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Katherine
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THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION OF
P. I. H. KAZAKHSTAN LIMITED

PRELIMINARY

1 (a) The Regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

SHARE CAPITAL

2 The share capital of the Company is £1,000 divided into 500 "A" shares of £1 each and 500 "B" shares of £1 each. Subject as hereinafter in these Articles provided, the "A" shares and the "B" shares shall rank pari passu in all respects as if they constitute one class of share. The authorised share capital of the Company shall consist only of "A" shares of £1 each and "B" shares of £1 each in equal proportions.

ALLOTMENT OF SHARES

3 (a) All shares which the Directors propose to issue shall be allotted at the same price in equal proportions of "A" and "B" shares and the shares of each class shall first be offered to the Members holding shares of the same class in proportion as nearly as may be to



the number of the existing shares of that class held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number and class of shares offered and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares of each class so deemed to be declined shall be offered in the proportion aforesaid to the persons holding shares of the same class who have, within the said period, accepted all the shares of the same class offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid may thereafter be offered to persons holding shares of the other class and the same procedures mutatis mutandis as to offers and further offers shall be followed as applied to the offers and further offers of such shares to members holding shares of the same class. Thereafter any remaining shares not so accepted or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefore than the terms on which they were offered to the Members and provided also that any such person is approved prior to such allotment, grant of option or other disposal by the Members. The foregoing provisions of this paragraph (a) shall have effect subject to Section 80 of the Act and to paragraph (c) below.

(b) In accordance with Section 91(1) of the Act Sections 89(1) and 90 (1) to (6) (inclusive) of the Act shall not apply to the Company.

(c) The Directors are generally and unconditionally authorised for the

purpose of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The Authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

(d) Clauses 2 and 3 in Table A shall not apply to the Company.

SHARES

4 The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered 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 monies presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

5 The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of clause 18 in Table A of the words “and all expenses that may have been incurred by the Company by reason of such non-payment”.

6 Clause 32 in Table A shall be read and construed as if the words “special resolution” were substituted for the words “ordinary resolution”.

GENERAL MEETINGS AND RESOLUTIONS

7 (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and clause 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their rights to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and (in the case of an Annual General Meeting only) to the Auditors for the time being of the Company.

8 (a) No business shall be transacted at any meeting unless at least one holder of each class of shares is present in person or by proxy or (in the case of a corporation) by a duly authorised representative at the time when the meeting proceeds to business.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed thereof such adjourned General Meeting shall be dissolved.

(c) Clauses 40 to 41 in Table A shall not apply to the Company.

(d) The Chairman at any General Meeting shall not be entitled to a second or casting vote and Clause 50 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

9 (a) Clause 64 in Table A shall not apply to the Company.

(b) The Directors shall be a minimum of two and a maximum of four in number. The holders of the "A" shares shall be entitled to appoint up to two directors who shall be designated "A" Directors and the holders of the "B" shares shall be entitled to appoint up to two directors who shall be designated as "B" Directors, all of whom shall be deemed to have been appointed under the provisions of Article 10 hereof. The holders of each class of shares must appoint at least one person as a director.

(c) Any person who is appointed or deemed to have been appointed a Director under Article 10 hereof shall (subject to the provisions of Clause 81 in Table A as modified by Article 14 hereof) be entitled to retain office as a Director until he is removed by the holders for the time being of the class of shares which he represents under the provisions of Article 10 hereof.

(d) Clauses 73 to 80 (inclusive) and the last sentence of Clause 84 in Table A shall not apply to the Company.

10. (a) The holder of the "A" shares shall be entitled to appoint and remove up to one-half of the total number of Directors of the Company from time to time specified for the purposes of Article 9(b) hereof (each such Director so appointed being hereinafter referred to as an "A" Director) and the holders of the "B" shares shall be entitled to appoint and remove up to one-half of the total number of Directors of the Company specified for the purposes of Article 9(b) hereof (each such Director so appointed being hereinafter referred to as a "B" Director).

(b) Every appointment or removal of a Director under the powers conferred by this Article shall be made by instrument in writing under the hands of the holders for the time being of a majority of the issued shares of the class in respect of which the appointment or removal of such Director is made (or, where any holder is a Company, under the hands of a Director or the Secretary of the Company) and such instrument shall only take effect on the

service thereof at the registered office of the Company. Every such instrument shall be annexed to the Directors' Minute Book as soon as practicable after such service.

(c) No person dealing with the Company shall be concerned to enquire as to the validity of the appointment or removal of a Director under this Article and shall not be affected or in any way prejudiced by any invalidity in such appointment or removal unless such person had at the time express notice of the same.

BORROWING POWERS

11. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and 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

12. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors, in addition to his own vote or votes as a Director (if any), to the same number of votes to which each Director whom he represents

would have been entitled if personally present. An alternate Director shall, however, count as only one for the purpose of determining whether a quorum is present.

