

No. 3677649

The Companies Acts 1985 and 1989

Company Limited by Shares

POSITIVE COMPUTING LIMITED

RESOLUTIONS

Passed 9/6. 2000

AT AN EXTRAORDINARY GENERAL MEETING of the Company held on 9 JUNE 2000 the following Resolutions were passed, Resolution 1 as an **ORDINARY RESOLUTION** and Resolution 2 as a **SPECIAL RESOLUTION**:

ORDINARY RESOLUTION

1. That each of the existing Shares of £1 each in the capital of the Company (whether forming part of the issued or unissued share capital) be redesignated as ordinary shares of £1 each.

SPECIAL RESOLUTION

2. That the regulations contained in the document a copy of which is submitted to the meeting and which has been initialled by the Chairman of the meeting for the purpose of identification be adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association

Dated 9/6 2000



Chairman



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THE COMPANIES ACTS 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

POSITIVE COMPUTING LIMITED

(Adopted by Special Resolution passed 9 JUNE 2000)

1. PRELIMINARY

1.1 In these Articles:

1.1.1 the following expressions shall have the meanings respectively ascribed:

the "Act"	the Companies Act 1985 as in force on the date of the adoption of these Articles;
the "Auditors"	the auditors for the time being of the Company;
the "Board"	the Board of Directors of the Company or (where the context permits) a duly authorised committee thereof;
"legal personal representative"	in relation to any deceased member, any person who is for the time being a personal representative of such member or, where no grant of representation has been made, would be a person entitled to apply for such grant either by reason of such person being named as an executor in the will of such member or by reason of such person being one of the class of persons entitled to apply or which would be entitled to apply for a grant in respect of such member's estate under the Non-Contentious Probate Rules 1987 (as amended extended replaced or re-enacted from time to time) in accordance with the order of priority for grant in case of intestacy (and, in the case of dispute as regards such order, as determined by the Board whose decision for this purpose as to the entitlement

of any person shall be final and binding) and any trustee for the time being of his estate or any part thereof;

“Table A”

Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) Amendment Regulations 1985;

1.1.2 references to any provision of any statute or any statutory instrument shall include any provision from time to time amending, replacing or re-enacting the same.

1.2 The Regulations contained in Table A shall, except as hereinafter provided and except insofar as the same are inconsistent with these Articles, apply to the Company.

1.3 The following Regulations of Table A shall not apply to the Company, namely 24, 35, 41, 50, 65, 66, 67, 68, 69, 73, 74, 75, 76, 77, 80, 94, 95, 96, 101 and 118.

2. LIEN

2.1 The lien conferred by Regulation 8 of Table A shall apply to all shares, whether fully paid or not, and the Company shall also have a first and paramount lien on all shares, whether or not fully paid, standing in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 of Table A shall be modified accordingly.

3. ISSUE OF SHARES

3.1 The authorised share capital as at the date of adoption of these Articles is £1,000.

3.2 Subject to the provisions of Article 3.3 below the Board is unconditionally authorised during the period expiring on the day prior to the fifth anniversary of the date of the adoption of these Articles to allot, grant options over or otherwise dispose of the unissued share capital of the Company existing at the date of the adoption of these Articles to such persons (whether or not members of the Company), for such consideration, on such terms, in such manner and at such times as the Board considers appropriate.

3.3 Any new shares which it is proposed to allot (whether forming part of the existing or any increased share capital) shall first be offered to the existing members of the Company in accordance with the provisions of Article 3.4 Provided that Article 3.4 shall not apply to any of the following allotments of shares:

