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RM 21/12/2017 #113
COMPANIES HOUSE

RM 14/05/2014 #101
COMPANIES HOUSE

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF

ASHTON & BENTLEY DISTRIBUTION LTD*

Preliminary

1. (a) The regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985, The Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No. 2) Regulations 2007 (such Table being hereinafter called 'Table A') shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.
- (b) In these Articles the term "the Act" shall mean the Companies Act 1985, "the 2006 Act" shall mean the Companies Act 2006, including any statutory modification or re-enactment of it for the time being in force.

Private Company

2. The Company is a private limited company within the meaning of the Act and accordingly no shares or debentures of the Company shall be offered to the public.

Shares

3. ~~(a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the directors who may (subject to paragraph (d) 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.~~
- (b) After the first allotment of shares by the directors any further shares proposed to be issued shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this article by such special resolution as aforesaid shall be under the control of the directors, who may (subject to paragraph (d) 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, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members.
- (c) In accordance with section 91 of the Act sections 89(1) and 90 of the Act shall not apply to the Company
- (d) 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 with which the Company is incorporated at any time or times during the period of 5 years from the said date of incorporation and the directors

* as amended by Special Resolution adopted on 28th March 2014
* as amended by Special Resolution adopted on 16th November 2014

- 1 3A The Share Capital of the Company at the date of adoption of this Article is divided into 'A' ordinary shares of £1.00 each, 'B' ordinary shares of £1.00 each and 'C' ordinary shares of £1.00 each.

The rights attached to the holders of each class of share in the capital of the Company shall be as follows:-

'A' ordinary shares:

- (i) to be paid dividends (if any) at such rate or rates and at such time or times as may be separately resolved by and within the absolute discretion of the Directors so that the Directors may declare a dividend on any class or classes of shares to the exclusion of the other or others of them and so that in the exercise of such power the directors shall not be obliged to assign any reason for their decision.
- (ii) As to capital on a winding up or sale of the share capital of the Company each A ordinary share shall rank pari passu in all respects with each 'B' ordinary share and each 'C' ordinary share in the capital of the Company.
- (iii) As to voting the holders of the 'A' ordinary shares shall have the right to attend and vote at all general meetings of the Company and in exercising such power shall have one vote for every share held.

'B' ordinary shares:

- (i) to be paid dividends (if any) at such rate or rates and at such time or times as may be separately resolved by and within the absolute discretion of the Directors so that the Directors may declare a dividend on any class or classes of shares to the exclusion of the other or others of them and so that in the exercise of such power the directors shall not be obliged to assign any reason for their decision.
- (ii) As to capital on a winding up or sale of the share capital of the Company each B ordinary share shall rank pari passu in all respects with each 'A' ordinary share and each 'C' ordinary share in the capital of the Company.
- (iii) As to voting the holders of the 'B' ordinary shares shall have no right to attend or vote at any general meeting of the Company.

'C' ordinary shares:

- (i) to be paid dividends (if any) at such rate or rates and at such time or times as may be separately resolved by and within the absolute discretion of the Directors so that the Directors may declare a dividend on any class or classes of shares to the exclusion of the other or others of them and so that in the exercise of such power the directors shall not be obliged to assign any reason for their decision.
- (ii) As to capital on a winding up or sale of the share capital of the Company each C ordinary share shall rank pari passu in all respects with each 'A' ordinary shares and each 'B' ordinary shares in the capital of the Company.
- (iii) As to voting the holders of the 'C' ordinary shares shall have the right to attend and vote at all general meetings of the Company and in exercising such power shall have one vote for every share held.

