

**AGILISYS CONTACT SERVICES LIMITED**

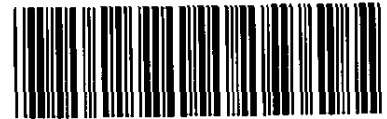
(Company No. 04288680)

(the "Company")

**WRITTEN RESOLUTIONS OF THE COMPANY**

Dated 29 APRIL 2015

MONDAY



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**ORDINARY RESOLUTIONS**

In accordance with Part 13 Chapter 2 Companies Act 2006, the directors of the Company propose the following written resolutions, which are proposed as ordinary resolutions (the "Ordinary Resolutions").

1. THAT, the members of the Company hereby approve and authorise, for all purposes, the terms of, the transactions contemplated by, and the execution, delivery and performance by the Company of each of the following documents.
  - a. an accession deed (the "Accession Deed") to be entered into between, (i) the Company, (ii) Agilisys Holdings Limited, (iii) Barclays Bank PLC as Agent and (iv) Barclays Bank PLC as Security Agent for itself and each of the parties to the Intercreditor Agreement (as defined below) for the purposes of acceding to:
    - (i) a unitranche and revolving credit facilities agreement, dated 1 April 2015 (the "Facilities Agreement") between, amongst others, (i) Agilisys Holdings Limited as Original Borrower, (ii) Agilisys Holdings Limited, and the other entities listed as Original Guarantors in Part 1 of Schedule 1 (*Original Parties*) therein (the "Original Obligors"), (iii) the Original Lenders, (iv) the Arrangers, (v) the Agent and (vi) the Security Agent (each as defined in the Facilities Agreement); and
    - (ii) an intercreditor agreement, dated 1 April 2015 (the "Intercreditor Agreement") between, amongst others, (i) the Original Obligors as debtors, (ii) Alcentra ECOF S.à r.l., Alcentra European DLF S.à r.l., Alcentra UK DLF S.à r.l., KS Alcentra Europe S.à r.l. and Barclays Bank PLC as senior lenders, (iii) Barclays Bank PLC as Agent and (iv) Barclays Bank PLC as Security Agent;
  - b. a first-ranking debenture creating fixed and floating charges to be entered into between, amongst others, the Company as chargor in favour of Barclays Bank PLC as Security Agent; and
  - c. any notices, communications, ancillary documents or other Finance Document to be executed, delivered or performed by the Company (including any director's certificate, compliance certificate or other written confirmation, utilisation request, selection notice, accession or resignation document, waiver or consent request letter

or engagement letter) in connection with, or required to give effect to, the documents listed in paragraphs a) and b) (inclusive) above or the transactions contemplated thereby (the "Documents");

2. THAT it would promote the success of the Company for the benefit of its members as a whole and be to the further benefit and advantage to the Company to enter into the Documents,
3. THAT any director be and is hereby authorised to do all such acts and things and agree and execute all such Documents as may be required to implement the transactions contemplated by the Documents on the basis that if any document needs to be executed as a deed that the same be executed by the Company in the manner prescribed by section 44 of the Companies Act 2006;
4. THAT any director of the Company be and is hereby authorised to execute the Documents, or such other documents as may be required, on behalf of the Company in the form produced to the meeting subject to such amendments and modifications as the director executing the same may agree and so that the director's signature of the Documents shall be conclusive evidence of the agreement to such amendment or modifications; and
5. THAT any director or the secretary of the Company be and they are hereby authorised to sign and deliver all such certificates and notices, communications or other documents as may be required in connection with the Documents,

AND THAT any act done or document executed pursuant to these resolutions shall be valid, effective and binding on the Company.