- 3.3.1 shares which are to be allotted by way of capitalisation of profits or share premium account to members in proportion (as nearly as possible without involving fractions) according to the number of shares in the Company held by each of them respectively;
or
- 3.3.2 £1,000 new Ordinary shares of £1 each (being whole of the existing authorised but unissued share capital) which are to be allotted at par.
- 3.4 The offer shall be on terms that each such member can apply for any number of the new shares up to the total number of new shares to be allotted and on the terms that the new shares shall be allocated (in the case of competition) in proportion (as nearly as possible without involving fractions) according to the number of shares in the Company of which they are registered or entitled to be registered as holders Provided that no applicant shall be obliged to take more than the maximum number of shares applied for by him. The offer shall be made by notice in writing specifying the number of and subscription price for the shares offered and limiting a period (not less than 14 days) within which the offer, if not accepted, shall be deemed to have been declined. Any shares which are not so accepted by the existing shareholders under this Article 3.4 shall be under the control of the Board which may allot, grant options over or otherwise dispose of the same to such persons (whether or not members of the Company), for such consideration (not being less than such offer price), on such terms, in such manner and at such times as it considers appropriate but so that such shares shall not be disposed of on terms which are more favourable to such persons than the terms on which they were originally offered to members.
- 3.5 To the extent permitted by Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) of the Act are hereby excluded from applying to the Company.
- 3.6 Save as permitted by law, nothing in this Article shall authorise the allotment or issue of shares in the Company at a discount.

4. TRANSFER OF SHARES

4.1 For the purposes of this Article 4:

- 4.1.1 the expression "transfer" includes (i) any direction (by way of renunciation, nomination or otherwise and whether or not in writing) by any member entitled to any allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself and (ii) any sale or other disposition of any beneficial interest in a share (whether or not for any consideration) by whomsoever made and whether or not effected by an instrument in writing;

- 4.1.2 the expression "family trust" in relation to any deceased member means a trust pursuant to a testamentary disposition by whomsoever made (including any variation of a testamentary disposition) or on an intestacy of any person, for the benefit of one or more relatives of that member (whether or not other persons may also be or become entitled to benefit thereunder);
- 4.1.3 the expression "relative" in relation to any deceased member means any spouse, child or grandchild (and in each case whether the relationship is natural or by adoption); and
- 4.1.4 the expression "Relevant Association" in relation to any member means an association of that member with the Company by virtue of:
- (a) the employment of that member or other person by the Company; and/or
 - (b) the holding by that member or other person of the office of Director of the Company;
- 4.2 Any share or interest in a share (whether or not a beneficial interest therein) may at any time be transferred:
- 4.2.1 to any person with the prior consent in writing of all the members of the Company at that time or at the time of giving consent; or
- 4.2.2 following the death of a member to the trustees of a family trust of such member provided that each of the trustees is an existing member of the Company at the time of the transfer; or
- 4.2.3 by the trustees of a family trust to new or succeeding trustees provided that each of the trustees is an existing member of the Company at the time of the transfer.
- 4.3 Except in the case of a transfer of a share or of an interest in a share which is expressly authorised by Article 4.2 no share or interest in any share (whether or not a beneficial interest) may at any time be transferred (whether pursuant to a testamentary disposition or whether by way of security or for any other purpose) to any person (whether or not another member) unless and until the requirements hereinafter set out in this Article have been duly complied with.
- 4.4 Before transferring any shares or any interest therein the transfer of which is not expressly authorised by Article 4.2 the person or persons (hereinafter referred to as the "Transferor") proposing to transfer the same (including any person or persons entitled to any shares or any interest therein in consequence of the death of any person or in consequence of the

bankruptcy or liquidation of any member) shall give notice in writing (hereinafter referred to as a "Transfer Notice") to the Board that he desires to transfer the same. Save for any Transfer Notice required to be given pursuant to Articles 4.11, 4.12, 4.13, 4.14 or 4.15 no person may serve a Transfer Notice within the period of six months following any date on which a Transfer Notice was previously served by him. A Transfer Notice shall specify the number and class of shares the Transferor desires to transfer or in which he desires to transfer an interest (such shares being in each case hereinafter together referred to as "the Sale Shares") and the price per share (if any) at which he proposes to transfer the same. A Transfer Notice may (but need not) identify any proposed transferee of the Sale Shares. A Transfer Notice may not relate to more than one class of shares. A Transfer Notice may contain a provision (a "Total Sale Condition") that unless all of the Sale Shares are sold pursuant to the following provisions none shall be so sold and such provision shall be binding on all persons. A Transfer Notice given by a Transferor shall constitute the Company his agent for the sale of the Sale Shares (together with all rights attached thereto at the date of receipt of the Transfer Notice) at the Prescribed Price (as hereinafter defined) and according to the provisions hereinafter set out in this Article. A Transfer Notice shall be revocable only with the prior consent in writing of all the other members of the Company or otherwise in accordance with the provisions of this Article 4.