1 Adopted by special resolution passed on 16 November 2014

~~3A The Share Capital of the Company at the date of adoption of this Article is divided into 'A' ordinary shares of £1 00 each and 'B' ordinary shares of £1 00~~

~~The rights attached to the holders of each class of share in the capital of the Company shall be as follows -~~

~~'A' ordinary shares~~

- ~~(i) to be paid dividends (if any) at such rate or rates and at such time or times as may be separately resolved by and within the absolute discretion of the Directors so that the Directors may declare a dividend on any class or classes of shares to the exclusion of the other or others of them and so that in the exercise of such power the directors shall not be obliged to assign any reason for their decision~~
- ~~(ii) As to capital on a winding up or sale of the share capital of the Company each A ordinary share shall rank pari passu in all respects with each 'B' ordinary share in the capital of the Company~~
- ~~(iii) As to voting the holders of the 'A' ordinary shares shall have the right to attend and vote at all general meetings of the Company and in exercising such power shall have one vote for every share held~~

~~'B' ordinary shares~~

- ~~(i) to be paid dividends (if any) at such rate or rates and at such time or times as may be separately resolved by and within the absolute discretion of the Directors so that the Directors may declare a dividend on any class or classes of shares to the exclusion of the other or others of them and so that in the exercise of such power the directors shall not be obliged to assign any reason for their decision~~
- ~~(ii) As to capital on a winding up or sale of the share capital of the Company each 'B' ordinary share shall rank pari passu in all respects with each 'A' ordinary share in the capital of the Company~~
- ~~(iii) As to voting the holders of the 'B' ordinary shares shall have no right to attend or vote at any general meeting of the Company "~~

²3B Drag along

3B 1 If all the holders of A ordinary shares (**Selling Shareholders**) wish to transfer all (but not some only) of their Shares (**Sellers' Shares**) to a bona fide purchaser on arm's length terms (**Proposed Buyer**), the Selling Shareholders may require all other Shareholders (**Called Shareholders**) to sell and transfer all their shares (**Called Shares**) to the Proposed Buyer (or as the Proposed Buyer directs) in accordance with the provisions of this Article (**Drag Along Option**)

¹ Adopted by special resolution passed on 28th March 2014 *16th November 2017*

² Adopted by special resolution passed on 28th March 2014

- 3B 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect to the Called Shareholders (**Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Proposed Buyer. The Drag Along Notice shall specify
- (a) that the Called Shareholders are required to transfer all their Called Shares pursuant to this Article 3B,
 - (b) the person to whom the Called Shares are to be transferred,
 - (c) the purchase price payable for the Called Shares which shall, for each Called Share, be an amount at least equal to the price per share offered by the Proposed Buyer for the Sellers' Shares, and
 - (d) the proposed date of the transfer
- 3B 3 Once issued, a Drag Along Notice shall be irrevocable. However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares to the Proposed Buyer within three calendar months of serving the Drag Along Notice. The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 3B 4 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 3B.
- 3B 5 Completion of the sale of the Called Shares shall take place on the Completion Date. Completion Date means the date proposed for completion of the sale of the Sellers' Shares unless
- (a) all of the Called Shareholders and the Selling Shareholders agree otherwise in which case the Completion Date shall be the date agreed in writing by all of the Called Shareholders and the Selling Shareholders, or
 - (b) that date is less than three calendar months after the date on which the Drag Along Notice is served, in which case the Completion Date shall be five Business Days after the expiry of the three calendar months following service of the Drag Along Notice.
- 3B 6 The proposed sale of the Sellers' Shares by the Selling Shareholders to the Proposed Buyer is subject to the rights of pre-emption set out in Article 6 but the sale of the Called Shares by the Called Shareholders shall not be subject to those provisions.
- 3B 7 On or before the Completion Date, the Called Shareholders shall execute and deliver stock transfer forms for the Called Shares, together with the relevant share certificates (or a suitable indemnity for any lost share certificates) to the Company. On the Completion Date, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts due pursuant to article 3B 2(c) to the extent that the Proposed Buyer has put the Company in the requisite funds. The

Company's receipt for the price shall be a good discharge to the Proposed Buyer. The Company shall hold the amounts due to the Called Shareholders in trust for the Called Shareholders without any obligation to pay interest.

