

ARTICLES OF ASSOCIATION
of
BEWLEY RECRUITMENT LIMITED
REGISTERED COMPANY NUMBER:
02877252

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THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION

of

BEWLEY RECRUITMENT LIMITED
(Adopted by written special resolution dated 3rd July 1997)

1 The regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) Amendment Regulations 1985) ("Table A"), shall, except where the same are excluded or varied by or inconsistent with these Articles of Association, apply to the Company to the exclusion of all other regulations or articles of association

2 Words and phrases defined in Regulation 1 of Table A shall, unless the context otherwise requires, have the same meanings in these Articles of Association and the Interpretation Act 1978 shall apply to these Articles of Association

FURTHER ISSUES OF SHARES

3 Subject to any direction to the contrary that may be given by the Company by Ordinary Resolution all shares to be allotted shall be offered to the Members, each such Member being offered a proportion equal, as nearly as may be, to the proportion which the existing shares held by such Member bears to the total number of shares in issue (in both cases immediately prior to the allotment of such new shares) and such offer shall be made by notice in writing specifying the total number of shares proposed to be issued, the number of shares to which the Member is entitled and the price at which the same are to be issued and limiting a time (being not less than 21 days) within which the offer if not accepted will be deemed to have been declined Any Member desiring to subscribe for a number of the shares in excess of his proportion may on accepting the offer state how many of the shares in excess of his proportion he desires to subscribe for and if all the Members do not claim all the shares to which they are entitled then the unclaimed shares shall be apportioned and allotted to the Members desiring to subscribe for the excess thereof, each such Member being allotted a proportion equal, as nearly as may be, to the proportion which the existing shares held by such Member bears to the total number of existing shares held by all Members who indicate a desire to take up additional shares provided that no Member shall be required to take more shares than he has applied for After the expiry of such time or upon the receipt of an intimation from each Member to whom such notice is given that he declines to accept the shares offered, the Directors may, subject to these Articles, allot or otherwise dispose of the same to such persons and upon such terms (being no less favourable to the Company than those offered to the Members) as they think most beneficial to the Company The

Directors may, in like manner, dispose of such shares as aforesaid which by reason of the proportion borne by them to the number of Members entitled to any such offer as aforesaid or by reason of any other difficulty in appertaining the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided Section 89(1) and Section 90(1) to (6) (inclusive) of the Act shall not apply to the allotment by the Company of any equity security as defined by Section 94 of the Act.

4 The Directors are by this Article authorised to exercise all the powers of the Company to allot all relevant securities (within the meaning of Section 80 of the Act) Such authority shall be unconditional and for the exercise of such power generally. The maximum amount of relevant securities that may be the subject of allotment (within the meaning of the said Section 80) under this authority shall be the amount by which the nominal amount of the authorised share capital of the Company exceeded the issued share capital at the date of adoption of these Articles of Association The nominal amount of the relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise)

TRANSFER AND TRANSMISSION OF SHARES

- 5 1 Subject to Articles 6 to 8 (inclusive) any Member may transfer all or any of his shares whether or not there may be any uncalled liability thereon by an instrument of transfer in any usual form or in any other form which the Directors may approve Such instrument shall be signed by or on behalf of the transferor and signature by or on behalf of the transferee shall not be required and on registration of the transfer the transferee shall be deemed to have consented to the assumption of liability on his part for the payment of any sum not paid up on such share or shares Regulation 23 of Table A shall not apply
- 5 2 If, in relation to a transfer of any share, the transferor thereof is a party to any written agreement (being an agreement additional to these Articles) between the Company and some or all of the Members (in that capacity) then the Directors shall require the transferee of such share to enter into a written undertaking to be bound (to such extent as the Directors may reasonably stipulate) by the provisions of such agreement and shall decline to register the transfer of such share unless and until the transferee has entered into such written undertaking
- 6 1 The Directors shall refuse to register any transfer or transmission of shares made in contravention of the provisions of Articles 7 to 8 but shall not be entitled to refuse to register any transfer or transmission (as the case may be) of shares made under Article 6 2 or any transfer or transmission (as the case may be) of shares to which the consent in writing of all the Members for the time being is given
- 6 2 The Directors shall register the transfer or transmission (as the case may be) of any shares by either or both of John Bewley or Sandra Joan Bewley (or his or her legal

