

Company No. 3303693

**THE COMPANIES ACTS 1985-89**

---

**COMPANY LIMITED BY SHARES**

---

**ORDINARY AND SPECIAL RESOLUTIONS**

- of -

**ATRIO LIMITED**  
("Company")

**Passed on 21 July 1997**

---

At an Extraordinary General Meeting of the Company held on the above date, the following resolutions were passed as ordinary and special resolutions of the Company as specified:

**ORDINARY RESOLUTION**

1. That the Directors be authorised generally and unconditionally pursuant to Section 80 of the Companies Act 1985 to exercise all powers of the Company to allot relevant securities (within the meaning of Section 80 of that Act) up to an aggregate nominal amount of £10,000 and this authority shall expire (unless previously revoked or varied) 5 years from the date of this resolution.

**SPECIAL RESOLUTIONS**

2. That the Company adopt new Articles of Association in substitution for and to the exclusion of the existing Articles of Association of the Company in the form of those



produced to the meeting and signed by a director of the Company for the purpose of identification.

3. That the Directors be empowered pursuant to Section 95 of the Companies Act 1985 to allot equity securities (within the meaning of Section 94 of that Act) as if Section 89(1) of that Act did not apply to the allotment and this power shall be limited to the allotment of equity securities up to an aggregate nominal amount of £100 and shall expire (unless previously revoked or varied) 30 days from the date of this resolution being passed.

X .....  
Chairman

Company No: 3303693

**THE COMPANIES ACTS 1985 and 1989**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

- of -

**ATRIO LIMITED**

(As adopted by special resolution passed on 21 July 1997)

**OLSWANG**

90 Long Acre

London WC2E 9TT

Tel: 0171 208 8888

Fax: 0171 208 8800

Ref: HJW/AAB/5907-1

3303693

## TABLE OF CONTENTS

ARTICLE	PAGE
1. Definitions .....	1
2. Table "A" .....	3
PART 1 - SHARES .....	3
3. Authorised Share Capital .....	3
4. Allotment of Shares .....	3
5. Commission and Brokerage .....	4
6. Trust Not to Be Recognised .....	5
7. Redeemable Shares .....	5
8. Variation of Share Rights .....	5
9. Certificates .....	5
10. Lien on Shares .....	6
11. Calls on Shares .....	7
12. Forfeiture of Shares .....	8
13. Indemnity Against Claims in Respect of Shares .....	10
14. Form of Transfer .....	11
15. Right to Refuse Registration .....	11
16. Notice of Refusal .....	11
17. Suspension of Registration of Transfers .....	11
18. Fees on Registration .....	11
19. Pre-emption .....	11
20. Right of Tag-Along .....	14
21. Right of Bring-Along .....	14
22. Permitted Transfers .....	15
23. Deemed Transfer .....	16
24. Transmission of Shares on Death .....	17
25. Election of Person Entitled by Transmission .....	18
26. Rights on Transmission .....	18
27. Creation of Stock .....	18
28. Increase of Capital .....	18
29. Consolidation, Cancellation and Subdivision .....	19
30. Reduction of Share Capital .....	19
31. Purchase of Own Shares .....	19
32. Fractions .....	19
PART II - MEMBERS MEETINGS .....	20
GENERAL MEETINGS .....	20
33. Annual General Meeting .....	20
34. Extraordinary General Meetings .....	20
35. Convening of Extraordinary General Meetings .....	20
NOTICE OF GENERAL MEETINGS .....	20
36. Length of Notice .....	20
37. Content of Notice .....	20
38. Who Notice is Given To .....	21

39.	Deemed Short Notice .....	21
40.	Omission to Give Notice .....	21
	PROCEEDINGS AT GENERAL MEETINGS .....	22
41.	Special Business .....	22
42.	Quorum .....	22
43.	If Quorum Not Present .....	22
44.	Chairman .....	23
45.	Method of Voting .....	23
46.	Effect of Declaration that Resolution Carried .....	23
47.	Conduct of Poll .....	24
48.	No Casting Vote at General Meeting .....	24
	VOTES OF MEMBERS .....	24
49.	Number of Votes .....	24
50.	Incapacity .....	25
51.	Objections .....	25
52.	Proxies .....	25
53.	Written Resolutions .....	26
54.	Corporations Acting by Representatives .....	26
	PART III - DIRECTORS .....	26
	APPOINTMENT AND RETIREMENT OF DIRECTORS .....	26
55.	Number of Directors .....	26
56.	Appointment and Renewal of Directors .....	27
57.	Employment of Directors .....	27
58.	Age of Directors .....	27
59.	Disqualification and Removal of Directors .....	27
60.	Executive Directors .....	28
61.	Alternate Directors .....	29
	POWERS AND DUTIES OF DIRECTORS .....	29
62.	Powers of the Board .....	29
63.	Location of Management .....	30
64.	Delegation to Committees .....	30
65.	Appointment of Agents .....	30
66.	Pensions and Gifts .....	30
67.	Powers in Relation to Subsidiaries and Other Companies .....	31
68.	Cheques etc .....	31
69.	Borrowing Powers .....	31
70.	Remuneration of Directors .....	32
71.	Directors Expenses .....	32
	DIRECTORS' INTERESTS .....	32
72.	Holding of Additional Posts in Company .....	32
73.	Directors Contracting With the Company .....	33
74.	Interests in Related Companies .....	34
75.	Directors Interest in Own Appointment .....	35
76.	Chairman's Ruling Conclusive on Directors Interest .....	35
77.	Directors Resolution Conclusive on Chairman's Interest .....	35
	PROCEEDINGS OF DIRECTORS .....	35

78.	Company May Suspend or Relax Provisions .....	35
79.	Board Meetings .....	36
80.	Voting at Board Meetings (No Casting Vote) .....	36
81.	Convening of Board Meetings .....	36
82.	Notice of Board Meetings .....	36
83.	Board Quorum .....	36
84.	Participation by Telephone or Video Conference Facility .....	37
85.	Powers of Directors Being Less Than Minimum Number .....	37
86.	Appointment of Chairman of Board .....	37
87.	Written Resolutions .....	38
88.	Proceedings of Committees .....	38
89.	Validity of Meetings .....	38
	LIABILITY OF DIRECTORS .....	38
90.	Right to Indemnity .....	38
91.	Power to Insure .....	39
92.	Secretary .....	39
93.	Minutes .....	39
94.	Seal .....	40
	PART IV - DIVIDENDS .....	40
95.	Declaration of Dividends .....	40
96.	Entitlement to Dividends .....	40
97.	Interim Dividends .....	41
98.	Calls or Debts May be Deducted From Dividends .....	41
99.	Unclaimed Dividends .....	41
100.	Payment of Dividends .....	41
101.	Uncashed Dividends .....	42
102.	Valid Receipts .....	42
103.	Distribution in Specie .....	42
104.	Dividends Not to Bear Interest .....	42
105.	Reserves .....	43
106.	Capitalisation of Profits .....	43
107.	Record Dates .....	44
	PART V - ACCOUNTS .....	45
108.	Accounting Records .....	45
109.	Inspection of Records .....	45
110.	Preparation and Laying Before Members of Statutory Accounts .....	45
111.	Auditors Report .....	45
112.	Audit .....	45
	PART VI - GENERAL .....	46
	NOTICES .....	46
113.	Notices to be in Writing .....	46
114.	Addresses Outside the UK .....	46
115.	Notice by Newspaper Advertisement .....	46
116.	Deemed Receipt of Notice .....	46
117.	Notice in Case of Death, Bankruptcy or Mental Disorder .....	47
118.	Notice Binding on Transferees .....	47

<b>119.</b>	<b>Untraced Shareholders</b>	<b>47</b>
<b>120.</b>	<b>Destruction of Documents</b>	<b>48</b>
<b>121.</b>	<b>Winding-up</b>	<b>49</b>

**Company No: 3303693**

**THE COMPANIES ACTS 1985 and 1989**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

- of -

**ATRIO LIMITED**

(As adopted by special resolution passed on 21 July 1997)

**1. Definitions**

- 1.1 In these Articles the following words have the following meanings unless the context requires otherwise:-

<b>"Act"</b>	the Companies Act 1985
<b>"Acts"</b>	the Act and the Companies Act 1989
<b>"Articles"</b>	these articles of association as altered or varied from time to time (and "Article" means one of these Articles)
<b>"Auditors"</b>	the auditors for the time being of the Company, or in the case of joint auditors, any one of them
<b>"Board"</b>	means the board of Directors for the time being of the Company or the Directors present at a duly convened meeting of Directors at which a quorum is present

<b>"Chairman"</b>	the chairman (if any) of the Board, or where the context requires, the chairman of a general meeting of the Company
<b>"clear days"</b>	in relation to a period of notice, that period, excluding the day when the notice is given or deemed to be given and the day of the event of which it is notice or on which it is to take effect
<b>"Company"</b>	Atrio Limited
<b>"Directors"</b>	the directors for the time being of the Company and "Director" means any one of them
<b>"dividend"</b>	a distribution or a bonus
<b>"holder"</b>	in relation to any share, the member whose name is in the Register as the holder of that share or, where the context requires, the members whose names are in the Register as the joint holders of that share
<b>"member"</b>	means a member of the Company
<b>"month"</b>	calendar month
<b>"Office"</b>	the registered office for the time being of the Company
<b>"paid up"</b>	includes credited as paid up
<b>"Permitted Transfer"</b>	has the meaning in Article 22.1
<b>"Register"</b>	the register of members to be kept pursuant to section 352 of the Act
<b>"seal"</b>	the common seal of the Company (if any) or any official seal kept by the Company pursuant to section 40 of the Act
<b>"Secretary"</b>	the secretary for the time being of the Company and, subject to the provisions of the Act, includes a joint, temporary, assistant or deputy secretary and any person appointed by the Board to perform any of the duties of the secretary

<b>"Share"</b>	a share of the Company
<b>"United Kingdom"</b>	Great Britain and Northern Ireland
<b>"written"</b>	written, printed, or lithographed, or visibly expressed by any substitute for writing (including telex, cable, facsimile transmission and teletex)

1.2 Unless the context otherwise requires:

- 1.2.1 words in the singular include the plural, and vice versa;
- 1.2.2 words importing the masculine gender include the feminine gender and words importing the neuter include the masculine and feminine genders;
- 1.2.3 a reference to a person includes a body corporate and an unincorporated body of persons;
- 1.2.4 words and expressions defined in the Acts have the same meanings in these Articles unless defined otherwise.

1.3 A reference to any statute or provision of a statute includes any orders, regulations or other subordinate legislation made under it and includes any statutory modification or re-enactment of it for the time being in force.