4.5 If in relation to a Transfer Notice, at any time before or not more than 14 days after the date on which the Transfer Notice was received or deemed to have been given, the Transferor and the Transferor and all the other members of the Company shall (whether or not in any separate agreement) have agreed in writing a price per share for the Sale Shares then such price shall be the Prescribed Price for the purposes of this Article 4. In the absence of any such agreement as to the price of the Sale Shares as aforesaid the Prescribed Price shall be whichever is the lesser of:

4.5.1 the sum per share determined and certified by the Auditors as hereinafter provided; and

4.5.2 the sum (if any) specified by the Transferor in his Transfer Notice as being the price per share at which he proposes to transfer the Sale Shares.

In the absence of any such agreement as to the price of the Sale Shares the Board or any one of the Directors shall within 21 days of receiving a Transfer Notice (or in the case of a deemed notice, as soon as practicably possible after that notice is treated as having been received by the Board) request the Auditors of the Company to determine and certify the sum per share considered by them to be the fair value thereof as at the date of receipt of the Transfer Notice. The fair value per share shall be calculated by ascertaining the fair value of all the issued shares in the Company as at the aforesaid date and by taking such fraction of

such fair value as is arrived at by dividing the nominal value of one of the Sale Shares by the nominal value of all the shares in the Company as are in issue at that date. Such certificate is hereinafter referred to as "the Auditors' Certificate".

In determining fair value for this purpose, the Auditors shall assume a sale on a going concern basis between a willing buyer and a willing seller (and so shall take into account any arm's length agreement reached by the Transferor with any third party) and shall implement any agreement in writing made at any time between the Transferor and all the other members of the Company as to the basis upon which the price for the Sale Shares is to be determined for the purposes of this Article. The Auditors shall also take into account any representations made by the members (including the Transferor) and/or by the Board, and any valuations of the Company's assets prepared by professional valuers.

The Auditors' Certificate shall contain the assumptions on which their valuation is carried out together with details of the calculations made in arriving at such valuation.

A copy of the Auditors' Certificate shall be sent by the Board or by any one of the Directors to the Transferor in respect of whose shares it is issued immediately on its issue.

If in relation to any Transfer Notice the Auditors are unable or unwilling to act in determining the value of the Sale Shares the valuation shall be carried out by an independent Chartered Accountant agreed upon by all the members of the Company or in default to be selected by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of the Company or of any member at any time and references to the Auditors in this Article shall where appropriate be treated as including reference to a Chartered Accountant so agreed or selected. The Auditors shall act hereunder as experts and not as arbitrators and their determination shall be final and binding on all persons and the costs of their determination shall be apportioned equally amongst the Transferor and the transferees (if any) or borne by any one or more of them in such other proportions as the Auditors in their absolute discretion consider fair or, if the Sale Shares are not ultimately transferred for any reason, by the Transferor.

- 4.6 In any case where the Prescribed Price in relation to any Transfer Notice (other than one required to be given pursuant to Articles 4.11, 4.12, 4.13, 4.14 or 4.15 or required to be given by any particular agreement to which the member is party and other than one deemed to have been given) is the price determined and certified by the Auditors as referred to in paragraph 4.5.1 of Article 4.5 and in the event that such Prescribed Price shall not be acceptable to the Transferor he shall be entitled to withdraw such Transfer Notice by giving a withdrawal notice in writing to the Board within 14 days of receiving a copy of the Auditors'

Certificate in respect thereof stating that he thereby withdraws his Transfer Notice (such period being hereinafter referred to as the "Withdrawal Period").

