

Company Number 3883868

THE COMPANIES ACTS 1985 and 1989

A PUBLIC COMPANY LIMITED BY SHARES

Amended

ARTICLES OF ASSOCIATION *

of

BUYAGIFT PLC

PRELIMINARY

- 1 Subject as hereinafter provided the Regulations set out in Table A of the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000 shall apply to this Company and reference to any Regulation in these Articles of Association shall be a reference to such Regulations
- 2 The following Regulations of the said Table A shall not apply to this Company, namely Regulations 24, 46, 47, 50, 64 to 69, 73, 74, 75, 76, 77, 78, the second and third sentences of Regulation 79, Regulation 81, the fifth sentence of Regulation 88 and Regulations 94 and 95
- 3 Any reference in these Articles to "the Act" shall mean the Companies Act 1985 as amended or extended by any other enactment

CAPITAL

- 4 The Directors of the Company shall within a period of five years from the adoption of these Articles of Association be entitled to exercise the Company's power to allot, grant options over or otherwise dispose of the shares which are comprised in the authorised share capital with which the Company is incorporated and no other authority for the Directors to allot, grant options over or otherwise dispose of any shares shall be valid for more than five years from the date of passing the members resolution to which it relates. The authorised capital of the Company at the adoption of these Articles of Association is £55,000 divided into 5,000,000 ordinary shares and 500,000 "A" ordinary shares all of one penny each to which shall be attached the following rights, privileges and restrictions -

AS TO VOTING

- (a) The fully paid ordinary shares shall carry the right to be notified of and attend and vote either in person or by proxy at all the Meetings of the Company but no such rights shall in any circumstances attach to the "A" ordinary shares

* Adopted by special resolution dated 7 December 2011



AS TO INCOME

- (b) Both the fully paid ordinary shares and the fully paid "A" ordinary shares shall carry the right to the receipt of such dividends payable on such class or classes of shares, in such amounts, at such frequency, at such times as, on the recommendation of the Directors, the Company shall, in General Meeting, in accordance with the provisions of Article 18, prescribe

AS TO REPAYMENT

- (c) In the event of a liquidation or winding up after the Company has discharged all its debts, obligations and liabilities, both the fully paid ordinary shares and the fully paid "A" ordinary shares shall carry an equal right to repayment of capital at their par value and shall both carry an equal right to participate in the distribution of any surplus in a direct and pro-rata proportion to the number of fully paid shares held irrespective of their class
- 5
- (a) Sections 89(1), section 90(1) to (5) and section 90(6) of the Act shall not apply in relation to the issue of any equity securities by the Company but in substitution therefor the provisions of paragraph (b) below shall apply
 - (b) Save as provided by Article 4 and save in respect of the issue of shares pursuant to an employees' share scheme or as otherwise directed by the Company in General Meeting, any shares which are not comprised in the authorised share capital with which the Company is incorporated from time to time created shall before they are issued be offered to the members holding that class of share in proportion as nearly as possible to the number of shares of that class held by them. Any such offer shall be made by notice specifying the number and class of share offered and limiting a time within which the offer, if not accepted, will be deemed to be declined and after the expiration of such time any shares not accepted and any shares which, by reason of the ratio which the shares to be issued bear to the shares held by persons entitled to an offer thereof, cannot, in the opinion of the Directors, conveniently be offered under this Article, shall be at the disposal of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons at such times and on such terms as they think proper

REDEEMABLE SHARES AND PURCHASE OF OWN SHARES

- 6
- (a) Subject to Chapter VII of Part V of the Act, and to Regulation 12, the Company may purchase its own shares (including redeemable shares) whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise
 - (b) Subject to Chapter VII of Part V of the Act, any shares may, with the sanction of an Ordinary Resolution, be issued on the terms that they are, at the option of the Company or the members, liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine, and whether out of distributable profits or the proceeds of a fresh issue of shares or otherwise

FINANCIAL ASSISTANCE

- 7
- Subject to Chapter V of Part VI of the Act, the Company may give financial assistance for the purpose of or in connection with any acquisition of shares made or to be made in the Company or its holding company

