

No. 6095563

The Companies Act 1985

Company limited by shares

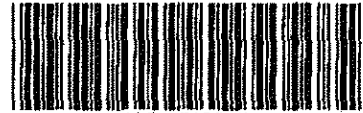
Written resolution

of

Simplify Digital Limited

(passed on *28 March* 2007)

TUESDAY



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COMPANIES HOUSE

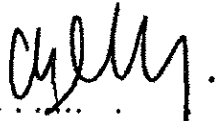
We, being all the members of the company entitled to attend and vote at an **extraordinary general meeting** of the company, agree in accordance with section 381A of the Companies Act 1985 to the following resolutions in writing, which would otherwise be required to be passed as ordinary and special resolutions

Ordinary resolutions

- 1 **That** each of the existing 1,000 authorised and issued ordinary shares of £1.00 each in the capital of the Company be and they are subdivided into 1,000,000 ordinary shares of 0.1p each,
2. **That** the authorised share capital of the company be and it is increased from £1,000 to £1,143 by the creation of 143,000 ordinary shares of 0.1p each, each ranking equally with the existing ordinary share capital of the company;
- 3 **That** the directors be and they are generally and unconditionally authorised for the purposes of Section 80, Companies Act 1985 to allot, or to grant any right to subscribe for or to convert any security into, shares in the company up to a maximum nominal amount of £1,143 at any time or times during the period from the date of the passing of this resolution up to and including 28 February 2012 on which date this authority shall expire and this authority shall allow the company to make an offer or agreement before the expiry of the authority which would or might require shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of the authority

Special Resolutions

- 1 **That** by virtue of Section 95(1) of the Act, Section 89(1) shall not apply to the allotment of shares pursuant to the authority conferred by the preceding resolution
- 2 **That** the draft form of articles of association annexed hereto be and they are hereby adopted by the Company in substitution for and to the exclusion of the existing articles of association of the Company


.....
Charles Ponsonby

Date 26/3/07.


.....
Lawrence Bleach

2007 Date 28 MARCH 2007

Company No: 6095563

Simplify Digital Limited (the "Company")

Minutes of a meeting of the board of directors of the Company held at **93 DEODAX RD, SW15**
on **28 MARCH** 2007 at **9 am**

In attendance Lawrence Bleach (chairman)
Charles Ponsonby

1 Preliminary

- 1.1 The chairman reported that a quorum was present in accordance with the Company's articles of association and declared the meeting open
- 1.2 Each of the directors declared their respective interests in all matters to be discussed at the meeting in accordance with Sections 317 and 324 of the Companies Act 1985 (the "Act") by virtue of their directorships and/or shareholdings in the Company

2 Purpose

The chairman reported that the purpose of the meeting was to discuss and, if thought appropriate, approve various matters relating to the creation of additional shares in the Company, and the adoption of new articles of association

3. Written Resolution

- 3.1 **There was produced** to the meeting the following written resolution to put before the members of the company for approval and signature, that:

- (a) each of the existing 1,000 authorised and issued ordinary shares of £1.00 each in the capital of the Company be and they are subdivided into 1,000,000 ordinary shares of 0.1p each,
- (b) the authorised share capital of the company be and it is increased from £1,000 to £1,143 by the creation of 143,000 ordinary shares of 0.1p each, each ranking equally with the existing ordinary share capital of the company;
- (c) the directors be and they are generally and unconditionally authorised for the purposes of Section 80, Companies Act 1985 to allot, or to grant any right to subscribe for or to convert any security into, shares in the company up to a maximum nominal amount of £1,143 at any time or times during the period from the date of the passing of this resolution up to and including 28 February 2012 on which date this authority shall expire and this authority shall allow the company to make an offer or agreement before the expiry of the authority which would or might require shares to be allotted, or rights to subscribe for

or to convert any security into shares to be granted, after the expiry of the authority.

- (d) by virtue of Section 95(1) of the Act, Section 89(1) shall not apply to the allotment of shares pursuant to the authority conferred by the preceding resolution,
- (e) the draft form of articles of association annexed hereto be and they are hereby adopted by the Company in substitution for and to the exclusion of the existing articles of association of the Company.

