

Company Number: 2564468

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

CARR & DAY & MARTIN LIMITED

(as adopted by Special Resolution passed on 05/03/2020)

TUESDAY



R911EWHS

RM

17/03/2020

#185

COMPANIES HOUSE

CONTENTS

| CLAUSE | | PAGE |
|--------|---|------|
| 1 | PRELIMINARY | 1 |
| 2 | <u>SHARES</u> | 2 |
| 3 | ISSUE OF SHARES | 2 |
| 4 | TRANSFER OF SHARES | 3 |
| 5 | SECURED INSTITUTIONS | 3 |
| 6 | PERMITTED TRANSFERS | 3 |
| 7 | <u>PRE-EMPTION ON TRANSFER</u> | 4 |
| 8 | <u>COMPULSORY TRANSFERS AND TRANSMISSION OF SHARES</u> | 6 |
| 9 | <u>BRING ALONG RIGHT</u> | 6 |
| 10 | <u>TAG ALONG OPTION</u> | 7 |
| 11 | <u>INFORMATION CONCERNING SHAREHOLDINGS AND TRANSFERS</u> | 7 |
| 12 | <u>PROCEEDINGS AT GENERAL MEETINGS</u> | 8 |
| 13 | <u>DIRECTORS</u> | 8 |
| 14 | ALTERNATE DIRECTORS | 9 |
| 15 | <u>INDEMNITY</u> | 10 |

Company Number: 2564468

COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
CARR & DAY & MARTIN LIMITED

1 PRELIMINARY

1.1 The Regulations contained in Table A as prescribed by the regulations made under the Act in force at the date of adoption of these Articles of Association (hereinafter referred to as **"Table A"**) shall apply to the Company insofar as these Articles do not exclude or modify Table A. Any reference herein to any regulation is to that regulation as set out in Table A.

1.2 In these Articles:

"Act"

the Companies Act 1985 including every statutory modification or re-enactment thereof for the time being in force;

"A" Director"

a Director appointed by the "A" Members;

"A Shares"

the A ordinary shares of £1 each in the capital of the Company;

"A" Members"

the holders for the time being of the "A" Shares;

"Auditors"

the auditors for the time being of the Company;

"B" Director"

a Director appointed by the "B" Members;

"B Shares"

the B ordinary shares of £1 each in the capital of the Company;

"B" Members"

the holders for the time being of the "B" Shares;

"Bad Leaver"

an employee, consultant or director of the Company who ceases to hold such office or employment and who does not fall within the definition of a Good Leaver;

"Directors"

the directors for the time being of the Company or a quorum of such directors present at a duly convened meeting of the directors;

"Family Member"

in relation to a Member, any one or more of that person's parent, spouse, sibling or children (including step-children);

"Family Trust"

in relation to a Member, a trust or settlement set up wholly for the benefit of that person and/or that person's Family Members;

“Good Leaver”

an employee, consultant or director of the Company who ceases to hold such office or employment at any time as a result of:

- (i) death, illness (including mental illness) disability and permanent incapacity through ill health;
- (ii) retirement at normal retirement age;
- (iii) wrongful dismissal;
- (iv) dismissal in circumstances where he has been dismissed from employment and such dismissal is found to have been unfair by any industrial tribunal or any appellate body thereof;

“Permitted Transfer”

a transfer of shares pursuant to Article 5;

“Shares”

collectively the “A” Shares and the “B” Shares (for the purposes of these Articles the “A” Shares and the “B” Shares shall be treated as separate classes);

“Members”

collectively the “A” Members and the “B” Members; and

“Third Party Purchaser”

in respect of Articles 8 and 9, an individual or body corporate not being a Member or an “associate” (within the meaning of section 435 Insolvency Act 1985) of a Member; and

“Transfer Notice”

a notice in accordance with Article 6 that a member desires to transfer his Shares.

2 SHARES

- 2.1 At the date of adoption of these Articles the share capital of the Company is £50,000 divided into 6,550 “A” Shares and 43,450 “B” Shares.
- 2.2 In regulation 8 of Table A the words “not being a fully paid Share” shall be omitted. The Company shall have a first and paramount lien on all Shares (whether fully paid or not) standing registered in the name of any person indebted or under liability to the Company (whether he is the sole registered holder thereof or one of two or more joint holders) for all monies presently payable by him or his estate to the Company.
- 2.3 The liability of any member in default in respect of a call shall be increased by the addition of the words “and all expenses that may have been incurred by the Company by reason of such non-payment” at the end of the first sentence of regulation 18.

