Assets;

"K Shares" means the K ordinary shares of £1.00 each in the capital of the company designated as such;

"L Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"L Share Class Matter" means any matter affecting only the L Assets;

"L Shares" means the ordinary shares of £1.00 each in the capital of the company designated as such;

"M Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"M Share Class Matter" means any matter affecting only the M Assets;

"M Shares" means the M ordinary shares of £1.00 each in the capital of the company designated as such;

"Model Articles" means 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 at the date of the adoption of these Articles,

"N Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"N Share Class Matter" means any matter affecting only the N Assets;

"N Shares" means the N ordinary shares of £1.00 each in the capital of the company designated as such;

"O Assets" means the assets that the shareholders shall agree from time to time to be designated as such;

"O Share Class Matter" means any matter affecting only the O Assets;

"O Shares" means the O ordinary shares of £1.00 each in the capital of the company designated as such;

"Ordinary Shares" means the A Shares, the B Shares, the C Shares, the D Shares, the E Shares, the F Shares, the G Shares, the H Shares, the I Shares, the J Shares, the K Shares, the L Shares, the M Shares, the N Shares, the O Shares, the P Shares, the Q Shares and/or the R Shares;

"P Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"P Share Class Matter" means any matter affecting only the P Assets;

"P Shares" means the P ordinary shares of £1.00 each in the capital of the company designated as such;

"Parent" means a member registered as the holder of not less than 75% of the Company's issued shares;

"Q Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"Q Share Class Matter" means any matter affecting only the Q Assets;

"Q Shares" means the Q ordinary shares of £1.00 each in the capital of the company designated as such;

"R Assets" means the Assets that the shareholders shall agree from time to time to be designated as such;

"R Share Class Matter" means any matter affecting only the R Assets;

"R Shares" means the R ordinary shares of £1.00 each in the capital of the company designated as such,

"Relevant Proportion" means, in relation to a holder of any class of Ordinary Shares, the aggregate number of Ordinary Shares of that class held by that shareholder expressed as a percentage of the total number of Ordinary Shares of that class in issue at that time;

"Relevant Voting Percentage" means the number of classes of Ordinary Shares that the Company has in issue at any given time divided by 100, expressed as a percentage; and

"Statutes" means the 2006 Act and, where the context requires, every other statute or regulations for the time being in force concerning companies and affecting the Company

1.2 **"in writing"** and **"written"** shall include any way of representing or copying words legibly, and documents and Information in electronic form are "in writing" for the purposes of these Articles.

1.3 Words Importing:

1.3.1 the singular shall include the plural and vice versa;

1.3.2 the masculine gender shall include the feminine; and

1.3.3 persons shall include corporations.

1.4 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special resolution is also effective for that purpose.

1.5 Subject to the provisions of this Article and unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Model Articles, subject to which and unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Statutes but excluding any statutory modification thereof not in force when these Articles are adopted.

2 Model articles

2.1 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 at the date of the adoption of these Articles shall, except where they are excluded or varied by or inconsistent with these Articles, apply to the Company.

2.2 Articles 7, 8, 9(1), 10, 11(2) and (3), 12(1) and (3), 13, 14(1), (2), (3) and (4), 17(2), 44(2), 49, 52 and 53 of the Model Articles shall not apply to the Company.

DECISION MAKING BY DIRECTORS

3 Directors to take decisions collectively

3.1 Decisions of the directors may be taken.

3.1.1 at a directors' meeting; or

3.1.2 In the form of a directors' written resolution.

When there is only one director, he may exercise all the powers conferred on directors by these Articles.

4 Calling a directors' meeting

Any director may call a directors' meeting by giving notice of the meeting to the directors or by authorising the company secretary (if any) to give such notice.

5 Participation in a directors' meeting

5.1 Any director (including an alternate director) may, if entitled to participate, participate in a meeting of the directors by telephone, video conference or other audio or audio visual link or any other form of telecommunication provided all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Statutes, he shall be entitled to vote and be counted in the quorum accordingly.

5.2 A meeting held in this manner shall be deemed to be to be validly held and shall be deemed to take place where the largest group of participants is physically assembled, or if there is no such group, where the chairman is physically present. The directors not present at the place where the meeting is deemed to be held shall nevertheless be marked as present for the purposes of any minutes of the meeting.

