

# CC04

## Statement of company's objects



TUESDAY



A02 \*A2DPCPXC\* 126  
14/12/2010  
COMPANIES HOUSE

✓ What this form is for  
You may use this form to notify the  
change of company's objects

X What this form is NOT for  
This form may not be used to  
notify any other changes to the  
company's articles

### 1 Company details

Company number 0 5 1 8 5 2 5 1

Company name in full L2OPTICS LIMITED

→ Filling in this form  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Company's objects

The above company gives notice of the following changes to the company's  
objects

- ☐ addition to  
☒ removal of  
☐ alteration to

❶ Please note  
A copy of the amending resolution  
must be forwarded within 15 days  
of the resolution being passed and  
a copy of the revised articles must  
be forwarded within 15 days of the  
amendment taking effect  
❷ The amendment to the objects is not  
effective until entry of this form on  
the Register

### 3 Signature

I am signing this form on behalf of the company

Signature

Signature

X

X

This form may be signed by  
Director, Secretary, Person authorised, Liquidator, Administrator,  
Administrative receiver, Receiver, Receiver manager, Charity Commission receiver  
and manager, CIC manager, Judicial factor

❶ Societas Europaea  
If the form is being filed on behalf  
of a Societas Europaea (SE) please  
delete 'director' and insert details  
of which organ of the SE the person  
signing has membership

❶ Person authorised  
Under either section 270 or 274 of  
the Companies Act 2006

CC04

## Statement of company's objects

**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **COMPANY SECRETARY**

Company name **DIALIGHT PLC**

Address **EXNING ROAD**

Post town **NEWMARKET**

County/Region **SUFFOLK**

Postcode **C B 8 0 A X**

Country **UK**

Dx

Telephone **01638 778640**

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have indicated in section 2 the extent of changes to the company's objects
- ☐ You have signed the form

**Important information**

**Please note that all information on this form will appear on the public record**

**Where to send**

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay Phase 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9QG  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

COMPANY NUMBER: 5185251

COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by special resolution passed on 8 December 2010)

OF

L2OPTICS LIMITED (the "Company")

1 INTERPRETATION

1 1 In these Articles, unless the context otherwise requires, the following definitions apply

|                            |   |
|----------------------------|---|
| "Act"                      | the Companies Act 2006,   |
| "business days"            | any day (other than a Saturday, Sunday or a bank or public holiday in the United Kingdom) on which clearing banks in the city of London are generally open for business,  |
| "Conflict Situation"       | any situation or matter in which any director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company,  |
| "eligible director"        | a director who would be entitled to vote on the matter at a meeting of directors (but excluding any director whose vote is not to be counted in respect of the particular matter),  |
| "Equity Securities"        | shall have the meaning given in section 560(1) of the Act,  |
| "Group Company"            | the Company, a subsidiary or holding company from time to time of the Company and any subsidiary from time to time of any such holding company,   |
| "Group Conflict Situation" | <p>in respect of each director, all or any of the following situations existing at any time while such person is a director</p> <p>(a) being employed or otherwise engaged by any Group Company,</p> <p>(b) holding office, including (but not limited to) office as a director, of any Group Company,</p> <p>(c) being a member of any pension scheme operated from time to time by any Group Company,</p> |

- (d) being a member of any Group Company, or
- (e) participating in any share option, bonus or other incentive schemes operated from time to time by any Group Company, or
- (f) participating in any benefit provided by an employee benefit trust of which the director is a beneficiary,

**“Holding Company”**

a company which is the registered holder of not less than 90% of the issued shares in the capital of the Company, and

**“Model Articles”**

the model articles for private companies limited by shares contained in Schedule 1 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

**“PLC Model Articles”**

the model articles for public limited companies contained in Schedule 3 of The Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles

- 1 2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles
- 1 3 Headings in the Articles are used for convenience only and shall not affect the construction or interpretation of these Articles
- 1 4 A reference in these Articles to an “Article” is a reference to the relevant article of these Articles unless expressly provided otherwise
- 1 5 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of
  - 1 5 1 any subordinate legislation from time to time made under it, and
  - 1 5 2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts
- 1 6 Any phrase introduced by the terms “including”, “include”, “in particular” or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms

## **2        LIABILITY OF MEMBERS**

- 2 1     The liability of the members is limited to the amount, if any, unpaid on the shares held by them

## **3        MODEL ARTICLES**

- 3 1     The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. If any provisions of these Articles shall conflict with any provisions of the Model Articles, these Articles shall prevail

## **4        DIRECTORS – DIRECTORS TO TAKE DECISIONS COLLECTIVELY**

- 4 1     The general rule about decision making is that any decision of the directors must be either a majority decision at a meeting or a decision taken in accordance with Article 5 1
- 4 2     If the Company has only one director for the time being the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of these Articles relating to directors' decision making
- 4 3     Paragraph 7 of the Model Articles shall not apply to the Company

## **5        DIRECTORS – UNANIMOUS DECISIONS**

- 5 1     A decision of the directors is taken in accordance with this Article when all eligible directors indicate to each other by any means that they share a common view on a matter
- 5 2     Such a decision may take the form of a resolution in writing where each eligible director has signed one or more copies of it, or to which each eligible director has otherwise indicated agreement in writing
- 5 3     A decision may not be taken in accordance with this Article if the eligible directors would not have formed a quorum at such a meeting
- 5 4     Paragraph 8 of the Model Articles shall not apply to the Company

## **6        DIRECTORS – QUORUM**

- 6 1     Subject to Article 4 2, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two eligible directors, and unless otherwise so fixed, it is two eligible directors
- 6 2     For the purposes of any meeting (or part of a meeting) held pursuant to Article 8 to authorise a director's conflict of interest, if there is only one eligible director in office other than the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director
- 6 3     Paragraph 11(2) of the Model Articles shall not apply to the Company

## **7        DIRECTORS – CASTING VOTE**

- 7 1     If the number of votes for and against a proposal at a meeting of directors is equal, the chairman or other director chairing the meeting shall have a casting vote
- 7 2     Article 7 1 shall not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director is not an eligible director for the purposes of that meeting (or part of a meeting)

7 3 Paragraph 13 of the Model Articles shall not apply to the Company

## **8 DIRECTORS – POWER TO AUTHORISE CONFLICTS OF INTEREST**

8 1 The directors may authorise, to the fullest extent permitted by law, any matter which would otherwise result in a director infringing his duty to avoid a Conflict Situation provided that, for this purpose, the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter is authorised and it is agreed to without their voting or would have been agreed to if their votes had not been counted

8 2 Any authorisation given under Article 8 1 may (whether at the time of giving the authorisation or subsequently) extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the conflict so authorised

8 3 Where the directors give authority under Article 8 1

8 3 1 they may (whether at the time of giving the authority or subsequently) require that the relevant director is excluded from the receipt of information, participation in discussion and/or the making of decisions (whether at directors' meetings or otherwise) related to the matter that is the subject of the authorisation and impose upon the relevant director such other terms for the purpose of the authorisation as they think fit and

a) the relevant director will be obliged to conduct himself in accordance with any terms imposed by the directors in relation to the authorisation, and

b) the relevant director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of the Act provided he acts in accordance with such terms,

8 3 2 they may provide that where the relevant director obtains (otherwise than through his position as a director of the Company) information that is confidential to a third party, the director will not be obliged to disclose that information to the Company, or to use or apply the information in relation to the Company's affairs, where to do so would amount to a breach of that confidence,

8 3 3 the directors may revoke or vary the authority at any time but this will not affect anything done by the relevant director prior to such revocation in accordance with the terms of such authority

8 4 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter which has been authorised by the directors pursuant to Article 8 1 (subject in any case to any limits or conditions to which such approval was subject)

8 5 For the purposes of section 175 and 180(4) of the Act and for all other purposes, and notwithstanding the provisions of Articles 8 1 to 8 4, it is acknowledged that a director may be or become subject to a Group Conflict Situation or Group Conflict Situations