3B 8 To the extent that the Proposed Buyer has not, on the Completion Date, put the Company in funds to pay the purchase price due in respect of the Called Shares, the Called Shareholders shall be entitled to the return of the stock transfer forms and share certificates (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article in respect of their Shares.

3B 9 If any Called Shareholder does not, on or before the Completion Date, execute and deliver (in accordance with Article 3B 7) transfer(s) in respect of all of the Called Shares held by it, each defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be its agent to execute all necessary transfer(s) on its behalf, against receipt by the Company (on trust for such holder) of the purchase price payable for the Called Shares, and to deliver such transfer(s) to the Proposed Buyer (or as it may direct) as the holder thereof. After the Proposed Buyer (or its nominee) has been registered as the holder of the Called Shares, the validity of such proceedings shall not be questioned by any such person. Failure to produce a share certificate shall not impede the registration of shares under this Article."

³3C Tag along rights on a change of control

3C 1 Except in cases pursuant to Article 3D, and after going through the pre-emption procedure set out in Article 6, the provisions of article 3C 2 to article 3C 6 shall apply if, in one or a series of related transactions, one or more Sellers propose to transfer any of the Shares (**Proposed Transfer**) which would, if carried out, result in any person (**Buyer**), and any person acting in concert with the Buyer acquiring a controlling interest in the Company.

3C 2 Before making a Proposed Transfer, a Seller shall procure that the Buyer makes an offer (**Offer**) to the other Shareholders to purchase all of the Shares held by them for a consideration in cash per Share that is equal to the highest price per Share offered by the Buyer, or any person Acting in Concert with the Buyer to the other Shareholders (**Specified Price**).

³ Adopted by special resolution passed on 28th March 2014

3C 3 The Offer shall be made by written notice (**Offer Notice**), at least 20 Business Days before the proposed sale date (**Sale Date**) To the extent not described in any accompanying documents, the Offer Notice shall set out

- (a) the identity of the Buyer,
- (b) the purchase price and other terms and conditions of payment,
- (c) the Sale Date, and
- (d) the number of Shares proposed to be purchased by the Buyer (**Offer Shares**)

3C 4 If the Buyer fails to make the Offer to all of the holders of Shares in the Company in accordance with article 3C 2 and article 3C 3, the Seller shall not be entitled to complete the Proposed Transfer and the Company shall not register any transfer of Shares effected in accordance with the Proposed Transfer

3C 5 If the Offer is accepted by any Shareholder (**Accepting Shareholder**) in writing within 20 Business Days of receipt of the Offer Notice, the completion of the Proposed Transfer shall be conditional on completion of the purchase of all the Offer Shares held by Accepting Shareholders

3C 6 The Proposed Transfer is subject to the pre-emption provisions of Article 6, but the purchase of Offer Shares from Accepting Shareholders shall not be subject to those provisions "

⁴3D Compulsory transfers of 'B' shares

3D 1 If a 'B' Shareholder wishes to dispose of his share in the capital of the Company or any of them he shall first offer them to the 'A' shareholders and if more than one 'A' shareholder shall wish to acquire such shares then those wishing to acquire the shares shall be entitled to acquire them in proportion to their shareholdings

3D 2 The proposing transferor shall offer the shares by notice in writing to the Company and the price to be paid shall be such sum as may be agreed between the proposing transferor and the other shareholders or failing agreement by the accountants for the time being of the Company acting as experts and not as arbitrators and whose decision shall be final and binding on the parties PROVIDED THAT if the proposing transferor shall be a bad leaver the price to be paid shall be limited to the par value of the shares

3D 3 For the purpose of this Article "bad leaver" means -

⁴ Adopted by special resolution passed on 28th March 2014

- (a) The Shareholder being declared bankrupt or entering into any insolvency arrangement under the Insolvency Act 1986 or any analogous arrangement,
- (b) The Shareholder being an employee of the Company or any Group Company and being dismissed from such employment as a result of material breaches of his employment contract, or
- (c) The Shareholder being an employee of the Company and voluntarily giving notice to the Company to terminate his employment

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.