1.4 The headings are inserted for convenience and shall not affect the construction of these Articles.

**2. Table "A"**

2.1 The regulations contained in the Companies (Tables A-F) Regulations 1985 shall not apply to the Company.

**PART 1 - SHARES**

**3. Authorised Share Capital**

3.1 The authorised share capital of the Company at the date of the adoption of these Articles is £10,000 divided into 10,000 ordinary shares of £1 each.

**4. Allotment of Shares**

4.1 Subject to the provisions of the Acts and without prejudice to any rights for the time being conferred on the holders of any Shares any Share may be allotted with such preferred, deferred or other rights, or such restrictions, whether in regard to dividends, return of capital, voting or otherwise, as the members may from time to time by special

resolution determine. The rights attached to any issued Shares as a class shall not be varied except with the consent of the holders of them duly given pursuant to these Articles.

- 4.2 Subject to the provisions of the Act and to any relevant authority of the Company in general meeting required by the Act, unissued Shares at the date of adoption of these Articles and any Shares created after the date of adoption of these Articles shall be at the disposal of the Board, which may allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of them or rights to subscribe for or convert any security into Shares to such persons (including the Directors themselves), at such times and generally on such terms and conditions as the Board may decide, provided that no Share shall be issued at a discount.
- 4.3 Subject to the provisions of these Articles the Board are generally authorised for the purposes of section 80 of the Act to allot relevant securities (as defined in section 80(2) of the Act) to such persons at such time and on such terms as they think proper provided that:
- 4.3.1 the authority contained in this Article shall expire on the fifth anniversary of the date of adoption of these Articles but may be revoked or varied by an ordinary resolution of the members but the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Board may allot relevant securities in pursuance of such offer or agreement as if the power conferred by this Article had not expired; and
- 4.3.2 the maximum amount of relevant securities which may be allotted pursuant to the authority contained in this Article shall be the unissued share capital of the Company immediately following the adoption of these Articles.

## **5. Commission and Brokerage**

- 5.1 The Company may exercise the powers conferred by the Act of paying commission and brokerage to persons subscribing or procuring subscriptions for Shares, or agreeing so to do, whether absolutely or conditionally. Subject to the provisions of the Act, any such commission and brokerage may be satisfied by the payment of cash, the allotment of fully or partly paid Shares, the grant of an option to call for an allotment of Shares or any combination of such methods of payment. The Company may also, on any issue of shares, pay such brokerage as may be lawful.

## **6. Trust Not to Be Recognised**

- 6.1 Except as required by law, provided by these Articles or ordered by a court of competent jurisdiction no person shall be recognised by the Company as holding any Share upon any trust and the Company shall not be bound by or recognise (even if it has notice of it)

any equitable, contingent, future or partial interest or other claim to or interest in any Share, or fractional part of a Share except an absolute right to the whole of the Share.

## **7. Redeemable Shares**

- 7.1 Subject to the provisions of the Act and to any special rights for the time being attached to any existing Shares, any Share may be issued which is, or at the option of the Company, or of the holder of such Share liable to be redeemed on such terms and in such manner as these Articles may provide.

## **8. Variation of Share Rights**

- 8.1 Subject to the provisions of the Act, if at any time the capital of the Company is divided into different classes of Shares, all or any of the rights or privileges attached to any class may be varied or abrogated either in such manner (if any) as may be provided by such rights, or in the absence of any such provision, with the consent in writing of the holders of at least three-fourths of the nominal value of the issued Shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the Shares of that class, but not otherwise. The creation or issue of Shares ranking *pari passu* with or subsequent to the Shares of any class shall not (unless otherwise expressly provided by these Articles or the rights attached to such Shares as a class) be deemed to be a variation of the rights of such Shares.
- 8.2 All the provisions of these Articles relating to general meetings of the Company and the provisions of sections 369 and 370 of the Act shall apply with any necessary adaptation and modifications, to meetings of the holders of any class of Shares.

## **9. Certificates**

- 9.1 Every person whose name is entered as a member in the Register shall be entitled without payment to one certificate for all the Shares of each class for the time being held by him, or on payment of such reasonable out-of-pocket expenses as the Directors may from time to time determine for every certificate after the first, to several certificates, each for one or more of that holders Shares.
- 9.2 Every certificate shall:
- 9.2.1 be issued within two months after allotment or the lodgement with the Company of the transfer of the Shares, not being a transfer which the Company is for any reason entitled to refuse to register and does not register, unless the conditions of issue of such Shares provide otherwise;
  - 9.2.2 specify the number, class and distinguishing numbers (if any) of the Shares to which it relates, and the amount paid up on them.

- 9.3 The Company shall not be bound to register more than four persons as the joint holders of any Share or Shares (except in the case of executors or trustees of a deceased member). The Company shall not be bound to issue more than one certificate for a Share held jointly by several persons. Delivery of a certificate for a Share to one of several joint holders shall be sufficient delivery to all joint holders.
- 9.4 Where a member transfers part of his holding of Shares, he shall be entitled to a certificate for the balance of his holding without charge.
- 9.5 Share certificates and, subject to the provisions of any instrument constituting or securing them, certificates issued under seal in respect of any debentures, need not be signed or countersigned, or the signatures may be affixed them to by such mechanical means as may be determined by the Directors.
- 9.6 If a Share certificate is lost, destroyed, defaced or worn out, it may be renewed without charge but (in case of loss or destruction) on such terms (if any) as to evidence and indemnity and/or security as the Directors think fit, and (in case of defacement or wearing out) on delivery to the Company of the old certificate. In such cases there shall also be paid to the Company a sum equal to any exceptional expenses incurred by the Company in connection with any such indemnity.
- 9.7 Any two or more certificates representing Shares of any one class held by any member may at his request be cancelled and a single new certificate for such Shares issued in lieu without charge on surrender of the original certificates for cancellation.

## **10. Lien on Shares**

- 10.1 The Company shall have a first and paramount lien on every Share (not being a fully paid Share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such Share. The Company's lien (if any) on a Share shall extend to all dividends or other moneys payable on or in respect of it. The Directors may resolve that any Share shall for some specified period be exempt from the provisions of this Article.
- 10.2 For the purpose of enforcing such lien, the Company may sell, in such manner as the Directors think fit, any Share on which the Company has a lien, but no sale shall be made unless the liability in respect of which the lien exists is presently due to be discharged and 14 days have expired after a written notice, stating and demanding discharge of the liability and giving notice of intention to sell in default, has been served on the holder for the time being of the Share or the person entitled by reason of his death or bankruptcy to the Share.
- 10.3 To effect such sale, the Directors may authorise some person to execute a transfer of the Shares to be sold in the name of the holder or the persons entitled by reason of his death or bankruptcy, in favour of the purchaser or as the purchaser may direct.

10.4 The net proceeds of any such sale shall be applied in or towards payment or satisfaction of the liability in respect of which the lien exists as is presently payable and any residue shall subject to a like lien in respect of any liability not presently payable as existed on the Shares before to the sale be paid to the person entitled to the Shares immediately prior to the sale.

10.5 The purchaser shall be registered as the holder of the Shares transferred and he shall not be bound to see to the application of the purchase money, nor shall his title to the Shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

## **11. Calls on Shares**

11.1 The Directors may, subject to the provisions of these Articles and to any conditions of allotment, from time to time make calls on the members in respect of any money unpaid on their Shares (whether on account of the nominal value of the Shares or by way of premium), and each member shall (subject to being given at least 14 days' written notice specifying the time or times and place of payment) pay to the Company at the time or times and place specified in the notice the amount called on his Shares.

11.2 A call may be payable by instalments and may be postponed or wholly or partially revoked, as the Directors may determine.

11.3 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.

11.4 The joint holders of a Share shall be jointly and severally liable to pay all calls in respect of jointly held Shares.

11.5 If by the terms of any prospectus or by the conditions of allotment any amount is payable in respect of any Shares by instalments, every such instalment shall be payable as if it were a call duly made by the Directors of which due notice had been given.

11.6 If a sum called in respect of a Share is not paid before or on the day payment is due the person from whom the sum is due shall pay interest on the sum at such rate as may be fixed by the terms of allotment of the Share or, if no rate is fixed, at the appropriate rate (as defined by section 107 of the Act) from the due day for payment to the time of actual payment but the Directors shall be at liberty to waive payment of such interest wholly or in part.

11.7 Any sum which pursuant to the terms of issue of a Share becomes payable on allotment or at any fixed date, whether on account of the amount of the Share or by way of premium, shall for all the purposes of these Articles be deemed to be a call duly made and payable on the date on which the same becomes payable, and in case of non-payment, all the relevant provisions of these Articles as to payment of interest, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

- 11.8 The Directors may make arrangements on the issue of Shares for a difference between the holders in the amount of calls to be paid and in the times of payment.
- 11.9 The Directors may receive from any member willing to advance the same all or any part of the money unpaid on any Shares held by him beyond the sums actually called up on them as a payment in advance of calls and such payment in advance of calls shall extinguish, so far as the same shall extend, his liability on the Shares in respect of which it is advanced. The Company may pay interest on any money so advanced, or so much of it as from time to time exceeds the amount of the calls then made on the Shares in respect of which it has been received, at such rate as the member paying such sum and the Directors agree.
- 11.10 No member shall be entitled to receive any dividend or to be present and vote at any general meeting either personally or (save as proxy for another member) by proxy, or be reckoned in a quorum or to exercise any other privilege as a member unless and until he shall have paid all calls for the time being due and payable on every Share held by him, whether alone or jointly with any other person, together with interest and expenses (if any).
- 11.11 If any uncalled capital of the Company is included in or charged by any mortgage or other security, the Board may delegate on such terms as it thinks fit to the person in whose favour such mortgage or security is executed, or to any other person in trust for him, the power to make calls on the members in respect of such uncalled capital, to sue in the name of the Company or otherwise for the recovery of moneys becoming due in respect of calls so made and to give valid receipts for such moneys. The power so delegated shall subsist during the continuance of the mortgage or security, notwithstanding any change of Directors, and shall be assignable if expressed so to be.

## **12. Forfeiture of Shares**

- 12.1 If a member fails to pay any call or instalment of a call before or on the day payment is due, the Directors may at any time after that date and for so long as any part of such call or instalment remains unpaid, serve a notice on him requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.
- 12.2 The notice shall name a further day (not earlier than 14 days from the date of service of the notice) on which, and the place where the payment required by the notice is to be made and shall state that in the event of non-payment on or before the appointed day at the place appointed, the Shares on which the call was made will be liable to be forfeited.
- 12.3 If the requirements of any such notice are not complied with, any Share in respect of which such notice has been given may at any time after the day on which the notice stated such Shares were liable to be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends which shall have been declared on the forfeited Shares and not actually paid before the forfeiture.