8 6 A director's duties to the Company arising from his holding office as director shall not be breached or infringed as a result of any Group Conflict Situation having arisen or existing in relation to him and such Group Conflict Situation shall, for the purposes of section 180(4) of the Act, be deemed authorised

8 7 Any director the subject of a Group Conflict Situation shall

- 8 7 1 not be held accountable to the Company for any benefit he directly or indirectly derives from his involvement in any Group Company,
- 8 7 2 be entitled to receive notice (including any relevant board papers) of, attend, count in the quorum towards and vote at board meetings relating in any way to, and deal generally with, matters concerning, connected with or arising from the Group Conflict Situation concerned, and
- 8 7 3 be entitled to keep confidential and not disclose to the Company any information which comes into his possession as a result of such Group Conflict Situation where such information is confidential as regards any third party

## **9 DIRECTORS – TRANSACTIONS OR OTHER ARRANGEMENTS WITH THE COMPANY**

- 9 1 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company
  - 9 1 1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested,
  - 9 1 2 shall be an eligible director for the purposes of any proposed decision of the directors (or committee of directors) in respect of such transaction or arrangement or proposed transaction or arrangement in which he is interested,
  - 9 1 3 shall be entitled to vote at a meeting of directors or of a committee of the directors, or participate in any unanimous decision, in respect of such transaction or arrangement or such proposed transaction or arrangement
- 9 2 If a question arises at a meeting as to the materiality of a director's interest (other than the interest of the chairman of the meeting) or as to the entitlement of a director (other than the chairman) to vote or be counted in a quorum and the question is not resolved by his or her voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman and his or her ruling in relation to the director concerned is conclusive and binding on all concerned
- 9 3 If a question arises at a meeting as to the materiality of the interest of the chairman of the meeting or as to the entitlement of the chairman to vote or be counted in a quorum and the question is not resolved by his or her voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by resolution of the directors or committee members present at the meeting (excluding the chairman) whose majority vote is conclusive and binding on all concerned
- 9 4 For the purposes of this Article 9, in relation to an alternate director, the interest of his or her appointor is treated as the interest of the alternate director in addition to any interest which the alternate director otherwise has This Article 9 applies to an alternate director as if he or she were a director otherwise appointed
- 9 5 Paragraphs 14(1) to 14(4) inclusive of the Model Articles shall not apply to the Company

## **10 DIRECTORS – METHODS OF APPOINTING AND REMOVING DIRECTORS**

- 10 1 Subject to Article 13 1, a member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed The appointment or

removal shall be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or secretary or duly appointed attorney or duly authorised representative. The appointment or removal shall take effect when the notice is delivered to or received at the registered office of the Company or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company.

10.2 In any case where, as a result of death or bankruptcy, the company has no shareholders and no directors, the transmittee(s) of the last shareholder to have died or to have a bankruptcy order made against him (as the case may be) have the right, by notice in writing, to appoint a natural person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

10.3 For the purposes of Article 10.2, where two or more shareholders die in circumstances rendering it uncertain who was the last to die, a younger shareholder is deemed to have survived an older shareholder.

10.4 Paragraphs 17(2) and 17(3) of the Model Articles shall not apply to the Company.

## **11 ALTERNATE DIRECTORS**

11.1 Any director (the "appointor") may appoint as an alternate any other director, or any other person approved by resolution of the directors in accordance with paragraph 25 of the PLC Model Articles.

11.2 An alternate director has the same rights, in relation to any directors' meeting or directors' written resolution, as the alternate's appointor in accordance with paragraphs 13(3), 15 and 26 of the PLC Model Articles. Article 9 above refers to the treatment of an alternate director's interest and the interest of his or her appointor.

11.3 An alternate director's appointment as an alternate terminates in accordance with paragraph 27 of the PLC Model Articles.

