

Company No. 999333

THE COMPANIES ACT 1985  
Company Limited by Shares

SPECIAL RESOLUTIONS

of  
**SCICON ARABIA LIMITED**

(Passed the 28<sup>th</sup> day of April 2000 )

At an Extraordinary General Meeting of the above-named Company duly convened and held on the 28<sup>th</sup> day of April 2000 the following Resolutions were passed as Special Resolutions:-

SPECIAL RESOLUTIONS

1. That the provisions of the Memorandum of Association of the Company with respect to its objects be altered by deleting the whole of Clause 3 and substituting Clause 3 as set out in the form produced to the Meeting and annexed to this resolution; and
2. That the Regulations contained in the document now produced to the Meeting and annexed to this resolution be and they are hereby 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.

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for and on behalf of  
Scicon Limited



Company No 999333

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

MEMORANDUM AND ARTICLES

OF

ASSOCIATION

OF

SCICON ARABIA LIMITED

Hobson Audley  
7 Pilgrim Street  
London EC4V 6LB  
Tel: 020 7450 4500

HA 98833v6

Company No: 999333

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

SCICON ARABIA LIMITED

(As altered by a Special Resolution dated 28 April 2000)

1. The name of the Company is SCICON ARABIA LIMITED<sup>1</sup>
2. The registered office of the Company will be situate in England.
3. The Company's objects are:-
  - (1) To carry on business as a general commercial company; to carry on the businesses of manufacturers, exporters, importers, agents, brokers, general merchants and dealers in goods, commodities and raw materials of every description both wholesale and retail; to carry on the business of carriers, shipping and forwarding agents, warehousemen, storage and store-keepers and also the business of the provision of services of all or any description.
  - (2) To carry on the business of a holding, management and investment company and to develop, improve, hold as an investment and undertake the management of any property of whatsoever nature, or any interest therein as owners, trustees, agents, or otherwise and generally to acquire, deal in, hold, dispose of or turn to account any buildings, estates, lands, plant and equipment, commodities, options, shares, stocks, debentures, bonds, loans, annuities and investments and securities of any description, businesses, policies of insurance, patents and licences and other such property or rights for or on behalf of any company, whether subsidiary or not; to provide company secretarial accounting, and general office services and to act as manufacturers and brokers of and agents for and distributors of goods and services of all kinds, to tender for and to place contracts and investments on behalf of any person, firm or company, to co-ordinate and administer

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<sup>1</sup> The Company was incorporated on 11 January 1971 with the name Scientific Control Systems Middle East Limited. On 3 March 1976 the Company's name was changed by Special Resolution to Scientific Control Systems Overseas Limited. On 6 December 1979 the Company's name was changed by Special Resolution to Scicon Middle East Limited. On 6 December 1979 the Company's name was changed by Special Resolution to Scicon Middle East Limited. On 27 September 1982 the Company's name was changed by Special Resolution to Scicon Arabia Limited.

the policies and trading activities of any companies with which the company may be associated, and generally to act as factors, financiers, concessionaires, capitalists and underwriters and to guarantee and secure the payment of money or performance or fulfilment of contracts and obligations by any company, firm or person and to advance money and lend assets of any description, with or without security, and on such terms and in such manner as may from time to time seem expedient.

- (3) To carry out such operations and to manufacture or deal with such goods and to purchase or otherwise acquire, take options over, construct, lease, hold, manage, maintain, alter, develop, exchange or deal with such property, rights or privileges (including the whole or part of the business, property or liabilities of any other person or company) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (4) To carry on any other trade or business whatsoever which in the opinion of the Board of Directors can be advantageously carried on by the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.
- (5) To enter into such commercial or other transactions in connection with any trade or business of the Company as may seem desirable to the Board of Directors for the purpose of the Company's affairs.
- (6) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, trade marks, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for purposes of or in connection with the Company's businesses or any of them or any branch or department thereof.
- (7) To erect, construct, lay down, enlarge, alter and maintain any shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
- (8) To acquire by purchase, subscription, contract, concession, exchange, tender or otherwise howsoever shares, stock, debentures, debenture stock, loan stock, bonds, notes, obligations and securities of all kinds and descriptions issued or guaranteed by any company, corporation, firm or person constituted or carrying on business of any kind or description in any part of the world and any other real or personal property of any kind or description whatsoever.
- (9) To co-ordinate, finance and manage all or any part of the operations of any company.
- (10) To enter (whether gratuitously or otherwise) into guarantees or indemnities of all kinds.