- 12.4 When any Share has been forfeited, notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the Share, but no forfeiture shall be in any manner invalidated by any omission or neglect to give the holder such notice. Subject to the provisions of the Act any Share so forfeited shall be deemed to be the property of the Company, no voting rights shall be exercised in respect of it and the Directors may within three years of such forfeiture sell, re-allot, or otherwise dispose of such Share in such manner as they think fit either to the person who was before the forfeiture the holder of such Share, or to any other person, and either with or without any past or accruing dividends, and in the case of re-allotment, with or without any money paid on it by the former holder being credited as paid up on it. The Board may, for the purposes of the disposal, authorise some person to transfer the Share in question and may enter the name of the transferee in respect of the transferred Share in the Register notwithstanding the absence of any Share certificate being lodged in respect of that Share and may issue a new certificate to the transferee. An instrument of transfer executed by that person shall be as effective as if it had been executed by the holder of, or the person entitled by transmission to, the Share. Any Share not disposed of in accordance with this Article within a period of three years from the date of its forfeiture shall be cancelled.
- 12.5 The Directors may at any time, before any Share so forfeited shall have been cancelled, sold, re-allotted or otherwise disposed of, annul the forfeiture upon such conditions as they think fit.
- 12.6 A person whose Shares have been forfeited shall cease to be a member in respect of the forfeited Shares and shall surrender to the Company for cancellation the certificate for such Shares, but shall, notwithstanding the forfeiture, remain liable to discharge all liabilities which at the date of forfeiture were due to be discharged by him in respect of the Shares and interest on such moneys in accordance with Article 11.6, and the Directors may enforce payment without any allowance for the value of the Shares at the time of forfeiture.
- 12.7 A statutory declaration that the declarant is a Director or the Secretary and that a Share has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share. Such declaration and the receipt of the Company for the consideration (if any) given for the Share on the sale, re-allotment or disposal of it, together with a certificate for the Share delivered to a purchaser or allottee of it, shall (subject to the execution of a transfer if required) constitute a good title to the Share. The person to whom the Share is sold, re-allotted or disposed shall not be bound to see to the application of the consideration (if any), nor shall his title to the Share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, re-allotment or disposal of the Share.
- 12.8 The Directors may accept the surrender of any Share liable to be forfeited pursuant to these Articles and in any such case any reference in these Articles to forfeiture shall include surrender.

- 12.9 The forfeiture of a Share shall involve the extinction at the time of forfeiture of all interest in and all claims and demands against the Company in respect of the Share and all other rights and liabilities incidental to the Share as between the holder whose Share is forfeited and the Company, except only such of those rights and liabilities as are by these Articles expressly saved, or as are by the Acts given or imposed in the case of past members.

### **13. Indemnity Against Claims in Respect of Shares**

- 13.1 Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability on the Company to make any payment, or empowers any government or taxing authority or government official to require the Company to make any payment, in respect of any Shares held either jointly or solely by any members or in respect of any dividends or other monies due or payable or accruing due or which may become due or payable to such member by the Company or in respect of any such Shares or for or on account or in respect of any member, and whether in consequence of:

13.1.1 the death of such member;

13.1.2 the non-payment of any income tax or other tax by such member;

13.1.3 the non-payment of any estate, probate, succession, death, stamp, or other duty by the executor or administrator of such member or by or out of his estate; or

13.1.4 any other act or thing;

the Company in every case:

13.1.5 shall be fully indemnified by such member or his executor or administrator from all liability arising by virtue of such law; and

13.1.6 may recover as a debt due from such member or his executor or administrator (wherever constituted or residing) any monies paid by the Company under or in consequence of any such law, together with interest on it at the rate of 15% per annum on such debt from the date of payment to the date of repayment.

Nothing contained in this Article shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and as between the Company and every such member, his executor, administrator, and estate wherever constituted or situated, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

#### **14. Form of Transfer**

- 14.1 All transfers of Shares shall be effected by transfer in writing in the 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, in the case of a partly paid Share, by the transferee. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the Register in respect of it.

#### **15. Right to Refuse Registration**

- 15.1 The Directors may, in their absolute discretion, and without assigning any reason therefor, refuse to register any transfer of any Share other than transfers effected pursuant to these Articles.

#### **16. Notice of Refusal**

- 16.1 If the Board refuses to register a transfer of a Share it shall within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee. Any instrument of transfer which the Board refused to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.

#### **17. Suspension of Registration of Transfers**

- 17.1 The registration of transfers of any class of Shares may be suspended at such times and for such periods not exceeding 30 days in any year as the Directors may from time to time determine.

#### **18. Fees on Registration**

- 18.1 The Company shall not be entitled to charge any fee in respect of the registration of any instrument of transfer, probate, letters of administration, certificate of marriage or death, power of attorney, stop notice or other document relating to or affecting the title to any shares.

#### **19. Pre-emption**

- 19.1 Subject to Articles 20, 21, 22, 23 and 24 any member, trustee in bankruptcy, personal representative or, in the case of a member which is a company, liquidator, administrator or receiver ("Proposing Transferor") desiring to sell, transfer or otherwise dispose of any Shares which he holds, or sell, transfer or otherwise dispose of any legal or beneficial interest in Shares other than for tax planning purposes or by way of security, shall give notice in writing ("Transfer Notice") to the Company at the Office specifying:-

- 19.1.1 such number of the Shares held by him which he desires to sell ("Sale Shares");

- 19.1.2 the price ("Offer Price") at which the Sale Shares are offered by him and any other terms and conditions attached to the offer;
  - 19.1.3 the third party (if any) to whom he proposes to transfer the Shares if they are not purchased by members pursuant to the following provisions of this Article; and
  - 19.1.4 whether he is willing to transfer part or only all the Sale Shares and if he is willing to transfer part of the Sale Shares, the minimum number, if any, he is prepared to transfer.
- 19.2 A Transfer Notice shall only be revocable with the consent of the Board.
- 19.3 The Transfer Notice or Deemed Transfer Notice shall constitute the Directors the agents of the Proposing Transferor for the sale of the Sale Shares and the Directors shall, within seven days of the receipt of the Transfer Notice, or within seven days of determination of a Fair Price pursuant to Article 23.3, offer the Sale Shares in writing to the other members in proportion to their holdings of the Shares at the date of service of the Transfer Notice.
- 19.4 The offer made pursuant to Article 19.3 ("Offer") shall state:-
- 19.4.1 the number of Sale Shares offered;
  - 19.4.2 the Offer Price, if any, and any other terms and conditions attached to the offer;
  - 19.4.3 the third party specified in the Transfer Notice, if any;
  - 19.4.4 whether the Proposing Transferor is willing to transfer part or only all the Sale Shares and if he is willing to sell part of the Sale Shares, the Minimum Number, if any, he is prepared to transfer;
  - 19.4.5 that, if any member to whom the Offer is made desires to buy less than or more than the number of Sale Shares to which he is entitled, he should in his reply state how many Sale Shares he wishes to buy; and
  - 19.4.6 that if the Offer is not accepted in writing within 15 working days it shall be deemed to have been declined by the recipient.
- 19.5 If notice is not received by the Board accepting or declining the Offer within the 15 working day period referred to in Article 19.4.6. from any member it shall be deemed to have been declined by that member.
- 19.6 If any members have declined to buy the whole or any part of their pro-rata entitlement to the Sale Shares pursuant to the Offer, such excess Sale Shares shall be deemed to have been offered to and accepted by any members who have notified the Board that they wish to buy more than their pro-rata entitlement of Sale Shares and in the case of competition

between members in proportion to the number of Shares which such members who have applied for the excess hold in relation to each other at the date of service of the Transfer Notice or, if less, such number as is indicated by such members in such notifications to the Board, or, if there is no competition, all the excess Sale Shares.

19.7 The Board shall within seven working days of the close of the Offer notify ("Further Notice") the Proposing Transferor and the members to whom the Offer was made of;

19.7.1 the number of Sale Shares accepted under the Offer; and

19.7.2 the identity of the members who have accepted the Offer.

19.8 If a member or members are willing to purchase all the Sale Shares or, where the Proposing Transferor has indicated that he is willing to sell some only of the Sale Shares and the offers exceed any minimum number, then the Proposing Transferor shall be bound to transfer to each purchaser of the Sale Shares the number of Sale Shares being purchased by him upon payment by such purchaser to the Proposing Transferor of the Offer Price for each Sale Share. Payment shall be made within 14 days of the date of the Further Notice.

19.9 If a Proposing Transferor who has become bound to transfer all or any of the Sale Shares, defaults in transferring any of them, the Board may receive the purchase money which shall be paid into a separate bank account. The Board shall, in such a case, within 14 days of payment being made for the relevant Sale Shares nominate some person to execute an instrument or instruments of transfer of the relevant Sale Shares in the name and on behalf of the Proposing Transferor and, when such instrument or instruments have been duly stamped, they shall cause the name of the relevant purchasing member or members to be entered in the Register as the holder or holders of the relevant Sale Shares and shall hold the purchase money in trust for the Proposing Transferor.

19.10 The receipt of the Board for the purchase money shall be a good discharge to the relevant purchasing member or members and after his or their names have been entered in the Register in exercise of the power contained in Article 19.9 the validity of the proceedings shall not be questioned by any person.

19.11 If the Board do not find members willing to purchase:-

19.11.1 all the Sale Shares, where the Transfer Notice stipulated that the Proposing Transferor was willing to sell only all the Sale Shares; or

19.11.2 the minimum number of Sale Shares stated in the Transfer Notice; then

19.11.3 the Offer shall be deemed to be rejected.

19.12 Subject to Article 19.13 where the Offer has been deemed to be rejected, then the Proposing Transferor shall be free (subject to Article 20) at any time within 90 days of

the date of the Further Notice to sell and transfer the Sale Shares on terms and conditions which are the same as any set out in the Offer pursuant to Article 19.4.2 to the third party named in the Offer Notice and at a price per share which is not less than the Offer Price and in any other case to transfer the balance of the unsold Sale Shares on such terms.

- 19.13 Notwithstanding Article 19.12 or anything else in these Articles no Shares registered in the name of Mr Nicholas Milne-Home or Ms. Penny Heyes (or their Permitted Transferees) shall be transferred to any person, other than a member, in the twenty-four month period following the adoption of these Articles without the prior written consent of all the other members.

## **20. Right of Tag-Along**

- 20.1 If one or more transfers of shares to a third party would result in that third party acquiring or holding in aggregate Ordinary Shares carrying over 50 per cent of the rights to attend and vote at general meetings of the Company, then before any Share is transferred to or registered in the name of that third party, that third party shall make a written offer to all holders of Shares to purchase all issued Shares held by each member at the price he has offered or agreed with the Proposing Transferor (being no less than the price stated as being offered by him in any Transfer Notice). The acquiring third party shall complete the purchase of all Shares in respect of which such offer is accepted at the same time as he completes the purchase of the Sale Shares of the Proposing Transferor. Articles 19.9 and 19.10 shall apply, with any necessary adaptations, to any transfer to be made under this Article 20. The acceptance by any member of such offer shall not require the accepting member to give a Transfer Notice in accordance with these Articles.

