

THE COMPANIES ACT 2006

SPECIAL RESOLUTION

of

SI ASSOCIATES LIMITED  
("the Company")

Company No. SC112013

PASSED 6/10/2008

CIRCULATION DATE: 6<sup>th</sup> October 2008



Pursuant to chapter 2 of part 13 of the Companies Act 2006, the directors of the Company propose that the following Special Resolution be passed as detailed below (the "Resolution").

SPECIAL RESOLUTION

THAT the existing Articles of Association of the Company be deleted and the regulations attached to this Resolution and for identification purposes signed by one of the directors be and are hereby adopted as the new Articles of Association of the Company with immediate effect.

AGREEMENT

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

We, the undersigned, being a person entitled to vote on the Resolution on the Circulation Date hereby irrevocably agree to the Resolution


Signed

HENRY CLARK

Full Name

06/10/2008

Date



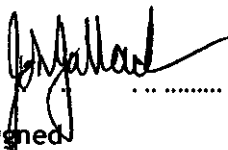
THOMAS JONES

6/10/2008

Signed

Full Name

Date



JOHN GALLACHER

6/10/2008

Signed

Full Name

Date



DAVID CONNELL

6/10/2008

Signed

Full Name

Date

#### NOTES

- 1 If you agree to the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company
- 2 If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply
- 3 Once you have indicated your agreement to the Resolution, you may not revoke your agreement.
- 4 Unless, within 28 days of the Circulation Date set out above, sufficient agreement has been received from the required majority of eligible members for the Resolution to be passed, it will lapse. Therefore, if you agree to the Resolution, please ensure that your agreement to the Resolution reaches the Company within 28 days of the Circulation Date
- 5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document
- 6 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the Register of Members of the Company

**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY S H A R E S**  
**ARTICLES OF ASSOCIATION**  
*of*  
**SI ASSOCIATES LIMITED**  
**(Company Number SC112013)**

These are the new Articles of Association referred to in the attached Special Resolution of SI Associates Limited

  
... ..  
Director

(Adopted by Special Resolution dated 6 OCTOBER 2008)

---

**PRELIMINARY**

**1 In these Articles**

"Bad Leaver"	means any Member who is (i) Fairly Dismissed or (ii) is deemed to be a bad leaver pursuant to Articles 18.9 or 18.10;
"Board"	means the board of directors of the Company from time to time,
"Fairly Dismissed"	means dismissal (otherwise than by reason of redundancy) of a Member being an employee of the Company or subsidiary of the Company, which is not adjudged to be either an unfair or wrongful dismissal by an employment tribunal or court, ignoring for these purposes any non material failure in procedural fairness,
"Good Leaver"	means any Member who ceases to be an employee or director of the Company or subsidiary of the Company and who is not a Bad Leaver,
"Member"	means a member of the Company,
"Ordinary Shares"	means ordinary shares of £1 each in the capital of the Company,
"Paid Up"	means paid up or credited as paid up and "Paid Up Amount" in respect of any Ordinary Share includes the amount of any premium paid on such Ordinary Share,
"Requisite Majority"	means the holders of at least 75% in nominal value of the issued Ordinary Shares;
"Table A"	means Table A contained in the Companies (Tables A to F) Regulations 1985 as amended by

the Companies (Tables A to F) (Amendment) Regulations 1985, the Companies (Tables A to F) (Amendment) Regulations 2007, and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007,

**"Termination Date"** means the date of occurrence of a Termination Event,

**"Termination Event"** means

in relation to a Member who is an individual.

(where such Member is a director or employee of the Company or a subsidiary of the Company) ceasing to be such a director or employee;

death; or

sequestration or the entering into of a trust deed for the behoof of creditors, and

in relation to a Member which is not an individual, the commencement of winding up, the presentation of a petition for an administration order or any other action appointing an administrator, the appointment of a receiver or the passing of a resolution for the winding up of such Member or other analogous or equivalent event in any jurisdiction

- 2 Subject to the provisions hereinafter contained, the Regulations contained in Table A so far as not excluded, altered or modified by or inconsistent with the following Articles shall apply to the Company and be deemed to be incorporated herein Regulations 3, 12, 24, 41, 54, 64, 76, 78, 85, 86, 87, 89 and 94 to 96 inclusive of Table A shall not apply to the Company.