3 2 The meeting was adjourned while the written resolution was presented to the Company's auditors, and also to the members for approval and signature


3 3 The meeting was re-convened and it was noted that the written resolution had been duly passed by the members

4. Filing

It was resolved that the secretary be and is instructed to file a copy of the new articles of association of the Company, a printed copy of the approved written resolution of the Company and all other necessary forms with Companies House

5. Close

There being no further business the meeting closed

..... 
Chairman

Articles of association

Simplify Digital Limited

Company number 6095563

Date of incorporation 12 February 2007

Adopted by special resolution passed on

28 MARCH 2007

Osborne Clarke

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

Telephone +44 (0) 117 917 3000

Fax +44 (0) 117 917 3005

AMK/5275201/O3523450/DI

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The Companies Act 1985

Private company limited by shares

Articles of association

of

Simplify Digital Limited

(as adopted by special resolution passed on 28 MARCH 2007)

1 Preliminary

1.1 Except as otherwise provided in these Articles the regulations contained or incorporated in Table A shall apply to the Company

1.2 These Articles and the regulations incorporated in them shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company

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

"Act" means the Companies Act 1985 (as amended)

"Board" means the board of Directors of the Company

"Directors" means the directors for the time being of the Company

"Employee Shareholder" means a Shareholder who at the date of adoption of these Articles or subsequently is employed by, or is a consultant to, any Group Company and/or holds the office of director of any Group Company

"Fair Price" means the price which the auditors of the Company state in writing to be in their opinion the fair value of the Shares concerned on a sale as between a willing seller and a willing purchaser. In determining the fair value the auditors shall be instructed in particular

(a) to have regard to the rights and restrictions attached to the shares in respect of income and capital

(b) to disregard whether or not the shares represent a minority interest or carry control of the Company

(c) if the Company is then carrying on business as a going concern, to assume that it will continue to do so and

(d) and in stating the Fair Price the auditors (whose charges shall be borne by the Company) shall act as experts and not as arbitrators and their decision shall be final and binding on the parties

"Founder" means Charles Arthur Longfield Ponsonby

"Founder Consent" means the written consent of the Founder

"Group" means the Company and its subsidiaries for the time being and **"Group Company"** means any of them

"Leaver" means as defined in Article 10.1

"Leaver's Shares" means any shares held by a Leaver for the time being and any shares which have been held by a Leaver at any time

"Maximum" means as defined in Article 8.4

"Offered Shares" means as defined in Article 8.2

"Ordinary Shares" means the ordinary shares of 0.1p each in the capital of the Company

"Proposing Transferor" means as defined in Article 8.1

"Purchaser" means a person who expresses a willingness to purchase Offered Shares

"Shareholder" means a holder for the time being of shares in the capital of the Company

"Shareholder Consent" means the written approval of the Shareholders (which shall be deemed given if the Shareholder or any director appointed by him gives approval at a meeting of the Board)

"Specified Price" means as defined in Article 8.2

"Subsidiary" means a subsidiary undertaking for the purposes of the Act and **"Subsidiaries"** shall be construed accordingly

"Table A" means A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended)

"Transfer Notice" means as defined in Article 8.2

1.4 References in these Articles to

(a) **"employees"** shall be deemed to include consultants and directors and contracts of commencement or cessation of employment shall include

"..." contracts for commencement or cessation of any consultancy or directorship and

- (b) a "share" shall include any interests in shares referred to in Section 209(1)(a) and (c) and 209(10)(c) of the Act

1 5 The headings are for convenience only and shall not affect the construction of these Articles

1 6 A person shall be deemed to be connected with another if that person is connected with another within the meaning of Section 839 Income and Corporation Taxes Act 1988

2 **Authorised share capital**

The authorised share capital of the Company at the date of adoption of these Articles is £1.143 divided into 1 143,000 Ordinary Shares

3 **Rights attaching to shares**

3 1 ***Income***

Any profits resolved to be distributed in any financial year or period shall be distributed amongst the holders of the Ordinary Shares pro rata according to the amount for the time being paid up on them

3 2 ***Capital***

On a return of assets on liquidation, capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares), the assets of the Company available for distribution amongst Shareholders after payment of its liabilities shall be paid to the holders of the Ordinary Shares pro rata according to the amount for the time being paid up on them

3 3 ***Voting***

The holders of the Ordinary Shares shall have the right to receive notice of and attend and vote at any general meeting of the Company Each Shareholder present in person, by proxy or by representative shall be entitled on a show of hands or on a poll to one vote for each Ordinary Share held by him