- (11) To borrow money and raise money and secure or discharge any debt or obligations of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon the undertaking and all or any of the real or heritable and personal or moveable property (present and future) and the uncalled capital for the time being of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description.
- (12) To guarantee support and/or secure either with or without consideration the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, monies or shares or the performance of contracts or engagements of any other company or person and in particular (but without prejudice to the generality of the foregoing) of any company which is, for the time being, the Company's holding company or its subsidiary or another subsidiary of the Company's holding company or otherwise associated with the Company in business and to give indemnities and guarantees of all kinds and by way of security as aforesaid either with or without consideration to mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, to secure any securities of the Company by a Trust Deed or other assurance and to enter into partnership or any joint purse arrangement with any person, persons, firm or company.
- (13) To make loans or advances or extend credit to any person, firm or company with or without security and upon such terms as the Board of Directors may approve and to guarantee the dividends, interest and capital of the shares, stocks or securities of any company of or in which the Company is a member or is otherwise interested.
- (14) To receive money on deposit or loan upon such terms as the Board of Directors may approve and generally to act as bankers for customers and others.
- (15) To apply for, purchase or otherwise acquire and hold any patents, trade marks, brevets d'invention, licences, concessions, copyrights and the like, conferring any right to use or publish any secret or other information and to use, exercise, develop or grant licences in respect of the property, rights and information so acquired.
- (16) To take part in the formation, management, supervision or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants or experts or agents.
- (17) To employ experts to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (18) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall in the opinion of

the Board of Directors be in any manner calculated to advance directly or indirectly the objects or interests of the Company and to acquire, hold, or dispose of shares, stocks, or securities issued by or any other obligations of any such company.

- (19) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable or transferable instruments.
- (20) To invest and deal with the monies of the Company not immediately required for the purposes of the business of the Company in or upon any investments and any manner whatsoever.
- (21) To pay for any property or rights acquired by the Company either in cash or fully or partly paid up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Board of Directors may determine.
- (22) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgages or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as the Board of Directors may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (23) To act as agents, brokers or trustees, and to enter into such arrangements (whether by way of amalgamation, partnership, profit sharing, union of interests, co-operation, joint venture or otherwise) with other persons or companies as may seem to the Board of Directors to advance the interests of the Company and to vest any property of the Company in any person or company on behalf of the Company and with or without any declaration of trust in favour of the Company.
- (24) To apply for, promote and obtain any Act of Parliament, Charter, privilege, concession, licence or authorisation of any government, state or municipality, or any other department or authority, or enter into arrangements with any such body, for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company or for effecting any modification of the constitution of the Company or for any other purpose which may seem to the Board of Directors to be expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the interests of the Company.
- (25) To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any company, firm or person carrying on or

proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of or other interests in any such company, and to guarantee the contracts or liabilities of, subsidise or otherwise assist, any such company.