- 3 The following Regulations of Table A shall be modified

Regulation 6 by the deletion of the words "sealed with the seal" and the substitution of the words "executed in terms of section 36B of the Act",

Regulation 32 by the deletion of paragraph (a) and the consequential re lettering of the subsequent paragraphs and the addition to the original paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share",

Regulation 46 so that paragraphs (a) to (d) inclusive shall be held to be deleted and the words "by the chairman or by any person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporate member of the Company" shall be inserted in lieu thereof;

Regulation 66 so that the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" shall be inserted between the words "shall" and "be",

Regulation 67 by the deletion of the words from "but" until the end;

Regulation 77 so that the words "or reappointment" shall be held to be deleted both times they appear and the words "or reappointed" shall be held to be deleted,

Regulation 82 so that the words "by way of Directors' fees" shall be inserted between the words "remuneration" and "as";

Regulation 84 so that the words "Unless the contrary shall be provided in the terms of his appointment" shall be added to the beginning of the third sentence thereof;

Regulation 115 so that the figure "48" shall be held to be deleted and the figure "24" inserted in lieu thereof.

- 4 Unless otherwise required by the context of the Articles and Table A, in so far as not excluded and as modified in terms of this Article, words importing the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine
- 5 Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Companies Acts (as defined in Section 2 of the Companies Act 2006) or any modification thereof in force at the date at which these Articles are adopted by the Company.

#### PRIVATE COMPANY

- 6 The Company is a private company and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or any allotment of or agreement to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public is prohibited

#### SHARE CAPITAL

- 7 The authorised share capital of the Company at the date of adoption of these Articles is £20,000 divided into 20,000 Ordinary Shares
- 8 8 1 The rights and restrictions attaching to the Ordinary Shares are as follows

##### Income

- 8.1 1 A dividend as may be recommended by the Board (and determined by the Company in general meeting) to be distributed amongst the holders of the Ordinary Shares according to the Paid Up Amount of Ordinary Shares held by them

- 8 1 2 Any dividend declared or accrued but unpaid shall be payable no later than on a sale of the entire issued share capital of the Company.

**Capital**

8.1 3 Save as otherwise required by law, on a return of assets on liquidation, reduction of capital or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall belong to and be distributed amongst the holders of the Ordinary Shares then in issue according to the Paid Up Amount of Ordinary Shares held by them.

- 9 Section 89(1) of the Act shall not apply to any allotment of shares in the Company
- 10 Subject to the provisions of the Act and the Articles, the Directors may issue shares which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder
- 11 The lien conferred by Regulation 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders
- 12 The Directors may from time to time (subject to any terms upon which any shares may have been issued) make calls on such terms as they may think fit upon the Members in respect of all or any moneys unpaid on their shares and each member shall be liable to pay the calls so made and any money payable on any share under the terms of allotment thereof to the persons and at the times and places appointed by the Directors. A call may be required to be paid by instalments. A call may be revoked in whole or in part or its payment postponed in whole or in part by the Directors. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect whereof the call was made
- 13 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 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non payment"

**NOTICES**

- 14 Every notice calling 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 all notices all other communications relating to a General Meeting which any Member is entitled to receive shall also be sent to the Auditor for the time being of the Company

**ISSUE OF SHARES**

- 15 Except:
- 15.1 with the consent in writing of all the holders of all the issued Ordinary Shares in the capital of the Company, or
- 15.2 in respect of any shares in the equity share capital of the Company which are to be allotted and issued to employees (who are not Members) of the Company or a subsidiary of the Company,

all shares in the equity share capital of the Company which are to be issued shall, before issue, be offered by the Directors in the first instance to all holders at the relevant time of equity share capital and that in each case in proportion as nearly as may be to the aggregate amounts paid up or credited as paid up on the Ordinary Shares held by such Members respectively. Every such offer shall be in writing, shall state the number of the shares to be issued and shall be subject to the following conditions, which shall be incorporated in such offer.