4. The lien conferred by regulation 8 in Table A shall attach also to fully paid up shares. Regulation 8 in Table A shall be modified accordingly.
5. The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words 'and all expenses that may have been incurred by the Company by reason of such non-payment.'

Transfer of Shares

6. (a) The directors may, in their absolute discretion, decline to register any transfer which would otherwise be permitted under the succeeding provisions of this article if it is a transfer:
 - (i) of a share on which the Company has a lien;
 - (ii) of a share (not being a fully paid share) to a person of whom they shall not approve;
 - (iii) of a share (whether or not it is fully paid) made pursuant to paragraph (g) below.
- (b) If the directors refuse to register a transfer of a share, they shall within two months after the date on which the transfer was lodged with the company send to the transferee notice of the refusal together with the reasons for the refusal.

Regulation 24 and 25 in Table A shall not apply to the Company.

- (c) Any person (hereinafter called 'the proposing transferor') proposing to transfer any shares shall give notice in writing (hereinafter called 'the transfer notice') to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agents of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any member or members willing to purchase the same (hereinafter called 'the purchasing member') at the price specified therein or at the fair value certified in accordance with paragraph (d) below (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the directors.
- (d) The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called 'the offer notice') within 7 days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than 21 days nor more than 42 days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph (d) below the offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by

them respectively, provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings, the same shall be offered to the members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the directors may think fit.

- (e) Any member may, not later than 8 days after the date of the offer notice, serve on the Company a notice in writing requesting that the auditor for the time being of the Company (or at the discretion of the auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales), or if there is no auditor, such independent valuer as may be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this article reference to the auditor or independent valuer shall include any person so nominated. Upon receipt of such notice the Company shall instruct the auditor or independent valuer to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing members or borne by any one or more of them as the auditor or independent valuer in his absolute discretion shall decide. In certifying the fair value as aforesaid the auditor or independent valuer shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the auditor or independent valuer, the Company shall by notice in writing inform all members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this article the fair value of each share comprised in the transfer notice shall be the sum certified as aforesaid divided by the number of shares comprised in the transfer notice.
- (f) If purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph (c) above, the Company shall not later than 7 days after the expiry of such appropriate period give notice in writing (hereinafter called 'the sale notice') to the proposing transferor specifying the purchasing members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members.
- (g) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing member. The receipt of the Company for the purchase money shall be a good discharge to the purchasing member. The Company shall pay the purchase money into a separate bank account.
- (h) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph (e) above, he shall, during the period of 30 days next following the expiry of the time so specified, be at liberty subject to paragraph (a) above to transfer all or any of the shares comprised in the transfer notice to any person or persons.
- (i) Regulations 29 to 31 of Table A shall apply subject to the following provisions:
 - (i) Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer.
 - (ii) If a person so becoming entitled shall not have given a transfer notice in respect of any share within 6 months of the death or

bankruptcy, the directors may at any time thereafter upon resolution passed by them give notice requiring such person within 30 days of such notice to give a transfer notice in respect of all the shares to which he has so become entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such 30 days be deemed to have given a transfer notice pursuant to paragraph (b) of this article relating to those shares in respect of which he has still not done so.

(111) Where a transfer notice is given or deemed to be given under this paragraph (h) and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the directors, be certified in writing by the auditors in accordance with paragraph (d) of this article as the fair value thereof.

(j) The provisions of these articles 6(b) to (h) shall not apply to the transfer by a subscriber to the memorandum of association of any share taken by such subscriber pursuant thereto.

Redemption of Shares

7. Subject to the provisions of the Act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by special resolution before the issue thereof.

Regulation 3 of Table A shall not apply to the Company.