## **21. Right of Bring-Along**

- 21.1 In the event that:

- 21.1.1 a bona fide offer on arm's length terms is extended to all members under Article 20 ("Full Offer") and such Full Offer is accepted by Shareholders holding more than 50 per cent of the Ordinary Shares having the right to attend and vote at general meetings of the Company; and
- 21.1.2 the offeror is not willing to purchase the Shares of those members who accepted the Full Offer ("Accepting Members") unless all the members accept the Full Offer; then
- 21.1.3 the members who have accepted the Full Offer, may within 28 days of the close of the Full Offer serve on those members who have not accepted the Full Offer ("Rejecting Members") a written notice signed by each Accepting Member requiring the Rejecting Members to sell all Shares registered in their names to the offeror or acquire all the shares of the Accepting Members at the price offered by the offeror ("Mandatory Transfer Notice").

21.2 If a Mandatory Transfer Notice is served on any Rejecting Member, that Rejecting Member shall, within 28 days of the date of the Mandatory Transfer Notice either accept and complete the Full Offer or offer to buy and complete the acquisition of all the Shares of the Accepting Members on terms identical to those of the Full Offer.

21.3 Articles 19.9 and 19.10 shall apply, with any necessary adaptations, to any transfer to be made under this Article 21.

## 22. **Permitted Transfers**

22.1 Articles 19, 20 and 21 shall not apply to a transfer of Shares by any member to any of the following persons ("Permitted Transferee"):

22.1.1 to the trustees of a settlement or trust under which the trustees are to hold the Shares on trusts, the terms of which must throughout the period of its ownership of such Shares ensure that the absolute beneficial entitlement in such Shares can only pass to any person who is or may become a beneficiary under the terms of such settlement or trust who is also a member's spouse or lineal descendant of that member and/or that member who created the settlement or trust and that no power or control over the voting powers conferred by such Shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees ("Permitted Family Trust");

22.1.2 to any company which is controlled by the relevant member or the relevant member together with any number of other members;

22.1.3 in the case of a member which is a company, to any subsidiary or holding company of that member or subsidiary of that holding company, or in the case of Atrio Holdings Limited to Mr David Carman or a person who would be his Permitted Transferee were he a member.

22.2 If any Shares are held by any company or trust which subsequently ceases to be a Permitted Transferee such company or trust shall transfer such Shares, within 30 days of it ceasing to be a Permitted Transferee, to either the member or any Permitted Transferee of the member of whom the company or trust was a Permitted Transferee at the date of the transfer of the Shares to it.

22.3 If any Shares have, pursuant to the provisions of Article 22.1.2 come to be held by trustees of a settlement or trust and in the reasonable opinion of the Board the absolute beneficial entitlement to or control of any such shares so held has passed or is about to pass to persons other than the permitted beneficiaries referred to in Article 22.1.2 or any Shares have, pursuant to the provisions of Articles 22.1.2 and 22.1.3 been transferred to any company which ceases or is about to cease to be controlled by the relevant member or members referred to in Articles 22.1.2 and 22.1.3, the Board may by notice in writing to the registered or last known address of the holder of the Shares concerned direct that

until such Shares are transferred to the relevant member or a Permitted Transferee of that member or (if earlier) further notice from the Board:-

- 22.3.1 any transfer of the relevant shares shall be void (other than a transfer to the relevant member or his Permitted Transferees);
  - 22.3.2 no voting rights shall be exercisable in respect of the relevant shares;
  - 22.3.3 no further Shares shall be issued as of right to the member concerned or in pursuance of any offer made to the holder of them;
  - 22.3.4 except in a liquidation, no payment shall be made of any sums due from the Company on the relevant shares whether in respect of capital or otherwise.
- 22.4 The Board may by notice in writing remove or relax any of the restrictions referred to in Article 22.3 in whole or in any particular case at any time and will in any case remove any such restriction upon the rectification of the matters set out in that Article to their satisfaction.

## **23. Deemed Transfer**

### **23.1 If any member:**

- 23.1.1 enters into any composition arrangement with his or its creditors generally;
- 23.1.2 being a company, is placed in voluntary liquidation or amalgamation or if any order is made for its compulsory liquidation;
- 23.1.3 being a company, has an administrator or receiver or other encumbrancer appointed over the whole or any part of its assets or undertaking or suffers any similar act in consequence of debt;
- 23.1.4 commits an act of bankruptcy or has a receiving order made against him;
- 23.1.5 being an employee or consultant of the Company, any service or consultancy agreement between him and the Company is terminated for whatever reason; or
- 23.1.6 dies;

then that member shall be deemed to have served a Transfer Notice ("Deemed Transfer Notice"). Further, for the purposes of this Article 23, the occurrence in respect of David Carman of any of the events referred to in Articles 23.1.1, 23.1.4, 23.1.5 or 23.1.6 shall be deemed to be an event triggering the service of a Deemed Transfer Notice, such Deemed Transfer Notice to take effect in respect of the shareholding of Atrio Holdings Limited.

23.2 A Deemed Transfer Notice shall be deemed to state that:-

23.2.1 the Shares registered in the name of that member are offered for sale;

23.2.2 the deemed Proposing Transferor is prepared to sell part only of such deemed Sale Shares and that there is no minimum number below which he is not prepared to sell; and

23.2.3 the Offer Price is the "Fair Price" determined in accordance with Article 23.3.

23.3 The "Fair Price" shall be determined by independent chartered accountants acting as experts and not as arbitrators, who shall determine the fair value of the Company as at the date of the event referred to in Article 23.1 taking into account the provisions of these Articles and shall then value the relevant shares as if the entire Company were being sold for that fair value. The Board shall instruct the independent chartered accountants to certify a fair value within 28 days of the Deemed Transfer Notice being deemed to be served. The certificate of such chartered accountants shall be conclusive and binding on the Shareholders and their fees for such certificate shall be borne by the Company. For the purposes of Article 19.3, the directors shall make the Offer within seven days of receiving the certificate of the chartered accountants pursuant to this Article.

23.4 If a member has become bound to transfer his Shares pursuant to this Article 23 and defaults in doing so then the Board may receive the purchase money which shall be paid into a separate bank account. The Board shall, in such a case, within 14 days of payment being made for the Shares nominate some person to execute an instrument or instruments of transfer of the relevant Shares in the name and on behalf of that member and, when such instrument or instruments have been duly stamped, they shall cause the name of the relevant purchasing member or members to be entered in the Register as the holder or holders of the relevant Shares and shall hold the purchase money in trust for that member.

## **24. Transmission of Shares on Death**

24.1 Subject to Article 23, if a member dies, the survivors or survivor where he was a joint holder, and his executors or administrators where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the Shares, but nothing in this Article shall release the estate of a deceased member from any liability in respect of any Share which has been solely or jointly held by him.

## **25. Election of Person Entitled by Transmission**

25.1 Any person becoming entitled to a Share in consequence of the death or bankruptcy of a member may, upon such evidence as to his title being produced as may from time to time be required by the Directors, elect either to be registered himself as the holder of the Share or to have some person nominated by him registered as the holder of it.

- 25.2 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, by way of election, sign a transfer of the Share in favour of that person. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer signed by such member.

## **26. Rights on Transmission**

- 26.1 Where a person becomes entitled to a Share in consequence of the death or bankruptcy of any member, or of any other event giving rise to a transmission of such entitlement by operation of law, the rights of the holder in relation to such Share shall cease.
- 26.2 A person becoming entitled to a Share in consequence of the death or bankruptcy of a member or any other event giving rise to a transmission of such entitlement by operation of law, shall be entitled to receive and may give a good discharge for all benefits arising or accruing on or in respect of the Share but he shall not in respect of that Share be entitled to receive notices of or to attend or vote a meetings of the Company or at any separate meetings of the holders of any class of Shares, until he shall have become a member in respect of that Share.
- 26.3 The Board may at any time give notice requiring any such person to elect to be registered himself or to transfer the Share. If the notice is not complied with, the Board may withhold payment of all dividends and other moneys payable in respect of such Share until such notice has been complied with.

## **27. Creation of Stock**

- 27.1 The Company may by ordinary resolution convert any paid up shares into stock and re-convert any stock into paid up shares of any denomination.

## **28. Increase of Capital**

- 28.1 The Company may from time to time by ordinary resolution increase its capital by such sum, to be divided into Shares of such amounts, as the resolution may prescribe.
- 28.2 All new Shares shall be subject to the provisions of these Articles with reference to payment of calls, liens, forfeiture, transfer, transmission and otherwise, and, unless otherwise provided by these Articles, by the resolution creating the new Shares, or by the conditions of issue, the new shares shall be unclassified Shares.

## **29. Consolidation, Cancellation and Subdivision**

### **29.1 The Company may from time to time by ordinary resolution:-**

- 29.1.1 consolidate and divide all or any of its Share capital into Shares of larger amounts than its existing Shares;
- 29.1.2 subdivide its Shares, or any of them, into Shares of smaller amounts than is fixed by the memorandum of association (subject nevertheless to the provisions of the Acts), and so that the resolution pursuant to which any Share is sub-divided may determine that, as between the holders of the Shares resulting from such subdivision, one or more of the Shares may have any such preferred or other special rights over or may have such deferred rights or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new Shares; or
- 29.1.3 cancel any Shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person, and diminish the amount of its Share capital by the amount of the Shares so cancelled.

## **30. Reduction of Share Capital**

- 30.1 The Company may by special resolution reduce its authorised and issued Share capital and any capital redemption reserve fund and any Share premium account in any manner authorised by the Acts and diminish the amount of its Share capital by the amount of the Shares so cancelled.

## **31. Purchase of Own Shares**

- 31.1 Subject to the provisions of the Acts, the Company may purchase its own Shares (including any redeemable Shares).

## **32. Fractions**

- 32.1 Whenever as a result of any consolidation of Shares any members would become entitled to fractions of a Share, the Directors may for the purpose of eliminating such fractions sell the Shares representing the fractions for the best price reasonably obtainable and distribute the proceeds of sale in due proportion among the members who would have been entitled to the fractions of Shares.
- 32.2 For the purpose of any such sale, the Directors may authorise some person to transfer the Shares representing the fractions to the purchaser of them, whose name shall then be entered in the Register as the holder of the Shares, and who shall not be bound to see to the application of the purchase money, and the title to the Shares of such purchaser shall not be affected by any irregularity or invalidity in the proceedings in reference to the sale.

## **PART II - MEMBERS MEETINGS**

### **GENERAL MEETINGS**

#### **33. Annual General Meeting**

- 33.1 Subject to the provisions of the Acts and any elective resolution in force from time to time, the annual general meeting shall be held at such time and place as the Board may determine.