3 ISSUE OF SHARES

- 3.1 Subject to the provisions of section 80 of the Act, all unissued Shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount.
- 3.2 Section 89(1) and sub-sections (1) to (6) of section 90 of the Act shall not apply to the Company.

4 **TRANSFER OF SHARES**

- 4.1 Subject to Articles 5 and 6, Shares may be transferred by transfer in writing in usual common form or in any other form approved by the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and, when the share is not fully paid, shall also be signed by the transferee.
- 4.2 The Directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of Shares not fully paid or over which the Company has a lien. The Directors may also refuse to register a transfer of Shares, whether fully paid or not, in favour of more than four persons jointly.
- 4.3 The Directors may decline to recognise any instrument of transfer unless the instrument of transfer is duly stamped and is in respect of only one class of Share and is accompanied by the relevant share certificate and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). All instruments of transfer which are registered may be retained by the Company.

5 **SECURED INSTITUTIONS**

- 5.1 Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend registration thereof where such transfer:-
- 5.1.1 is to any bank or institution or any other person to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a **"Secured Institution"**); or
- 5.1.2 is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares; or
- 5.1.3 is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and the directors shall forthwith register any such transfer of shares upon receipt. Furthermore, notwithstanding anything to the contrary contained in these Articles, no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to provide any prior written notice to the Company or to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not.

- 5.2 The Company shall have no lien on any shares which have been charged by way of security to a Secured Institution and the provisions of the Articles relating to liens over shares shall not apply in respect of any such shares.
- 5.3 Any pre-emption rights contained in these Articles shall not apply in relation to any shares which have been charged by way of security to a Secured Institution by any shareholder of the Company from time to time.

6 **PERMITTED TRANSFERS**

- 6.1 Subject to Article 6.2 but notwithstanding the provisions of Article 7 (Pre-emption):
- 6.1.1 any Member may at any time transfer any Share to a Family Member or to the trustees of a Family Trust;
- 6.1.2 any Member who is a trustee of a Family Trust may at any time transfer any Share to:

- (a) the new or remaining trustees of the Family Trust upon any change of trustees; and
 - (b) any persons on their becoming entitled to the same under the terms of the Family Trust.
- 6.2 If any person has acquired Shares as a Family Member of a Member by way of one or more Permitted Transfers and that person ceases to be a Family Member of that Member, that person shall forthwith transfer all the Shares then held by that person back to the Member, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at the Auditor's Price (calculated in accordance with Article 7.4).
- 6.3 In default of compliance with Article 6.2, the Board may appoint some person to execute any necessary instruments of transfer on behalf of and as attorney for the defaulting Member. After the name of the relevant purchaser has been entered in the register of members in purported exercise of the powers contained in this Article 6.3 the validity of the proceedings shall not be called into question.
- 7 **PRE-EMPTION ON TRANSFER**
- 7.1 Subject to the provisions of Article 6, the right to transfer Shares or any interest in Shares shall be subject to the following restrictions and provisions. References in this Article 7 to shares or Sale Shares shall include any interest in and grant of contractual rights or options over or in respect of such Shares.
- 7.2 Any Member (the **"Proposing Transferor"**) proposing to transfer any Shares (the **"Sale Shares"**) other than on the death of the Proposing Transferor, shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company (a **"Transfer Notice"**) that he desires to transfer the Sale Shares and specifying the price at which he is prepared to sell the Sale Shares in accordance with the following provisions of this Article 7 (the **"Proposed Price"**). The Transfer Notice shall constitute the Company his agent for the sale of the Sale Shares (together with all rights then attached thereto) during the Prescribed Period (as defined in Article 7.6) to any Members on the basis set out in the following provisions of this Article 7 and shall not be revocable except with the consent of the Directors.
- 7.3 The Sale Shares shall be offered for purchase in accordance with this Article 7 at a price per Sale Share (the **"Sale Price"**) as agreed between the Proposing Transferor and the Directors or, in default of such agreement within 21 days after the date of service of the Transfer Notice (the **"Notice Date"**), the lower of:
 - 7.3.1 the Proposed Price; and
 - 7.3.2 the price per Sale Share (the **"Auditors' Price"**) as determined by the Auditors in accordance with Article 7.4.
- 7.4 If the Sale Price shall not have been agreed between the Proposing Transferor and the Directors within the time limit prescribed in Article 7.3, then immediately following the expiry of such period the Directors shall refer the matter to the Auditors and the Auditors shall determine and certify the sum per share considered by them to be the fair value thereof as at the Notice Date. In so determining and certifying the Auditor shall not take into account the proportion of the relevant class of shares which the Sale Shares represent. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and (in the absence of fraud) they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.
- 7.5 The Company shall offer the Sale Shares for purchase at the Sale Price by a written Offer Notice (the **"Offer Notice"**) given within 21 days after the Sale Price is agreed or determined under Article 7.3 to the persons (other than the Proposing Transferor) who, on the Notice Date,

