

# SQUARE ROOT LIMITED

THE COMPANIES ACT 1985

COMPANY NUMBER 3138663

**COPY** Three Special Resolutions of the type and in the form specified below as passed by the members of the Company named above at their extraordinary general meeting duly convened and held at Saddlers Court, 650 Warwick Road, Solihull, West Midlands, B91 3DX on 30 September 1996

## SPECIAL RESOLUTIONS

### Resolution 1


That the Directors of the Company be and they are hereby generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to exercise all the powers of the Company to allot relevant securities up to but not exceeding an aggregate nominal amount of £10,000 provided that this authority shall (unless previously revoked or varied by the Company in general meeting) expire on the fifth anniversary of the date of this resolution ("period of authority") save that the Company may before the expiry of the period of authority make an offer or agreement which would or might require relevant securities to be allotted after such expiry.

### Resolution 2

That subject to the passing of the above Resolutions the Directors of the Company be and they are hereby empowered pursuant to the general authority conferred upon them under Resolution 1 above as if Section 89(1) of the Act did not apply to any such allotment

### Resolution 3


That the Company adopt as it's Articles of Association the regulations in the form of the printed document annexed to the Notice of an Extraordinary General Meeting of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

  
.....  
Company Secretary

Dated 01/10/ 1996



THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
**SQUARE ROOT LIMITED**

Amended by Ordinary Resolution of the Company dated 30 September 1996 

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- (1) The Company's name is " **SQUARE ROOT LIMITED**".
- (2) The Company's registered office shall be situate in England.
- (3) The Company's objects are:-
- 3.1 To carry on the business of the provision of scientific and analytical services of all descriptions; to carry on all or any of the businesses of manufacturers, importers, exporters, wholesalers, retailers, buyers, sellers, distributors, developers or shippers of, and dealers in any products, goods, services, wares, merchandise, and produce or material (tangible or intangible) of any kind which may be advantageous to the Company or which any of the customers or other persons having dealings with the Company may require;
- 3.2 To provide services of any kind including the carrying on of advisory, consultancy, agency and brokerage business of any kind;
- 3.3 To carry on any other business or activity which may seem to the Directors of the Company to be capable of being conveniently or advantageously carried on in connection or conjunction with any business of the Company hereinbefore or hereinafter authorised or to be expedient with a view directly or indirectly to enhancing the value of or to rendering profitable or more profitable any of the Company's assets or utilising its skills, know-how or expertise.
- 3.4 To subscribe, underwrite, purchase, or otherwise acquire, and to hold, dispose of, and deal with, any shares or other securities or investments of any nature whatsoever, and any options or rights in respect thereof or interests therein, and to buy and sell foreign exchange.
- 3.5 To purchase, take on lease, hire or otherwise acquire for any estate or interest, and to sell, let or otherwise dispose of (in whole or in part) any land, buildings, machinery, business concerns, assets and any other property (real or personal) or any concessions, licences, grants, patents, trade marks, copyrights or other exclusive or non-exclusive rights of any kind and to hold,

develop and turn to account and deal with the same in such manner as may be thought fit.

- 3.6 To amalgamate or enter into partnership or any joint venture or profit/loss-sharing arrangement or other association with any company, firm, person or body.
- 3.7 To purchase or otherwise acquire and undertake all or any part of the business, property, and liabilities of any company, firm, person or body carrying on any business or possessed of any property suitable for the purposes of the Company.
- 3.8 To promote, or join in the promotion of, any company, whether or not having objects similar to those of the Company and to be appointed and to act as a director, secretary or other officer of any company whether or not having objects similar to those of the Company.
- 3.9 To borrow and raise money and to secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages and charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue of debentures, debenture stock or other securities of any description.
- 3.10 To advance, lend or deposit money or give credit to or with any company, firm or person on such terms as may be thought fit and with or without security.
- 3.11 To guarantee or give indemnities or provide security, whether by personal covenant or by mortgage or charge upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by all or any such methods, for the performance of any contracts or obligations, and the payment of capital or principal (together with any premium) and dividends or interest on any shares, debentures or other securities, of any person, firm or company including (without limiting the generality of the foregoing) any company which is for the time being a subsidiary or holding company of the Company or another subsidiary of any such holding company or is associated with the Company in business and, notwithstanding the fact that the Company may not receive any consideration or advantage from entering into any such guarantee, indemnity or other arrangement.
- 3.12 To sell, lease, grant licences, easements or other rights over, and in any other manner deal with or dispose of, the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for shares or other securities, whether fully or partly paid up.