LIEN

- 8 The lien conferred by Regulation 8 shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders. The Company shall have a first and paramount lien on every share (not being fully paid) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share and the Company shall also have a first and paramount lien on all shares (including fully paid shares) registered in the name of any person indebted or under liability to the Company whether he be the sole holder thereof or one of two or more joint holders for all moneys presently payable by him or his estate to the Company, but the Directors may at any time declare any shares to be wholly or in part exempt from the provisions of Regulation 8, as amended by this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

TRANSFER OF SHARES

- 9.1 Except for a transfer of shares permitted under Article 10 and save as may be otherwise agreed by all the members for the time being, if any of the members ("the Selling Shareholder") wishes to transfer any shares, the following provisions shall have effect -
- 9.1.1 Before agreeing or making any such transfer, the relevant Selling Shareholder (or his personal representative(s) in the case of death) shall deliver to the Company at its registered office written notice ("Transfer Notice") detailing the number of shares ("Sale Shares") he wishes to sell, being either all of the shares registered in the name of the Selling Shareholder or all or some of them as stipulated by the Selling Shareholder (or his personal representatives) in the Transfer Notice, together with his share certificate(s) for the Sale Shares. The Transfer Notice shall constitute the Company (acting by the Directors) as the agent of the Selling Shareholder to sell the Sale Shares at the price and in the manner hereinafter set out.
- 9.1.2 Upon receipt of the Transfer Notice, the Company shall copy the Transfer Notice to the members (other than the Selling Shareholder) and also to the Selling Shareholder where the Transfer Notice is a deemed Transfer Notice under Article 9.1.1 and the Company shall instruct the auditors of the Company at the Company's expense, acting as experts and not as arbitrators, to certify the fair value of the Sale Shares at the date of the Transfer Notice. If the auditors shall be unable or unwilling to carry out such certification, either the Selling Shareholder or the Company may, at the Company's expense, apply to the President of the Institute of Chartered Accountants in England and Wales for the appointment of an independent expert to assess the fair value of the Sale Shares.
- 9.1.3 The Company shall give prompt written notice to the members of the auditors' or independent expert's valuation. In the event that the Selling Shareholder shall not agree with a certification by the auditors, and gives written notice to the Company of such disagreement within 14 days of the notice from the Company of the auditors' valuation, the Selling Shareholder shall have the right, at the Company's expense, to apply to the President of the Institute of Chartered Accountants in England and Wales for the appointment of an independent expert to assess the fair value of the Sale Shares. If the Selling Shareholder does not exercise the right to object within 14 days, then the auditors' certification shall be final and binding on all the members and the Company, in the absence of manifest error.

9 1 4 An independent expert appointed under Article 9 1 2 or 9 1 3 shall act as an expert and not as arbitrator and his decision as to the fair value shall be final and binding on all the members and the Company, in the absence of manifest error

9 1 5 The auditors or the independent expert, as the case may be, will certify the fair value of the Sale Shares as at the date of the Transfer Notice using the following assumptions and bases -

- (a) by valuing the Sale Shares as on an arms' length sale between a willing vendor and a willing purchaser, and
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so

If any difficulty shall arise in applying any of the foregoing assumptions or bases, then such difficulty shall be resolved by the auditors or the independent expert, as the case may be, in such manner as he shall in his absolute discretion think fit. The Company will use its best endeavours to procure that the auditors or the independent expert, as the case may be, determines the Transfer Price within 21 days of being requested to do so

9 1 6 Upon receipt of the auditor's or the independent expert's certificate the Directors shall forthwith offer in writing the Sale Shares to the members (other than the Selling Shareholder) at the fair value. In the event of competition between the members for the Sale Shares, the acceptances shall be scaled back on a pro rata basis in proportion to the holdings of shares of those members who wish to accept a proportion of the Sale Shares greater than their proportionate holding of shares. The offer shall be open for acceptance for 21 days from the date of the offer notice and acceptance shall be made by sending to the Company's registered office a written notice of acceptance together with a remittance by way of a banker's draft made payable to the Selling Shareholder for the whole of the purchase price for the Sale Shares accepted by the member

9 1 7 In the event that the Sale Shares or some of them still remain unsold after implementation of Article 9 1 6 -

- (a) the members (other than the Selling Shareholder) and the Company shall have the right, exercisable within three months of the end of the 21 day period in Article 9 1 6, to find a person or persons wishing to purchase some or all of the Sale Shares at the fair value assessed under Articles 9 1 2 to 9 1 5, and the provisions of Article 9 1 9 shall mutatis mutandis apply, and
- (b) subject to compliance with the applicable statutory requirements, the Company shall have the right exercisable within three months of the end of the 21 day period in Article 9 1 6 to repurchase some or all of the Sale Shares at the fair value assessed