- (a) that any acceptance thereof (which may be as regards all or any of the shares offered) shall be in writing and be delivered at the office within a period of fourteen days from the date of service of the said offer,
  - (b) that if the aggregate number of shares accepted exceeds the number of shares included in such offer the Members accepting shall be entitled to receive and bound to accept an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered according to the amounts paid up or credited as paid up on the shares carrying the right to such offer as aforesaid then held by them respectively, whichever number be less; and
  - (c) that any Members to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive and bound to accept an allocation among them of any surplus shares in proportion as nearly as may be to the number of shares accepted by them respectively in excess of the number of shares to which they may respectively be entitled on the first allocation thereof as aforesaid
- 16 In so far as any such offer shall not be accepted, the Directors may within three months after the date of the offer thereof in terms of this Article dispose of such shares to such person or persons as they may think fit but only upon terms no less favourable than as were specified in such offer.

#### TRANSFER OF SHARES PRE EMPTION PROVISIONS

- 17 Other than with the prior written consent of the Requisite Majority the Board may, in its absolute discretion and without assigning any reason therefor, refuse to register a proposed transfer of Ordinary Shares not made pursuant to or permitted by Articles 18 to 20 and any transfer or purported transfer made otherwise in accordance with these Articles shall be void and of no effect
- 18 18.1 Every holder of shares in the Company who wishes at any time to transfer his shares or any interest therein or any of them (hereinafter referred to as a "Transferor") shall notify the Directors of the Company in writing of his wish so to do. Such notification (hereinafter called the "Transfer Notice") shall constitute the Directors the agent of the Transferor for the sale of all (but not some of) the shares comprised in the Transfer Notice (hereinafter called "the Shares") at the Price (as hereinafter defined) to any Member willing to purchase the same (hereinafter called "the Purchasing Member") and (save as provided in Article 18.3 and 18.5) shall not be withdrawn. Any transfer of shares not preceded by a Transfer Notice as above provided shall, when presented to the Company for registration, have the effect only of a Transfer Notice in regard to the shares comprised therein and shall have no other effect in a question with the Company. In the case of. (a) a Transfer Notice served pursuant to this Article 18, or (b) a Transfer Notice served or deemed

to have been served pursuant to Article 19 following a Termination Event and where, in respect of a Member who ceases to be an employee or director of the Company or subsidiary of the Company, the Member is a Good Leaver, the Price shall be Fair Value (as hereinafter defined) Where a Member ceases to be an employee or director of the Company or subsidiary of the Company and the Member is a Bad Leaver, the Price shall be the lower of Fair Value and £1

18 2 For the purposes of these Articles, the Fair Value shall be either (a) such price as may be agreed between the Transferor and the Directors within one month of such actual or deemed service of a Transfer Notice or, (b) failing such agreement, as may be determined by a Chartered Accountant, experienced in the valuation of shares in private companies, to be nominated by the President for the time being of the Institute of Chartered Accountants of Scotland, to be in his opinion (acting as an expert and not as an arbiter) the fair value of the Shares having regard to the fair value of the business of the Company as a going concern and as between a willing vendor and a willing purchaser. Without restricting the discretion of the Chartered Accountant to determine the fair value of the Shares they shall calculate the fair value on the following basis namely

18.2 1 by determining the sum which a willing purchaser would offer to a willing vendor for the whole of the issued equity share capital of the Company; and

18 2.2 by dividing the resultant figure by the number of Ordinary Shares in issue, and multiplying the result by the number of Ordinary Shares comprised in the Transfer Notice,

so that there shall be no addition or subtraction of any premium or discount arising in relation to the relevant size of the holding the subject of the Transfer Notice or any restrictions on the transferability of the Shares