6 Written resolutions

- 6.1 A resolution in writing signed or approved in writing by each director (or his alternate), who would have been entitled to vote on the resolution at a directors' meeting, shall be as valid and effective as if it had been passed at a meeting of the directors duly convened and held, provided that those directors would have formed a quorum at such meeting.
- 6.2 When signed, the resolution may consist of several documents in like form each signed by one or more of the directors or their alternates, in which event the resolution shall be deemed passed upon notification (by any means) of signature to the registered office or the secretary of the Company.
- 6.3 The company secretary must ensure that the Company keeps a record, in writing, of all directors' written resolutions for at least ten years from the date of their adoption.

7 Quorum for directors' meetings

- 7.1 Subject to Section 175(6) of the 2006 Act, the quorum necessary for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be:
- 7.1.1 one if only one director shall be in office, and he alone (or any alternate director appointed by him) shall constitute the quorum; and
- 7.1.2 two if there shall be more than one director in office.

8 Chairman

- 8.1 The Parent may appoint and remove the chairman of the board by written notice sent to the registered office or secretary of the Company. If and so long as the position of chairman is vacant, the directors may appoint one of themselves to be the chairman.
- 8.2 If the numbers of votes at a Directors' meeting for and against a proposal are equal, the chairman or other director chairing the meeting does not have a casting vote.

9 Transactions or other arrangements with the Company

- 9.1 Subject to the Statutes, a director may be a party to or otherwise be interested in any proposed or existing transaction, arrangement or proposal with the Company or in which the Company is otherwise interested and shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any office or employment or from any transaction, arrangement or proposal or from any interest in any body corporate, and no such transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such profit, remuneration or any other benefit constitute a breach of his duty under section 176 of the 2006 Act.
- 9.2 Subject to the Statutes and provided that he has declared the nature and extent of his interest in accordance with the requirements of Section 177 and/or Section 182 of the 2006 Act, a director who has an interest in any transaction, arrangement or proposal with the Company or in which the Company is interested may count in the

quorum and vote at a meeting of the directors at which such transaction, arrangement or proposal is considered or discussed

10 Directors' conflicts of interest

10.1 The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise, to the fullest extent permitted by law:

10.1.1 any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or may have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties);

10.1.2 a director to accept or continue in any office, employment or position in addition to his office as a director of the Company and, without prejudice to the generality of Article 10.2, may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises,

provided that for this purpose the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

10.2 Where a matter, or office, employment or position has been authorised by the directors in accordance with this Article 10 (and subject to any limits or conditions imposed on such authority) and a conflict of interest arises or may arise, the director shall:

10.2.1 not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company if to make such a disclosure would result in a breach of duty or obligation of confidence owed by him in relation to or in connection with that matter, or that office, employment or position;

10.2.2 be entitled to absent himself from meetings of the directors at which anything relating to that matter, or that office, employment or position, will or may be discussed; and

10.2.3 be entitled to make such arrangements as such director thinks fit not to receive documents or information (including, without limitation, board and committee papers relating to the matter giving rise to the conflict of interest or possible conflict of interest) and/or for such documents or information to be received and read by a professional adviser on behalf of that director,

and in so doing such director shall not be in breach of any general duty he owes to the company pursuant to Sections 171 to 177 inclusive of the 2006 Act.

10.3 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or

position, which has been approved by the directors pursuant to this Article 10 (subject in any such case to any limits or conditions to which approval was subject).

APPOINTMENT AND REMOVAL OF DIRECTORS

11 Number of directors

The minimum number of directors is one and, unless otherwise determined by ordinary resolution, the number of directors is not subject to a maximum. A sole director may exercise all the powers and discretions given to the directors by these Articles.

12 Appointment of directors

12.1 A person may not be appointed a director unless he has attained the age of 16 years.

12.2 A director is not required to hold qualification shares.

12.3 In any case where, as a result of death or bankruptcy, the Company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

13 Alternate directors

13.1 Any director may at any time appoint any other director or any other person approved by the board to be his alternate, and may at any time remove any such alternate and (subject to such approval as aforesaid) appoint another in his place.