#### **34. Extraordinary General Meetings**

- 34.1 All general meetings other than annual general meetings shall be called extraordinary general meetings.

#### **35. Convening of Extraordinary General Meetings**

- 35.1 The Board may call an extraordinary general meeting whenever it thinks fit (and shall do so when required by the Acts) and extraordinary general meetings shall also be convened on such requisition, or in default may be convened by such requisitions, as provided by the Acts.

### **NOTICE OF GENERAL MEETINGS**

#### **36. Length of Notice**

- 36.1 Subject to the provisions of the Acts, an annual general meeting and an extraordinary general meeting for the passing of a special resolution shall be called by at least 21 clear days' notice, and all other general meetings shall be called by at least 14 clear days' notice.

#### **37. Content of Notice**

- 37.1 The notice shall specify:-
- 37.1.1 whether the meeting is an annual general meeting or an extraordinary general meeting;
  - 37.1.2 the place, the day and the time of the meeting;
  - 37.1.3 in the case of special business, the general nature of that business;
  - 37.1.4 if the meeting is convened to consider a special or extraordinary resolution, the intention to propose the resolution as such; and

- 37.1.5 with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member.

**38. Who Notice is Given To**

- 38.1 Notices shall be given to all members, other than those who under the provisions of these Articles or under the rights attached to the Shares held by them are not entitled to receive the notice, and to the Auditors.

**39. Deemed Short Notice**

- 39.1 A meeting of the Company shall be deemed to have been duly called, irrespective of the length of notice given, if it is so agreed:

39.1.1 in the case of a meeting called as an annual general meeting, by all the members entitled to attend and vote at that meeting; and

39.1.2 in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right or such lesser percentage, being not less than 90 per cent, as may be specified by any elective resolution in force from time to time.

**40. Omission to Give Notice**

- 40.1 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

- 40.2 Where by any provision of the Acts special notice is required of a resolution, the resolution shall not be effective unless notice of the intention to move it has been given to the Company not less than 28 days (or such shorter period as the Act permits) before the meeting at which it is moved, and the Company shall give to its members, subject as in these Articles provided, notice of any such resolution as provided by the Acts.

**PROCEEDINGS AT GENERAL MEETINGS**

**41. Special Business**

- 41.1 All business that is transacted at a general meeting shall be deemed special, except the following transactions at an annual general meeting:-

41.1.1 the declaration of dividends;

- 41.1.2 the receipt and consideration of the annual accounts and the reports of the Directors and the Auditors;
- 41.1.3 the election or re-election of Directors;
- 41.1.4 the fixing of the Directors' fees;
- 41.1.5 the reappointment of the Auditors retiring (unless they were last appointed otherwise than by the Company in general meeting) and the fixing of the remuneration of the Auditors or the determination of the manner in which such remuneration is to be fixed.

## **42. Quorum**

- 42.1 No business shall be transacted at any general meeting unless a quorum is present. Save as otherwise provided in these articles, the quorum necessary for the transaction of business at a general meeting shall be two persons entitled to vote at the meeting each being a member or a proxy for a member or a representative of a corporation which is a member (duly appointed as such in accordance with the Act) and one of such two persons must be a representative of Atrio Holdings Limited.

## **43. If Quorum Not Present**

- 43.1 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of, or by, members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Board may determine, not being less than 14 nor more than 28 days after the inquorate meeting.
- 43.2 No business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

## **44. Chairman**

- 44.1 The Chairman of the Board from time to time shall preside at every general meeting of the Company. If there be no such Chairman or if at any meeting he shall not be present within 15 minutes after the time appointed for holding the meeting, or shall be unwilling to act as Chairman, the Directors present shall choose one of their number to act or, if there is only one Director present, he shall be Chairman if willing to act. If there is no Director present and willing to act, the members present and entitled to vote shall choose one of their number to be Chairman of the meeting.
- 44.2 The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business

which might lawfully have been transacted at the meeting from which the adjournment took place.

#### **45. Method of Voting**

45.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless before or on the declaration of the result of the show of hands a poll is demanded:-

45.1.1 by the Chairman;

45.1.2 by not fewer than five members present in person or by proxy and entitled to vote at the meeting;

45.1.3 a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or

45.1.4 by a member or members holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right.

#### **46. Effect of Declaration that Resolution Carried**

46.1 Unless a poll is so demanded, a declaration by the Chairman that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the book containing the minutes of the proceedings of general meetings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

#### **47. Conduct of Poll**

47.1 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to demand or join in demanding a poll.

47.2 If any votes are counted which ought not to have been counted or might have been rejected, or if any votes are not counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, or at any adjournment of it.

47.3 If a poll is duly demanded, it shall be taken in such manner as the Chairman may direct (including the use of ballot or voting papers or tickets), and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The Chairman may, in the event of a poll, appoint scrutineers (who need not be members), and may fix some place and time for the purpose of declaring the result of the poll.

- 47.4 A poll demanded on the election of a Chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken immediately or at such time and place as the Chairman directs not being more than 30 days from the date of the meeting or the adjourned meeting at which the poll was demanded.
- 47.5 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.
- 47.6 A demand for a poll may be withdrawn and no notice need be given of a poll not taken immediately.
- 48. No Casting Vote at General Meeting**
- 48.1 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a further or casting vote.

## **VOTES OF MEMBERS**

### **49. Number of Votes**

- 49.1 Subject to any special rights or restrictions as to voting attached to any Share by or in accordance with these Articles, on a show of hands every member who, (being an individual) is present in person, or (being a corporation) is present by a duly authorised representative or proxy shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every Share of which he is the holder.
- 49.2 In the case of joint holders of a Share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the Share.
- 49.3 On a poll votes may be given either in person or by proxy and a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

### **50. Incapacity**

- 50.1 A member who is a patient within the meaning of the Mental Health Act 1983 may vote, whether on a show of hands or on a poll, by his committee, receiver, curator bonis, or other person appointed by such court (who may on a poll vote by proxy) provided that such evidence as the Directors may require of the authority of the person claiming to vote shall have been deposited at the office not less than 48 hours before the time for holding the meeting or adjourned meeting at which such person claims to vote.

- 50.2 No member shall, unless the Directors otherwise determine, be entitled in respect of any Shares held by him to vote at any general meeting either in person or by proxy, or to exercise any privilege as a member if any calls or other sums presently payable by him in respect of those Shares have not been paid.

## **51. Objections**

- 51.1 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman, whose decision shall be final and conclusive.

## **52. Proxies**

- 52.1 Any person, whether a member or not, may be appointed to act as a proxy. A member may appoint more than one proxy to attend on the same occasion. Deposit of an instrument of proxy shall not preclude a member from attending and voting in person at the meeting or any adjournment of that meeting.
- 52.2 The instrument appointing a proxy shall be in writing in any usual or common form, or such other form as may be approved by the Directors, and shall be signed by the appointor or by his agent duly authorised in writing, or, if the appointor is a company, shall be either under its common seal or under the hand of an officer or agent duly authorised.
- 52.3 The instrument appointing a proxy and the authority (if any) under which it is signed, or a certified copy of such authority, shall be deposited at the Office, or at such other place in the United Kingdom as is specified for that purpose (if any) in the notice calling the meeting, or in any instrument of proxy sent out by the Company in relation to the meeting, 48 hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote or such shorter period or such other place as may be permitted by the Board including, without limitation, delivery at the meeting.
- 52.4 A vote given in accordance with the terms of an instrument of proxy shall be valid, notwithstanding the previous death or insanity of the principal, or the revocation of the instrument of proxy or of the authority under which the instrument of proxy was executed, provided that no intimation in writing of such death, insanity or revocation has been received by the Company at the Office 3 hours at least before the commencement of the meeting or adjourned meeting at which the instrument of proxy is used.

## **53. Written Resolutions**

- 53.1 Anything which may be done by the Company by resolution of the Company in general meeting or by resolution of any class of members of the Company may be done without a meeting and without any previous notice being required, by resolution in writing signed

by or on behalf of all the members of the Company who at the date of the resolution would be entitled to attend and vote at such meeting. The signatures need not be on a single document provided each is on a document which accurately states the terms of the resolution. The date of the resolution shall be the date on which it is signed by or on behalf of the last member to sign. In respect of joint holders where the resolution is signed by one of them it shall be deemed to be signed by both.

#### **54. Corporations Acting by Representatives**

- 54.1 Any company which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the company and such corporation shall for the purposes of these Articles be deemed to be present in person at any such meeting if a person so authorised is present at that meeting.

### **PART III - DIRECTORS**

#### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

#### **55. Number of Directors**

- 55.1 Unless and until otherwise determined by the Company by ordinary resolution the number of Directors shall not be less than 2 and there shall be no maximum number of directors.

#### **56. Appointment and Renewal of Directors**

- 56.1 The Board shall 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 but so that the total number of Directors shall not at any time exceed the maximum number of Directors (if any) fixed by or in accordance with these Articles and to remove any Director other than any Director appointed pursuant to a Right of Appointment provided that the total number of Directors shall not at any time be less than the minimum number of Directors (if any) fixed by or in accordance with these Articles.

#### **57. Employment of Directors**

- 57.1 Any contract of employment entered into by a Director with the Company shall not include a term that it is to be for a period exceeding five years unless such term is first approved by ordinary resolution of the Company.

## **58. Age of Directors**

- 58.1 No person shall be or become incapable of being appointed a Director by reason of his having attained the age of 70 or any other age, nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person and no Director shall vacate his office at any time by reason of the fact that he has attained the age of 70 or any other age.

## **59. Disqualification and Removal of Directors**

- 59.1 The office of a Director shall be vacated in any of the following events:-

- 59.1.1 if not being a Director who has agreed to serve as a Director for a fixed term he resigns his office by notice in writing under hand sent to or left at the Office
- 59.1.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally
- 59.1.3 if in England or elsewhere an order is made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs
- 59.1.4 if he is absent from meetings of the Directors for six successive months without leave, and his alternate Director (if any) shall not during such period have attended in his stead, and the Directors resolve that his office be vacated
- 59.1.5 if he ceases to be a Director by virtue of any provision of the Acts or pursuant to these Articles
- 59.1.6 if he become prohibited by law from being a Director.

## **60. Executive Directors**

- 60.1 Subject to the provisions of the Acts, the Directors may from time to time appoint one or more of their body to be managing director or joint managing directors of the Company or to hold such other executive office in relation to the management of the business of the Company as they may decide either for a fixed term or without any limitation as to the period for which he or they is or are to hold such office, and may, from time to time (subject to the provisions of any service contract between him and the Company and without prejudice to any claim for damages he may have for breach of any such service contract), remove or dismiss him or them from such office and appoint another or others in his or their place or places.
- 60.2 An executive Director shall (without prejudice to any claim for damages any such executive Director may have for breach of any service contract between him and the

Company) be subject to the same provisions as to removal and as to vacation of office as the other Directors of the Company. If he ceases to hold the office of Director for any reason, he shall automatically immediately cease to hold any executive Directors post held by him.