- 3.13 To procure the registration, recognition or incorporation of the Company in or under the laws of any territory outside England.
- 3.14 To subscribe or guarantee money for any national, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely directly or indirectly to further the interests of the Company or of its members.
- 3.15 To establish and maintain or contribute to any pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any individuals who are or were at any time in the employment or service of the Company or of any company which is its holding company or is a subsidiary of the Company or any such holding company or otherwise is allied to or associated with the Company or any of the predecessors of the Company or any other such company as aforesaid, or who are or were at any time directors or officers of the Company or of any such other company, and the wives, widows, families and dependants of any such individuals; to establish and subsidise or subscribe to any institutions, associations, clubs or funds which may be considered likely to benefit any such persons or to further the interests of the Company or of any such other company; and to make payments for or towards the insurance of any such persons.
- 3.16 To establish and maintain, and to contribute to, any scheme for encouraging or facilitating the holding of shares or debentures in the Company by or for the benefit of its employees or former employees, or those of its subsidiary or holding company or any subsidiary of its holding company, or by or for the benefit of such other persons as may for the time being be permitted by law, or any scheme for sharing profits with its employees or those of its subsidiary and/or associated companies, and (so far as for the time being permitted by law) to lend money to employees of the Company or of any company which is its holding company or is a subsidiary of the Company or any such holding company or otherwise is allied to or associated with the Company with a view to enabling them to acquire shares in the Company or its holding company.
- 3.17 To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge

of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to the company or any such other company, subsidiary undertaking or pension fund; and to such extent as may be permitted by law to indemnify or to exempt any such person against or from any such liability; for the purposes of this clause "holding company" and "subsidiary undertaking" shall have the same meanings as in the Companies Act 1985 as amended by the Companies Act 1989.

- 3.18 To distribute among members of the Company in specie or otherwise, by way of dividend or bonus or by way of reduction of capital, all or any of the property or assets of the Company, or any proceeds of sale or other disposal of any property or assets of the Company, with and subject to, any authority or consent required by law.
- 3.19 To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subsidiary companies or otherwise, and either alone or in conjunction with others.
- 3.20 To do all such other things as in the opinion of the Directors of the Company may be considered to be incidental or conducive to any of the above objects.

**And** it is hereby declared that 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 paragraph or the order in which the same occur or the name of the Company.

(4) The liability of the members is limited.

(5) The share capital of the Company is £10,000 divided into 10,000 shares of £1 each as increased by Resolution of the Company dated 30 September 1996.

We, the Subscribers to this Memorandum of Association wish to be formed into a Company pursuant to this Memorandum and we respectively agree to take the number of shares in the capital of the Company shown opposite our respective names.

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

**SHARES**

Andrew J. Beedham  
Saddlers Court  
650 Warwick Road  
Solihull  
B91 2SY

One

Solicitor

Robert J. Rowe  
Saddlers Court  
650 Warwick Road  
Solihull  
B91 2SY

One

Solicitor

DATED 28 November 1995

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WITNESS to the above Signatures:- Z. E. Howell  
53 Blytheswood Road,  
Tyseley,  
Birmingham,  
B11 2BX



COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

**SQUARE ROOT LIMITED**

Adopted by Special Resolution Dated 30 September 1996. 

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PRELIMINARY

- (1) The regulations contained in Table A in the schedule to The Companies (Tables A to F) Regulations 1985 (as amended so as to affect companies first registered on the date of incorporation of the Company) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company. References herein to "Table A" and to regulations are to the said Table A and regulations therein, unless otherwise stated.
- (2) In these Articles of Association "the Act" means the Companies Act 1985 as amended, extended or re-enacted.