were the registered holders of Shares in the Company of the same class as the Sale Shares on terms that, in case of competition, the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of Shares of the same class as the Sale Shares] (and the shareholding of the Proposing Transferor shall be ignored for the purpose of calculating this proportion). Any Shares which are not accepted pursuant to the offer contained in the Offer Notice will be offered by the Company by a further written notice (the **"Further Notice"**) given within 21 days of the date of the Offer Notice to those Members who accepted Shares pursuant to the offer contained in the Offer Notice, such second offer to be in proportion to their holdings of Shares as increased by their acceptance of the offer contained in the Offer Notice (again, for the purpose of calculating the relevant proportion, ignoring the Proposing Transferor's shareholding and also ignoring the shareholdings of any Members who did not accept the offer contained in the Offer Notice pursuant to this Article 7.5).

- 7.6 The period during which a relevant Member may accept the offer contained in the Offer Notice shall commence on the date of the Offer Notice and terminate 14 days thereafter. The period during which a relevant Member may accept the offer contained in the Further Notice shall commence on the date of Further Notice and terminate **14** days thereafter. The aggregate of the periods referred to in this Article 7.6 shall be referred to in total as the **"Prescribed Period"**.
- 7.7 Any shares not accepted by the class members pursuant to Article 7.5 by the end of the last day of the Prescribed Period shall be offered by the Company to the persons who at the Notice Date are the registered holders of shares in the Company of a different class to the Sale Shares for purchase at the Sale Price on the same terms as set out in Article 7.5 and the period during which the offer made by the Company under this Article 7.7 may be accepted by a relevant Member (the **'further Period'**) shall be a further period of 21 days commencing on the day after the day on which the Prescribed Period under Article 7.6 terminates and ending 21 days thereafter.
- 7.8 Any shares not accepted by any of the members pursuant to the foregoing provisions of these Articles by the end of the last day of the Further Period may be offered by the Proposing Transferor to such persons as he may think fit for purchase at the Sale Price for a period of three months commencing on the day after the day on which the Further Period terminates.
- 7.9 After the expiry of the Prescribed Period or, if relevant, the Further Period, the Directors shall allocate the Sale Shares in accordance with the acceptances received on the basis set out in Article 7.5. The Directors shall within 7 days of the expiry of the Prescribed Period or, if relevant, the Further Period, give notice in writing (the **"Sale Notice"**) to the Proposing Transferor and to each accepting Member (each a **"Purchaser"**) specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the aggregate price payable for them.
- 7.10 Where the Sale Shares (or any part of which) are "A" Shares which are transferred pursuant to the foregoing provisions to a person who is not an "A" Member (the **"Relevant Shares"**), the Relevant Shares shall automatically be re-designated upon completion of the transfer as **"B"** Shares. Where the Sale Shares are **"B"** Shares which are being transferred to an "A" Member, they shall automatically be re-designated upon completion of the transfer as "A" Shares.
- 7.11 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice (being not less than 3 days nor more than ten days after the date of the Sale Notice) when the Proposing Transferor, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, shall transfer those Sale Shares and deliver the relevant share certificates to that Purchaser.
- 7.12 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder(s) of such shares. The receipt of the Company for the purchase money shall constitute a good discharge

to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.

8 COMPULSORY TRANSFERS AND TRANSMISSION OF SHARES

- 8.1 In case of the death of an "A" Member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the "A" Shares. Any such person entitled to the "A" Shares may, upon such evidence being produced as made from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the "A" Shares or to have some person nominated by him registered as the transferee thereof. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered, he shall testify his election by executing to that person a transfer of the share.
- 8.2 A person entitled to a "B" Share in consequence of the death or bankruptcy of a "B" Member shall be bound at any time, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such Share.
- 8.3 In the case of a "B" Member who is also an employee, consultant or director of the Company ceasing to hold such office at any time then, within 12 months after such cessation, the Directors may serve notice on such "B" Member requiring such "B" Member to give a Transfer Notice ("**the Compulsory Transfer Notice**") in respect of all of the "B" Shares held by him and the provisions of Articles 7.2 to 7.12 shall apply to the transfer of those "B" Shares .
- 8.4 If the Compulsory Transfer Notice is served by the Directors in accordance with Article 8.3 and the relevant "B" Member is not a Bad Leaver then the price per share at which the "B" Shares held by that "B" Member will be offered for sale pursuant to these Articles will be fair value as determined by the Auditors in accordance with Article 7.4 and the "Sale Price" will be construed accordingly in these Articles.
- 8.5 If the Compulsory Transfer Notice is served by the Directors in accordance with Article 8.3 and the relevant "B" Member is a Bad Leaver then the price per Share at which the "B" Shares held by that "B" Member will be offered for sale pursuant to these Articles will be the lower of (i) the price per Share at which the "B" Shares were acquired by that "B" Member or (ii) fair value as determined by the Auditors in accordance with Article 7.4 and the "Sale Price" will be construed accordingly in these Articles.