60.3 The salary, remuneration and other terms of employment of any executive Director shall be determined by the Board.

60.4 The Directors may delegate to any executive Director any of the powers exercisable by them as Directors, other than the power to make calls or forfeit shares, upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

## **61. Alternate Directors**

61.1 Any Director may at any time appoint any person approved by the Board to be an alternate Director of the Company, and may at any time remove any alternate Director so appointed by him from office and, subject to Board approval, appoint another person in his place.

61.2 Subject to his giving to the Company an address in the United Kingdom at which notices may be served upon him, an alternate Director shall be entitled to receive notices of all meetings of the Directors, and to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in the absence of such appointor.

61.3 An alternate Director shall immediately cease to be an alternate Director on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases for any reason to be a Director, provided that if any Director retires whether by rotation or otherwise but is reappointed by the meeting at which such retirement took effect, any appointment made by him pursuant to Article 61.1 which was in force immediately prior to his retirement shall continue to operate after his re-appointment as if he had not so retired.

61.4 All appointments and removals of alternate Directors shall be effected by notice in writing under the hand of the Director making or revoking such appointment sent to or left at the Office.

61.5 An alternate Director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him as shall be agreed between the alternate Director and the Director appointing him.

## **POWERS AND DUTIES OF DIRECTORS**

### **62. Powers of the Board**

- 62.1 Subject to the provisions of these Articles, the Acts, and to such directions (whether or not inconsistent with these Articles) given by the Company by special resolution the business of the Company shall be managed by the Directors who may exercise all powers of the Company. No such direction and no alteration of these Articles shall invalidate any prior act of the Directors which would have been valid if such direction or alteration had not been given or made. The matters to which the Directors shall have regard in the performance of their functions shall include the interests of the Company given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

### **63. Location of Management**

- 63.1 The Directors may from time to time provide for the management and transaction of the affairs of the Company in any specified locality, whether at home or abroad, in such manner as they think fit, and the provisions contained in the two next following Articles shall be without prejudice to the general powers conferred by this Article.

### **64. Delegation to Committees**

- 64.1 The Directors may establish any councils, committees, local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any council, committee, local board, manager or agent any of the powers, authorities and discretions vested in the Directors, with power to subdelegate, and may authorise the members of any local board, or any of them, to fill any vacancies in such body, and to act notwithstanding vacancies. Any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected by such annulment or variation.

### **65. Appointment of Agents**

- 65.1 The Directors may from time to time, and at any time, appoint (whether by power of attorney or otherwise) any company, firm or person, or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the agent of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such

agent as the Directors may think fit, and may also authorise any such agent to sub-delegate all or any of the powers, authorities and discretions vested in him.

## **66. Pensions and Gifts**

- 66.1 The Directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to, any persons who are or were at any time Directors of or in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or any such subsidiary or of any of the predecessors in business of the Company or any such other company and to the wives, widows, families and dependants of any such persons.
- 66.2 Subject to the proposed payment being disclosed to the members of the Company and to the proposal being approved by the Company by ordinary resolution, if the Act shall so require, any Director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.
- 66.3 The Directors may also establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of, the Company or of any company, or person referred to in Article 66.1, and make payments for or towards the insurance of any such person and subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

## **67. Powers in Relation to Subsidiaries and Other Companies**

- 67.1 The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company or exercisable by them as directors of such other company in such manner in all respects as they think fit, including the exercise of such powers in favour of any resolution appointing themselves or any of them directors or other officers or servants of such company or voting or providing for the payment of remuneration to such officers or servants.

## **68. Cheques etc**

- 68.1 All cheques, promissory notes, drafts, bills of exchange and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, in such manner as the Directors may from time to time by resolution determine.

## **69. Borrowing Powers**

- 69.1 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital, or any part of it, and

subject to the provisions of the Act, to issue debentures and other securities whether outright or as collateral security for any debt, liability or obligation of the Company or any holding company of the Company.

69.2 The Directors may secure or provide for the payment of any moneys to be borrowed, raised or payable by the Company by a mortgage of or charge on all or any part of the undertaking or property of the Company, both present and future, and upon any capital remaining unpaid on the Shares whether called up or not, or by any other security, and the Directors may confer on any mortgagees or persons in whom any debenture or security is vested, such rights and powers as they think necessary or expedient; and they may vest any property of the Company in trustees for the purpose of securing any moneys so borrowed or raised, and confer on the trustees or any receiver to be appointed by them or by any debenture-holder such rights and powers as the Directors may think necessary or expedient in relation to the undertaking or property of the Company or the management or the realisation of it or the making, receiving, or enforcing of calls upon the members in respect of unpaid capital, and otherwise, and may make and issue debentures to trustees for the purpose of further security. Any such trustees may be remunerated in such amount and manner as the Directors think fit.

69.3 The Directors shall keep a register of charges in accordance with the Acts.

#### **70. Remuneration of Directors**

70.1 The Company by ordinary resolution may vote fees to the Directors, which shall (unless otherwise determined by the resolution by which it is voted) be divided among the Directors as they may agree, or failing agreement, equally. The Directors' fees shall be deemed to accrue from day to day.

70.2 Any Director who serves on any committee or who devotes special attention to the business of the Company, 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, participation in profits or otherwise as the Directors or Company by ordinary resolution may determine.

70.3 If, in the opinion of the Directors, it is desirable that any of their number should make any special journeys or perform any special services on behalf of the Company or its business, the such Director or Directors may be paid such reasonable additional remuneration and expenses therefor as the Directors may from time to time determine.

#### **71. Directors Expenses**

71.1 The Directors shall also be entitled to be paid all travelling, hotel and other expenses properly incurred by them in connection with the business of the Company or in attending and returning from meetings of the Directors or of committees of the directors or general meetings, and if in the opinion of the Directors it is desirable that any of their number should make any special journeys or perform any special services on behalf of

the Company or its business, such Director or Directors may be paid such reasonable additional remuneration and expenses therefor as the Directors may from time to time determine.

## **DIRECTORS' INTERESTS**

### **72. Holding of Additional Posts in Company**

- 72.1 A Director, including an alternate Director, may hold any other office or place of profit in the Company (other than the office of auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to tenure of office, remuneration and otherwise as the Directors may determine.

### **73. Directors Contracting With the Company**

- 73.1 Subject to the Act and Articles 73.2 and 73.3 no Director, intending Director or alternate Director, shall be disqualified by his office from contracting with the Company either with regard to his tenure of any other office or place of profit, or as buyer, seller or otherwise, nor any contract or arrangement entered into by or on behalf of the Company in which any Director is in any way, whether directly or indirectly, interested, be liable to be avoided, nor shall any Director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement, by reason of such Director holding that office or his fiduciary relationship with the Company.
- 73.2 A Director, including an alternate Director, who 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 Board meeting. In the case of a proposed contract the declaration shall be made at the Board meeting at which the question of entering into the contract is first taken into consideration, or, if the Director was not at the date of that meeting interested in the proposed contract, at the next Board meeting held after he became so interested. In a case where the Director becomes interested in a contract after it is made, the declaration shall be made at the first Board meeting held after the Director becomes so interested. In a case where the Director is interested in a contract which has been made before he was appointed a Director, the declaration shall be made at the first meeting of the Directors held after he is so appointed.
- 73.3 For the purposes of Article 73.2, a general notice given to the Board by any Director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with such company or firm shall be deemed a sufficient declaration of interest in relation to any contract so made.
- 73.4 Unless a Director has complied with the provisions of these Articles, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interest in shares or debentures

or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

73.5 A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

73.5.1 the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries

73.5.2 the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security

73.5.3 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting

73.5.4 any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer creditor or shareholder or otherwise, provided that he is not the holder of or beneficially interested in three per cent or more of any class of the equity share capital of such company (or of any third company through which his interest is derived) or of the voting rights available to members of the relevant company

73.5.5 any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue for taxation purposes.

73.5.6 any contract, arrangement, transaction or proposal concerning the adoption, modification or operation of any scheme for enabling employees including full time executive directors of the company and/or any subsidiary to acquire shares of the Company or any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits in a similar manner to employees.

**74. Interests in Related Companies**

- 74.1 Any Director, including an alternate Director, may continue to be or become a Director or other officer or member of or otherwise interested in any other company promoted by the Company or in which the Company may be interested, as a member or otherwise, or which is a holding company of the Company or a subsidiary of any such holding company and no such Director shall be accountable for any remuneration or other benefits received by him as a director or other officer or member of, or from his interest in, any such other company.

**75. Directors Interest in Own Appointment**

- 75.1 A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination of his appointment. If as a result of this Article there is an insufficient number of Directors for a quorum on any such resolution, the quorum in respect of such resolution shall be reduced to the number of Directors who are entitled to vote and count in the quorum on any such resolution provided always that there is at least one such Director.
- 75.2 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the company is interested, such proposals shall be divided and considered in relation to each Director separately and in such cases each of the Directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

**76. Chairman's Ruling Conclusive on Directors Interest**

- 76.1 If any question arises at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote or be counted in the quorum and such question is not resolved by his voluntarily agreeing to abstain from voting or not being counted in the quorum, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director (other than himself) shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

**77. Directors Resolution Conclusive on Chairman's Interest**

- 77.1 If any question arises at any meeting as to the materiality of the Chairman's interest or as to the entitlement of the Chairman to vote or be counted in a quorum, and such question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, such question shall be decided by resolution of the Directors or committee members present at the meeting (excluding the Chairman), whose majority vote shall be final and conclusive.

## **PROCEEDINGS OF DIRECTORS**

### **78. Company May Suspend or Relax Provisions**

- 78.1 Subject to the provisions of the Act, the Company may by ordinary resolution suspend or relax the provisions of Articles 72 to 75, either generally or in respect of any particular matter, or ratify any transaction not duly authorised by reason of a contravention of these Articles.

### **79. Board Meetings**

- 79.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

### **80. Voting at Board Meetings (No Casting Vote)**

- 80.1 Questions arising at any Board meeting shall be determined by a majority of votes. In case of an equality of votes the Chairman shall not have a second or casting vote. A Director who is also an alternate Director shall be entitled, in the absence of the Director whom he is representing, to a separate vote on behalf of such Director in addition to his own vote.

### **81. Convening of Board Meetings**

- 81.1 A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.

### **82. Notice of Board Meetings**

- 82.1 Notice of Board meetings shall be deemed to be duly given to a Director if it is given to him personally or by word of mouth (including by telephone) or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the United Kingdom may request the Board that notices of Board 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, whether or not out of the United Kingdom.