personal representatives),

7.1 Every Member (other than John Bewley or Sandra Joan Bewley) who desires to transfer any share or shares ("the Vendor") shall give notice in writing of such desire ("a Transfer Notice") to the Company. Subject as set out below a Transfer Notice shall constitute the Company as the Vendor's agent for the sale of the share or shares specified in the Transfer Notice ("the Sale Shares") in one or more lots at the discretion of the Directors in accordance with this Article 7 at a price determined as follows

- (i) if (a) within 2 years of becoming a member the Member has served a Transfer Notice or (b) at any time the Member has served a notice by reason of article 7.8 or is deemed to have served a Transfer Notice pursuant to article 7.8 then the purchase price shall be the nominal value of the shares, or
- (ii) if (i) does not apply then at a price to be agreed upon by the Vendor and the Directors or in default of such agreement within 14 days of the date of the Transfer Notice at the price at which the auditors of the Company (from time to time) ("the Expert") (acting as an expert and not as an arbitrator) shall at the request of either the Directors or the Vendor by writing under his hand certify to be in his opinion a fair value thereof as between a willing seller and a willing buyer discount being ascribed to the Sale Shares by virtue of the fact that they represent a minority interest (as the case may be) and that their transferability is restricted by the provisions of these Articles and taking into account where applicable the impact that the loss of the Member issuing the Transfer Notice will have on the value of the Company

The purchase price calculated in accordance with (i) or (ii) above (whichever is applicable) shall be the Fair Value

7.2 If the Expert is asked to certify the Fair Value then the Vendor and the Directors shall be entitled to make written representations to the Expert within 14 days from the date of his appointment and the Company shall forthwith provide the Expert with such financial and other information as the Expert may reasonably require and allow the Expert access to the books of account and other records of the Company as he may reasonably require for the purposes of determining the Fair Value. His certificate shall be delivered to the Company and as soon as the Company receives the certificate the Directors shall furnish a certified copy thereof to the Vendor and the Vendor shall (save in the case of an irrecoverable Transfer Notice) be entitled, by notice in writing to the Company to be given within 10 days of the service upon him of the certified copy of the certificate, to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne as determined by the Expert but in default of any determination by the Company

7.3 Upon the Fair Value being fixed as aforesaid the Company shall forthwith, or on expiry of the 10 day period during which the Vendor can cancel the Company's authority to sell the Sale Shares (if applicable), offer the Sale Shares to all Members (other than the Vendor), each such Member being offered a proportion equal, as

nearly as may be, to the proportion which the existing number of shares held by such Member bears to the total number of shares held by all such Members (in both cases as at the date of the Transfer Notice) and such offer shall be made by notice in writing specifying the number and price (being the Fair Value) of such Sale Shares, to which the Member is entitled. Such notice shall invite the Member to state in writing within 21 days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and, if so, the maximum number thereof which he is willing to purchase. If at the expiration of the said period of 21 days there are any Sale Shares offered which any of the Members have not so stated their willingness to purchase, the Company shall offer such remaining Sale Shares to such Members as have stated in writing their willingness to purchase all the Sale Shares previously offered to them. Such offer shall be made by notice in writing specifying the number of Sale Shares remaining and the price calculated in accordance with 7.1 above of such Sale Shares and details of nominations if any made pursuant to Article 7.4 and shall invite the Member to state in writing within 14 days from the date of such notice whether he is willing to purchase any of the remaining Sale Shares so offered to him and, if so, the maximum number thereof which he is willing to purchase. In the event of competition such remaining Sale Shares as are applied for shall be allocated to the Members expressing a wish to purchase them, each such Member being offered a proportion equal, as nearly as may be, to the proportion which the existing number of shares held by such Member bears to the total number of shares held by all of the Members expressing a wish to purchase the remaining Sale Shares (in both cases as at the date of the Transfer Notice) provided that no Member shall be required to take more Sale Shares than he has applied for.