4 **Redemption and purchase of shares**

Subject to the provisions of Part V of the Act and to the rights of the holders of the respective classes of shares of the Company, the Company may

- (a) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the Shareholder concerned.
- (b) purchase its own shares (including any redeemable shares). and

- .. , (c) make a payment in respect of the redemption or purchase under Section 159 or 160 or (as the case may be) Section 162 of the Act and the relevant power under (a) or (b) 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 Section 171 and Section 172 of the Act

5 **Lien**

The lien conferred by Regulation 8 of 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 of them or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company

6 **Registration of transfers**

- 6 1 The Directors shall refuse to register a proposed transfer not made under or permitted by Articles 7, 8, 9, 10, 11 or 12
- 6 2 The Directors may also refuse to register a transfer of a share on which the Company has a lien
- 6 3 The Directors shall (unless the transfer is made pursuant to an Approved Offer) refuse to register a transfer to a person who is not already a party to the Shareholders Agreement until that person has executed (in a form satisfactory to the Directors) a Supplemental Deed under which he undertakes to adhere to and be bound by the provisions of the Shareholders Agreement as if he were an original party to it and an original copy of the Supplemental Deed has been delivered to the Company
- 6 4 The first sentence of Regulation 24 of Table A shall not apply

7 **Transfers with Shareholder Consent**

A transfer of shares may be made to any person with Shareholder Consent

8 **Pre-emption procedure**

- 8 1 Except as provided in Articles 7, 9, 10, 11 or 12 no Shareholder or person entitled to shares in the Company by transmission wishing to transfer his shares (the "**Proposing Transferor**") may do so without first offering them for sale to the other Shareholders
- 8 2 The Proposing Transferor shall make this offer by giving the Company a notice in writing (a "**Transfer Notice**") specifying the number of Ordinary Shares offered (the "**Offered Shares**") and the price at which they are offered (the "**Specified Price**") The Transfer Notice may specify that, unless all the Offered Shares are sold to existing Shareholders, none shall be sold
- 8 3 The Transfer Notice shall constitute the Directors as the agent of the Proposing Transferor for the sale of the Offered Shares to other Shareholders at the Specified

Price The Transfer Notice may not be revoked unless the Directors with Shareholder Consent so agree

8.4 As soon as practicable after the Company has received the Transfer Notice (or it becomes aware that a Transfer Notice has been deemed to have been given under Articles 9.2, 10 or 11 and the Fair Price has been determined) the Directors shall give notice to each Shareholder (other than the Proposing Transferor) of the number of Offered Shares available for purchase and the Specified Price (or in the case of a Transfer Notice which has been deemed to have been given, the Fair Price). The notice shall invite each Shareholder to state in writing to the Company within 30 days whether he is willing to purchase any and if so what maximum number ("**Maximum**") of the Offered Shares. The Directors shall at the same time send a copy of the notice to the Proposing Transferor.

8.5 As soon as this 30 day period has expired or when all the Shareholders have responded (if earlier), the Directors shall allocate the Offered Shares to or amongst the Shareholders who have indicated that they wish to purchase (the "**Purchasers**"). The allocation shall be made pro rata to the nominal amount of Ordinary Shares held by each Purchaser but shall not exceed the Maximum which each Shareholder has indicated. If the Transfer Notice states that the Proposing Transferor will only transfer all of the Offered Shares, no allocation will be made unless all the Offered Shares are allocated.

8.6 Once the allocation has been made, the Directors shall give details of the allocation in writing to the Proposing Transferor and each Purchaser and, within 7 days after these details are given, each Purchaser shall be bound to pay the purchase price for, and to accept a transfer of the Offered Shares allocated to him and the Proposing Transferor shall be bound on payment of the purchase price, to transfer the Offered Shares to the Purchasers.

8.7 If the Proposing Transferor fails to transfer the Ordinary Shares

- (a) the Directors may appoint any person to execute transfers of the Offered Shares to the Purchasers and shall cause the names of the Purchasers to be entered in the register of members of the Company as the holders of the Offered Shares,
- (b) the Company shall receive the purchase price on his behalf and shall hold it in trust for him, and
- (c) the receipt of the Company shall be a good discharge to the Purchasers and, after their names have been entered in the Register of Members of the Company, the validity of these transactions shall not be questioned by any person.