General Meetings and Resolutions

8. Every notice convening a general meeting shall comply with the provisions of Section 325 of the Companies Act 2006 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 auditor (if any) for the time being of the Company.

9. Regulation 41 in Table A shall be read and construed as if the words 'and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.' were added at the end.

Appointment of directors

10. The number of the directors may be determined by ordinary resolution of the Company but unless so fixed there shall be no maximum number of directors and the minimum number of directors shall be one. In the event of the minimum number of directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A or these articles expressed to be vested in the directors generally and the quorum for the transaction of the business of the directors shall be one and the provisions of regulation 89 in Table A shall be modified accordingly. Regulation 64 in Table A shall not apply to the Company.

11. The directors shall not be required to retire by rotation.

12. Any appointment or removal of an alternate director may be made by letter, cable, telex, telegram, facsimile or radiogram or in any other manner approved by the directors. Any cable, telex, telegram, facsimile or radiogram shall be confirmed as soon as possible by letter but is a valid appointment in the meantime. Accordingly regulation 68 in Table A shall not apply to the Company.

13. In the event of the Company having no members and no directors as the result of the death or deaths of the members and/or directors, the personal

representative of the last member or director to die has the right by notice in writing to appoint a director of the Company and this appointment shall have the same effect as if made in a general meeting. Where due to circumstances resulting in the death of two or more members or directors it is uncertain which of them survived the longest it shall be assumed that death occurred in the order of seniority, thus the younger will be assumed to have outlived the elder.

Powers of Directors

14. In addition to and without prejudice to the generality of the powers conferred by regulation 70 of Table A the directors may mortgage or charge all the undertaking and property of the Company including the 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.
15. (a) The directors may exercise the powers of the Company conferred by its memorandum of association and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
(b) Accordingly, regulation 87 in Table A shall not apply to the Company.
16. A director may vote as a director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in calculating a quorum when any such contract or arrangement is under consideration; and regulations 94 to 97 in Table A shall be modified accordingly.
17. Any director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone, videoconferencing or by means of "electronic communication" as defined in the Electronic Communications Act 2000 or any statutory modification or re-enactment thereof. A person in communication with the chairman and with other directors at a meeting of the directors or a committee by means of electronic communications or otherwise shall be deemed to be present at the meeting provided that but only for so long as they have the ability to communicate with all other parties attending the meeting including others attending by way of electronic communication. Where a meeting is held by electronic communication it shall be deemed to be held at such venue as the directors shall resolve. In the absence of any such resolution it shall be deemed to have been held at the place where the majority of directors are physically present or in the absence of such a majority the place where the chairman of the meeting is physically present.

Single Member Company

18. If at any time, and for as long as, the Company has a single member all provisions of these articles shall (in the absence of any expressed provision to the contrary) apply with such modification as may be necessary in relation to a company with a single member.

Electronic Communications

19. Notwithstanding anything in these articles to the contrary:
 - (a) Any document or information to be given, sent, supplied, delivered or provided to any person by the Company, whether pursuant to these articles, the Act, the Companies Act 1989, the 2006 Act or otherwise, is also to be treated as given, sent, supplied, delivered or provided where it is made available on a website, or is sent in electronic form, in the manner provided by the 2006 Act for the purposes of, inter alia, the 2006 Act (subject to the provisions of these articles).
 - (b) The directors may from time to time make such arrangements or regulations (if any) as they may in their absolute discretion think fit in relation to the giving of notices or other documents or information by electronic means by or to the Company and otherwise for the purpose

of implementing and/ or supplementing the provisions of these articles and the Act or the 2006 Act in relation to electronic means and such arrangements and regulations (as the case may be) shall have the same effect as if set out in this article.

The Seal

20. The seal, if any, 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 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.

Regulation 101 of Table A shall not apply to the Company.