- 7.4 If the Company shall not have found Members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article 7 and, if (within 21 days of the date upon which the first offer to Members is made pursuant to Article 7.3) Members holding more than 50% in nominal value of the shares of the Company for the time being in issue conferring the right to attend and vote at general meetings of the Company (excluding for this purpose all the Sale Shares) shall by written notice to the Company nominate any persons to whom any remaining Sale Shares should be offered, then the Company shall forthwith offer the remaining Sale Shares to such persons in the proportions or as otherwise directed by the notice from such Members. Each such offer shall be made by notice in writing specifying the number and price (being the Fair Value) of the Sale Shares being offered and shall invite the person to state in writing within 7 days from the date of such notice whether he is willing to accept the offer to purchase any of the Sale Shares so offered to him and, if so, the maximum number therefore which he is willing to purchase.
- 7.5 If the Company shall not have found Members of the Company or other persons nominated pursuant to paragraph 7.4 willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article 7 then subject always to Sections 162 to 181 (inclusive) of the Act the Company shall have power and may at its discretion purchase all or any of the remaining Sale Shares at the Fair Value. Subject as aforesaid any such purchase by the Company may be financed out of distributable profits and/or the proceeds of a fresh issue of shares and/or by way of a payment out of capital. The Company shall serve a notice on the Vendor within 14 days of the

expiry date of the final offer by the Company to its Members or the persons (if any) nominated under the foregoing provisions of this Article 7 stating whether or not the Company intends to purchase any of the remaining Sale Shares and, if so, how many. If the Company has not served such notice by the end of the period stipulated the Company shall be deemed to have served a notice declining to purchase any of the remaining Sale Shares, if the Company serves a notice stating an intention to purchase some or all of the remaining Sale Shares but subsequently either -

7 5 1 the Company fails to procure the posting of a notice of Extraordinary General Meeting within 28 days of the date of the notice served on the Vendor by the Company convening a meeting within 56 days of such date to consider and, if thought fit, to pass a resolution to authorise the purchase of its own shares and, if appropriate, a resolution to approve a payment out of capital as required by the Act, or

7 5 2 the Company fails to complete the purchase within 7 days of the relevant date which, for the purposes of this Article 7 5 2, means, in the case of a purchase financed out of distributable profits or out of the proceeds of a fresh issue of shares, the date on which the resolution to authorise the purchase by the Company is passed as a Special Resolution in accordance with the provisions of Section 164 of the Act and, in the case of a purchase of own shares financed in whole or in part out of capital the date being 5 weeks after the date upon which the resolution to approve the payment out of capital is passed as a Special Resolution in accordance with the provisions of Section 173(2) of the Act, or

7 5,3 the special resolution to authorise the purchase and/or to approve the payment out of capital is not passed, or

7 5 4 application is made pursuant to Section 176 of the Act for cancellation of the resolution to approve the payment out of capital, or

7 5 5 the Company is otherwise unable to purchase the said shares,

then the Company shall be under no further obligation to purchase any of the remaining Sale Shares

7 6 If the Company shall not have found persons (including itself) who express a willingness to purchase all or some of the Sale Shares pursuant to the above provisions of this Article 7 the member shall not be entitled to transfer any of the Sale Shares remaining unpurchased but shall after six months from completion of the procedure set out above be entitled to serve a further Transfer Notice in accordance with 7 1 above

7 7 If the Company shall pursuant to the above provisions of this Article 7 find persons (including itself) who express a willingness to purchase all the Sale Shares then the Vendor shall be bound upon receipt of the Fair Value to transfer such of the Sale Shares for which the Company shall have found purchasers to such purchasers and

if the Vendor shall make default in so doing the Company shall if so required by such purchasers receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall where appropriate enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid

- 7 8 Unless the Company by Special Resolution shall otherwise determine, if any Member who is an employee of the Company or any of its subsidiaries ceases to be so employed he shall be obliged within one month of his having ceased to be so employed to serve a Transfer Notice in respect of all shares in the Company held by him to which this Article 7 shall then apply if any such Member referred to above has not so served a Transfer Notice by the end of the period stipulated he shall be deemed forthwith to have served a Transfer Notice in respect of all such shares as are mentioned above and the provisions of this Article 7 shall apply accordingly. A Transfer Notice served or deemed served pursuant to this Article 7 8 shall not be revocable in any circumstances whatsoever
- 7 9 The various time periods contained in this Article 7 for offer to and acceptance by any of the Members or persons nominated in accordance with Article 7 4 of any of the Sale Shares shall be deemed to have expired notwithstanding that the requisite number of days has not elapsed on receipt by the Company of responses from each person to whom the Sale Shares have been offered at any particular stage in the process described in this Article 7
- 7 10 If the Company shall receive no response from a person to whom an offer is made in accordance with this Article 7 within the prescribed period for acceptance then such person shall be deemed to have rejected the offer made to him
- 7 11 The Directors may in their absolute discretion decline to register any transfer of any share, whether or not it is a fully paid share and whether or not the provisions of this Article 7 have been complied with, if they are of the opinion that membership of the Company by the proposed transferee would not be in the best commercial interest of the Company
- 8 In the event of the death, bankruptcy or insanity of any Member unless all the other Members and the personal representatives, trustee in bankruptcy or guardian of such Member otherwise agree in writing the personal representatives, trustee in bankruptcy or guardian of such Member shall within 1 month of such Member's death, bankruptcy or insanity serve a Transfer Notice pursuant to Article 7 in respect of all shares registered in the name or beneficially owned by the Member at the date of his death, bankruptcy or insanity and in the event of them failing to do so they shall be deemed to have served a Transfer Notice on that date and any Director of the Company is duly appointed as their Attorney to execute such transfer and other documents and take such steps as shall be necessary to transfer such shares in accordance with Article 7 For the purposes of this Article 8 "insanity" shall mean the detention of a Member under the provisions of the Mental Health Act 1983 other than pursuant to Section 2 thereof and the date of insanity shall be the date from which such detention takes effect (for the purposes of this article Member shall not include John Bewley

or Sandra Joan Bewley)

LIMITATION ON TRANSFER OF CONTROL

9 1 Notwithstanding anything contained in these Articles other than Article 9.2 no sale or transfer of any share or shares ("the Specified Shares") conferring the right to vote at general meetings of the Company shall, if intended to be made to a person (which shall include a person Associated with such person) who was not a Member of the Company on the day following the date of adoption of these Articles (or not being a permitted transferee of a Member of the Company under the provisions of Article 6 2 above) and which would if made and registered result in such person (including as aforesaid) obtaining a Controlling Interest in the Company be made before the transfer is lodged for registration, unless

9 1 1 the Specified Shares have first been offered at the Offer Price to the Members of the Company in accordance with the provisions of Article 7 (but excluding for this purpose Articles 7 4 and 7 5); and

9 1 2 the proposed transferee or transferees or his or their nominees has or have offered to purchase all of the shares then in issue at the Offer Price

9 2 If, at any time after the date of adoption of these articles, any person not being a person Associated with any Member for the time being of the Company ("the Buyer") makes a general offer to acquire all the shares in the Company (whether or not subject to conditions) ("the General Offer") at a price not less than the Relevant Price (as defined below), all the Members at the time of such offer shall, upon written request by the Majority Holders (as defined below) execute such documents and take such steps as shall be necessary to transfer all the shares held by them to the Buyer or his nominee and if any such holder shall make default in so doing ("the Defaulter") the Company shall receive and give a good discharge for the purchase money on behalf of the Defaulter and shall authorise some person to execute transfers of all the shares held by the Defaulter in favour of the Buyer in order to effect the transfer of the legal and beneficial interest in all the shares held by the Defaulter to the Buyer For the purposes of this Article 9 2

9 2 1 "the Relevant Price" means the price for each share in the capital of the Company agreed upon by the Majority Holders and the Minority Holders (as defined below) or in default of agreement within 14 days of the date of the General Offer the price which the auditors of the Company from time to time (acting as an expert and not as an arbitrator) ("the Expert") shall by writing under his hand certify to be in his opinion a fair value per share on a going concern basis as between a willing seller and a willing buyer no discount or premium being ascribed to such shares by virtue of the fact that they represent a minority or majority interest (as the case may be) or that their transferability is restricted by the provisions of these Articles All Members shall be entitled to make written representations to the Expert and the Expert shall be entitled to such information in relation to the Company and such access to the books

and records of the Company as he may reasonably require for the purposes of determining the Relevant Price