8.8 If at the end of the 30 day period referred to in Article 8.4 any of the Offered Shares have not been allocated under Article 8.5, the Proposing Transferor may (subject to the provisions of Article 12) at any time within the next 90 days

- (a) transfer the Offered Shares not allocated, or

- (b) , if the Transfer Notice contained a provision that unless all the Offered Shares are sold to existing Shareholders none shall be sold transfer all of the Offered Shares

to any person or persons and at a price which is not less than the Specified Price or the Fair Price as the case may be

- 8 9 The Directors may require to be satisfied that the Offered Shares are being transferred under Article 8 8 under a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser and if not so satisfied, may refuse to register the instrument of transfer

9 **Deceased and bankrupt shareholder provisions**

- 9 1 Regulations 29 30 and 31 of Table A shall be applied subject to the provisions of Articles 9 2 10 and 11

- 9 2 The Board may at any time by notice in writing require a person entitled to shares in consequence of the death or bankruptcy of a Shareholder to give a Transfer Notice in respect of those shares, and if he fails to do so within 14 days a Transfer Notice shall be deemed to have been received by the Company in respect of them on the date of the notice given by the Board The provisions of Article 8 3 to 8 9 shall apply to any Transfer Notice served or deemed to have been served under this paragraph as if the shares held by this person were Offered Shares save that the Specified Price shall be the Fair Price as at the date on which the Transfer Notice is deemed to have been received by the Company

10 **Cessation of employment**

- 10 1 If any person other than the Founder who at the date of adoption of these Articles, or subsequently, is an Employee Shareholder, shall cease to be so for whatever reason (including death or a Subsidiary of the Company ceasing to be a Subsidiary of the Company) and shall not continue to be an Employee Shareholder by reason of their status in relation to any Group Company ("a Leaver") then, unless the Board with Founder Consent agree otherwise the Leaver shall be deemed to have served a Transfer Notice

- (a) if the Leaver ceases to be employed on or before the second anniversary of the date of issue of the relevant shares, in respect of two thirds of all of his shares in the Company, or

- (b) if the Leaver ceases to be employed after the second anniversary but on or before the third anniversary of the date of issue of the relevant shares, in respect of one third of all of his shares in the Company

and the Specified Price in any Transfer Notice served or deemed to have been served pursuant to this Article shall be the lower of the subscription price for such shares and the Fair Price

- 10 2 Fair Price shall be calculated as at the Cessation Date If, in any particular case, the Board with Founder Consent so decides, there shall be substituted for the price

or specified in Article 10.1 such higher price as the Board with Founder Consent may agree with the transferor(s)

- 10.3 Unless the Founder stipulates otherwise in writing, all Leaver's Shares (and any Shares issued to the Leaver after the date he ceases to be an Employee Shareholder (the "Cessation Date") whether by virtue of the exercise of any right or option granted or arising by virtue of the holding of the Leaver's Shares or otherwise) shall cease to confer the right to be entitled to receive notice of or to attend or vote at any general meeting of the Company or at any meeting of the holders of any class of Shares with effect from the Cessation Date (or, where appropriate, the date of issue of such Shares if later) and such Shares shall not be counted in determining the total number of votes which may be cast at any such meeting or required for the purposes of a written resolution of any members or class of members or any consent under these Articles or otherwise. Such rights shall be restored immediately upon the Company registering a transfer of the Leaver's Shares pursuant to this Article 10, or
- 10.4 Unless the Founder otherwise agrees, any notice relating to the transfer of the Leaver's Shares or any of them in force at the Cessation Date shall immediately be cancelled (unless all the Shares subject to it have already been sold) and no further notice shall be issued or be deemed to be issued in respect of the Leaver's Shares except pursuant to this Article 10.
- 10.5 No Shares to which this Article 10 applies shall be transferred pursuant to Article 7 until the relevant Shareholder can no longer be bound to sell them under this Article.
- 10.6 The preceding provisions of this Article may at any time be waived in whole or part by the Board provided Founder Consent is obtained.