## SPECIAL RESOLUTION

In accordance with Part 13 Chapter 2 Companies Act 2006, the directors of the Company propose the following written resolutions, which are proposed as special resolutions (the "Special Resolutions" and together with the Ordinary Resolutions, the "Resolutions"):

1. THAT the articles of association of the Company be amended by inserting the following as a new Article 2.1.

"2.1 Notwithstanding anything to the contrary contained in these Articles, any pre-emption rights conferred on existing members by these Articles or otherwise shall not apply to any shares that have been charged by way of security to any bank, group of banks, institution or other person, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person(s)).",

and the existing articles of association shall be renumbered accordingly;

2. THAT the articles of association of the Company be amended by inserting the following as a new Article 3.1:

"3.1 Notwithstanding anything to the contrary contained in these Articles, Articles 3.2 and 3.3 (inclusive) shall not apply to any shares that have been charged by way of security to any bank, group of banks, institution or other person, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person(s)).",

and the existing articles of association shall be renumbered accordingly;

3. THAT the articles of association of the Company be amended by inserting the following as a new Article 16.1.

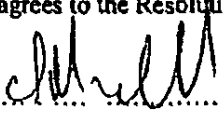
"16.1 Notwithstanding anything to the contrary contained in these Articles, Articles 16.2 to 16.3 (inclusive) shall not apply to any shares that have been charged by way of security to any bank, group of banks, institution or other person, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person(s)).",

and the existing articles of association shall be renumbered accordingly;

AND THAT any act done or document executed pursuant to these resolutions shall be valid, effective and binding on the Company.

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, a person entitled on the date set out above to vote on the Resolutions, hereby irrevocably agrees to the Resolutions.

Signed by  (Print Name)

*Charles Mindenhall*  
for and on behalf of AGILISYS B2B LIMITED

Date: 29 APRIL 2015

## NOTES

### Procedures for signifying agreement

1. You can choose to agree to the Resolutions but you must agree to the Resolutions in their entirety. If you agree to the Resolutions, please signify your agreement by signing and dating this document where indicated above and returning it to the Company
2. If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree if you do not reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.

### Period for agreeing to the Resolutions

4. Unless, by the end of 30 April 2015 sufficient agreement has been received for the Resolutions to be passed, it will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or on that date. Your agreement will be ineffective if received after that date.

### Other

5. If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document.

**The Companies Acts 1985 to 1989**

**Private Company Limited by Shares**

**Company Number: 4288680**

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**SUBSTITUTED ARTICLES OF ASSOCIATION**

**CONTACT PARTNERS LIMITED**

Adopted by Special Resolution on 27 June 2003 and as amended by

Special Resolution on 29 April 2015

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**THE COMPANIES ACTS 1985 TO 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**SUBSTITUTED ARTICLES OF ASSOCIATION OF**  
**CONTACT PARTNERS LIMITED**

**1. PRELIMINARY**

1 1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373) (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 Articles of Association of the Company

1 2 In these Articles the expressions

"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,

"Board" means the board of Directors of the Company from time to time,

"Board Majority" means a majority of the votes cast by Directors entitled to vote on a resolution at a meeting of the Board,

"Compulsory Transfer Notice" means a notice given by Directors to the holder(s) of Shares in specified circumstances requiring the transfer of the specified Shares,

"Directors" means the directors of the Company from time to time and includes references to alternate directors,

"Encumbrance" means any encumbrance, claim, pledge, charge (fixed or floating), mortgage, security, lien, option, equity, power of sale, hypothecation, trust, levy, right of set-off or any other third party right or interest (legal or equitable) or any other security interest of any kind, however created or arising, or any other agreement or arrangement having similar effect,

"Group", in relation to any person, means (i) the parent undertaking and subsidiary undertakings for the time being of that parent and (ii) any subsidiary undertaking, provided that, where used in relation to the Company, the term "Group" shall mean the Company and its subsidiary undertakings, and, where used in relation to an individual, the term Group shall include such individual's spouse and children,

"Ordinary Shares" means the ordinary shares of one pence each in the capital of the Company,

**“Prohibited Shareholders”** means any Shareholder (or member of such Shareholder’s Group) all of whose Shares are subject to a Compulsory Transfer Notice,