- (26) To purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit the Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (27) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Board of Directors may think fit.
- (28) To pay or to provide or to make such arrangements for providing such gratuities, pensions, benefits, share option and acquisition schemes, loans and other matters and to establish, support, subsidise and subscribe to any institutions, associations, clubs, schemes, funds or trusts (whether to or for the benefit of present or past directors or employees of the Company or its predecessors in business or of any company which is a subsidiary company of the Company or is allied to or associated with the Company or with any such subsidiary company or to or for or for the benefit of persons who are or were related to or connected with or dependants of any such directors or employees) as may seem to the Board of Directors directly or indirectly to advance the interests of the Company.
- (29) To aid the establishment and support of any schools and any educational, scientific, literary, religious or charitable institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment.
- (30) To contribute to or support any public, general, political, charitable, benevolent or useful object which it may seem to the Board of Directors to be in the interests of the Company or its members to contribute to or support.
- (31) To distribute among the members in specie any property or assets of the Company.
- (32) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.
- (33) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and

either by or through agents, trustees, sub-contractors, or otherwise.

- (34) To do all such other things as may be considered by the Board of Directors of the Company to further the interests of the Company or to be incidental or conducive to the attainment of the above objects or any of them.

It is hereby declared that (a) the objects set forth in each sub-Clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto and (b) the objects of the Company as specified in each of the foregoing paragraphs of this Clause shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraphs or the order in which the same occur and (c) the word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere.

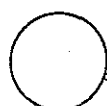
4. The Liability of the Members is Limited.
5. The share capital of the Company is £100 divided into one hundred shares of £1 each.



WE, whose names and addresses are subscribed are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names and Addresses of Subscribers	Number of shares taken by each Subscriber
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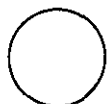
The Common Seal of  
SCIENTIFIC CONTROL SYSTEMS (HOLDINGS) LIMITED  
of 49/57 Berners Street  
London W.1.  
was hereunto affixed:-



MG Kendall,  
es of £1 each  
E Knight, Secretary

Director 99

The Common Seal of  
KENILWORTH OIL COMPANY LIMITED  
of Britannic House, Moor Lane  
London E.C.2  
was hereunto affixed:-



TA Easton, Director  
JE Westbury,

1 share of £1 each  
Secretary

Total shares taken

100

Dated the 5<sup>th</sup> day of January, 1971

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

SCICON ARABIA LIMITED

(As adopted by Special Resolution dated 28 April 2000)

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company save insofar as they are excluded or varied hereby.
2. The regulations of Table A numbered 8, 24, 50, 64 to 69, 73 to 81, and 94 to 98 shall not apply to the Company, and in lieu thereof and in addition to the remaining regulations of Table A (as may be hereby varied), the following shall be the regulations of the Company

PRIVATE COMPANY

3. The Company is a private company within the meaning of the Companies Act 1985 ("the Act")

SHARES

4. All unissued shares (whether forming part of the original or any increased capital) shall, before issue, be offered on identical terms to all the members in proportion as nearly as circumstances permit (fractions being disregarded) to the amount of the existing issued shares of which they are the holders. Any such offer shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being not less than twenty-eight days unless the member to whom the offer is to be made otherwise agrees) within which the offer, if not accepted, shall be deemed to be declined. Subject as aforesaid and to the provisions of Section 80 of the Act, the shares of the Company, whether forming part of the original capital of the Company or subsequently created, shall be under the control of the Directors, who may allot, issue or grant options over or otherwise dispose of such shares and may determine the rights to be attached thereto and the terms upon which they be allotted or issued. In accordance with Section 91 of the Act, sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90 of the Act shall be excluded from applying to the Company

## TRANSFER OF SHARES

5. (1) Any share may be transferred by a member to any spouse or child of such member or to a trust or trusts for the sole benefit of the children of such member and any share of a deceased member may be transferred to such persons or trusts by his personal representatives. Subject as aforesaid no shares in the capital of the Company may be transferred to any person unless and until the rights of pre-emption conferred by this Article shall have been exhausted

(2) Every member who shall wish to dispose of his shares in the capital of the Company ("the Vendor") shall serve the Company with a notice in writing ("the Transfer Notice"). The Transfer Notice shall be in respect of not less than 10% of the shares in the Company held by the Vendor, shall specify the number and class of shares to which it relates, the name of the proposed transferee and shall constitute the Company the agent of the Vendor for the sale of such shares on the terms and conditions set out below and at the price determined in accordance with paragraph (3) of this Article