4.7 A copy of the Transfer Notice shall be given or sent by the Board to each shareholder of the Company (other than the Transferor):

4.7.1 (in the case where the Prescribed Price in relation to the Transfer Notice was agreed between the Transferor and all the other members of the Company as referred to in Article 4.5) within 21 days of receipt by the Board of that Notice; or

4.7.2 (in the case where the Auditors are to carry out a valuation as provided in Article 4.5 and the Transferor has not withdrawn the Transfer Notice actually given by him) within seven days after the expiry of the Withdrawal Period referred to in Article 4.6; or

4.7.3 (in the case where the Auditors are to carry out a valuation as provided in Article 4.5 in relation to a deemed Transfer Notice) within 14 days after the Auditors' Certificate has been received by the Board

together with a statement of the Prescribed Price in relation to the Transfer Notice in question as well as, in any case where the Prescribed Price has been determined by the Auditors, a copy of the Auditors' Certificate setting out the details referred to in Article 4.5 above. Each copy of the Transfer Notice shall be accompanied by a notice in writing from the Board or any one of the Directors (hereinafter referred to as an "Offer") offering to sell all the Sale Shares to the members of the Company (other than the Transferor) at the Prescribed Price per share and inviting each member to apply for any number of the Sale Shares up to the total number of the Sale Shares and on the terms that the Sale Shares shall be allocated, in the case of competition between them, in proportion (as nearly as possible without involving fractions) according to the number of shares in the Company of which they are registered or entitled to be registered as holders Provided that no applicant shall be obliged to take more than the maximum number of shares applied for by him. Such Offer shall limit a period of time (not being less than 21 days nor more than 42 days) (hereinafter referred to as "the Offer Period") within which it must be accepted or in default will lapse. A copy of the Offer shall be sent to the Transferor at the same time as it is sent to the other shareholders.

4.8 If the Board shall at the expiry of the Offer Period have found members of the Company who are able and willing to purchase all the Sale Shares or (subject to the proviso set out below) any of them the Board or any one of the Directors shall forthwith give notice in writing thereof to the Transferor who shall (subject to the proviso set out below) be bound, upon payment of the Prescribed Price, to transfer such shares to the respective purchasers. Every

such notice shall state the names and addresses of the purchaser or purchasers, the number and class of the Sale Shares agreed to be purchased by him or them respectively and a time for completion of the purchase or purchases. Such time shall not be less than seven days nor more than 14 days after the date of such notice. Unless otherwise agreed completion shall take place at the registered office of the Company Provided always that if the Transfer Notice contained a Total Sale Condition the Transferor shall not be obliged to sell any of the Sale Shares under this Article unless the Company shall have found purchasers for all of the Sale Shares.

4.9 If by the expiry of the Offer Period as referred to in Article 4.7 no notice in writing shall have been given under Article 4.7 that the Company has found purchasers able and willing to purchase all of the Sale Shares or if the Board shall at any time during that period give notice in writing to the Transferor that the Company has no prospect of finding purchasers for the Sale Shares, or any of them, the Transferor shall be entitled at any time within the period of 120 days of the making of such Offer to transfer those of the Sale Shares for which the Company has not within the Offer Period given notice that it has found (or has given notice that it has no prospect of finding) purchasers to any person (including to the extent permitted by law the Company itself) on a *bona fide* sale at any price per share not being less than the Prescribed Price Provided that:

4.9.1 if the Transfer Notice contained a Total Sale Condition he shall not without the prior consent in writing of the Board be entitled to transfer any of the Sale Shares unless all of the Sale Shares are so transferred;

4.9.2 in relation to any Transfer Notice given by the legal personal representatives of any deceased shareholder, the shares in question for which no purchaser has been found may instead of being so sold be transferred to any person or persons who are beneficiaries under the testamentary disposition of the deceased shareholder. For this purpose the expression "testamentary disposition" shall include the intestacy of the deceased and any will or equivalent disposition in any jurisdiction outside the United Kingdom whether or not varied after death;

4.9.3 the Board may require to be satisfied that such shares are being transferred pursuant to and in accordance with this Article 4.9 and if not so satisfied shall be entitled to refuse to register the instrument of transfer; and

4.9.4 the Board may in its absolute discretion:

- (a) decline by notice in writing to the Transferor to register a transfer of shares to any person (not already being a shareholder in the Company and being

either a competitor of the Company, or a person directly or indirectly holding or beneficially entitled to 10 per cent. or more of the issued share capital of any such competitor, or a company in which a competitor directly or indirectly holds or is beneficially entitled to 10 per cent. or more of the issued share capital) of whom the Board does not approve; or

- (b) agree to register a transfer to any such person as mentioned in subparagraph (a) above only upon such person undertaking to the Company to serve a Transfer Notice in circumstances stipulated by the Board at the time of the Board so agreeing to register the transfer

Provided that the Board may only exercise such right to decline to register a transfer or to require such an undertaking to be given if it shall do so or shall have notified the Transferor in writing of its intention so to do within 30 days following lodgement of the transfer or (if earlier) receipt by it of written notification by the Transferor of the identity of the proposed transferee.