Indemnity

21. (a) Every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under sections 144 of the 1985 Act or Sections 661 (as from the date that section is brought into force) or 1157 of the 2006 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. This article shall only have effect in so far as its provisions are not avoided by Section 232 of the 2006 Act.
- (b) The directors shall have power to purchase and maintain an insurance policy for any director or officer of the Company effecting cover against any such liability as is referred to in Section 232 of the 2006 Act.
- (c) Accordingly regulation 118 in Table A shall not apply to the Company.

Conflicts of interest

22. (a) For the purposes of Section 175 of the 2006 Act, the directors may authorise any matter proposed to them in accordance with these articles which would, if not so authorised, constitute or give rise to an infringement of duty by a director under that Section.
- (b) Authorisation of a matter under article 22(a) shall be effective only if:
- (1) the matter in question shall have been proposed by any person for consideration at a meeting of the directors in accordance with the directors' procedures, if any, for the time being relating to matters for consideration by the directors or in such other manner as the directors may approve;
 - (ii) any requirement as to the quorum at the meeting of the directors at which the matter is considered is met without counting the director in question and any other director (together the "Interested Directors"); and
 - (iii) the matter was agreed to without the Interested Directors voting or would have been agreed to if the votes of the Interested Directors had not been counted.
- (c) Where the number of disinterested directors is less than the quorum for the purposes of approving a resolution under article 22(a) the quorum shall be all the disinterested directors.
- (d) Any authorisation of a matter pursuant to article 22(a) shall extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised.
- (e) Any authorisation of a matter under article 22(a) shall be subject to such conditions or limitations as the directors may specify, whether at the time such authorisation is given or subsequently, and may be

- terminated or varied by the directors at any time. A director shall comply with any obligations imposed on him by the directors pursuant to any such authorisation.
- (f) A director shall not, by reason of his office or the fiduciary relationship thereby established, be accountable to the Company for any remuneration or other benefit which derives from any matter authorised by the directors under article 22(a) and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such remuneration or other benefit or on the ground of the director having any interest as referred to in the said section 175.
- (g) A director shall be under no duty to the Company with respect to any information which he obtains or has obtained otherwise than as a director or officer or employee of the Company and in respect of which he owes a duty of confidentiality to another person. However, to the extent that his connection with that other person conflicts, or may possibly conflict, with the interests of the Company, this article 22 (g) applies only if the existence of that connection has been authorised by the directors under article 22(a). In particular, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act because he fails:
- (1) to disclose any such information to the directors or to any director or other officer or employee of the Company; and/or
 - (11) to use any such information in performing his duties as a Director or officer or employee of the Company.
- (h) Where the existence of a director's connection with another person has been authorised by the directors under article 22(a) and his connection with that person conflicts, or possibly may conflict, with the interests of the Company, the director shall not be in breach of the general duties he owes to the Company by virtue of sections 171 to 177 of the 2006 Act because he:
- (1) absents himself from meetings of the directors or any committee thereof at which any matter relating to the conflict of interest or possible conflict of interest will or may be discussed or from the discussion of any such matter at a meeting or otherwise; and/or
 - (11) makes arrangements not to receive documents and information relating to any matter which gives rise to the conflict of interest or possible conflict of interest sent or supplied by the Company and/or for such documents and information to be received and read by a professional adviser, for so long as he reasonably believes such conflict of interest (or possible conflict of interest) subsists.
- (i) The provisions of articles 22(g) and 22(h) are without prejudice to any equitable principle or rule of law which may excuse the director from:
- (1) disclosing information, in circumstances where disclosure would otherwise be required under these articles or otherwise; or
 - (11) attending meetings or discussions or receiving documents and information as referred to in article 22(h), in circumstances where such attendance or receiving such documents and information would otherwise be required under these articles.
- (j) For the purposes of articles 22(a) to 22(h), a conflict of interest includes a conflict of interest and duty and a conflict of duties.

Name and address of subscriber

MR PAUL KYRIAKOU

[1 ORDINARY]

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