(3) For the purposes of paragraph (2) above the price at which the shares comprised in the Transfer Notice may be sold ("the Transfer Price") shall be as agreed between the Vendor and the other members or, failing agreement, shall be such price as shall be certified by the Auditors of the Company for the time being to be in their opinion the fair value thereof and for the purpose of ascertaining the fair value thereof the Auditors shall value the shares comprised in the Transfer Notice at such proportion of the total value of the shares in issue as the number of shares comprised in the Transfer Notice bears in relation to the total number of shares in issue due discount being given for minority interest and in so certifying the fair value the Auditors shall be deemed to be acting as experts and not as arbitrators and accordingly the Arbitration Acts 1950 and 1979 and any statutory modification or re-enactment thereof for the time being in force shall not apply. If either the Vendor or any other member of the Company disagrees with the Transfer Price as certified by the Auditors for the time being of the Company the person concerned may within 14 days of being notified of the Transfer Price elect that the Transfer Price shall be certified (on the basis specified above) by an independent firm of Accountants to be nominated (in default of agreement between the Vendor and the other members) by the President for the time being of the Institute of Chartered Accountants in England and Wales. In the event of any difference between the Transfer Price certified by the Auditors for the time being of the Company and such independent Accountants (who shall be deemed to be acting as experts and not as arbitrators) the price certified by the independent Accountants shall prevail and shall be the Transfer Price

(4) Upon the Transfer Price being determined the Vendor may by notice in writing to the Directors within 7 days of being notified of the Transfer Price revoke the Transfer Notice and in such event the costs of the valuation of the shares shall be borne exclusively by the Vendor. Save as aforesaid the Transfer Notice shall not be revocable except with the sanction of the Directors

(5) If after the expiry of the 7 day period referred to in paragraph (4) above the Transfer Notice shall not have been revoked as aforesaid then the Directors shall offer at the Transfer Price any shares comprised in a Transfer Notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their respective holdings of shares in the Company and shall limit the time (being 30 days following the date of such offer) within which such offer if not accepted in whole or in part shall be deemed to be declined, and shall notify to such persons that any such person who desires to purchase shares in excess of his said proportion shall in his reply state how many additional shares he desires to purchase at the Transfer Price, and if all such persons do not accept their said proportions in full, the unaccepted shares shall be used for satisfying the said claims for additional shares. If there shall be insufficient of the said unaccepted shares to satisfy in full all such claims for additional shares, the said unaccepted shares shall be distributed amongst persons making such claims as nearly as may be in proportion to the said respective holdings of shares in the Company, provided that no person shall be bound to take more additional shares than those he shall have offered to purchase

(6) Subject as otherwise provided by the next following paragraph upon the acceptance of all the shares comprised in a Transfer Notice the Vendor shall be bound on payment of the Transfer Price to transfer his shares to the purchaser or purchasers and if the Vendor shall make default in so doing then the Company may receive and give a good discharge in respect of the purchase money on behalf of the Vendor and the Directors shall authorise some person to transfer the shares sold to the purchaser or purchasers and shall enter the name or names of the purchaser or purchasers in the Register of Members as holder or holders by transfer of the shares purchased by him or them and after such entry shall have been made in the Register of Members in the exercise of the aforesaid powers the validity of the transaction shall not be questioned by any person

(7) In the event of the whole of the shares comprised in the Transfer Notice not being accepted under this Article the Vendor shall be under no obligation to sell any of the shares comprised in the Transfer Notice to any members who may have accepted the same pursuant to the foregoing paragraph of this Article and the Vendor may (subject to paragraph (10) of this Article) at any time within six months after the Transfer Notice was given sell such shares to any person at not less than the Transfer Price