**“Qualified Buyer”** means a person that is determined by a Super Majority Vote of the Directors to be of good standing, financial substance and reputation,

**“Shareholder”** means a holder of Ordinary Shares from time to time; **“Shares”** means the Ordinary Shares,

**“subsidiary company”** means a company which is a subsidiary of another within the meaning of section 736 of the Act except that a company shall not be regarded as a subsidiary of another by reason only of the fact that that other is a member of it and has the right to appoint or remove a majority of its board of directors and the definition of “holding company” in the said section shall be construed accordingly, and

**“Super Majority Vote”** means, in the case of a Shareholder vote on any matter, the vote of the holders of at least 75 per cent of the Shares entitled to vote on such matter and, in the case of a vote of the Directors on any matter, the vote of Directors holding, or Directors appointed by Shareholders holding at least 75 per cent of the Shares held by Directors, or by Shareholders whose appointed Directors are, entitled to vote on such matter

## **2. ALLOTMENT OF SHARES**

- 2 1 Notwithstanding anything to the contrary contained in these Articles, any pre-emption rights conferred on existing members by these Articles or otherwise shall not apply to any shares that have been charged by way of security to any bank, group of banks, institution or other person, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person(s))
- 2 2 Shares which are comprised in the authorised but unissued share capital of the Company shall be under the control of the Directors who may (subject to section 80 of the Act and to Article 2 4, 2 5 and 2 6 below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit
- 2 3 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
- 2 4 Any unissued Shares shall be offered, before they are issued or allotted, simultaneously and on the same terms to all existing Shareholders (other than Prohibited Shareholders) Each such offer shall be made by a notice specifying the number, price and terms of payment of the Shares on offer The notice shall invite each recipient to state in writing within a period of 20 Business Days whether it or he is willing to take any, and, if so, what maximum number, of the Shares on offer (which maximum number may be less than or greater, as a percentage of the Shares on offer, than the percentage of the total number of Shares in issue that are held by the recipient (its **“Pre-emptive Entitlement”**))
- 2 5 At the expiration of the time stipulated by an offer pursuant to Article 2 5 the Board shall allot and issue the Shares offered to or amongst those Shareholders who have notified the Company of their willingness to take any of the Shares offered If any Shareholder has expressed a willingness to take more than his or its Pre-emptive Entitlement, and any other Shareholder does

not intend to take up all or part of his or its Pre-emptive Entitlement, such allotment shall be made on the basis that all Shareholders wishing to take up Shares in excess of their Pre-emptive Entitlement are allocated their pro rata Shares (calculated on the basis of the number of Shares held by all such Shareholders) of the number of Shares not taken up by any other Shareholder (as nearly as may be without involving fractions), so that no person shall be allotted more than the maximum number of Shares which he or it has stated he or it is willing to take

2 6 Any offered shares not accepted by the Shareholders, or not capable of being allocated among them except by way of fractions, shall be at the disposal of the directors, provided that, no such Shares shall be allotted

- (i) after the expiry of the period of four months from the date on which they were offered to existing Shareholders,
- (ii) on terms which are more favourable to the allottee than the terms on which they were offered to existing Shareholders, or
- (iii) to a Prohibited Person or to a person who is not a Qualified Buyer

2 7 The Directors are generally and unconditionally authorised for the purposes 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 of the Company as at the date of the adoption of these Articles of Association at any time or times during the period of five years from the date of the adoption of these Articles of Association and the Directors may, after that period, allot any Shares or grant any such 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

### **3. SHARES**

3 1 Notwithstanding anything to the contrary contained in these Articles, Articles 3 2 and 3 3 (inclusive) shall not apply to any shares that have been charged by way of security to any bank, group of banks, institution or other person, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person(s)).