9 BRING ALONG RIGHT

- 9.1 Subject to Article 9.2, if the holders of not less than 65% of the Shares (the "**Selling Members**") shall receive an offer from a Third Party Purchaser which they intend to accept to acquire all the Shares held by the Selling Members, the Selling Members shall have the option (the "**Bring Along Option**") to require all the other Members (the "**Remaining Members**") to transfer all their Shares (the "**Remaining Shares**") to the third party purchaser or as the third party purchaser shall direct in accordance with this Article 9 and, for the avoidance of doubt, the provisions of Article 7 shall not apply to such proposed sale or transfer.
- 9.2 The Selling Members shall exercise the Bring Along Option by giving notice to that effect (a "**Bring Along Notice**") to the Remaining Members at any time before the transfer of the Selling Members' Shares to the third party purchaser. A Bring Along Notice shall specify that the Remaining Members are required to transfer all their Remaining Shares pursuant to this Article 9 to the third party purchaser, the price at which the Remaining Shares are to be transferred (being not less than the price per Share payable by the Third Party Purchaser in respect of the Shares held by the Selling Members) and the proposed date of transfer. A Bring Along Notice

shall be irrevocable unless the third party purchaser refuses to acquire the Remaining Shares on the terms of this Article 9.

- 9.3 The Remaining Members shall be obliged to sell the Remaining Shares at the price specified in the Bring Along Notice and completion of this sale and purchase shall take place on receipt of the consideration payable for the relevant Shares and on the same date as the date proposed for completion of the sale of the Selling Members' Shares, unless:

9.3.1 all the Remaining Members and the Selling Members agree otherwise; or

9.3.2 the date is less than 14 days after the Bring Along Notice, in which case completion shall take place on the 14th day after the Bring Along Notice.

- 9.4 Each of the Remaining Members shall, on service of the Bring Along Notice, be deemed to have appointed each of the Selling Members severally as his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Remaining Shares to the Third Party Purchaser pursuant to this Article 9.

10 **TAG ALONG OPTION**

- 10.1 No sale or transfer or other disposition of more than 50% of the Shares (the "**Specified Shares**") to a Third Party Purchaser shall have any effect unless before the transfer is lodged for registration the third party purchaser acquiring the Specified Shares has made a bona fide offer (a "**Tag Along Offer**") in accordance with these Articles to purchase from the other Members such number of the Shares which are not Specified Shares (the "**Uncommitted Shares**") as represents the same proportion of the Uncommitted Shares as the number of Specified Shares represents to the total number of issued and allotted Shares other than the Uncommitted Shares (that proportion of the Uncommitted Shares being referred to in this Article 10 as the "**Tag Along Shares**").

- 10.2 A Tag Along Offer shall be in writing, shall specify the price at which the Tag Along Shares may be transferred (being the price payable by the third party purchaser in respect of each of the Specified Shares), shall be open for acceptance for at least 21 days and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance. The consideration payable pursuant to a Tag Along Offer shall be settled in full on completion of the sale and purchase of the Tag Along and within 30 days of the date of the offer.

- 10.3 Following the acceptance of a Tag Along Offer by a holder of any Tag Along Shares, that Member shall be obliged to sell the Tag Along Shares held by it to the third party purchaser at the price specified in the Tag Along Offer and completion of this sale and purchase shall take place on the same date as the date of completion of the sale of the Specified Shares.

- 10.4 Each holder of Tag Along Shares who accepts a Tag Along Offer shall be deemed to have appointed each holder of Specified Shares severally as his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Tag Along Shares held by such Member to the third party purchaser pursuant to this Article 10.

11 **INFORMATION CONCERNING SHAREHOLDINGS AND TRANSFERS**

- 11.1 For the purpose of ensuring that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder, or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowances, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in the transfer lodged for registration to furnish to the Company such information or evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such requirement

being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 6 in respect of the Shares concerned.