## **12 CHANGE OF COMPANY NAME**

12.1 The Company may change its name by resolution of the directors.

## **13 OVERRIDING PROVISION**

13.1 For so long as there is a Holding Company the following provisions shall apply and, to the extent of any inconsistency, shall have overriding effect as against all other provisions of these Articles and the Model Articles:

13.1.1 the Holding Company may at any time and from time to time appoint any person to be a director of the Company and remove from office any director howsoever appointed but so that his removal from office shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company,

13.1.2 any or all powers of the directors shall be restricted in such respects and to such extent as the Holding Company may by notice to the Company from time to time lawfully prescribe,

and paragraph 3 of the Model Articles shall be modified accordingly.

13.2 Any such appointment, removal, consent or notice shall be in writing served upon the Company and signed on behalf of the Holding Company by any of its directors or by some



other person authorised by the Holding Company for that purpose. 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 by these Articles or as to whether any requisite consent of the Holding Company has been obtained and no obligation incurred or security given or transaction effected by the Company to or with any third party shall be invalid or ineffectual unless the third party had at the time express notice that the incurring of such obligation or the giving of such security or the effecting of such transaction was in excess of the powers of the directors

## **14 SHARES**

14 1 The directors are unconditionally authorised, pursuant to section 550 of the Act to allot shares at any time

14 2 In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of Equity Securities made by the Company

## **15 SHARE TRANSFERS**

15 1 The directors shall register a transfer of shares which is presented for registration duly stamped. Paragraph 26(5) of the Model Articles shall not apply to the Company

## **16 TRANSMITTEES BOUND BY PRIOR NOTICES**

16 1 If a notice is given to a shareholder in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice as if it was given to the shareholder before the transmittee's name, or the name of any person nominated pursuant to paragraph 27(2) of the Model Articles, has been entered in the register of members. Paragraph 29 of the Model Articles shall not apply to the Company

## **17 QUORUM AT GENERAL MEETINGS**

17 1 No business shall be transacted at any meeting unless a quorum is present. One person entitled to vote, being a Holding Company or a proxy for, or duly authorised representative of, a Holding Company shall be a quorum. Paragraph 38 of the Model Articles shall not apply to the Company

## **18 ADJOURNMENT**

18 1 If, at any adjourned general meeting, the persons attending it within half an hour of the time at which the meeting was due to start do not constitute a quorum or if, during that adjourned meeting, a quorum ceases to be present, the meeting shall be dissolved. Paragraph 41 of the Model Articles shall be modified accordingly

## **19 POLL VOTES**

19 1 A poll may be demanded at any general meeting by any qualifying person (as defined in section 318 of the Act). Paragraph 44(2) of the Model Articles shall not apply to the Company

## **20 PROXIES**

20 1 Proxies may only be validly appointed by a notice in writing (a "**proxy notice**") which

20 1 1 states the name and address of the shareholder appointing the proxy,

20 1 2 identifies the person appointed to be that shareholder's proxy and the general meeting in relation to which that person is appointed,

20 1 3 is signed by or on behalf of the shareholder appointing the proxy, or is authenticated in such manner as the directors may determine, and

20 1 4 is delivered to the Company in accordance with these Articles not less than 30 minutes before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate

and a proxy notice which is not delivered in such manner shall be invalid, unless the directors, in their discretion, accept the notice at any time before the meeting

20 2 Paragraph 45(1) of the Model Articles shall not apply to the Company

## **21 NOTICES**

21 1 Any notice, document or other information shall be deemed served on or delivered to the intended recipient

21 1 1 if properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted (or five business days after posting either to an address outside the United Kingdom or from outside the United Kingdom to an address within the United Kingdom if (in each case) sent by reputable international overnight courier addressed to the intended recipient, provided that delivery in at least five business days was guaranteed at the time of sending (and the sending party receives a confirmation of delivery from the courier service provider)),

21 1 2 if properly addressed and delivered by hand, when it was given or left at the appropriate address,

21 1 3 if properly addressed and sent or supplied by electronic means, two hours after the document or information was sent or supplied, and