13.2 An alternate shall not be entitled to receive any remuneration from the Company, nor to appoint an alternate, nor shall it be necessary for him to acquire or hold any share qualification but he shall be entitled (subject to his giving to the Company an address at which notices may be served on him) to receive notice of meetings at which his appointor is not present, and generally at such meeting to exercise all the powers, rights, duties and authorities of his appointor. A director who is also an alternate shall be entitled, in addition to his own vote, to a separate vote on behalf of his appointor but he shall count as only one for the purpose of determining whether a quorum is present.

13.3 An alternate may be removed from office by a resolution of the board, shall vacate his office on the happening of any event which, if he were a director, would cause him to vacate his office as a director and shall cease to be an alternate if his appointor ceases for any reason to be a director.

13.4 Every person acting as an alternate shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for his appointor. All appointments and removals made in performance of this Article shall be in writing under the hand of the appointor or in any other manner approved by the board and shall be sent to the registered office or the secretary of the Company.

14 Secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

SHARES

15 Share capital

The share capital of the Company is divided into A Shares, B Shares, C Shares, D Shares, E Shares, F Shares, G Shares, H Shares, I Shares, J Shares, K Shares, L Shares, M Shares, N Shares, O Shares, P Shares, Q Shares and R Shares, each of which shall be a separate class of share and shall have the rights and restrictions set out in these Articles. The Company may have any number of these share classes in issue at any one time.

16 Director's authority to allot shares

16.1 Save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

16.2 Subject to the remaining provisions of this Article 0 and to Article 17, the directors are generally and unconditionally authorised, for the purposes of section 551 of the 2006 Act and generally, to exercise any power to the Company to:

16.2.1 offer or allot;

16.2.2 grant rights to subscribe for or to convert any security into; or

16.2.3 otherwise deal in, or dispose of,

any Ordinary Shares to any person, at any time and subject to any terms and conditions as the directors think proper.

16.3 The authority referred to in Article 16.2:

16.3.1 shall be limited to a maximum nominal amount of £100,000,000;

16.3.2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and

16.3.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would, or might, require Ordinary Shares to be allotted after the expiry of such authority (and the directors may allot Ordinary Shares in pursuance of an offer or agreement as if such authority had not expired).

17 Exclusion of statutory pre-emption rights

In accordance with section 567(1) of the 2006 Act, sections 561 and 562 of the 2006 Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the 2006 Act) made by the Company.

SHARE RIGHTS AND RESTRICTIONS

18 Income and dividends

18.1 Any profits that:

18.1.1 derive from the A Assets; and

18.1.2 are available for distribution and which the holders of A Shares may resolve to distribute,

shall be distributed amongst the holders of the A Shares in accordance with their Relevant Proportion.

18.2 Any profits that:

18.2.1 derive from the B Assets; and

18.2.2 are available for distribution and which the holders of B Shares may resolve to distribute,

shall be distributed amongst the holders of the B Shares in accordance with their Relevant Proportion.

18.3 Any profits that:

18.3.1 derive from the C Assets, and

18.3.2 are available for distribution and which the holders of C Shares may resolve to distribute,

shall be distributed amongst the holders of the C Shares in accordance with their Relevant Proportion.

18.4 Any profits that:

18.4.1 derive from the D Assets; and

18.4.2 are available for distribution and which the holders of D Shares may resolve to distribute,

shall be distributed amongst the holders of the D Shares in accordance with their Relevant Proportion.

18.5 Any profits that:

18.5.1 derive from the E Assets; and

18.5.2 are available for distribution and which the holders of E Shares may resolve to distribute,

shall be distributed amongst the holders of the E Shares in accordance with their Relevant Proportion.

18.6 Any profits that:

18.6.1 derive from the F Assets; and

18.6.2 are available for distribution and which the holders of F Shares may resolve to distribute,

shall be distributed amongst the holders of the F Shares in accordance with their Relevant Proportion.

18.7 Any profits that:

18.7.1 derive from the G Assets; and

18.7.2 are available for distribution and which the holders of G Shares may resolve to distribute,

shall be distributed amongst the holders of the G Shares in accordance with their Relevant Proportion.