The certificate of the Chartered Accountant as to such value shall, subject to Article 18 3 be final and binding on all concerned. The fees and expenses of the Chartered Accountant in respect of such determination shall be borne by the Company unless the Transferor (being entitled so to do) withdraws the Transfer Notice pursuant to Article 18 3 or gives a counter notice pursuant to Article 18.5 in which cases such fees and expenses shall be borne by the Transferor

18 3 Subject to Article 19, in the event of the Fair Value determined pursuant to Article 18 2(b) not being acceptable to the Transferor he may give notice in writing to the Directors within 14 days after the issue of the certificate as aforesaid and thereupon the Transfer Notice shall be deemed to be withdrawn For the avoidance of doubt, the directors shall not be constituted the agent of the Transferor in deciding whether or not to accept the Fair Value of the Shares determined in accordance with Article 18 2 (b)

18 4 Upon the Fair Value being either (i) agreed pursuant to Article 18.2 (a) or (ii) determined pursuant to Article 18.2 (b) and the Transferor has not given a notice pursuant to Article 18 3 to withdraw the Transfer Notice, the Directors shall forthwith give details of the number and price (being the Fair Value) of the Shares on offer (hereinafter called "the Offer Notice") to all of the then holders of Ordinary Shares in the capital of the Company (other than the Transferor and any



Member who has either given a Transfer Notice or in respect of whom a Transfer Notice has been deemed to have been given (but to the extent only of the shares comprised within such Transfer Notice)) who shall be entitled to purchase the Shares. In case there shall be more than one Purchasing Member, the Shares shall be divided among such Purchasing Members in the proportion as nearly as possible to the number of Ordinary Shares (other than Ordinary Shares in respect of which a Transfer Notice has been given or has been deemed to have been given) already held by them respectively provided, however, that no Purchasing Member shall be entitled to take a greater number of the Shares than he shall have offered to purchase and that any of the Shares which cannot be so divided without creating fractions shall be apportioned by the Directors among the Purchasing Members as they shall think proper. To the extent that no Purchasing Members shall be found within 21 days of the date of the Offer Notice, the Directors may offer any Shares in respect of which a Purchasing Member has not been found at any price not being less than the Fair Value to any person they consider it desirable to admit to membership.

- 18.5 If the Directors shall pursuant to the provisions of Article 18.4 find a Purchasing Member, or any other person or persons approved by them who is or are willing to purchase all or any of the Shares, or if they shall have been unable within three months after the date of the Offer Notice to find any such Purchasing Member or other person, they shall give notice thereof to the Transferor. If the Directors shall have found a person willing to purchase some but not all of the Shares, the Transferor may within 21 days of the receipt of such notice from the Directors give a counter notice in writing to the Directors withdrawing the Transfer Notice, but if the Directors shall have found a person willing to purchase all the Shares, or if no such counter notice shall have been given by the Transferor within the aforesaid period, the Transferor shall be bound upon receipt of payment of the Fair Value to transfer the Shares (or such of the same for which the Directors shall have found a purchaser) to such person.
- 18.6 If the Transferor (or any other party required to complete an instrument of transfer under these Articles) makes default in so transferring the Shares as aforesaid the Directors shall (if so required by the person or persons willing to purchase such Shares under the foregoing provisions) receive and give a good discharge for the purchase money on behalf of the Transferor, and shall authorise some person to execute transfers of the Shares in favour of the purchaser (which transfer shall be as effective as if it had been executed by the registered holder of or person entitled by transmission to the Shares) and shall, subject to stamping, enter the name of the purchaser in the Register of Members as the holder of such of the Shares as shall have been transferred to him as aforesaid and each of the Members appoints any member of the Board to act as his attorney to receive and give a good discharge and execute any transfers on his behalf as required by this Article 18. Each Member irrevocably undertakes to ratify the acts of his attorney pursuant to this Article 18.6.
- 18.7 Subject to Article 19 if the Transferor shall not have given to the Directors any notice pursuant to Articles 18.3 or 18.5 hereof to withdraw the Transfer Notice and the Directors shall not pursuant to Article 18.4 hereof find a purchaser for all the Shares, the Transferor shall be at liberty at any time within six months after the date of the Offer Notice to sell and transfer all or any of the Shares not so sold as aforesaid to any person at any price not being less than the Fair Value.