(c) Clause 66 in Table A shall be read and construed as if the words “and of all meetings of committees of directors of which his appointer is a member” were omitted therefrom.

(d) Clause 67 in Table A shall be read and construed as if it ended after the words “ceases to be a director”.

DELEGATION OF DIRECTORS' POWERS

13. The Directors shall not be entitled to delegate any of their powers to any committee and clause 72 in Table A shall be modified accordingly.

14. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

REMUNERATION OF DIRECTORS AND DIRECTORS' EXPENSES

15. (a) Clause 82 in Table A shall be read and construed as if the words “special resolution” were substituted for the words “ordinary resolution”.

(b) Clause 83 in Table A shall be read and construed as if the words “or committees of directors” were omitted therefrom.

GRATUITIES AND PENSIONS

16. (a) The Directors may exercise the powers of the Company conferred by the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

17. (a) The quorum necessary for the transaction of business at any meeting of the Directors shall be one "A" Director and one "B" Director and for this purpose an alternate Director shall in the absence of his appointer be counted in the quorum but subject always to the provisions of Article 12 (b) hereof.

(b) Clause 89 in Table A shall not apply to the Company.

18. (a) At each meeting of the Directors the "A" Directors shall be collectively entitled to one vote for each "A" share for the time being in issue and the "B" Directors shall be collectively entitled to one vote for each "B" share for the time being in issue and so that if only one "A" Director or only one "B" Director is present he shall be entitled to exercise all the votes so collectively conferred on the "A" Directors and the "B" Directors respectively.

(c) The Chairman at any meeting of the Directors shall not be entitled to a second or casting vote.

(d) Clause 88 in Table A shall be modified accordingly.

19. No Director shall be appointed otherwise than in accordance with Article 10 hereof and Clause 90 in Table A shall be modified accordingly.

20. (a) Clauses 92 and 98 in Table A shall be read and construed as if the words "or of a committee of directors" were omitted therefrom.

(b) Clause 93 in Table A shall be read and construed as if the words "or of a committee of directors" and "or (as the case may be) a committee of directors" were omitted therefrom.

(c) Clause 100 in Table A shall be read and construed as if the words "and of committees of directors" were omitted therefrom.

(d) Clause 101 in Table A shall be read and construed as if the words " or of a committee of directors authorised by the directors" were omitted therefrom.

21. (a) A Director may vote, at any meeting of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

CAPITALISATION OF PROFITS

22. Clause 110 in Table A shall be read and construed subject to the provisions of Articles 2 and 3 hereof and as if the words "special resolution" were substituted for the words "ordinary resolution".

INDEMNITY

23. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

24. (a) The Directors shall, subject to Clause 24 in Table A, register the transfer of any share being an "A" share to any other Member holding "A" shares or being a "B" share to any other Member holding "B" shares.

(b) Save where a transfer is made pursuant to a paragraph (a) above any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice subject as stated in paragraph (c) below to any Member or Members willing to purchase the same (hereinafter called "the purchasing member") at the price specified therein or at the fair value certified in accordance with paragraph (d) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

(c) The shares comprised in any transfer notice shall be first offered by notice in writing (hereinafter called "the offer notice") not later than the fourteenth day after receipt by the Company of the transfer notice as follows:-

(i) Any "A" shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company to the Members holding "A" shares (other than the proposing transferor) as nearly as may be in proportion to the existing "A" shares held by them respectively, and with the right to claim excess "A" shares and any "B" shares specified in any transfer notice given to the Company as aforesaid shall be offered by the Company to the Members holding "B" shares (other than the proposing transferor) as nearly as may be in

proportion to the existing "B" shares held by them respectively and with the right to claim excess "B" shares.

- (ii) Every offer notice shall state the price per share specified in the transfer notice but if this has been previously certified shall also state as the effective price the fair value certified by the Auditor pursuant to paragraph (d) below and shall limit the time in which the offer may be accepted, not being less than twenty-one days nor more than forty-two days after the date of the offer notice, provided that if a certificate of fair value under paragraph (d) below has not previously been given and is requested the offer shall remain open for acceptance for a period of fourteen days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the Members. For the purpose of this Article, an offer shall be deemed to be accepted on the date on which acceptance is received by the Company. Every offer notice shall invite each Member to state in his reply the number of additional shares (if any) of the relevant class in excess of his proportion which he desires to purchase, and if all the Members to whom the offer is being then made do not accept the offer in respect of their respective proportions in full, the shares of any class not so accepted shall be used to satisfy the claims for additional shares of the same class made by such Members as nearly as may be in proportion to the number of shares of that class already held by them respectively, provided that no Member shall be obliged to take more shares of any class than he shall have applied for. If any shares of any class shall not be capable without fraction of being offered to the relevant Members in proportion to their existing holding of that class, the same shall be offered to those Members, or some of them, in such proportions

in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.