18.8 Any profits that:

18.8.1 derive from the H Assets; and

18.8.2 are available for distribution and which the holders of H Shares may resolve to distribute,

shall be distributed amongst the holders of the H Shares in accordance with their Relevant Proportion

18.9 Any profits that:

18.9.1 derive from the I Assets; and

18.9.2 are available for distribution and which the holders of I Shares may resolve to distribute,

shall be distributed amongst the holders of the I Shares in accordance with their Relevant Proportion.

18.10 Any profits that:

18.10.1 derive from the J Assets; and

18.10.2 are available for distribution and which the holders of J Shares may resolve to distribute,

shall be distributed amongst the holders of the J Shares in accordance with their Relevant Proportion.

18.11 Any profits that.

18.11.1 derive from the K Assets, and

18.11.2 are available for distribution and which the holders of K Shares may resolve to distribute,

shall be distributed amongst the holders of the K Shares in accordance with their Relevant Proportion.

18.12 Any profits that:

18.12.1 derive from the L Assets; and

18.12.2 are available for distribution and which the holders of L Shares may resolve to distribute,

shall be distributed amongst the holders of the L Shares in accordance with their Relevant Proportion.

18.13 Any profits that:

18.13.1 derive from the M Assets; and

18.13.2 are available for distribution and which the holders of M Shares may resolve to distribute,

shall be distributed amongst the holders of the M Shares in accordance with their Relevant Proportion.

18.14 Any profits that:

18.14 1 derive from the N Assets; and

18.14 2 are available for distribution and which the holders of N Shares may resolve to distribute,

shall be distributed amongst the holders of the N Shares in accordance with their Relevant Proportion.

18.15 Any profits that:

18 15.1 derive from the O Assets; and

18.15.2 are available for distribution and which the holders of O Shares may resolve to distribute,

shall be distributed amongst the holders of the O Shares in accordance with their Relevant Proportion

18.16 Any profits that:

18 16 1 derive from the P Assets, and

18.16.2 are available for distribution and which the holders of P Shares may resolve to distribute,

shall be distributed amongst the holders of the P Shares in accordance with their Relevant Proportion.

18.17 Any profits that.

18.17.1 derive from the Q Assets, and

18.17.2 are available for distribution and which the holders of Q Shares may resolve to distribute,

shall be distributed amongst the holders of the Q Shares in accordance with their Relevant Proportion.

18.18 Any profits that.

18.18.1 derive from the R Assets; and

18.18.2 are available for distribution and which the holders of R Shares may resolve to distribute,

shall be distributed amongst the holders of the R Shares in accordance with their Relevant Proportion.

19 Capital

On a return of capital, on a winding up or otherwise (but not in respect of any redemption, conversion or purchase of Ordinary Shares by the Company), the assets of the Company available for distribution to shareholders shall be applied to their respective shareholdings as the shareholders shall agree from time to time.

20 Voting

20.1 Holders of A Shares shall have:

20.1.1 100% of the votes on A Share Class Matters; and

20.1.2 the Relevant Voting Percentage on any matter that is not a Class Matter.

20.2 Holders of B Shares shall have.

20.2.1 100% of the votes on B Share Class Matters, and

20.2.2 the Relevant Voting Percentage on any matter that is not a Class Matter.

20.3 Holders of C Shares shall have:

20.3.1 100% of the votes on C Share Class Matters; and

20.3.2 the Relevant Voting Percentage on any matter that is not a Class Matter.

20.4 Holders of D Shares shall have:

20.4.1 100% of the votes on D Share Class Matters; and

20.4.2 the Relevant Voting Percentage on any matter that is not a Class Matter.