11 Purported transfer of shares

- 11.1 The Directors may, with Founder Consent, by notice in writing require a Shareholder who transfers or purports to transfer any share in breach of these Articles to give a Transfer Notice in respect of all the shares registered in his name unless and to the extent that a valid transfer in respect of these shares in favour of a person or persons to whom they may be transferred pursuant to Article 7 has been lodged for registration. If the Shareholder fails to serve a Transfer Notice within 30 days of the date of the Director's notice requiring him to do so, that Shareholder shall be deemed to have given a Transfer Notice on the date of the Director's notice. The provisions of Articles 8.3 to 8.9 shall apply to any Transfer Notice given or deemed to have been given under this paragraph as if the shares held by the Shareholder are Offered Shares save that in respect of a deemed Transfer Notice the Specified Price shall be the Fair Price as at the date on which the Transfer Notice is deemed to have been given.

12 Drag along rights

- 12.1 If
- (a) a bona fide arm's length offer ("the Offer") is made to acquire the entire issued share capital of the Company on the same terms to all Shareholders, and

- (b) the Offer is accepted by the holders of 75% in nominal value of all the issued shares

then the holders of all shares in the Company not already owned by such person shall be bound to accept or be deemed to have accepted the Offer in respect of all their shares provided that the obligations imposed under the Offer on selling Shareholders are in all material respects identical and do not oblige a Shareholder to give any representation warranty or similar assurance except as to his right to sell the shares registered in his name

- 12.2 If a holder of shares ("**the Defaulting Holder**") defaults in transferring any shares pursuant to Article 12.1 then

- (a) one of the directors or some other person duly nominated by a resolution of the Board for the purpose, shall be irrevocably and unconditionally deemed to be the duly appointed attorney of the Defaulting Holder with full power to execute, complete and deliver in the name and on behalf of the Defaulting Holder a transfer of the relevant shares to the person making the Offer ("**the Offeror**"),
- (b) the Board may receive and give a good discharge for the consideration on behalf of the Defaulting Holder and (subject to the transfer being duly stamped) enter the name of the Offeror in the register of members as the holder by transfer of the relevant shares, and
- (c) the Board shall hold the consideration in trust and forthwith pay any purchase money into a separate bank account in the Company's name and if and when the Defaulting Holder shall deliver up his certificate or certificates for the relevant shares to the Company he shall thereupon receive the consideration

13 General meetings

- 13.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the Chairman or by any Shareholder present in person or by proxy. Unless a poll is so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.

- 13.2 In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a second or casting vote.

14 Written resolutions

A resolution in writing signed by or on behalf of all the Shareholders for the time being entitled to vote shall be as effectual as if it had been passed at a general meeting.

of the Company duly convened and held and may consist of several documents in like form each signed by one or more Shareholder. In the case of a corporation the resolution may be signed on its behalf by a director of it or by its duly appointed or duly authorised representative. Regulation 53 of Table A shall not apply.

15 General meeting on members' requisition

- 15.1 In addition to any relevant provisions of the Act the Directors shall without delay proceed to convene an extraordinary general meeting of the Company on the requisition of holders of not less than 50 per cent in nominal value of the Ordinary Shares in issue at the date of deposit of the requisition the meeting to be convened for any date specified in the requisition or as soon after that as the Act permits.
- 15.2 The requisition must state the objects of the meeting, must be signed by the requisitionists and deposited at the registered office of the Company, and may consist of several documents in like form each signed by one or more requisitionists.
- 15.3 If the Directors do not within 7 days from the date of the deposit of the requisition proceed to convene a meeting in accordance with this Article, the requisitionists, or any of them representing more than one half of the total voting rights of all of them, may themselves convene a meeting but any meeting so convened shall not be held after the expiration of 3 months from that date.
- 15.4 A meeting convened under this Article by requisitionists shall be convened in the same manner, as nearly as possible, as that in which meetings are to be convened by Directors.
- 15.5 Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors to convene a meeting in accordance with this Article shall be repaid to the requisitionists by the Company, and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the Directors as were in default.

16 Votes of Shareholders

A proxy appointed by a Shareholder under Section 372 of the Act may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands. Regulation 54 of Table A shall be amended accordingly.

17 Directors

- 17.1 The number of Directors (other than alternate Directors) shall not be less than 2. Regulation 64 of Table A shall not apply.
- 17.2 The Directors shall not be subject to retirement by rotation and Regulations 73 to 75 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply and Regulations 76 to 79 (inclusive) shall be amended accordingly.
- 17.3 The quorum necessary for the transaction of business of the Directors shall be 2.