9 1 8 In the event that the Sale Shares remain unsold after implementation of Article 9 1 7, the share certificate (or in the case of a part sale the certificate for the balance of Sale Shares) shall be sent to the Selling Shareholder who shall be at liberty to sell such shares at a price no lower than the fair value in the period of 3 months following the end of the 3 month period in Article 9 1 7 to a third party

- 9 1 9 If, by the foregoing procedure, the Directors shall receive acceptances in respect of some but not all of the Sale Shares they shall forthwith give notice in writing to the Selling Shareholder and to the person or persons who have agreed to purchase the same ("purchaser" or "purchasers") Every such notice shall state the name and address of each purchaser, the number of Sale Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice) The Selling Shareholder shall thereupon become bound upon payment of the fair value to the Selling Shareholder (whose receipt shall be a good discharge to the purchaser, the Company and the Directors therefor, none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Sale Shares accepted by him The purchase shall be completed at the time and place appointed by the Directors
- 9 1 10 Where the Selling Shareholder has stipulated that all (and not some) of the shares detailed in the Transfer Notice are to be sold and the Directors shall not, by the foregoing procedure, receive acceptances in respect of all of the Sale Shares the Directors shall forthwith give notice of that fact to the Selling Shareholder and the Sale Shares shall thereupon cease to be the subject of a Transfer Notice, but the foregoing shall be without prejudice to the continuing application of Articles 9 1 7 and 9 1 8 to the extent provided in those Articles
- 9 1 11 In Articles 9 1 12 and 9 1 13, a "Relevant Event" means -
- (a) a member being adjudicated bankrupt or being a corporation taking any corporate action or other steps being taken or legal or other proceedings being started for its winding-up, dissolution or re-organisation (other than for the purposes of a bona fide, solvent scheme of reconstruction or amalgamation) or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets, or
 - (b) a member dying and in consequence of which the person or persons who became entitled to the shares are not persons to whom the shares may be transferred in accordance with Article 10 4, or
 - (c) a member is, or may be, suffering from mental disorder and either (i) he is admitted to hospital in pursuance of an application for admission for treatment under Section 3 of the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect of his property or affairs, or
 - (d) a member making any voluntary arrangement or composition with his creditors or being a corporation being unable to pay its debts as they fall due, or
 - (e) an encumbrancer taking possession of or a distress execution sequestration or process being levied or enforced upon the whole or a material part of a member's undertaking or assets
- 9 1 12 Upon the happening of any Relevant Event the member in question shall be deemed to

have immediately given a Transfer Notice in respect of all (and not some) of the shares as shall then be registered in the name of such member and all of the shares (if any) as shall then be registered in the name of a permitted transferee (as defined in Article 10 1) In such event the Selling Shareholder shall not be entitled to stipulate as envisaged by Article 9 1 1 that all of the shares rather than all or some of them shall be subject to a deemed Transfer Notice

- 9 1 13 If the Relevant Event shall be the death of a member and if all of the shares which are offered pursuant to the deemed Transfer Notice shall not be sold after the expiration of the period in Article 9 1 7 then the personal representatives of the member in question shall be entitled to elect at any time before the shares are disposed of by them to be registered themselves as the holders of the unsold shares
- 9 2 The members shall pass all resolutions necessary to enable the provisions of this Article 9 to be effected within a reasonable period of time
- 9 3 If in any case any member or members either as a group or any number of them having become bound to transfer any shares held by them pursuant to the provisions of Articles 9 or 10 shall make default in transferring those shares, the Directors shall authorise some person to execute on behalf of and as attorney for each member in default any necessary transfers and may receive the purchase money and shall then (subject to due stamping) cause the name of the purchasers to be entered in the register of members as the holders of those shares and hold the purchase money in trust for each member in default The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the selling member until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person
- 9 4 The members agree to procure that the Directors shall approve for registration any transfer of shares in relation to which the provisions of Articles 9 or 10 have been complied with
- 9 5 No member will mortgage, charge or declare a trust or otherwise transfer, dispose or deal in the legal or beneficial ownership of any shares except (i) as permitted by these Articles of Association, (ii) with the written consent of the other members or (iii) to or in favour of any bank or institution (or any nominee, nominees or receiver of such bank or institution) to whom such shares are being mortgaged, charged, transferred or otherwise disposed of by way of security
- 9 6 Notwithstanding anything contained in these Articles
- (a) any pre-emption rights conferred on existing members by these Articles or otherwise shall not apply to, and
 - (b) the directors shall not decline to register, nor suspend registration of, any transfer of shares where such transfer is
 - (i) in favour of any bank or institution (or any nominee or nominees of such bank or institution) to whom such shares are being transferred by way of security, or