(8) In the event of the death of any member, the personal representatives of the deceased member shall be deemed to have served the Company with a Transfer Notice pursuant to paragraph (2) of this Article in respect of all shares registered in the name of the deceased member at the date of his death and not so transferred, and all the provisions of this Article shall have effect accordingly, save that such Transfer Notice shall not be revocable

(9) If any member shall be adjudged bankrupt, his Trustee in Bankruptcy shall be deemed to have served the Company with a Transfer Notice pursuant to paragraph (2) of this Article in respect of all the shares registered in the name of the bankrupt member at the date of such adjudication, and all the provisions of this

Article shall have effect accordingly, save that such Transfer Notice shall not be revocable

(10) Subject to the foregoing provisions of this Article, no transfer of any share in the capital of the Company shall be made or registered without the previous sanction of the Directors, who may in their absolute and uncontrolled discretion, without assigning any reason, refuse to give such sanction

(11) With the consent in writing of all the members for the time being of the Company the provisions of this Article may be waived by the Directors in whole or in part in a particular case

6. The Transferor of a share shall be deemed to remain the holder of the share until the name of the Transferee is entered in the Register in respect thereof

#### LIEN

7. The Company shall have a first and paramount lien on every share, whether fully paid or not, registered in the name of any person, whether as sole or joint holder, indebted to the Company for all moneys due to the Company, whether in respect of that share or not. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to any dividend payable in respect of it. The registration of a transfer of a share shall operate as a waiver of any lien of the Company thereon

#### DIRECTORS

8. (1) Unless and until otherwise determined by ordinary Resolution of the Company the minimum number of Directors excluding alternate directors shall be one and in the event of there being a sole Director, he shall have all the powers and be subject to all the provisions herein conferred on the Directors and he or any alternate Director appointed by him shall alone constitute a quorum of any meeting of the Directors and there shall be no maximum number of Directors

(2) A Director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a Director by reason of his attaining the age of 70 or any other age and Section 293 of the Act shall not apply to the Company

9. (1) The Directors shall have the power to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, subject to any maximum for the time being in force

(2) The Company may by ordinary resolution appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, subject to any maximum for the time being in force

10. Any Director who is appointed to any executive office or who serves on any committee or who otherwise performs services, in the opinion of the Directors, outside the scope of the ordinary duties

of a Director, may be paid such extra remuneration by way of salary, percentage of profits or otherwise as the Directors may from time to time determine

#### POWERS AND DUTIES OF DIRECTOR

11. Subject to making such disclosures and declarations of his interest as are required by Section 317 of the Act, a Director may contract with and participate in the profits of any contract with the Company as if he were not a Director, and may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom. A director may also vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting

12. A Director may hold any other office or place of profit under the Company other than that of auditor or of secretary if he be a sole Director, at such remuneration and upon such terms as the Directors may determine. Any Director may act by himself or his firm in a professional capacity for the Company other than as auditor, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director

#### PROCEEDINGS OF DIRECTORS

13. Subject as provided in Article 8(1) above the quorum necessary for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed shall be two. Meetings of the Directors may be held by telephone and for the purposes of determining whether the quorum necessary for the transaction of the business of the Directors exists at any meeting of the Directors, in addition to the Director of Directors or their alternates present at the Meeting any Director or alternate Director in telephonic communication with such meeting shall be counted in the quorum.