3 2 The lien conferred by regulation 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 moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly

3 3 The liability of any Shareholder in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such nonpayment"

3 4 The authorised share capital of the Company at the date of adoption of these Articles is £100,000 divided into 10,000,000 Ordinary Shares of one pence each



#### **4. GENERAL MEETINGS**

4 1 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 right 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 to the auditors for the time being of the Company

4 2 Regulation 37 in Table A shall be read and construed as if the last sentence were omitted therefrom

4 3 A general meeting shall be called upon resolution of the Board, or at the request of Shareholders holding, in the aggregate, at least 20 per cent of the issued Shares or in any other circumstance provided by applicable law Notice of any such meeting shall be delivered in accordance with the Act, shall state the location, date, time and agenda of the meeting, and shall comply in all other necessary respects with applicable law

Such notice shall also state that, in the event the necessary quorum for such meeting is not achieved on the date and at the time originally prescribed for the same, then the meeting shall reconvene at a specified date and time not less than 15 days, but not more than 24 days, later in the same place and shall be subject to the further quorum and voting requirements set forth below Notice of any such general meeting shall be signed by the chairman of the Board or a duly appointed substitute A general meeting may be called in a place (in the UK) other than the registered office

4 4 A general meeting shall be called at least once a year within six months of the end of the Company's financial year

4 5 No business shall be transacted at any general meeting unless a quorum is present Subject to Article 4 6 below, two persons entitled to vote upon the business to be transacted, each being a Shareholder or a proxy for a Shareholder or a duly authorised representative of a corporation, shall be a quorum

4 6 If and for so long as the Company has only one Shareholder, that Shareholder present in person or by proxy or (if that Shareholder is a corporation) by a duly authorised representative shall be a quorum

4 7 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 therefore such adjourned general meeting shall be dissolved

4 8 Regulations 40 and 41 in Table A shall not apply to the Company

4 9 If and for so long as the Company has only one Shareholder and that Shareholder takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting, subject as provided in Article 4 10 below

- 4 10 Any decision taken by a sole Shareholder pursuant to Article 4 9 above shall be recorded in writing and delivered by that Shareholder to the Company for entry in the Company's minute book
- 4 11 Resolutions under section 303 of the Act for the removal of a Director before the expiration of his period of office and under section 391 of the Act for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting
- 4 12 A Shareholder present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands In any case where the same person is appointed proxy for more than one Shareholder he shall on a show of hands have as many votes as the number of Shareholders for whom he is proxy Regulation 54 in Table A shall be modified accordingly
- 4 13 Regulation 62 in Table A shall be read and construed as if the words "within the United Kingdom" were omitted therefrom
- 4 14 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without the following modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notari ally or in some other way approved by the Directors may be deposited or received at the place or address specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting.
- 4 15 Any corporation which is a Shareholder of the Company may, by a document signed by a duly authorised officer of that corporation, authorise such person as it thinks fit to act as its representative at any meeting of the Company The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Shareholder of the Company personally present at such meeting Any Director may (but is not bound to) require such evidence as he thinks fit of the authority of the representative to act
- 4 16 A resolution in writing or otherwise contained in an electronic communication signed by all the members of the Company entitled to receive notice of and to attend and vote at a general meeting, or by their duly appointed proxies or attorneys, will, subject to the provisions of the Act, be as valid and effective as if it had been passed at a general meeting of the Company properly convened and held whether such resolution would otherwise be required to be passed as a special, extraordinary or elective resolution Any such resolution may be contained in one document, or in several documents in the same terms, each signed by one or more of the members or their proxies, or attorneys Signature in the case of a corporate member will be sufficient if made by a director of such member or by its duly authorised representative

## **5. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 5 1 Regulation 64 in Table A shall not apply to the Company
- 5 2 Unless and until the Company by special resolution determines otherwise, the number of Directors shall not exceed 12 Whenever the minimum number of directors is one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these

Articles expressed to be vested in the Directors generally, and regulation 89 in Table A shall be modified accordingly

5 3 The Directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company

5 4 No person shall be appointed a Director at any general meeting unless either

(a) he is recommended by the Directors, or

(b) he is nominated by any Shareholder, or

(c) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a Shareholder qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed

5 5 Subject to Article 5 4 above, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director

5 6 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 5 2 above as the maximum number of Directors and for the time being in force

5 7 Each Shareholder may appoint or remove a Director nominated by such Shareholder, with or without cause, by notice to the Company signed by such Shareholder or on his or its behalf. The appointment or removal shall take effect when the notice is delivered to the Company, unless the notice indicates otherwise. A Shareholder removing a Director shall indemnify the Company for any liability arising from such removal. Each Shareholder shall consult with the other Directors before appointing or removing a Director

5 8 The Board shall be entitled to remove any Director, with or without cause, if the Shareholder who appointed that Director ceases to have the right to appoint such Director

## **6. CONSENT, APPOINTMENT OR REMOVAL BY HOLDING COMPANY**

6 1 Every consent or any appointment or removal of a director under the powers conferred upon a holding company by these Articles shall be made by instrument in writing and signed by a Director or the company secretary of such holding 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

6 2 No person dealing with the Company shall be concerned to see or enquire as to whether the powers of the Directors have been in any way restricted hereunder or as to whether any requisite consent of a holding company has been obtained and any restriction imposed by these Articles shall be subject to the provisions of the Act

6 3 If the Company has more than one holding company then for the purpose of these Articles references to its holding company shall be read and construed as references to its immediate holding company

## **7. BORROWING POWERS**

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

## **8. ALTERNATE DIRECTORS**

8 1 Unless otherwise determined by the Company in general meeting by ordinary resolution 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 appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of regulation 66 in Table A shall be modified accordingly

8 2 A Director, or any such other person as is mentioned in regulation 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 or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

8 3 Regulation 66 in Table A shall be read and construed as if the last sentence were omitted therefrom

## **9. GRATUITIES AND PENSIONS**

9 1 The Directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

9 2 Regulation 87 in Table A shall not apply to the Company

## **10. MEETINGS**

10 1 In this article "communication" and "electronic communication" shall bear the meanings set forth in the Electronic Communications Act 2000 or any statutory modification or re-enactment thereof

10 2 A person in electronic communication with the chairman and with all other parties to a meeting of the Directors or of a committee of the Directors shall be regarded for all purposes as personally attending such a meeting provided that but only for so long as at such a meeting he has the ability to communicate interactively and simultaneously with all other parties attending the meeting including all persons attending by way of electronic communication

10 3 A meeting at which one or more of the Directors attends by way of electronic communication is deemed to be held at such place as the Directors shall at the said meeting resolve. In the absence of a resolution as aforesaid, the meeting shall be deemed to be held at the place, if any, where a

majority of the directors attending the meeting are physically present, or in default of such a majority, the place at which the chairman of the meeting is physically present

- 10 4 The quorum for transacting business at any Board meeting shall be at least three Directors present when the relevant business is transacted. A Director nominated by any corporate shareholder that holds 25 per cent of the Shares in issue shall be necessary for a quorum. A Director shall be regarded as present for the purposes of a quorum if represented by an alternate director. Board Meetings may be held by telephone, and Directors participating in Board meetings by telephone will be considered present at such meetings for all purposes.
- 10 5 Meetings of the Board may be called in a place other than the registered headquarters of the Company.
- 10 6 Except in the event of an emergency, at least 14 days written notice shall be given to each director of any Board meeting, unless each Director approves a shorter notice period. Any notice shall include an agenda identifying in reasonable detail the matters to be discussed at the meeting together with copies of any relevant papers thereto.
- 10 7 All meetings of the Board shall be chaired by the chairman of the Board or, in the case of his absence or impediment, by another individual designated by the Directors. Meetings of the Board shall be conducted in English.
- 10 8 The Directors shall elect a secretary to keep the minutes of the meetings of the Board in accordance with all applicable legal requirements. A copy of all minutes of the meetings of the Board shall be kept in the English language. All resolutions considered by the Board shall be recorded in the minutes by the secretary and shall be signed by the chairman of the Board (or the chairman of the meeting, if different) and the secretary.