- (ii) duly executed by any such bank or institution (or any such nominee or nominees) to whom such shares shall (including any further shares in the Company acquired by reason of its holding of such shares) have been transferred as aforesaid, pursuant to the power of sale under such security, or
- (iii) duly executed by a receiver appointed by a bank or institution pursuant to any security document which creates any security interest over such shares,

and a certificate by any official of such bank or institution or any such receiver that the shares are or are to be subject to such a security and that the transfer is executed in accordance with the provisions of this Article shall be conclusive evidence of such facts. Any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this Article

PERMITTED TRANSFERS

10 1 For the purpose of Articles 10 2 to 10 4 -

- (a) “permitted transferee” means a person to whom a member has transferred one or more shares under a permitted transfer and “permitted transfer” means a transfer under Articles 10 2 to 10 4,
- (b) “privileged relation” in relation to a member means the spouse (or widow or widower) or cohabiting partner of the member and the member’s lineal descendants and for these purposes a step-child or adopted child or illegitimate child of any member shall be deemed to be a lineal descendant of such member, and
- (c) “family trust” means, in relation to a member being an individual or a deceased member, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of (i) that member and/or a privileged relation of that member or (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities), and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member or his privileged relations

10 2 A member being an individual (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any of the shares held by him

- (a) to a privileged relation, or
- (b) to trustees to be held upon a family trust of such member.

10 3 Where shares are held by trustees upon a family trust

- (a) such shares may on any change of trustees be transferred to the new trustees of that family trust,
 - (b) such shares may at any time be transferred to any person to whom under Article 10 2 the same could have been transferred by the settlor if he had remained the holder thereof,
 - (c) if and whenever any such shares cease to be held upon a family trust (otherwise than in consequence of a transfer authorised by Article 10 3(b) or there cease to be any beneficiaries of that family trust other than a charity or charities the trustees shall be deemed immediately to have given a Transfer Notice in respect of all their relevant shares, and
 - (d) for the purposes of this Article 10 3, the expression "relevant shares" means and includes (so far as the same remain from time to time held by the trustees) the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them
- 10 4 The personal representatives of a member may at any time transfer all or any of the shares to which they are entitled to any person to whom the registered holder would have been permitted to transfer the same under Articles 10 2 or 10 3
- 10 5 Any member may at any time transfer all or any of his shares to any person with the prior written consent of members holding not less than 75% of the issued shares by nominal value
- 10 6 Where there is a sequence of two or more transfers to permitted transferees
- (a) neither the first, nor any subsequent, permitted transferee shall make a permitted transfer to anyone who does not qualify as someone to whom the person who made the first such permitted transfer could make a permitted transfer, and if any permitted transferee shall cease to be so qualified, such permitted transferee shall immediately retransfer the shares concerned to such original transferor in the sequence, and
 - (b) in relation to a member who has made a permitted transfer the initial and each subsequent permitted transferee in a sequence following from his transfer shall be regarded as his permitted transferee

PROCEEDINGS AT GENERAL MEETINGS

- 11 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 by the Chairman or any member in person or by proxy Unless a poll is 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, 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 In the event of an equality of votes the Chairman shall not have a second or casting vote If from time to time there should be only one member of the Company pursuant to the provisions of the Companies (Single Member Private Limited Companies) Regulations 1992, the provisions of section 370A of the Companies Act 1985 shall apply and Regulation 40 shall be amended accordingly