- 4.10 If a Transferor shall fail or refuse to transfer any of the Sale Shares to a purchaser in accordance with a notice duly given to him by the Board, the Board may authorise some person to execute and deliver on his behalf the necessary transfer and the Company shall receive the purchase money in trust without interest for the Transferor and cause the purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the purchaser who shall not be bound to see to the application thereof.
- 4.11 A person entitled to any shares in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by the Board so to do, to give a Transfer Notice in respect of such shares. References in this Article to bankruptcy shall be treated as including any process in any jurisdiction similar to bankruptcy.
- 4.12 If, within six months of any member (hereinafter referred to as the 'Shareholder') ceasing for whatever reason (other than in any of the Excluded Circumstances) to have a Relevant Association, the Shareholder or his legal personal representatives or trustee in bankruptcy (as the case may be) is required by notice or notices in writing given by the Board to give or procure the giving of a Transfer Notice or Notices in respect of all the shares in the Company then beneficially held by or registered in the name of the Shareholder then the Shareholder or his legal personal representatives shall give such Transfer Notice or Notices to the Board in respect of all such shares Provided that this Article 4.12 shall not apply in relation to any shares held by an individual as a trustee in respect of any trust or settlement under which

neither the individual, nor any spouse, former spouse, child, grandchild or other member of his family directly or indirectly has any benefit (save as trustee) or is an eligible beneficiary.

The Excluded Circumstances referred to above are as follows:

- 4.12.1 the death of the Shareholder;
 - 4.12.2 termination of employment of the Shareholder by reason of retirement at or after normal retiring age or earlier retirement by reason of injury or disability (as evidenced to the satisfaction of the Board).
- 4.13 If any share remains registered in the name of a deceased member for longer than one year after the date of his death the Board may require the legal personal representatives of such deceased member to give a Transfer Notice in respect of such share Provided that this Article 4.13 shall not apply in relation to any shares held by the deceased member as a trustee for any third party.
- 4.14 Any member of the Company who, save through holding or being interested in quoted investments not representing more than five per cent. of the issued securities of any class of any one company, shall at any time be directly or indirectly engaged or concerned in the conduct of or interested in any business which competes to any material extent with any business being carried on at that time by the Company shall be bound, if and when required by the Board so to do, to give a Transfer Notice in respect of all the shares in the Company held by that member or to which that member was entitled at the time of being so required.
- 4.15 For the purpose of ensuring that a particular transfer of any share or shares is permitted under the provisions of these Articles or that no circumstances have arisen whereby a Transfer Notice is required to be given or is to be deemed to have been given in respect of any such share the Board may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer of any share lodged for registration to furnish the Company with such information and evidence as the Board may think necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of the Board within a reasonable time the Board shall be entitled to refuse to register the transfer in question or to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any such shares the Board may by notice in writing require that a Transfer Notice be given in respect of the shares concerned.
- 4.16 In any case where a Transfer Notice has been duly required to be given in respect of any shares and such Transfer Notice is not duly given within a period of 14 days or such longer

period as the Board may allow for this purpose such Transfer Notice shall be deemed to have been given on the expiry of such period.