#### MANAGING DIRECTOR

14. The Directors may from time to time appoint one or more of their body to the office of Managing Director for such period and on such terms and at such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as they may think fit, and subject to the terms of any agreement entered into in any particular case, the Directors may at any time revoke such appointment, which shall be automatically determined if the person or persons appointed shall cease for any reason to be a Director

15. The Directors may from time to time entrust to and confer upon a Managing Director or Managing Directors as a Committee all or any of the powers exercisable by the Directors (including the power to make calls, issue, allot or forfeit shares or issue debentures) upon such terms and conditions and with such restrictions as they may think fit and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers

#### DISQUALIFICATION OF DIRECTORS

16. The office of a Director shall be vacated if :

- (i) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (ii) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (iii) he becomes of unsound mind; or
- (iv) he resigns his office by notice in writing to the Company; or
- (v) the Company shall so resolve by an Extraordinary Resolution at an Extraordinary General Meeting

#### ALTERNATE DIRECTORS

17. Each Director shall have the power at any time to appoint to the office of an alternate Director either another Director or any other person approved for that purpose by the other Directors (such approval not to be unreasonably withheld), and may at any time remove from office any alternate Director so appointed by him

18. The appointment of an alternate Director shall automatically determine on any of the following events :

- (i) if his appointor shall determine the appointment;
- (ii) on the happening of any event which, if he were a Director, would cause him to vacate the office of Director;
- (iii) if by writing under his hand he shall resign such appointment; or
- (iv) if his appointor shall cease for any reason to be a Director

19. An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notice of meetings of the Directors and of any Committee of the Directors of which appointor is a member and to attend, to vote and be counted for the purpose of a quorum at any meeting of the Directors at which his appointor is not personally present and generally to perform all the functions of his appointor as a Director in his absence

20. An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director but shall not in respect of such appointment be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director

21. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor

22. Subject to the provisions of this Article, the provision of these Articles and of the Regulations of Table A which apply to the Company relating to Directors shall apply to every alternate Director except that he shall not have power as such alternate Director to appoint any Director or other person as his alternate

23. Every appointment and removal of an alternate Director shall be in writing signed by or on behalf of the appointor and shall take effect (subject to any approval required by Article 17) upon receipt of such written appointment or removal at the registered office of the Company or by the Secretary

24. Whenever a Director is also an alternate Director his rights and powers as such alternate Director shall be additional to and separate from those which he has as Director, and in particular he shall be entitled to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

#### ASSOCIATE DIRECTORS

25. (1) The Directors may from time to time appoint any manager or other officer or person in the employ of the Company or any subsidiary company of the Company to be an Associate Director of the Company. Any Associate Director so appointed may be removed by resolution of the Directors at any time and without the giving of any reason or any notice in that behalf

(2) An Associate Director appointed under this Article shall not be required to hold any shares in the Company to qualify him for such office

(3) An Associate Director shall not while he continues to hold office be taken into account in calculating the number to form a quorum at any meeting of the Directors

(4) The appointment, continuance in office, removal, powers, duties and remuneration of the Associate Director or any of them shall be determined by the Directors

(5) An Associate Director shall not except with and to the extent sanctioned by the Directors:

(i) have any right of access to the books of the Company;

(ii) be entitled to receive notice of or to attend at the meetings of the Directors;

(iii) be entitled to exercise any of the powers, duties or rights of the Directors individually or collectively.



### INDEMNITY

26. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Sections 144, 145 or 727 of the Act, in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act

### OVER-RIDING PROVISION

27. Whenever a shareholder (hereinafter called the "Principal Shareholder") shall be the holder of not less than 90 per cent. of the issued Ordinary Shares of the Company the following provisions shall apply and to the extent of any inconsistency shall have over-riding effect as against all other provisions of these Articles:

- (A) the Principal Shareholder may at any time and from time to time appoint any person to be a Director or remove from office any Director howsoever appointed but so that in the case of a Managing Director his or her removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company;
- (B) no unissued shares shall be issued or agreed to be issued or put under option without the consent of the Principal Shareholder;
- (C) any or all powers of the Directors shall be restricted in such respects and to such extent as the Principal Shareholder may by notice to the Company from time to time prescribe.

Any such appointment, removal, consent or notice shall be in writing served on the Company and signed by the Principal Shareholder or on his behalf by some other person duly authorised for the purpose. No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of the Principal Shareholder has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time actual notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the Directors.