DIRECTORS

- 12 The number of Directors of the Company shall not be subject to any maximum but if and so long as there is a sole Director such Director may act alone in exercising all the powers and authorities by Table A or these Articles vested in the Directors generally and Regulations 89 and 90 shall be modified accordingly. The first Directors of the Company shall be the person or persons named in the Statement delivered to the Registrar of Companies prior to the formation of the Company and deemed to be appointed Directors accordingly. A Director need not hold shares in the Company and no Director shall be subject to retirement by rotation.
- 13 Each member holding in aggregate at least 10% in nominal value of the ordinary shares shall have the right to appoint one Director (who may be himself or any other person) and at any time to remove and/or replace any such person.
- 14 The Company shall not be subject to section 293 of the Act and accordingly any person may be appointed or elected as a Director whatever his age and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.
- 15 In the case of an equality of votes at any Directors' Meeting the Chairman of the Meeting shall not have a second or casting vote.
- 16.1 If a Directors' Meeting, or part of a Directors' Meeting, is concerned with an actual or proposed transaction or arrangement with the Company in which a Director is interested, that Director is not to be counted as participating in that Meeting, or part of a Meeting, for voting or quorum purposes.
- 16.2 But if Article 16.3 applies, a Director who is interested in an actual or proposed transaction or arrangement with the Company
- (a) is to be counted as participating in a decision at a Directors' Meeting, or part of a Directors' Meeting, relating to it, and
 - (b) is entitled to vote on a proposal relating to it.
- 16.3 This Article 16.3 applies when
- (a) the Company by Ordinary Resolution disapplies the provision in Article 16.1 which would otherwise prevent a Director from being counted as participating in, or voting at, a Directors' Meeting,
 - (b) the Director's interest cannot reasonably be regarded as likely to give rise to a conflict of interest, or
 - (c) the Director's conflict of interest arises from a permitted cause as set out in Article 16.4
- 16.4 For the purposes of this Article 16, the following are permitted causes
- (a) a guarantee given, or to be given, by or to a Director in respect of an obligation incurred by or on behalf of the Company or any of its subsidiaries,

- (b) subscription, or an agreement to subscribe, for shares or other securities of the Company or any of its subsidiaries, or to underwrite, sub-underwrite, or guarantee subscription for any such shares or securities, and
 - (c) arrangements pursuant to which benefits are made available to employees and Directors or former employees and Directors of the Company or any of its subsidiaries which do not provide special benefits for Directors or former Directors
- 16 5 Subject to Article 16 6, if a question arises at a Meeting of Directors or of a committee as to the right of a Director to vote, the question may, before the conclusion of the Meeting, be referred to the Chairman of the Meeting whose ruling in relation to any Director other than the Chairman is to be final and conclusive
- 16 6 If any question as to the right to participate in the Meeting (or part of the Meeting) should arise in respect of the Chairman of the Meeting, the question is to be decided by a decision of the Directors at that Meeting, for which purpose the Chairman of the Meeting is not to be counted as participating in the Meeting (or that part of the Meeting) for voting or quorum purposes
- 16 7 Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. A person so participating shall be deemed to be present in person at such 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

SECRETARY

- 17 The first Secretary of the Company shall be the person or persons named as Secretary in the Statement delivered to the Registrar of Companies prior to the incorporation of the Company and deemed to be appointed accordingly

DIVIDENDS

- 18 (a) Subject to the provisions of the Act and to paragraph (d) below, the Company may, by Ordinary Resolution passed at a General Meeting of the Company, upon the recommendation of the Directors declare a dividend
- (b) Subject to paragraph (d) below, every General Meeting at which a dividend is declared shall, by Ordinary Resolution, direct that such dividend be paid either in respect of one class of shares to the exclusion of the other class, or in respect of both classes of shares
- (c) Subject to paragraph (d) below, where a dividend is declared in respect of both classes of shares the Company may, by Ordinary Resolution, differentiate between the classes as to the amount or percentage of dividend payable, but in default the shares in each such class shall be deemed to rank *pari passu*, in all respects as if they constituted one class of shares
- (d) Provided always that no dividend shall be declared to either class of shares where the Directors recommend that no dividend should be declared nor shall any dividend be declared to either class which exceeds the amount recommended by the Directors in respect of that class
- (e) When paying interim dividends the Directors may make payments to one class of shares to the exclusion of the other class or to both classes of shares. When making such payments the Directors may differentiate between the classes as to the amount or percentage of dividend payable. Regulations 102 and 103 shall be construed accordingly

BORROWING POWERS OF THE DIRECTORS

- 19 The Directors of the Company may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not and to mortgage or charge its undertaking, property or 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