21 1 4 if sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website

For the purpose of this Article, no account shall be taken of any part of a day that is not a business day

21 2 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by the Act

## **22 INDEMNITY OF OFFICERS, FUNDING DIRECTORS' DEFENCE COSTS AND POWER TO PURCHASE INSURANCE**

22 1 (A) To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director or other officer of the Company (other than any person (whether or not an officer of the Company or an associated company) engaged by the Company or an associated company as auditor) shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him (whether in connection with any negligence, default, breach of duty or breach

of trust by him or otherwise as a director or such other officer of the Company or an associated company in relation to the Company, an associated company or their affairs provided that such indemnity shall not apply in respect of any liability incurred by him

- (i) to the Company or to any associated company,
- (ii) to pay a fine imposed in criminal proceedings,
- (iii) to pay a sum payable to a regulatory authority by way of a penalty in respect of non compliance with any requirement of a regulatory nature (howsoever arising), or
- (iv) in defending criminal proceedings in which he is convicted,
- (v) in defending any civil proceedings brought by the Company, or an associated company, in which judgment is given against him, or
- (vi) in connection with any application under any of the following provisions in which the court refuses to grant him relief, namely
  - (a) section 661(3) or (4) of the Act (acquisition of shares by innocent nominee), or
  - (b) section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct)

(B) In Article 22 1(A)(iv), 22 1(A)(v) or 22 1(A)(vi) the reference to a conviction, judgment or refusal to relief is a reference to one that has become final A conviction, judgment or refusal to relief becomes final

- (i) if not appealed against, at the end of the period for bringing an appeal, or
- (ii) if appealed against, at the time when the appeal (or any further appeal) is disposed of

An appeal is disposed of

- (iii) if it is determined and the period for bringing any further appeal has ended, or
- (iv) if it is abandoned or otherwise ceases to have effect

(C) To the extent permitted by the Act and without prejudice to any indemnity to which he may otherwise be entitled, every person who is or was a director of the Company acting in its capacity as a trustee of an occupational pension scheme shall be and shall be kept indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in connection with the Company's activities as trustee of the scheme provided that such indemnity shall not apply in respect of any liability incurred by him

- (i) to pay a fine imposed in criminal proceedings,
- (ii) to pay a sum payable to a regulatory authority by way of a penalty in respect of non compliance with any requirement of a regulatory nature (howsoever arising), or
- (iii) in defending criminal proceedings in which he is convicted

For the purposes of this Article, a reference to a conviction is to the final decision in the proceedings. The provisions of Article 22 1(B) shall apply in determining when a conviction becomes final.

(D) Without prejudice to Article 22 1(A) to any indemnity to which a director may otherwise be entitled, and to the extent permitted by the Act and otherwise upon such terms and subject to such conditions as the board may in its absolute discretion think fit, the board shall have the power to make arrangements to provide a director with funds to meet expenditure incurred or to be incurred by him in defending any criminal or civil proceedings or in connection with an Application under section 661(3) or (4) or section 727 of the Act (acquisition of shares by innocent nominee) or section 1157 of the Act (general power to grant relief in case of honest and reasonable conduct) or in defending himself in an investigation by a regulatory authority or against action proposed to be taken by a regulatory authority or to enable a director to avoid incurring any such expenditure.

(E) Where at any meeting of the board or a committee of the board any arrangement falling within Article 22 1(D) above is to be considered, a director shall be entitled to vote and be counted in the quorum at such meeting unless the terms of such arrangement confers upon such director a benefit not generally available to any other director, in that event, the interest of such director in such arrangement shall be deemed to be a material interest for the purposes of Article 9 and he shall not be so entitled to vote or be counted in the quorum.

(F) To the extent permitted by the Act, the board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was

(i) a director, alternate director or secretary of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect), or

(ii) trustee of a retirement benefits scheme or other trust in which a person referred to in Article 22 1(F)(i) above is or has been interested,

indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

22.2 Paragraphs 52 and 53 of the Model Articles shall not apply to the Company.