SHARE CAPITAL

- (3) The share capital of the Company at the date of adoption of the Articles is £10,000 divided into 10,000 Ordinary Shares of £1 each.
- (4)
  - (A) Subject to Section 80 of the Act, all unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper and Section 89(1) of the Act shall not apply.
  - (B)
    - (i) Pursuant to and in accordance with Section 80 of the Act the Directors are generally and unconditionally authorised to exercise during the period of five years from the date of incorporation of the Company all the powers of the Company to allot, create, deal with or otherwise dispose of relevant securities to such persons on such terms as they think fit up to an aggregate nominal amount of £10,000;
    - (ii) the authority conferred on the Directors by the preceding paragraph is without prejudice to the Directors' rights to:-

- (a) make offers or agreements which would or might require the allotment of relevant securities after the expiry of such period of five years;
    - (b) exercise at any time whether before or after the expiry of such period of five years, but only so long as the Company is a private company, the said power of allotment in accordance with any elective resolution of the members of the Company.
  - (iii) words and expressions defined in or for the purposes of the said Section 80 shall bear the same meanings in this Article.
- (5) (A) The Company may in accordance with and subject to the Act and all other provisions of law:
- (i) give financial assistance directly or indirectly for the purpose of acquiring any shares in the Company, or its holding company or any subsidiary of its holding company;
  - (ii) purchase its own Shares including its own redeemable shares;
  - (iii) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder thereof, except that no redeemable shares may be issued at any time when there is no issued shares of the Company which are not redeemable;
  - (iv) make a payment in respect of the redemption or purchase of any of its own fully paid shares out of the distributable profits of the Company or the proceeds of a fresh issue of shares or, so long as the Company is a private company, out of capital or, so long as aforesaid, partly out of one and partly out of the other, and as to redemption on such date or dates (to be fixed before the issue of such shares) and terms and in such manner as may be determined by the Directors but so that the amount paid on redemption shall be fixed by the terms of issue of the shares or the Company's Articles of Association.
- (B) Any shares purchased or redeemed by the Company shall be treated as cancelled.
- (6) Subject to these Articles, if any Shareholder at any time wishes to sell, transfer or dispose of any shares he shall only be entitled to sell, transfer or dispose of all and not part only of his holding of his shares and then in accordance with the next following article. The Directors shall not decline to register any transfer duly made in accordance with the next following article.



- (7) (A) If any Shareholder wishes to sell all of his shares (referred to as "the Selling Party") he shall give all the other shareholders ("the Option Parties") and the Company written notice ("an Option Notice") setting out the price at which he wishes to sell the Shares ("the Option Price"). The Option Parties shall have the exclusive right and option for a period of sixty (60) days from receipt of such notice ("the Option Period") to serve a notice ("a Purchase Notice") (which notice may be served jointly or by any of them) on the Selling Party (with a copy to the Company) stating his intention:-
- (i) to purchase the shares at the Option Price; or
  - (ii) to purchase the shares at Fair Value in which case the Selling Party shall be deemed to have served an Option Notice offering the shares for sale at Fair Value.
- (7) (B) In the event that all of the Option Parties serve a Purchase Notice pursuant to Article 7 (1)(a) then the shares to be sold by the Selling Party shall be purchased by the Option Parties (or their nominees) at the Option Price in proportion to their holdings of shares in the Company within a period of thirty (30) days from the date of service of the last Purchase Notice.
- (7) (C) In the event that a Purchase Notice is not served by all of the Option Parties, then the Company shall notify those Option Parties who served a Purchase Notice that further Shares are available and any such Option Parties may, within a period of not more than fourteen (14) days, serve an additional Purchase Notice in respect of such available Shares. In the case of competition for such available Shares, they shall be purchased by the relevant Option Parties in proportion to their holdings of shares in the Company. If Purchase Notices are not received in respect of all the available Shares then Article 8(6) shall apply. If Purchase Notices are received in respect of all the available Shares then the sale and purchase of Shares shall be completed within a period of thirty (30) days from the date of service of the last Purchase Notice.
- (7) (D) In the event that any Option Party serves a notice pursuant to Article 7(A)(ii) then the Company and the Shareholders shall procure that Fair Value is determined in accordance with Article 7(E). Within seven (7) days of receiving the certificate of Fair Value from the auditors pursuant to Article 7(E) the Company shall send a copy to the Selling Party and each of the Option Parties who shall then have a period of thirty (30) days in which to serve a second or further Purchase Notice indicating whether or not they wish to purchase the shares at the Fair Value and the provisions of Articles 7(B) and 7(C) shall apply mutatis mutandis.