ALTERNATE DIRECTORS

- 20 Any Director may in writing appoint any person to be his alternate to act in his place at any Meeting of the Directors at which he is unable to be present. Every such alternate shall be entitled to notice of Meetings of the Directors and to attend and vote thereat as a Director when the person appointing him is not personally present and where he is a Director to have a separate vote on behalf of the Director he is representing in addition to his own vote. A Director may at any time in writing revoke the appointment of an alternate appointed by him. The remuneration of such an alternate shall be payable out of the remuneration payable to the Director appointing him and the proportion thereof shall be agreed between them. An alternate need not hold any share qualification

EXECUTIVE DIRECTORS

- 21 (a) The Directors may from time to time appoint to the office of Executive Director any employee or shareholder of the Company. The number of Executive Directors shall not exceed the number of Directors for the time being of the Company and they shall have such duties and powers as the Directors may from time to time determine. An Executive Director shall not be required to hold any share qualification. The Executive Directors shall not be entitled to notice of or to attend at Meetings of the Directors except in cases where the Directors resolve that their presence is required and they shall not vote on any Resolution submitted to a Meeting of the Directors other than a Resolution on which the Meeting decides that they shall be allowed to vote. The appointment of an Executive Director shall not constitute him as a Director within the meaning of the expression 'Director' as defined in the Act, or for the purposes of Table A or these Articles, and he shall remain at all times and in all respects subject to the control of the Directors and he may at any time be removed or suspended from office by the Directors.
- (b) An Executive Director may be paid out of the funds of the Company such remuneration (if any) for his services as an Executive Director as the Directors shall from time to time determine in addition to his remuneration for his other employment with the Company.
- (c) An Executive Director appointed pursuant to this Article may be described by the Company as an Associate Director, or a Technical, Works, Sales or Special Director or by any other name the Directors may from time to time specify.

INDEMNITY

- 22 1 Subject to Article 22 2, a relevant officer of the Company or an associated company may be indemnified out of the Company's assets against
- (a) any liability incurred by that officer in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that officer in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in the Act), and
- (c) any other liability incurred by that officer as an officer of the Company or an associated company.
- 22 2 This Article 22 does not authorise any indemnity which would be prohibited or rendered void by any provision of the Act or by any other provision of law.
- 22 3 In this Article 22
- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant officer" means any Director, former Director or other officer of the Company or an associated company (but not its auditor).

DISQUALIFICATION OF DIRECTORS

23 The office of a Director shall be vacated -

- (a) If by notice in writing to the Company he resigns the office of Director,
- (b) If he ceases to be a Director by virtue of section 291 of the Act,
- (c) If he becomes bankrupt or insolvent or enters into any arrangement with his creditors,
- (d) If he becomes of unsound mind,
- (e) If he is prohibited from being a Director by any order made under sections 1 to 7, section 8 (as amended by section 79 of the Companies Act 1989) and sections 9 and 10 of the Company Directors Disqualification Act 1986, or
- (f) If he is removed from office by a resolution duly passed under section 303 of the Act

NOTICES

- 24
- (a) Subject to the provisions of paragraphs (b) and (c) below, proof that an envelope containing a notice was properly addressed, prepaid and posted by registered or recorded delivery or other similar service to his registered address shall be conclusive evidence that notice was given
 - (b) Any notice served on a person at an address within the United Kingdom shall be deemed to have been served at the expiration of forty-eight hours after the envelope containing it was posted as aforesaid or in the event of a notice being served personally at the time such service took place
 - (c) Any notice served on a person at an address outside the United Kingdom shall be deemed to have been served at the expiration of seventy-two hours after the envelope containing it was posted as aforesaid or in the event of a notice being served personally at the time such service took place

THE COMPANY SEAL

- 25 Pursuant to section 36A of the Act, the Company may execute documents and deeds without the use of a Seal and any Share Certificate signed by a Director and Secretary or by two Directors shall be as valid as a Certificate sealed with the Seal of the Company and Regulations 6 and 101 shall be amended accordingly. The Company may in accordance with section 39 of the Act have an official seal for use in any territory, district or place elsewhere than in the United Kingdom but which shall only be used by a Director and Secretary or by two Directors or by such person or persons on such occasions and in such circumstances as are specifically authorised by a Resolution of the Directors for the time being of the Company who shall have the authority to amend, suspend or withdraw such authority as they think fit.