9.2.2 "Majority Holders" shall mean the holders of more than 50% in nominal value of the shares of the Company for the time being in issue conferring the right to attend and vote at general meetings of the Company

9.2.3 "Minority Holders" shall mean the holders of at least 10% in nominal value of the shares of the Company for the time being in issue conferring the right to attend and vote at general meetings of the Company excluding such shares held by the Majority Holders

9.3 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 9. Notwithstanding anything in this Article 9 no transfer of any share shall after registration of such transfer be deemed to be invalid by reason only that it was made in contravention of the foregoing provisions, if the Directors shall prior to the registration thereof have obtained from the transferor and transferee a Statutory Declaration that so far as the transferor and transferee are respectively aware the transfer is not being made directly or indirectly in pursuance of any arrangement for the sale or acquisition of a Controlling Interest in the Company and will not result in such a Controlling Interest being acquired by any person or persons who was or were not a Member or Members of the Company on the day following the date of adoption of these Articles

9.4 For the purpose of this Article 9.4

9.4.1 "a Controlling Interest" shall mean shares conferring in the aggregate more than 50 per cent of the total voting rights conferred by all the shares in the capital of the Company for the time being issued and conferring the right to attend and vote at all general meetings,

9.4.2 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and renouncee under any such letter of allotment, and

9.4.3 "the Offer Price" shall mean in respect of all shares a price per share at least equal to the higher of either (i) that offered or paid or payable by the proposed transferees or their nominees for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares, or (ii) the highest price per share paid by the proposed transferees or their nominees for shares acquired by them at any time during the period of 12 months prior to the proposed acquisition of the Specified Shares. Any Members who desire to dispute the Offer Price ("the Dissident Members") shall give notice in writing of such desire to the

Company ("the Dissent Notice") within 7 days of the date of the first notice offering the Specified Shares to Members pursuant to Article 7.3. Upon receipt the Company shall forthwith inform all the Members by notice in writing that a Dissent Notice has been served. If the Dissentient Members and the holders of the Specified Shares are unable to agree the Offer Price within 14 days of the date of the Dissent Notice the matter shall be referred to the auditors of the Company ("the Auditors") (acting as an expert and not as an arbitrator) who shall at the request of either the Dissentient Members or the holders of the Specified Shares by writing under his hand certify the Offer Price. The Dissentient Members and the holders of the Specified Shares shall be entitled to make written representations to the Auditors within 14 days from the date of his appointment and all such Members and the Company shall forthwith provide the Auditors with such financial and other information as the Auditors may reasonably require for the purposes of determining the Offer Price. Upon the Offer Price being agreed or determined (as the case may be) the Company shall forthwith notify all the Members of the revised Offer Price by notice in writing. If a Dissent Notice is given pursuant to this Article 9.4.3 the 21 day period specified in Article 7.3 for the first offer to Members shall be deemed to be extended to expire 14 days after the date of the notice from the Company to the Members specifying the revised Offer Price.

9.4.4 A person shall be "Associated" with another person if

- 9.4.4.1 such person is the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including for this purpose a step child, adopted child or child by a former marriage) or any other lineal ascendant or descendant of such other person,
- 9.4.4.2 such person is the trustee of any settlement set up by such other person or of any settlement of which such other person is or is capable of being a beneficiary,
- 9.4.4.3 such person is a nominee of such other person,
- 9.4.4.4 such person (being a company) is a subsidiary or holding company of such other person (also being a company) or such person is a subsidiary of any such holding company,
- 9.4.4.5 such person is connected with the other person as determined in accordance with the provisions of Section 839 of the Income and Corporation Taxes Act 1988, and
- 9.4.4.6 such person is acting in concert with the other person (such expression to have the same definition and meaning as ascribed thereto in the City Code on Takeovers and Mergers as from time to time amended)

PROCEEDINGS AT GENERAL MEETING

10 At any general meeting a poll may be demanded by any Member present in person or by proxy or (in the case of a Member not being an individual) by a duly authorised representative and Regulation 46 of Table A shall be modified accordingly