- 18.8 *For the purpose of ensuring that a transfer of Shares is duly authorised hereunder, or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may require any Member or the legal personal representatives of a deceased Member or the liquidator, receiver, administrator or other officer of any corporate member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request, the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any Shares. If the Directors do so require and the Transfer Notice is not duly given within one month from the date of its being so required, such notice shall be deemed to have been given at the expiration of the said period and the provisions of these Articles shall take effect accordingly*
- 18.9 In the event that prior to the transfer of his Shares but after ceasing to be an employee or director of the Company, a Member is in breach of his restrictive covenants or obligations of confidentiality contained in his employment contract and/or service agreement ("Employment Breach"), the Member shall be deemed to be a Bad Leaver and accordingly the Price shall be the lower of Fair Value and £1
- 18.10 If in respect of a former Member where an Employment Breach is discovered after the transfer of his shares, the former Member shall be deemed to have been a Bad Leaver and accordingly the Price shall be retrospectively adjusted to the lower of Fair Value and £1 instead of Fair Value. In such circumstances, the former Member shall pay the Company on demand such sum as represents the difference between the amount paid to him in respect of his former Shares as a Good Leaver and the amount which would have been paid to him as a Bad Leaver. Where the Company has not been the transferee of the former Member's Shares, it shall act as agent for, and reimburse to, the Purchasing Member, the difference in the Price paid by such Purchasing Member to the former Member as appropriate

#### COMPULSORY TRANSFERS

- 19.1 On the occurrence of a Termination Event in relation to a Member holding Ordinary Shares (the terms "a Member" and "such Member" for the purposes of this Article being hereinafter deemed to include the executors, administrators, trustees, trustee in bankruptcy, receiver or liquidator of such Member, and the beneficial owner of Shares in respect of which some other person is the registered holder as the case may be), the Directors shall be entitled at any time within a period of twelve months or such longer period as may be agreed with such Member or the personal representative of such Member from the Termination Date by notice in writing to require such Member to give a Transfer Notice in terms of Article 18 hereof as regards all or any of the Shares held by such Member (save that there shall be no entitlement to withdraw such Transfer Notice and that the provisions of Article 18.7 shall not apply to such Member in respect of such shares and in the event of such Transfer Notice not being received by the Company within the period of 14 days after such notice given by the Directors, the Directors shall be entitled

to proceed as if such Transfer Notice had actually been received by them on the last of such 14 days. In the event of the Directors not giving such notice within the said period of twelve months or such longer period as agreed as aforesaid to such member then

19.1.1 the Directors shall not be entitled to decline to register such executors, administrators or trustees as Members in respect of any share which was held by such deceased Member at the time of his death,

19.1.2 such executors, administrators or trustees holding any share in terms of this provision may transfer the same to any person who may have acquired right to such shares from such deceased Member by succession and regulations 30 and 31 of Table A shall be modified accordingly; and

19.1.3 the Directors shall have no further rights under this Article to serve notice on any such Member as aforesaid

19.2 For the purpose of ensuring that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may from time to time require any such Member to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose

20 20.1 The Directors shall not be entitled to decline to register a transfer of any shares made pursuant to the provisions of these Articles unless

20.1.1 it is not lodged at the office or at such other place as the Directors may appoint and is not accompanied by the certificate or certificates for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer, or

20.1.2 it is in respect of more than one class of shares, or

20.1.3 it is in favour of more than four transferees, or

20.1.4 it is a transfer of a share on which the Company has a lien

#### VOTES OF MEMBERS

21 At any General Meeting of the Company every person present, whether as an individual member of the Company or by a duly authorised representative of a corporate member of the Company or by a proxy for a member of the Company shall have one vote on a show of hands and upon a poll every member present, whether in person or by a duly authorised representative of a corporate member of the Company or by proxy, shall have one vote for each £1 nominal paid up or credited as paid up on all the shares of whatever class in the capital of the Company of which he is the holder.