- 7 (E) In this Article, Fair Value means the value of the shares to be bought and sold between a willing buyer and a willing seller, but disregarding the fact that the shares to be valued represent a minority interest in the Company's share capital or when registered will result in any person's interest in the Company's share capital becoming a majority interest. The Fair Value shall be determined by the auditors of the Company for the time being upon the application of the Company (or if the Company defaults) any Option Party. The auditors shall certify such Fair Value and provide a certificate thereof to the Company within 30 thirty (30) days of being asked to do so and such certificate shall, in the absence of manifest error, conclusively determine the Fair Value. The Auditors shall be deemed to act as experts and not as arbitrators and their certificate shall be final and binding on the parties.
- 7 (F) In the event that Purchase Notices are not received for all the Shares offered by the Selling Party or in the event that the Shares are not purchased in accordance with the provisions of these Articles within the relevant stated time periods (which default is not attributable to any delay on the part of the Selling Party) then the Selling Party shall have the right to sell its entire shareholding in the Company to any third party within a further period of sixty (60) days at a price not less than the Option Price or, if the Fair Value has been determined, the Fair Value.
- 7 (G) The Personal Representatives of any deceased Party shall be bound, not earlier than six (6) months after the date of death of the relevant Party, to give an Option Notice in respect of all the Shares registered in the name of the deceased Party at the date of his death or such of those Shares as still remain registered. If within a period of twenty one (21) days of the expiry of the aforesaid period they fail to give such an Option Notice they shall be deemed to have given a Option Notice at the expiration of that period and the provisions of Article 7 shall apply mutatis mutandis except that such Option Notice shall be deemed to have specified that the price per share shall be the Fair Value of each share to be determined in accordance with Article 7(E).
- 7 (H) Any person becoming entitled to a share in consequence of the bankruptcy of any Party shall be bound within six (6) months of the bankruptcy, to give a Transfer Notice in respect of all the Shares registered in the name of the bankrupt Party at the date of his bankruptcy or such of those Shares as still remain registered. If within a period of twenty one (21) days of the expiry of the aforesaid period they fail to give such an Option Notice they shall be deemed to have given a Transfer Notice at the expiration of that period and the provisions of Article 7 shall apply mutatis mutandis except that such Option Notice shall be deemed to have specified that the price per share shall be the Fair Value of each share to be determined in accordance with Article 7(E).

- 7 (I) Whenever any Party who is also employed by the Company in any capacity or is a director of the Company (or both) ceases to be employed by the Company or to hold office for any reason (other than the death of such Party) he shall be deemed to have given an Option Notice in accordance with Article 7(A) and the provisions of Article 8 shall apply mutatis mutandis except that such Option Notice shall be deemed to have specified that the price per share shall be the Fair Value of each share to be determined in accordance with Article 7(E).

#### PROCEEDINGS AT GENERAL MEETINGS

- (8) In the case of a corporation a resolution in writing 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 extended accordingly. Regulation 53 (as extended) shall apply mutatis mutandis to resolutions in writing of any class of members of the Company.
- (9) A poll may be demanded at any general meeting by any member entitled to vote at it. Regulation 46 shall be modified accordingly.
- (10) In Regulation 41:
- (A) the words "or if during a meeting such a quorum ceases to be present," shall be deleted; and
  - (B) there shall be added after the last word the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum".
- (11) The Company may dispense by elective resolution with the holding of annual general meetings.