(d) Any Member may, not later than eight days after the date of the offer notice and provided that a certificate as to the fair value of the shares comprised in the transfer notice has not previously been given, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor), a person nominated by the President for the time being of the Institute of Chartered Accountants in the country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing Members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by notice in writing inform all Members to whom offer is or shall be made of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to its class or the number of shares referred to in the transfer notice.

(e) If purchasing Members holding shares of any class shall be found for all the shares of the same class comprised in the transfer notice the Company shall forthwith give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing Members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares of that class comprised in the transfer notice to transfer such shares to the purchasing Members.

(f) If purchasing Members holding shares of the same class as the shares comprised in the transfer notice shall not be found then any or all such shares shall be offered by the Directors (in the case of "A" Shares) to each holder of "B" Shares (other than if relevant, the member to whose shares the transfer notice relates or any member who has given a transfer notice in respect of any shares or who is bound to give a transfer notice of his shares of any of them) and (in the case of "B" Shares) to each holder of "A" Shares (other than, if relevant, the members to whose shares the transfer notice relates or any member who has given a transfer notice in respect of any shares or who is bound to give a Transfer Notice in respect of his shares of any of them) for purchase at the like price (or fair value as the case may be) and in the same manner (*mutatis mutandis*) as set out in paragraphs (a) and (e) above.

(g) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any such shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing Members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing Members. The Company shall pay the purchase money into a separate bank account.

(h) If the Company shall not give a sale notice to the proposing transferor within the appropriate period specified in sub-paragraph (c)(ii) above in respect of any particular

shares comprised in the transfer notice, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all or any of such shares to any person or persons but in that event the Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any such transfer and Clause 24 in Table A shall, for these purposes, be modified accordingly.

(i) Deliberately omitted

(j) (i) Clauses 29 to 31 (inclusive) of Table A shall not apply to the Company and save where the proposed transfer or transmission is within paragraph (a) above ("a permitted transfer") any person becoming entitled to a share in consequence of the death or bankruptcy of a Member shall be deemed to have given a transfer notice dated the date of death or bankruptcy and the provisions of the other paragraphs of this Article shall thereafter apply thereto;

(ii) the Directors may at any time thereafter upon resolution passed by them give notice requiring such person within thirty days to execute permitted transfers or give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice pursuant to paragraph (c) of this Article relating to those shares in respect of which he has still not executed permitted transfers or given a transfer notice; and

(iii) where a transfer notice is given or deemed to be given under this paragraph (j) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the Directors, be certified in writing by the Auditors in accordance with paragraph (d) of this Article as the fair value thereof.

25 PURCHASE OF OWN SHARES

Subject to:

- (a) the provisions of Part V of the Act; and
- (b) any rights attaching to any class of Share of the Company, the Company may:-
 - (i) issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholders concerned;
 - (ii) purchase any of its own Shares (including any redeemable shares); and
 - (iii) make payment in respect of the redemption or purchase, pursuant to Section 159 and 160 or (as the case may be) Section 162 of the Act and the relevant power under Article 5.1(b) (i) or (ii) above, of any of its own Shares, otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares to the extent permitted by Sections 171 and 172 of the Act and Regulation 35 shall not apply to the Company

26 FINANCIAL ASSISTANCE

Save as to the extent prohibited by the statutes or otherwise by law, the Company shall be entitled to give financial assistance directly or indirectly for the acquisition of any Shares in the Company or shares in any company of which it is a subsidiary or for the purpose of reducing or discharging any liability incurred by any person for the purpose of acquiring Shares in the Company or shares in any company of which it is a subsidiary or otherwise by law

27 RESTRICTED TRANSACTIONS

Without the prior written approval of the holders of the "A" Shares and of the holders of the "B" Shares the Company shall not:-

- 27.1.1 create any fixed or floating charge, lien (other than a lien arising by operation of law) or other encumbrance over the whole or any part of the undertaking, property or assets of the Company or of such Subsidiary, except for the purpose of securing the indebtedness of the Company to its bankers for sums borrowed in the ordinary and proper course of the Business;
- 27.1.2 borrow any sum (except from the Company's bankers in the ordinary and proper course of the Business) in excess of a maximum aggregate sum outstanding at any time of £10,000;
- 27.1.3 make any loan or advance or give any credit (other than normal trade credit) in excess of £1,000 to any person, except for the purpose of making deposits with bankers which shall be repayable upon the giving of no more than 7 days' notice.
- 27.1.4 give any guarantee or indemnity to secure the liabilities or obligations of any Person (other than a wholly-owned Subsidiary of the Company);
- 27.1.5 sell, transfer, lease, assign or otherwise dispose of a material part of the undertaking, property and/or assets of the Company or any such Subsidiary (or any interest therein), a contract so to do otherwise than in the ordinary and proper course of the Business;
- 27.1.6 enter into any contract, arrangement or commitment involving expenditure on capital account or the realisation of capital assets and for the purpose of this paragraph the aggregate amount payable under any agreement for hire, hire purchase or purchase on credit sale or