**DIRECTORS**

- 22 Unless otherwise determined by Ordinary Resolution the number of the Directors of the Company (other than alternate Directors) shall be not less than two and shall not be subject to any maximum. The quorum for the transaction of the business of the Directors shall be two. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 23 The Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director. Save with the consent of the Requisite Majority and subject always to Article 24, no person shall be appointed a Director at any General Meeting pursuant to this Article 23 unless, not less than fourteen nor more than thirty five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.
- 24 For so long as any Member is registered as the holder of shares conferring at least 10 per centum of the total voting rights conferred by all the shares for the time being in issue in the share capital of the Company, that Member shall be entitled to nominate one person (who may be himself) to act as a Director of the Company and to appoint, remove and replace such person by notice in writing to the Company
- 25 Any person of 18 years of age or greater age without limitation may be appointed a Director of the Company and no Director of the Company shall be required to vacate office at any time by reason of his age
- 26 A Director may hold any other office or place of profit under the Company (except that of Auditor) in conjunction with his office of Director, and may act in a professional capacity to the Company, on such terms as to remuneration and otherwise as the Directors shall agree
- 27 The Directors may exercise the voting power conferred by the shares in any other company held or owned by the Company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing them or any of their number, directors or officers of such other company or voting or providing for the payment of remuneration to the directors or officers of such other company, and may be counted in the quorum for any such meeting.
- 28 Notice of every meeting of the Directors shall be given to each Director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any Director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him
- 29 29 1 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office.
- 29 1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;

29 1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested,

29.1 3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested,

29 1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and

29.1 5 shall be entitled to vote and be counted in the quorum on any matter concerning the foregoing paragraphs of this Article.

30 30.1 For the purposes of Article 29

30 1.1 a general notice to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that a Director has an interest in any such transaction of the nature and extent so specified;

30.1 2 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and

30 1.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a Director shall be treated as an interest of the Director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

#### DIRECTORS' POWERS

31 The Directors may establish and maintain or procure the establishment and maintenance of any non contributory or contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time in the employment or service of, or shall have rendered services of any kind to, the Company or any company which is the holding company or a subsidiary of the Company or such holding company or is allied to or associated with the Company or with any such holding company or subsidiary or which was a predecessor in business of the Company or of any such other company as aforesaid or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid or any person in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and to or for the benefit of the wives, widows, families and dependants of any such persons, to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of

or to advance the interests and well being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, to make payments for or towards the insurance of any such persons as aforesaid and to subscribe or guarantee money for any charitable or benevolent object and may do any of the matters aforesaid either alone or in conjunction with any other such company as aforesaid either alone or in conjunction with any such other company as aforesaid wither alone or in conjunction with any such other company as aforesaid, provided that the Directors shall not be entitled without the previous sanction of an Ordinary Resolution of the Company to exercise the powers conferred by this Article in favour of any person who is or was a director of the Company or of any such other company as aforesaid but who does not hold or has not held any salaried employment or office in the Company or in any such other company as aforesaid or in favour of the wife, widow, family or dependants of any such person.

#### PROCEEDINGS AT GENERAL MEETINGS

- 32 All business shall be deemed special that is transacted at a general meeting and also all that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and auditors, the election of Directors, the appointment of, and the fixing of the remuneration of, the auditors, and the fixing of the remuneration of the Directors.
- 33 If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
- 34 It shall not be necessary to give any notice of an adjourned meeting and Regulation 45 of Table A shall be construed accordingly