#### NUMBER OF DIRECTORS

- (12) The Directors shall not be less than one in number. Regulation 64 shall be modified accordingly.

#### ALTERNATE DIRECTORS

- (13) (A) Each Director shall have power, by written notice to the Company, to nominate another Director or any person not being a Director approved by the other Directors, to act as his alternate and at his discretion to remove such alternate Director.

- (B) An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notice of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. If he shall be himself a Director or shall attend any such meeting as an alternate for more than one Director, his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director, nor shall he be deemed to be a Director for the purposes of these Articles, nor shall he be deemed to be the agent of his appointor. Regulations 66 and 69 shall not apply.
- (C) 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 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.

#### DELEGATION OF DIRECTORS' POWERS

- (14) In addition to the powers to delegate contained in Regulation 72, the Directors may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the Directors) to committees consisting of one or more Directors and (if thought fit) one or more other named persons or persons to be co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee, any reference in these Articles to the exercise by the Directors of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise thereof by such committee. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and may provide for members who are not Directors to have voting rights as

members of the committee but so that (a) the number of members who are not Directors shall be less than one-half of the total number of members of the committee and (b) no resolution of the committee shall be effective unless passed by a majority including at least one member of the committee who is a Director. Regulation 72 shall be modified accordingly.

#### APPOINTMENT AND RETIREMENT OF DIRECTORS

- (15) The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the second and third sentences of Regulation 79 shall not apply, and other references in Table A to retirement by rotation shall be disregarded.

#### DISQUALIFICATION AND REMOVAL OF DIRECTORS

- (16) The office of a Director shall be vacated in any of the circumstances specified in Regulation 81 and also if he shall in writing offer to resign and the Directors shall resolve to accept such offer or if he shall have served upon him a notice in writing signed by all his co-Directors (being at least two in number) removing him from office. However, if, in the latter event, the Director so removed holds an appointment to an executive office which thereby automatically determines such removal 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.

#### DIRECTORS' REMUNERATION

- (17) Any Director who serves on any committee, or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Directors may determine. Regulation 82 shall be extended accordingly.

#### PROCEEDINGS OF DIRECTORS

- (18) Any corporation which is a director of the Company may authorise such person as it thinks fit to act as its representative at any meeting of the Directors and such person shall have all such powers as the corporation would have if it was an individual Director.
- (19) If and so long as there is only one Director he may exercise all the powers conferred on the Directors by these Articles and shall do so by written resolution under his hand and Regulations 88 to 90 shall not apply.

- (20) A Director may participate in a meeting of the Directors or a committee of Directors of which he is a member by means of a conference telephone, video conferencing or other similar equipment whereby all persons participating in the meeting can hear each other.
- (21) On any matter in which a Director is in any way interested he may nevertheless vote at and be taken into account for the purposes of a quorum in any meeting of Directors or of a committee of Directors and (save as otherwise agreed) such Director may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 98 shall not apply.

#### COMPANY SEAL

- (22) The Directors may execute under the signature of any two of them or any one of them and the Company Secretary and deliver any document so as to have the same effect as a deed as in such case they may think fit and the Company need not have a common seal.

#### INDEMNITY

- (23) (A) Subject to the provisions of and so far as may be permitted by the Act or any other provisions of the law, every Director, Auditor, Secretary or other officer of the Company shall be indemnified by the Company out of its own funds against and/or exempted by the Company from all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) 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 judgement 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 shall not apply.
- (B) Without prejudice to the provisions of Regulation 87 or paragraph (A) of this Article, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of any Relevant Company (as defined in paragraph (C) of this Article) or who are or were at any time trustees of any pension fund or employees'

share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme.

- (C) For the purpose of paragraph (B) of this Article, "Relevant Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the Company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of any such other body.

A handwritten signature in black ink, consisting of a large, stylized capital 'C' followed by a horizontal line and a small flourish.