4.17 Except where otherwise expressly provided the provisions of this Article shall apply to Transfer Notices which are deemed to have been given (whether under the provisions of this Article or the provisions of any other agreement) in the same way as they apply to actual Transfer Notices and accordingly all references in this Article to the giving of a Transfer Notice shall be treated as including references to Transfer Notices which are deemed to have been given and references to a Transferor shall include a person deemed to have given a Transfer Notice. For the avoidance of doubt a deemed Transfer Notice shall not be treated as including a Total Sale Condition and the provisions of Article 4.6 (as to withdrawal of Transfer Notices) shall not apply to a deemed Transfer Notice. The requirement in Article 4.7 to give or send copies of a Transfer Notice shall in the case of a deemed Transfer Notice be treated as complied with by sending a notice of the facts arising in connection with that deemed Transfer Notice. A Transfer Notice which is deemed to have been given shall be treated as having been received by the Board on the date on which it is deemed to have been given and as if it bore that date.

4.18 Without prejudice to its other powers contained in this Article the Board shall be entitled in its absolute discretion and without assigning any reason therefor to refuse to register any transfer of shares on which the Company has a lien. The Board shall refuse to register any transfer of shares which is not permitted by this Article. It may also refuse to register a transfer unless:-

4.18.1 it is lodged at the registered office or at such other place as the Board may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Board may reasonably require to show the right of the Transferor to make the transfer;

4.18.2 it is in respect of only one class of shares;

4.18.3 it is in favour of not more than four transferees; and

4.18.4 the transferee(s) is adult.

Subject thereto the Board shall register any transfer made pursuant to this Article.

4.19 An instrument of transfer of any shares need not be signed by or on behalf of the transferee but shall be executed by or on behalf of the Transferor who shall be deemed to remain a holder of the share until the name of the transferee is entered in the register of members in respect thereof. Regulation 23 of Table A shall be modified accordingly.

5. PURCHASE OF OWN SHARES

- 5.1 Subject to compliance with all legal requirements and to the provisions of these Articles, the Company may exercise all powers conferred by law to purchase its own shares (including, without limitation, any redeemable shares) upon such terms and in such manner as the Board shall think fit and may make a payment in respect of the redemption or purchase of its own shares whether out of distributable profits of the Company or the proceeds of a fresh issue of shares or otherwise.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 Notice of every general meeting shall be given in any manner authorised in these Articles to:

6.1.1 every member;

6.1.2 every person upon whom the ownership of a share devolves by reason of his being a legal personal representative or a trustee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting;

6.1.3 the Auditors; and

6.1.4 each of the Directors of the Company and their alternates.

No other person shall be entitled to receive notices of general meetings. The last paragraph of Regulation 38 of Table A shall not apply.

- 6.2 If a quorum is not present within half an hour from the time appointed for any general meeting or if during any such meeting a quorum ceases to be present (other than by reason of the temporary absence of any person or persons) the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the Board may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.

- 6.3 Notwithstanding anything in these Articles or in Table A, if and for so long as there shall be a single member of the Company the quorum shall be one member present in person or by proxy or, in the case of a corporation, by representative.

- 6.4 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded by the Chairman or by any member present in person or by proxy and entitled to a vote. Regulation 46 of Table A shall be modified accordingly. A proxy need not be a

member of the Company. Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings 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. The demand for a poll may be withdrawn.

6.5 The Chairman shall not be entitled to a second or casting vote.

6.6 A resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at general meetings shall be as effective as if the same had been passed at a general meeting of the Company duly convened and held and may consist of several documents in the like form each signed by one or more persons but a resolution so signed shall not be effective to remove a director or auditor before the expiration of his term of office or to do anything else which the Companies Acts from time to time do not allow to be done by written resolution. In the case of a corporation the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative.

7. VOTES OF MEMBERS

7.1 Subject as provided below, on a show of hands every member present in person (or, in the case of a corporation, by its authorised representative) shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder Provided that if at any meeting any member or members present in person or by proxy (or, in the case of a corporation, by its authorised representative) vote on a poll against a resolution of one or more of the categories set out below and the total number of votes cast against such resolution would (in the absence of this provision) be insufficient to prevent it being passed by the Company in general meeting then the shares held by such person or persons shall between them be treated for the purpose of such resolution as carrying such number of votes as is equivalent to one half of the total number of votes (including those conferred pursuant to this paragraph) cast on the poll. The categories of resolution referred to above are as follows:

7.1.1 a resolution for the change of the Company's name;

7.1.2 a resolution for the change of the Company's Articles of Association;

7.1.3 a resolution for the removal from office of any Director;

7.1.4 a resolution to increase the share capital of the Company;

7.1.5 a resolution to effect any alteration in the share capital of the Company (including any alteration referred to in Regulations 32, 33 or 34 of Table A);

7.1.6 a resolution approving any capitalisation of profits.