20.5 Holders of E Shares shall have.

20.5.1 100% of the votes on E Share Class Matters, and

- 20.5 2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.6 Holders of F Shares shall have:
 - 20 6.1 100% of the votes on F Share Class Matters; and
 - 20.6.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.7 Holders of G Shares shall have:
 - 20.7.1 100% of the votes on G Share Class Matters; and
 - 20.7.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.8 Holders of H Shares shall have:
 - 20.8.1 100% of the votes on H Share Class Matters; and
 - 20.8.2 the Relevant Voting Percentage on any matter that is not a Class Matter
- 20.9 Holders of I Shares shall have:
 - 20 9.1 100% of the votes on I Share Class Matters; and
 - 20.9.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20 10 Holders of J Shares shall have:
 - 20.10.1 100% of the votes on J Share Class Matters; and
 - 20.10.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20 11 Holders of K Shares shall have:
 - 20.11.1 100% of the votes on K Share Class Matters; and
 - 20.11.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.12 Holders of L Shares shall have:
 - 20.12 1 100% of the votes on L Share Class Matters; and
 - 20.12.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.13 Holders of M Shares shall have:
 - 20.13.1 100% of the votes on M Share Class Matters; and
 - 20.13 2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.14 Holders of N Shares shall have:
 - 20.14.1 100% of the votes on N Share Class Matters; and
 - 20.14.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.15 Holders of O Shares shall have:

- 20.15.1 100% of the votes on O Share Class Matters; and
- 20.15.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.16 Holders of P Shares shall have:
 - 20.16.1 100% of the votes on P Share Class Matters; and
 - 20.16.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.17 Holders of Q Shares shall have:
 - 20.17.1 100% of the votes on Q Share Class Matters; and
 - 20.17.2 the Relevant Voting Percentage on any matter that is not a Class Matter.
- 20.18 Holders of R Shares shall have:
 - 20.18.1 100% of the votes on R Share Class Matters; and
 - 20.18.2 the Relevant Voting Percentage on any matter that is not a Class Matter.

DECISION MAKING BY SHAREHOLDERS

21 Poll votes

- 21.1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the 2006 Act) present and entitled to vote at the meeting.
- 21.2 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.

22 Proxies

- 22.1 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 the general meeting (or adjourned meeting) to which they relate".
- 22.2 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, unless the directors, in their discretion, accept the notice at any time before the meeting" as a new paragraph at the end of that article.

ADMINISTRATIVE ARRANGEMENTS

23 Means of communication to be used

- 23.1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:
 - 23.1.1 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);

23.1.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

23.1.3 If properly addressed and sent or supplied by electronic means, one hour after the document or information was sent or supplied; and

23.1.4 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 business day.

23.2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the 2006 Act.

24 Single member company

If at any time, and for as long as, the Company has a single member and in the absence of any express provision to the contrary, all provisions of these Articles shall apply with such modification as may be necessary in relation to a company with a single member.

25 Indemnity, loan, insurance

25.1 Subject to Article 25.2 but without prejudice to any indemnity to which a relevant officer is otherwise entitled, a relevant officer may be indemnified out of the Company's assets against:

25.1.1 any liability incurred by that relevant officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company; and/or

25.1.2 any liability incurred by that relevant officer in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Companies Act 2006); and/or

25.1.3 any other liability incurred by that relevant officer as an officer of the Company or an associated company

25.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Statutes or by any other provision of law

25.3 The Company may provide any relevant officer of the Company or its holding company with funds to meet expenditure incurred or to be incurred by such relevant

officer in respect of the matters listed, and on the terms detailed, in section 205 of the 2006 Act.

25.4 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.

25.5 For the purposes of this Article 25:

25.5.1 companies are "associated" if one is a subsidiary of the other or both are subsidiaries of the same body corporate;

25.5.2 "holding company" has the meaning ascribed to it in section 1159 of the 2006 Act;

25.5.3 a "relevant officer" means any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the Company or an associated company; and

25.5.4 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, any associated company or any pension fund or employees' share scheme of the Company or associated company.

Notes

- 1 If you agree to the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods:
 - **By Hand:** delivering the signed copy to Matthew Peters, Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH.
 - **Post:** returning the signed copy by post to Matthew Peters, Stephenson Harwood LLP, 1 Finsbury Circus, London EC2M 7SH.
 - **Email:** by attaching a scanned copy of the signed document to an e-mail and sending it to matthew.peters@shlegal.com.

If you do not agree to the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
- 2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
- 3 Unless, by 28 days after the Circulation Date, sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.
- 4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.