## **11. PROCEEDINGS OF DIRECTORS**

- 11 1 Regulation 88 in Table A shall be read and construed as if the third sentence were omitted therefrom.
- 11 2 Each Director shall have that number of votes equal to the number of Shares held by such Director or the Shareholder who nominated such Director and the members of such Shareholder's Group (but if the Director is not a Shareholder and is not nominated by a Shareholder he shall have one vote).
- (a) any Director who is absent from a meeting may nominate any other Director to act as his alternate and to vote in his place at the meeting, and
- (b) if the Board is unable to reach a Board Majority resolution on a matter because of an equality of votes, the Chairman, or any other director acting as chairman at that Board meeting, shall use his best efforts to reconcile the Directors' different viewpoints, and if he not successful, he shall have an additional vote with respect to that matter.
- 11 3 The Directors shall be remunerated for carrying out their duties as Directors as the Shareholders shall decide at a Shareholders Meeting. The Company shall reimburse Directors for their reasonable costs and expenses incurred in connection with carrying out such duties.

11 4 A Director may not vote at any meeting of the Directors or of any committee of the Directors, on any resolution in which he or the Shareholder which appointed him has, directly or indirectly, a conflict of interest which the Board Majority (excluding the interested Director) determines to be material. In relation to any such resolution as aforesaid he shall be taken into account in calculating the quorum present at the meeting.

11 5 Each Director shall comply with his obligations to disclose his interest in contracts under section 317 of the Act

11 6 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

## **12. THE SEAL**

12 1 If the Company has a seal it shall only be used with the authority of the Directors or of a committee of 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 second Director. The obligation under regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 in Table A shall not apply to the Company.

12 2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

## **13. NOTICES**

13 1 Regulation 112 in Table A shall be read and construed as if the third sentence was omitted therefrom.

13 2 Regulation 116 in Table A shall be read and construed as if the words "within the United Kingdom" were omitted therefrom.

## **14. ELECTRONIC COMMUNICATIONS**

If the Company has specified an address for the purpose of receiving by electronic communication any of

- (a) a written resolution which is to be effective for the purposes of regulation 53 in Table A,
- (b) a written resolution which is to be effective for the purposes of regulation 93 in Table A,
- (c) an authorisation by a corporation which is a Shareholder of the Company of a person to act as its representative at any meeting of the Company in accordance with Article 4 15 above,
- (d) any consent under the powers conferred on a holding company by these Articles,
- (e) any appointment of a director under the powers conferred on a holding company by these Articles, or

- (f) any removal of a director under the powers conferred on a holding company by these Articles,

then the items specified or anything required to give effect to it, may be contained in an electronic communication sent to such address and shall take effect on receipt at that address and a copy shall be annexed to the Directors' minute-book as soon as practicable after service. In this article "address", in relation to electronic communications, includes any number or address used for the purpose of such communications

## **15. INDEMNITY**

- 15.1 Every Director or other officer or auditor 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, 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 in so far as its provisions are not avoided by section 310 of the Act
- 15.2 The Directors shall have power to purchase and maintain for any Director, officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act
- 15.3 Regulation 118 in Table A shall not apply to the Company.

## **16. TRANSFER OF SHARES**

- 16.1 Notwithstanding anything to the contrary contained in these Articles, Articles 16.2 to 16.3 (inclusive) shall not apply to any shares that have been charged by way of security to any bank, group of banks, institution or other person, or to any nominee of such a bank, institution or other person (or a person acting as agent or security trustee for such person(s))
- 16.2 The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register the transfer of a share, whether or not it is a fully paid share
- 16.3 For so long as the Company is a subsidiary company, no transfer of a share shall be registered without the prior consent of the Company's holding company
- 16.4 The first sentence of regulation 24 in Table A shall not apply to the Company