8. DIRECTORS

8.1 The number of Directors need not exceed one. If and so long as there shall be a sole Director he shall be entitled to exercise all the powers, authorities and discretions expressed by these Articles to be vested in the Directors generally. A sole Director shall form a quorum at meetings of Directors and Regulation 89 of Table A shall be modified accordingly. The last two sentences of Regulation 79 of Table A shall not apply.

8.2 The Directors shall not be subject to retirement by rotation and accordingly all references in Table A to retirement by rotation shall be disregarded.

8.3 Subject to the provisions of Section 317 of the Act, a Director may be interested, directly or indirectly, in any contract, transaction or arrangement with the Company or in which the Company is interested and (except as regards the office of Auditor) he may hold and be remunerated in respect of any office or place of profit under the Company, and he or any firm of which he is a partner may act in a professional capacity for the Company and be remunerated therefor. In relation to any such matter a Director notwithstanding his interest may vote and be taken into account for the purposes of a quorum and may retain for his own absolute use and benefit all profits and advantages accruing to him.

9. PROCEEDINGS OF DIRECTORS

9.1 Notice of meetings of the Board shall be given to all Directors whether or not for the time being absent from the United Kingdom. Regulation 88 of Table A shall be modified accordingly.

9.2 The Chairman shall not have a second or casting vote. Regulation 88 of Table A shall be modified accordingly.

9.3 All or any of the members of the Board or any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

- 9.4 The Board may dispense with the keeping of attendance books for meetings of the Board or of committees of the Board. Regulation 100 of Table A shall be modified accordingly.

10. BORROWING

- 10.1 The Board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and subject to Section 80 of the Act to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

11. ALTERNATE DIRECTORS

- 11.1 Any Director (other than an alternate Director) may at any time by writing under his hand and deposited at the registered office of the Company, or delivered at a meeting of the Board appoint any person to be his alternate Director and may at any time terminate such appointment. Such appointment shall have effect only upon and subject to being approved by the Board. The appointment of another Director of the Company as an alternate Director shall not require such approval but shall cease to be effective after such Director ceases to hold the office of Director unless so approved. The same person may be appointed as alternate Director of more than one Director. The vote or votes of an alternate Director shall be in addition to any vote or votes he may have in his own right.
- 11.2 The appointment of an alternate Director shall *ipso facto* determine on the happening of any event which if he were a Director would cause him to vacate such office and shall also determine *ipso facto* if the Director for whom he is an alternate (below called "his appointor") shall cease for any reason to be a Director.
- 11.3 An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Board and of any committee of the Board of which his appointor is a member and to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall be entitled to receive notice of and attend general meetings of the Company and to speak at any general meeting at which his appointor is not personally present.
- 11.4 An alternate Director shall be entitled to contract and be interested in and benefit from contracts transactions or arrangements and to be repaid expenses and to be indemnified by

the Company to the same extent *mutatis mutandis* as if he were a Director but shall not in respect of such appointment be entitled to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

- 11.5 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of his appointor.

12. COMPANY SEAL

- 12.1 The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director. Any document (including a certificate for any shares in the Company) signed by a Director and the Secretary of the Company or by two Directors of the Company and expressed (in whatever form of words) to be executed by the Company has the same effect as if executed under seal of the Company. A document shall be so signed only with the authority of a resolution of the Directors or a committee of the Directors. Regulation 6 of Table A shall be modified accordingly.

13. INDEMNITY

- 13.1 Subject to the provisions of and so far as may be consistent with the Act and every other statute for the time being in force concerning companies, every Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company out of its own funds against all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part), or in which he is acquitted, or (in connection with any application under the Act or any such other statute for relief from liability in respect of any such act or omission) in which relief is granted to him by the Court.

14. INVALIDITY

- 14.1 The invalidity or unenforceability for any reason of any provision of these Articles shall not affect the validity of the remainder of these Articles which shall continue in full force and effect.