### **83. Board Quorum**

- 83.1 The quorum necessary for the transaction of the business of the Directors may be fixed by ordinary resolution of the members and unless so fixed at any other number shall be two and shall, for as long as Mr David Carman is a director include Mr Carman. For the purposes of this Article an alternate Director shall be counted in a quorum, but so that not fewer than two individuals shall constitute a quorum.

83.2 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place.

83.3 If at such adjourned meeting a quorum is not present within 15 minutes from the time appointed for holding the meeting, the Director or Directors present in person or by their alternates shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place.

83.4 No business shall be transacted at any adjourned meeting other than business which might properly have been transacted at the meeting from which the adjournment took place.

#### **84. Participation by Telephone or Video Conference Facility**

84.1 Any Director or his alternate may validly participate in a Board meeting or a committee of the Board by conference telephone or video conference or similar equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the Chairman of the meeting then is.

#### **85. Powers of Directors Being Less Than Minimum Number**

85.1 The continuing Directors may act notwithstanding any vacancy in their body, provided that if the number of the Directors be less than the prescribed minimum, the remaining Director or Directors shall (and are empowered by this Article to do so) forthwith convene a general meeting of the Company for the purpose of appointing an additional Director or additional Directors to make up such minimum. If there be no Director or Directors able or willing to act, then any two members may summon a general meeting for the purpose of appointing Directors. Any additional Director so appointed shall, subject to the provisions of the Act and these Articles, hold office only until the dissolution of the annual general meeting of the Company next following such appointment unless he is re-elected during such meeting.

#### **86. Appointment of Chairman of Board**

86.1 The Directors may from time to time elect from their number a chairman and a deputy chairman and determine the period for which he is to hold office and any person so elected shall be removed immediately at the request of any Director or any member of the Company. The Chairman, or in his absence, the deputy chairman, or in the absence of both of them, some other Director nominated by either of them in writing, shall preside at all meetings of the Directors, but if no such chairman or deputy chairman be elected,

or if at any meeting neither the Chairman, the deputy chairman nor such other Director be present within five minutes after the time appointed for holding the same, or if none of them be willing to act as Chairman, the Directors present may choose one of their number to be Chairman of the meeting.

#### **87. Written Resolutions**

- 87.1 A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of Directors, shall be as effective as a resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents in the like form each signed by one or more of the Directors. Such resolution need not be signed by an alternate Director if it is signed by the Director who appointed him and need not be signed by the appointing Director if it is signed by his alternate.
- 87.2 For a written resolution to be effective it shall not be necessary for it to be signed by a Director who is prohibited by these Articles from voting on it or his alternate.
- 87.3 Article 87.1 shall apply to resolutions of committees of the Board with such adaptations as are necessary.

#### **88. Proceedings of Committees**

- 88.1 All committees of the Board shall, in the exercise of the powers delegated to them and in the transaction of business, conform to any mode of proceedings and regulations which the Board may prescribe and otherwise shall be governed by such of these Articles as regulate the proceedings of the Board as are capable of applying.

#### **89. Validity of Meetings**

- 89.1 All acts done in good faith by any meeting of Directors, or of a committee of Directors, or by any person acting as Director, shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person so acting, or that they or any of them were disqualified, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

### **LIABILITY OF DIRECTORS**

#### **90. Right to Indemnity**

- 90.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may be otherwise entitled, every Director, alternate Director, Secretary or other officer of the Company shall, unless the Company by special resolution decides otherwise, be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution or discharge of his duties or exercise of his powers or otherwise in relation to such duties

or powers, including (without prejudice to the generality of the above) any liability incurred defending any proceedings (whether 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 in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which relief is granted to him by any court of competent jurisdiction from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

**91. Power to Insure**

- 91.1 Subject to the provisions of the Act, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer or employee of the Company or of any other company which is a subsidiary or subsidiary undertaking of the Company or in which the Company has an interest whether direct or indirect or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such other company or subsidiary undertaking is or has been interested indemnifying such person against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, officer, employee or trustee.

**92. Secretary**

- 92.1 The secretary shall be qualified in accordance with the provisions of the Act and shall be appointed and may be removed by the Directors.
- 92.2 Anything by the Act required or authorised to be done by or to the secretary may, if the office is vacant or there is for any other reason no secretary capable of acting, be done by any assistant or deputy secretary or, if there is no assistant or deputy secretary capable of acting, by any officer of the Company authorised generally or specially in that behalf by the Directors, provided that any provision of the Act or of these Articles requiring or authorising a thing to be done by a Director and secretary shall not be satisfied by its being done by the same person acting both as Director and as, or in the place of, the secretary.

**93. Minutes**

- 93.1 The Directors shall cause minutes to be made of:-
- 93.1.1 all appointments of officers and committees made by the Directors and of their salary or remuneration; and
- 93.1.2 the names of the Directors present at each meeting of Directors and of any committee of Directors, and all business transacted at such meetings; and

- 93.1.3 all orders, resolutions and proceedings at all meetings of the Company, meetings of the holders of any class of shares in the Company and of the Directors and of committees of Directors.
- 93.2 Any such minute, if purporting to be signed by the Chairman of the meeting at which the proceedings were held, or by the Chairman of the next succeeding meeting, shall be prima facie evidence of the matters stated in such minutes without any further proof.
- 94. Seal**
- 94.1 The Directors may provide a common seal for the Company and shall have power from time to time to destroy the same and to substitute a new seal in lieu thereof.
- 94.2 Notwithstanding the existence or adoption or otherwise of a common seal, a document signed by a Director and the secretary of the Company or by two Directors and expressed (in whatever form of words) to be executed by the Company as a deed has the same effect as if executed under the common seal of the Company.
- 94.3 The Directors may exercise the powers conferred on the Company by section 40 of the Act with regard to having an official seal solely for sealing documents creating or evidencing securities of the Company. Any such documents to which such official seal is affixed need not be signed by any person.

#### **PART IV - DIVIDENDS**

**95. Declaration of Dividends**

- 95.1 Subject to the provisions of the Act and of these Articles, the Company may by ordinary resolution declare dividends to be paid to members according to their respective rights and interests in the profits of the Company, however, no dividend shall exceed the amount recommended by the Board.

**96. Entitlement to Dividends**

- 96.1 Subject to the rights of persons, if any, entitled to Shares with preferential or other special rights as to dividends, all dividends shall be declared and paid according to the amounts paid up on the Shares (otherwise than in advance of calls) in respect of which the dividend is paid. All dividends shall be apportioned and paid pro rata according to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid, except that if any Share is issued on terms providing that it shall carry any particular rights as to dividend, such Share shall rank for dividend accordingly.

**97. Interim Dividends**

- 97.1 Subject to the provisions of the Act and of these Articles, the Directors may, if they think fit, from time to time pay to the members such interim dividends as appear to the Directors to be justified by the distributable profits of the Company. If at any time the share capital of the Company is divided into different classes, the Directors may pay such interim dividends in respect of those Shares in the capital of the Company which confer on the holders of them deferred or non-preferred rights, as well as in respect of those Shares which confer on the holders of them preferential rights with regard to dividend. Provided the Directors act in good faith they shall not incur any responsibility to the holders of Shares conferring a preference for any loss that they may suffer by reason of the payment of an interim dividend on any shares having deferred or non-preferred rights.

**98. Calls or Debts May be Deducted From Dividends**

- 98.1 The Directors may deduct from any dividend or other moneys payable to any member on or in respect of a Share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

**99. Unclaimed Dividends**

- 99.1 All dividends, interest or other sums payable and unclaimed for one year after having become payable may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect of such moneys. No dividend shall bear interest as against the Company.
- 99.2 Any dividend which has remained unclaimed for a period of 12 years from the date it became payable shall, if the Directors shall so resolve, be forfeited and cease to remain owing by the Company and shall belong to the Company absolutely.

**100. Payment of Dividends**

- 100.1 Any dividend or other moneys payable on or in respect of a Share may be paid in cash, by direct debit, bank transfer, money order, cheque or warrant sent through the post or other delivery service to the registered address or notified bank account of the member or person entitled to it, and in the case of joint holders to any one of such joint holders, or to such person and such address as the holder or joint holders may in writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such other person as the holder or joint holders may in writing direct, and payment of the cheque or warrant shall be a good discharge to the Company. Every payment, in whatever form, shall be sent at the risk of the person entitled to the moneys represented by it. If any such cheque, warrant or order or other form of payment has or shall be alleged to have been lost, stolen, destroyed or otherwise not received, the Board may, at the request of the person entitled to it, issue a replacement cheque, warrant, order, or effect any other form of payment, subject to compliance with such conditions as to evidence and indemnify and the payment of out of pocket expenses of the Company

in connection with the request as the Board may think fit. Any joint holder or other person jointly entitled to a share may give an effective receipt for any dividend or other moneys payable in respect of such share. Any such dividend, interest or other sum may also be paid by any other method as the Board considers appropriate.

#### **101. Uncashed Dividends**

- 101.1 If cheques, warrants or orders for dividends or other sums payable in respect of a Share sent by the Company to the person entitled to them are returned to the Company or left uncashed on two consecutive occasions, the Company shall not be obliged to send any dividends or other moneys payable in respect of that Share due to that person until he notifies the Company of an address to be used for the purpose.

#### **102. Valid Receipts**

- 102.1 If several persons are registered as joint holders of any Share, any one of them may give effectual receipts for any dividend or other moneys payable on or in respect of that Share.

#### **103. Distribution in Specie**

- 103.1 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct (by ordinary resolution) payment of such dividend wholly or in part by the distribution of specific assets, and in particular of paid-up shares or debentures of any other company, and the Directors shall give effect to such resolution. Where any difficulty arises in regard to the distribution they may settle the same as they think expedient. In particular (but without limitation) may:

103.1.1 issue fractional certificates (or ignore fractions);

103.1.2 fix the value for distribution of such specific assets or any part of them, and determine that cash payments shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of members; and

103.1.3 vest any specific assets in trustees upon trust for the persons entitled to the dividend as may seem expedient to the Directors,

and generally may make such arrangements for the allotment, acceptance and sale of such specific assets or fractional certificates, or any part of them, as they think fit.

#### **104. Dividends Not to Bear Interest**

- 104.1 Unless otherwise provided by the rights attached to the Share, no dividend or other moneys payable by the Company or in respect of a Share shall bear interest as against the Company.