11 Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every Member present in person and every person present as a proxy or (in the case of a corporation) as a duly authorised representative for a Member or Members shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for each share of which he is the holder Regulation 54 of Table A shall not apply An authority under which an instrument of proxy is executed need not be deposited at the office or other place of holding the meeting in question prior to its taking place Regulation 62 of Table A shall be modified accordingly

DIRECTORS

12 Unless and until otherwise determined by the Company in general meeting, there shall be no maximum number of Directors and the minimum shall be one Any sole Director shall have authority to exercise all the powers and discretions by Table A or these Articles expressed to be vested in the Directors generally Regulation 64 of Table A shall not apply while Regulation 89 shall be modified accordingly The quorum for any meeting of directors shall be any two directors or, where there is only one director in office for the time being, that director and Regulation 89 of Table A shall be modified accordingly

13 Any Director who, by request, goes or resides abroad for any purposes of the Company or who performs any services which in the opinion of the Directors go beyond the ordinary duties of a Director may be paid such extra remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine and such remuneration shall be in addition to any remuneration provided for by or pursuant to any other Article or Regulation of Table A

BORROWING POWERS

14 The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge the Company's undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 80 of the Act, to issue debentures, debenture stock, and other securities guarantees or indemnities whether outright or as security for any debt liability or obligation of the Company or of any third party (including the Company's holding company)

POWERS AND DUTIES OF DIRECTORS

15 The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities or other allowances and benefits in favour of any person including but not limited to any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company. Regulation 87 of Table A shall not apply.

16 The Directors may at any time require any Member to furnish them with any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is a close company within the meaning of the Income and Corporation Taxes Act 1988 or any statutory modification or reenactment thereof.

APPOINTMENT AND REMOVAL OF DIRECTORS

17 Without prejudice to any other provision of these Articles governing the appointment and removal of Directors, any Members holding more than 50% in nominal value of the shares of the Company for the time being in issue conferring the right to attend and vote at general meetings of the Company may at a general meeting of the Company, at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or in addition to the existing Directors or remove from office any Director howsoever appointed.

18 Both of them, the Directors and the Company in general meeting, shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an additional director.

19 No Director shall be required to retire or vacate his office or be ineligible for re-appointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.

20 The office of a Director shall be vacated in any of the following events namely -

- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors,
- (b) if he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs or he becomes a patient for any purpose of any statute relating to mental health and the Directors resolve that his office is vacated,

- (c) if he becomes bankrupt or compounds with his creditors ,
 - (d) if he is prohibited by law from being a Director,
 - (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles,
 - (f) if he shall for more than six consecutive months have been absent without permission of the Directors from Board meetings held during that period and the Directors resolve that his office be vacated,
 - (g) if he ceases to be an employee of the Company
- 21 Regulations 73 to 81 (inclusive) of Table A shall not apply

PROCEEDINGS OF DIRECTORS

22 A Director absent or intending to be absent from the United Kingdom may request that notices of meetings shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, but in the absence of any such request it shall not be necessary to give notice of a meeting to any Director who is for the time being absent from the United Kingdom Regulation 88 of Table A shall be varied accordingly

23 A meeting of the Board 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 in the context of meetings of the Board the word "meeting" in these Articles shall be construed accordingly Such a meeting shall be deemed to take place where the largest of the group of those participating is assembled, or, if there is no such group, where the Chairman of the meeting then is

24 A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the Act Subject (where applicable) to such disclosure, a Director shall be entitled to vote in respect of any such contract or arrangement in which he is interested and if he shall do so his vote shall be counted, and he shall be taken into account in ascertaining whether a quorum is present Regulation 94 of Table A shall be modified accordingly

NOTICES

25 Any notice or other document (including a share certificate) may be served on or delivered to any Member of the Company either personally or by sending it through the post

in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the day following the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Regulations 112 and 115 of Table A shall not apply.

26 Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company. Provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

INDEMNITY INSURANCE

27 Subject to the provisions of the Act, the Company may purchase and maintain for any Director, executive director, manager, officer and auditor insurance against any liability.