- 17.4 In the event of a quorum not being present or ceasing to be present, the meeting shall be adjourned to the same day in the next week at the same time and place and those Directors as may be present at the adjourned meeting shall constitute a quorum
- 17.5 Any Director able to participate in the proceedings of a meeting by means of a communication device (including without limitation a telephone) which allows all the other Directors present at that meeting (whether in person or by proxy or by means of such type of communication device) to hear at all times that Director and for that Director to hear at all times all other Directors present at such meeting (whether in person or by proxy or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum
- 17.6 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit provided that all meetings of the Directors shall be held within the United Kingdom. A Director may and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Unless a majority of the Directors or their duly appointed alternates present in the United Kingdom shall agree to the holding of a meeting by shorter notice, at least 72 hours' notice of every meeting of Directors shall be given either in writing or by cable or telex or other means of visible communication to each Director unless absent from the United Kingdom. Regulation 88 of Table A shall be amended accordingly
- 17.7 A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age
- 17.8 At any meeting of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote
- 17.9 In the case of an equality of votes at any meeting the Chairman of the meeting shall not be entitled to a second or casting vote. Regulation 88 of Table A shall be modified accordingly
- 17.10 Subject to the provisions of Section 317 of the Act, a Director (including an alternate Director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. If Shareholder Consent is obtained, a Director may vote in respect of such contract or arrangement where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement the terms of it and may be counted in the quorum at any meeting at which any such matters is considered. Regulations 94 to 96 (inclusive) of Table A shall not apply
- 17.11 In Regulation 79 of Table A there shall be inserted the words "shall then be eligible for re-election" in place of the words "shall not be taken into account in determining the directors who are to retire by rotation at the meeting"
- 17.12 A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed at a meeting of the Directors duly convened and held and may consist of several documents in the like form, each signed by one or more of the

Directors but so that the expression "Director" in this paragraph shall not include an alternate Director. Regulation 93 of Table A [shall not apply]

17.13 The Directors may by resolution exercise all the powers of the Company to make provision (in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any Subsidiary) for the benefit of persons employed or formerly employed by the Company or that Subsidiary

17.14 A Director and an alternate Director shall not be required to hold any shares but nevertheless shall be entitled to attend and speak at any general meeting of the Company

18 Alternate Directors

18.1 Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors (such approval not to be unreasonably withheld), and, at any time, to terminate this appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless all the Directors agree otherwise) only take effect upon receipt of the written appointment or removal at the registered office of the Company

18.2 An alternate Director shall not be entitled as such to receive any remuneration from the Company other than that part (if any) of the remuneration otherwise payable to his appointor which his appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor

18.3 An alternate Director shall (subject to his giving to the Company an address at which notice may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all general meetings. Regulation 66 of Table A shall not apply

18.4 The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting. Regulation 67 of Table A shall not apply

18.5 A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors 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. The last sentence of each of Regulations 88 and 89 of Table A shall not apply

19 Borrowing powers

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part of it and to issue debentures, debenture stocks and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party

20 Disputes

In the event of disagreement as to the calculation of the Fair Price, or as to whether any dividend shall be due under the provisions of these Articles to the holders of any class of share capital in the Company, or as to the amount of such dividend any such disagreement shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination by the President for the time being of the Institute of Chartered Accountants in England and Wales on application by any such party) whose decision shall be final and binding and the costs of such umpire shall be borne equally by the parties to the dispute or disagreement

21 Notices

21.1 Every Director of the Company and every alternate Director shall, upon supplying the Company with an address for the giving of notices be entitled to receive notices of general meetings, provided always that non-receipt of any such notice by any Director or alternate Director shall not invalidate the proceedings at the meeting convened by such notice

21.2 A notice may be given

- (a) by the Company to any Shareholder or Director either personally or by sending it by first class post (airmail if abroad) or Royal Mail Special Delivery post or by telex or other means of visible communication to him or to his registered address or to the address supplied by him to the Company for the giving of notice to him, or
- (b) to the Company for the purpose of these Articles by like method at its registered office for the time being

21.3 Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, preparing and posting a letter containing the notice, and to have been effected at the expiration of 48 hours after the letter containing it is posted. Where a notice is sent by telex or other means of visible communication, service of the notice shall be deemed to be effected forthwith

22 Indemnity

Subject to the Act, 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 to it, 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 Sections 144 and 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 to it. This Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act. Regulation 118 of Table A shall not apply.