## **105. Reserves**

- 105.1 Subject to the provisions of the Act, the Directors may before recommending any dividend, whether preferential or otherwise, carry to reserve out of the profits of the Company (including any premiums received upon the issue of debentures or other securities of the Company) such sums as they think proper as a reserve or reserves.
- 105.2 All sums standing to reserve may be applied from time to time in the discretion of the Directors for meeting depreciation or contingencies or for special dividends or bonuses or for equalising dividends or for repairing, improving or maintaining any of the property or assets of the Company or for such other purposes as the Directors may think conducive to the objects of the Company or any of them and pending such application may at the like discretion either be employed in the business of the Company or be invested in such investments as the Directors think fit.
- 105.3 The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. Any sum which the Directors may carry to reserve out of the unrealised profits of the Company shall not be mixed with any reserve to which profits available for distribution have been carried. The Directors may also without placing the same to reserve carry forward any profits which they may think it not prudent to divide.

## **106. Capitalisation of Profits**

- 106.1 The Directors may with the authority of an ordinary resolution of the Company:-
- 106.1.1 resolve to capitalise any undivided profits of the Company (whether or not the same are available for distribution and including profits standing to any reserve) or, any sum standing to the credit of the Company's share premium account or capital redemption reserve or other reserve
- 106.1.2 appropriate the profits or sum resolved to be capitalised to the members in proportion to the nominal amount of ordinary shares (whether or not fully paid) held by them respectively, and apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by such members respectively, or in paying up in full unissued Shares or debentures of the Company of a nominal amount equal to such profits or sum, and allot and distribute such Shares or debentures credited as fully paid up, to and amongst such members, or as they may direct, in such proportion, or partly in one way and partly in the other provide that:
- 106.1.2.1 the Share premium account, the capital redemption reserve, any other undistributable reserve and any profits which are not available for distribution may, for the purposes of this Article, only be applied

in paying up unissued shares to be allotted to holders of Shares credited as fully paid; and

- 106.1.2.2 in a case where any sum is applied in paying amounts for the time being unpaid on any Shares or in paying up in full debentures of the Company, the amount of the net assets of the Company at that time is not less than the aggregate of the called up share capital of the Company and its undistributable reserves as shown in the latest audited accounts of the Company or such other accounts as may be relevant and would not be reduced below that aggregate by such payment.
- 106.1.3 resolve that any Shares allotted under this Article to any member in respect of a holding by him of any partly paid Shares shall, so long as such Shares remain partly paid, rank for dividends only to the extent that such partly paid Shares rank for dividend
- 106.1.4 make such provisions by the issue of fractional certificates or by payment in cash or otherwise as the Directors think fit in respect of Shares or debentures becoming distributable under this Article in fractions
- 106.1.5 authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for:
  - 106.1.5.1 the allotment to them respectively, credited as fully paid up, of any Shares or debentures to which they may be entitled upon such capitalisation; or
  - 106.1.5.2 the payment by the Company on behalf of such holders by the application of their respective proportions of the reserves or profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing Shares, any agreement made under such authority being thereupon effective and binding on all such members
- 106.1.6 generally do all acts and things required to give effect to such resolution.

## **107. Record Dates**

- 107.1 Notwithstanding any other provision of these Articles the Company or the Board of Directors of the Company may fix any date as the record date for any dividend, distribution, allotment or issue and such record date may be on or at any time before any date on which such dividend, distribution, allotment or issue is paid or made and on or at any time before or after any date on which such dividend, distribution, allotment or issue is declared.

## **PART V - ACCOUNTS**

### **108. Accounting Records**

- 108.1 The Directors shall cause proper accounting records to be kept in accordance with the Acts.

### **109. Inspection of Records**

- 109.1 The accounting records shall be kept at the Office, or (subject to the provisions of the Acts) at such other place as the Directors think fit, and shall always be open to inspection by the officers and members of the Company.

### **110. Preparation and Laying Before Members of Statutory Accounts**

- 110.1 The Directors shall from time to time, in accordance with the provisions of the Acts, cause to be prepared and to be laid before the Company in general meeting such profit and loss accounts balance sheets, group accounts (if any) and reports as are specified in the Acts except when a valid elective resolution (in accordance with the Acts) is in force dispensing with such requirements.

### **111. Auditors Report**

- 111.1 The Auditors' report shall be read before the Company in general meeting and shall be open to inspection as required by the Acts.
- 111.2 A printed copy of the directors' and auditors' reports accompanied by printed copies of the balance sheet, profit and loss account and other documents required by the Act to be annexed to the balance sheet shall, not less than 21 clear days before the general meeting before which they are to be laid, be delivered or sent by post to the registered address of every member and holder of debentures of the Company and to the Auditors, and, if all or any of the Shares in or debentures of the Company are for the time being listed on any stock exchange, there shall at the same time be forwarded to the secretary of such stock exchange such number of copies of each of these documents as may be required by the regulations for the time being of such stock exchange.

### **112. Audit**

- 112.1 Once at least in every year the accounts of the Company shall be examined and the correctness of the balance sheet, profit and loss account and group accounts (if any) ascertained by the Auditors.
- 112.2 Auditors shall be appointed and their duties, powers, rights and remuneration regulated in accordance with the provisions of the Acts.

## **PART VI - GENERAL**

### **NOTICES**

#### **113. Notices to be in Writing**

- 113.1 Any notice or document may be given or served by the Company in writing on any member either personally or by sending it through the post in a pre-paid letter addressed to such member at his address as appearing in the register of members. In the case of joint holders of a Share, all notices shall be given to that one of the joint holders whose name stands first in the Register in respect of the joint holding, and notice so given shall be sufficient notice to all the joint holders.

#### **114. Addresses Outside the UK**

- 114.1 Any member described in the Register by an address not within the United Kingdom who from time to time gives to the Company an address within the United Kingdom at which notices may be served upon him shall be entitled to have notices served upon him at such address, unless such an address is notified, no member other than a member described in the Register by an address within the United Kingdom shall be entitled to receive any notice from the Company.

#### **115. Notice by Newspaper Advertisement**

- 115.1 Any notice required to be given by the Company to the members or any of them, and not provided for by or pursuant to these Articles, shall be sufficiently given if given by advertisement inserted once in at least one leading daily newspaper published in London.

#### **116. Deemed Receipt of Notice**

- 116.1 Any notice or other document required to be served by the Company on any member, if served by post, shall be deemed to have been served at the latest within 24 hours if sent pre-paid as first class and within 48 hours if pre-paid as second class after the same has been posted, and in proving such service it shall be sufficient to prove that the letter containing the notice or document was properly addressed and duly posted. A notice to be given by advertisement shall be deemed to have been served on the day on which the advertisement appears.
- 116.2 Any member present, either in person or by proxy, at any meeting of the Company shall for all purposes be deemed to have received due notice of such meeting and, where relevant of the business of that such meeting

#### **117. Notice in Case of Death, Bankruptcy or Mental Disorder**

- 117.1 Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these Articles shall, notwithstanding that such member is

then dead, bankrupt, of unsound mind or (being a company) in liquidation, and whether or not the Company has notice of the death, bankruptcy, insanity or liquidation of such member, be deemed to have been duly served in respect of any Share registered in the name of such member as sole or joint holder unless his name has at the time of the service of the notice or document been removed from the register of members as the holder of the Share, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the Share.

**118. Notice Binding on Transferees**

- 118.1 Every person who, by operation of law, transfers or by any other means becomes entitled to a Share shall be bound by any notice in respect of that Share (other than a notice given by the Company under section 212 of the Act) which, before his name is entered in the register, has been duly given to a person from whom he derives his title.

**119. Untraced Shareholders**

- 119.1 The Company shall be entitled to sell at the best price reasonably obtainable any Share stock of a member to which a person is entitled by transmission if and provided that:-

119.1.1 for a period of 12 years no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to the member or to the person entitled by transmission to the Share or stock at his address on the register or other the last known address given by the member or the person entitled by transmission to which cheques and warrants are to be sent has been cashed and no communication has been received by the Company from the member or the person entitled by transmission provided that in any such period of 12 years the company has paid at least three dividends whether interim or final and no such dividend has been claimed

119.1.2 the Company has at the expiry of the period of 12 years by advertisement in both a leading national newspaper and in a newspaper circulating in the area in which the address referred to in Article 119.1.1 is located given notice of its intention to sell such Share or stock

119.1.3 the Company has not during the further period of three months after the date of the advertisement and prior to the exercise of the power of sale received any communication from the member or person entitled by transmission

- 119.2 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of such Share or stock and such instrument of transfer shall be as effective as if it had been executed by the registered holder of or person entitled by the transmission to such Share or stock. The Company shall account to the member or other person entitled to such Share or stock for the net proceeds of such sale by carrying all monies in respect thereof to a separate account which shall be a permanent

debt of the Company and the Company shall be deemed to be a debtor and not a trustee in respect thereof for such member or other person. Monies carried to such separate account may either be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Directors may from time to time think fit.

## **120. Destruction of Documents**

### **120.1 The Company may destroy:-**

120.1.1 any Share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation

120.1.2 any dividend mandate or any variation or cancellation or any notification of change of name or address at any time after the expiry of two years from the date such mandate variation cancellation or notification was recorded by the Company

120.1.3 any instrument of transfer of Shares which has been registered at any time after the expiry of six years from the date of registration

120.1.4 any other document on the basis of which any entry in the register is made at any time after the expiry of six years from the date an entry in the register was first made in respect of it.

120.2 It shall conclusively be presumed in favour of the Company that every Share certificate so destroyed was a valid certificate duly and properly sealed and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed in accordance with these Articles was a valid and effective document in accordance with the recorded particulars of it in the books or records of the Company provided always that:-

120.2.1 this Article 120 shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim

120.2.2 nothing contained in this Article 120 shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as set out in Article 120.1 or in any case where the conditions of Article 120.2.1 are not fulfilled

120.2.3 references in this article to the destruction of any document include references to its disposal in any manner.

## **121. Winding-up**

- 121.1 If the Company is wound up (whether the liquidation is altogether voluntary, under supervision, or by the court) the liquidator may, with the authority of an extraordinary resolution, divide among the members in specie the whole or in part of the assets of the Company, whether or not the assets consist of property of one kind or of properties of different kinds, and may for such purposes set such value as he deems fair upon any one or more class or classes of property, and may determine how such division shall be carried out as between the members or different classes of members, but so that if any such division shall be otherwise than in accordance with the existing rights of the members, every member shall have the same right of dissent and other ancillary rights as if such resolution were a special resolution passed in accordance with section 582 of the Act. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator, with the like authority, thinks fit, and the liquidation of the company may be closed and the company dissolved, but so that no member shall be compelled to accept any shares in respect of which there is a liability.
- 121.2 The Company shall exercise the power conferred upon it by section 719 (1) of the Act only with the prior sanction of a special resolution. If at any time the capital of the Company is divided into different classes of Shares, the exercise of such power shall be deemed to be a variation of the rights attached to each class of Shares and shall accordingly require the prior consent in writing of the holders of three-fourths in nominal value of the issued Shares of each class or the prior sanction of an extraordinary resolution passed at a separate meeting of the holders of the Shares of each class convened and held in accordance with these Articles.