- 11.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any Shares and such Transfer Notice is not duly given within a period of one month or such longer period as the Directors may allow for the purpose, such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the forgoing provisions of these Articles shall take effect accordingly.
- 11.3 From (and including) the date on which the Directors have duly required a Transfer Notice(s), all holders of Shares subject to such Transfer Notice(s) shall not transfer or encumber any of their Shares or any interest in their Shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

12 PROCEEDINGS AT GENERAL MEETINGS

- 12.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. One "A" Member and one "B" Member present in person or by proxy shall be a quorum for all purposes. A corporation being a member shall be deemed to be personally present if represented in accordance with the provisions of section 375 of the Act.
- 12.2 A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.
- 12.3 A resolution in writing executed or approved by facsimile by or on behalf of the holders of all the issued Shares shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation, the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be modified accordingly.
- 12.4 Regulation 41 shall be amended by the addition of the following words at the end of that regulation:
- "if within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".
- 12.5 The Chairman at any general meeting who shall be chosen by the "A" Members shall be entitled to a second or casting vote.

13 DIRECTORS

- 13.1 The "A" Members shall have the right to appoint and maintain in office two "A" Directors and to remove and replace any "A" Director nominated by them. Unless otherwise agreed in writing by the members, any such removal or appointment shall take effect on the lodgement of a notice in writing, signed by or on behalf of all the "A" Members, to the secretary of the Company at its registered office or at a meeting of the Directors.
- 13.2 The "B" Members shall have the right to appoint and maintain in office two "B" Director and to remove and replace any "B" Director nominated by them. Unless otherwise agreed in writing by the members, any such removal or appointment shall take effect on the lodgement of a notice in writing, signed by or on behalf of all the "B" Members, to the secretary of the Company at its registered office or at a meeting of the Directors.
- 13.3 Unless and until determined otherwise by general meeting of the Company the minimum number of directors shall be one and the maximum number of Directors shall be four. Whenever

the number of Directors shall be one, the sole Director may exercise all the powers and authorities vested in the Directors by Table A and by these Articles. Regulation 89 in Table A shall be modified accordingly.

- 13.4 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 of Table A shall not apply and Regulations 76, 77, 78 and 80 of Table A shall be modified accordingly.
- 13.5 Without prejudice to the first sentence of Regulation 89 of Table A, a meeting of the Directors or of a committee of the Directors may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly. Any such meeting shall be deemed to take place at the location of the Chairman or, if a Chairman has not been appointed, the location where the majority of Directors are present.
- 13.6 A resolution in writing signed (or approved by telefax) by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 of Table A shall not apply.
- 13.7 A director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, provided that he has disclosed to the Directors the nature and extent of any material interest or duty. Regulation 94 of Table A shall be modified accordingly.
- 13.8 Regulation 89 of Table A shall not apply to the Company. The quorum for all meetings of the Directors shall be one "A" Director and one "B" Director present either in person or by a duly appointed alternate.
- 13.9 The chairman of the Board shall be chosen by the "A" Members and shall at all times be an "A" Director who shall be entitled to a second and casting vote.
- 13.10 On a resolution for the removal of an "A" Director (the "**Particular Director**") 100 votes shall attach to every share whereby the holder thereof voted for the appointment of the Particular Director and subject to the terms of appointment and to any contract between the Particular Director and the Company, the Particular Director may demand a poll on any resolution for his removal thereof from office and for the alteration of this article 13.10, and the Particular Director shall have, but not in addition to any weighted voting rights that may have been conferred thereon as aforesaid, one hundred votes for every "A" Share (if any) registered in the name of the Particular Director on any such resolution as aforesaid, and subject hereto Regulations 46 and 54 are adopted.

14 ALTERNATE DIRECTORS

- 14.1 Any Director (other than an alternate Director) may at any time by writing under his hand and served on the Company at its registered office, or delivered at a meeting of the Directors, appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. The same person may be appointed as the alternate Director of more than one Director.
- 14.2 An alternate Director shall be entitled:-
- 14.2.1 to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, save that it shall not be necessary to

give notice of such meeting to an alternate Director who is absent from the United Kingdom;

14.2.2 to attend, be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present; and

14.2.3 generally at such meeting to perform all the functions of his appointor as a Director in his absence.

If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director, then his voting rights shall be cumulative.

14.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

14.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

14.5 An alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him, except in relation to matters in which he acted (or failed to act) on the direction or at the request of his appointor.

14.6 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such an alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director.

14.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

14.8 Regulations 65 to 69 of Table A shall not apply to the Company.

15 **INDEMNITY**

15.1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, auditor, secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 of Table A shall not apply.

15.2 The Company may purchase and maintain for any Director, secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.