- conditional sale terms shall be deemed to be capital expenditure incurred in the year in which such agreement is entered into;
- 27.1.7 engage any new employee at remuneration which could exceed the rate of £15,000 per annum;
- 27.1.8 increase the remuneration of any employee to a rate which could exceed the rate of £15,000 per annum or increase the of any employee whose existing remuneration could exceed such rate;
- 27.1.9 take or agree to take any leasehold interest in or licence over any land;
- 27.1.10 issue any unissued shares for the time being in their respective capitals or create or issue any new shares, except as expressly permitted by the Company's Articles of Association;
- 27.1.11 alter any rights attaching to any class of share in the capital of the Company;
- 27.1.12 consolidate, sub-divide or convert any of the Company's share capital or in any way alter the rights attaching thereto;
- 27.1.13 issue renounceable allotment letters or permit any Person entitled to receive an allotment of shares to nominate another Person to receive such allotment except on terms that no such renunciation shall be registered unless the renounce or Person nominated os approved by the Board; or
- 27.1.14 create, acquire or dispose of any Subsidiary or of any shares in any Subsidiary;
- 27.1.15 enter into any partnership or profit sharing agreement with any Person;

- 27.1.16 do or permit or suffer to be done any act or thing whereby the Company may be wound up (whether voluntarily or compulsorily), save as otherwise expressly provided for in this Agreement;
- 27.1.17 issue any debentures or other securities convertible into shares or debentures or any share warrants or any options in respect of shares;
- 27.1.18 enter into any contract or transaction except in the ordinary and proper course of the Business on arm's length terms;
- 27.1.19 acquire, purchase or subscribe for any shares, debentures mortgages or securities (or any interest therein) in any company, trust or other body;
- 27.1.20 appoint or dismiss any Director but without prejudice to the rights conferred on each of the Shareholders pursuant to clause 4 to appoint and remove Directors;
- 27.1.21 create any contract or obligation to pay money or money's worth to any member of the Company or to any Holding Company or to any Person as a nominee or associate of any such member (including any renewal thereof or any variation in the terms of any existing contract or obligation);
- 27.1.22 appoint any committee of the Directors or any local board or delegate any of the powers of the Directors to such committee or local board;
- 27.1.23 hold any meeting of Shareholders or purport to transact any business at any such meeting unless there shall be present duly authorised representatives or proxies for each of the Shareholders.

PROCEDURE IN THE EVENT OF DEADLOCK

- 28 (a) This article shall apply in any case where:

- (i) a matter relating to the affairs of the Company has been considered by a meeting of the Board and/or the Members as the case may be;
and
- (ii) no resolution has been carried at such meeting of the Board and/or the Members in relation to the matter; and
- (iii) such matter is not resolved within 28 days from the date of such meeting.

Any such case is hereinafter referred to as a "deadlock".

- (b) If a deadlock shall prevent the Company from continuing to achieve its business purposes any member may by notice in writing to the other Members require that the others shall purchase and he shall sell or that he shall purchase and the others shall sell all (but not part only) of the Shares held or beneficially owned by him at any time within 28 days of the date on which such deadlock arose in accordance with the provisions of sub-clause (a) of this Article 28 whereupon the provisions of Article 24 relating to transfers shall apply mutatis mutandis.. In default of any such sale and/or purchase the Members shall procure that the Board shall, at the earliest practicable date:

- (i) make or concur in the making of a statutory declaration in the terms mentioned in Section 89 of the Insolvency Act 1986 (if the state of the Company's affairs admits of the making of such a declaration);
- (ii) subsequently convene an extraordinary general meeting of the Company to consider:
the matter from which the deadlock arose; and
the passing of a special or extraordinary resolution to place the Company in members' voluntary liquidation (if such a declaration as is

mentioned in Article 28(b)(i) above has been made) or (in any other case) in creditors' voluntary liquidation;

Such meeting or meetings to be held within 5 weeks after the making of any declaration made in pursuance of Article 28(b)(i) above; and

(iii) where the state of the Company's affairs does not admit of the making of such a declaration as is mentioned in Article 28(b)(i) above, convene a meeting of the Company's creditors in accordance with Section 235 and Schedule 10 of the Insolvency Act 1986.

(c) If, at the extraordinary general meeting referred to in Article 28(b)(ii) above, no resolution is carried in relation to the matter from which the deadlock arose by reason of an equality of votes for and against any proposal for dealing with such matter, the Members must vote in favour of the special or extraordinary (as the case may be) resolution for winding up the Company.