PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

PHUEL OIL TOOLS LIMITED
(Registered Number: SC269131)
(the "Company")

(Adopted by special resolution passed on 30th October 2015)

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1 Interpretation

1.1 In these Articles, unless the context otherwise requires:

the Act: the Companies Act 2006.

Articles: the Company's Articles of Association for the time being in force.

Available Profits: the profits available for distribution within the meaning of Part 23 of the Act.

Bankruptcy: includes individual insolvency proceedings in a jurisdiction other than Scotland which have an effect similar to that of bankruptcy and "**Bankrupt**" shall be construed accordingly.

Board: the board of Directors and any committee of the board constituted for the purpose of taking any action or decision contemplated by these Articles.

Business Day: a day (other than a Saturday, Sunday or public holiday) when clearing banks in Aberdeen are open for the transaction of normal banking business.

Controlling Interest: means the ownership by a person and his connected persons of Shares carrying the right to exercise more than 50 per cent of the total number of voting rights and a person shall be deemed to be connected with another if that person is connected with that other person(s) within the meaning of Section 1122 of the Corporation Tax Act 2010 or Section 993 of the Income Tax Act 2007.

Director: a director of the Company from time to time.

eligible director: means a Director who would be entitled to vote on a matter at a meeting of Directors (but excluding any Director whose vote is not to be counted in respect of the particular matter).

Employee Member: means any of Mark McCorry, Colin Baker McCracken or

any other person employed by and providing services to the Company on a regular (but not necessarily full-time) basis.

Encumbrance: any mortgage, charge, security, interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including, without limitation, any retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law).

Equity Shares: means the Ordinary Shares and, once fully paid, the B Ordinary Shares and any other shares comprising the equity share capital of the Company as defined in section 548 of the Act (which shall not include the A Ordinary Shares).

Enterprise Value: means the value of the Group at the time of and for the purposes of an Exit Event.

Exit Event: means the first to occur of:
(a) a Sale, merger or similar transaction;
(b) a Listing becomes effective;
(c) completion of any analogous transaction to those set out in paragraphs (a) and (b) which has the consequent effect of realising value for the Shareholders.

Group: means the Company and all its subsidiary companies.

Independent Expert: an independent firm of accountants or the president, for the time being, of the Institute of Chartered Accountants of Scotland (acting as an expert and not as an arbiter).

Listing: means the admission of the whole of any class of the issued share capital of the Company to the official list of a Recognised Investment Exchange.

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

Ordinary Shares: the ordinary shares of £1.00 each in the capital of the Company.

A Ordinary Shares: the "A" ordinary shares of £1.00 each in the capital of the Company.

B Ordinary Shares: the "B" ordinary shares of £1.00 each in the capital of the Company.

Permitted Share Issue: the issue of any shares in the capital of the Company or grant of a right to subscribe for, or to convert securities into, shares in the capital of the Company.

Recognised Investment Exchange: means a recognised investment exchange as defined in section 285 of the Financial Services and Markets Act 2000, and including AIM.

Relevant Securities: any shares or other securities convertible into shares, or carrying the right to subscribe for those shares, issued by the Company after the date on which these Articles are adopted.

Sale: means the transfer (through a single transaction or a series of transactions) of Shares as a result of which any person (or persons connected with each other, or acting in concert with one another) would hold or acquire a Controlling Interest.

Sale Shares: the Shares specified or deemed to be specified for sale in a Transfer Notice or Deemed Transfer Notice.

Seller: the transferor of Shares pursuant to a Transfer Notice.

Shares: the Ordinary Shares, the A Ordinary Shares, and the B Ordinary Shares, in issue from time to time.

Shareholder: a holder of Ordinary Shares and/or A Ordinary Shares and/or B Ordinary Shares.

Termination Date: means:-

(i) where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires;

(ii) where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;

(iii) where the Employee Member concerned is a director or consultant or independent contractor but not an employee, the date on which his contract for services with the Company is terminated; and

(iv) in any other case, the date on which the contract of employment is terminated.

Transfer Notice: a notice in writing given by any Shareholder to the Company where that Shareholder desires, or is required by these Articles, to transfer (or

enter into an agreement to transfer) any Shares. All references to Transfer Notice(s) herein shall include (where applicable) Deemed Transfer Notice(s) (as defined in Article 20.6).

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in the Act shall have the same meanings in these Articles.

1.3 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time, taking account of:

1.3.1 any subordinate legislation from time to time made under it; and

1.3.2 any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.

1.4 Article headings are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

1.6 The Model Articles shall apply to the Company, except in so far as they are modified or excluded by these Articles. In the event of any inconsistency between the Model Articles and these Articles, the provisions of these Articles shall prevail.

1.7 Articles 11(2), 13, 14(1) to (5) inclusive, 15, 21 and 23 of the Model Articles shall not apply to the Company.

1.8 Article 20 of the Model Articles shall be amended by the insertion of the words "(including Alternates and the secretary)" before the words "properly incur".

2 Share capital

2.1 Unless the context requires otherwise, references in these Articles to shares of a particular class shall include shares issued after the date of adoption of these Articles and ranking *pari passu* in all respects (or in all respects except only as to the date from which those shares rank for dividend) with the shares of the relevant class then in issue.

2.2 Except as provided in these Articles, the Ordinary Shares, the A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* in all respects but shall constitute

separate classes of shares.

3 Dividends

3.1 Articles 30 to 35 of the Model Articles are subject to Articles 3.2 to 3.4 (inclusive) below relating to dividends.

3.2 In any financial year, the Company may use its Available Profits to pay dividends as set out in this Article 3.

3.3 Each dividend shall be distributed to the appropriate shareholders *pro rata* according to the amounts paid up or credited as paid up on the Shares held by them respectively, and, for the avoidance of doubt, nothing shall limit or restrict in any way the discretion of the Directors to determine to pay dividend(s) in respect of any one or more class(es) of shares and not in respect of any one or more other class(es) of shares, nor the amount, if any, thereof.

3.4 Each dividend shall accrue daily (assuming a 365-day year). All dividends are to be expressed net and shall be paid in cash.

3.5 For the avoidance of doubt, in the event of the B Ordinary Shares being only nil paid or partly paid, they shall have no rights to receive or participate in any dividends paid or other distribution by the Company.

4 Liquidation/Return of Capital

On a return of assets on liquidation, capital reduction or other return or distribution of assets or capital, the assets of the Company remaining after the payment of its liabilities shall (to the extent that the Company is lawfully able to do so) be applied in the following order of priority:

4.1 first, in paying to the holders of the A Ordinary Shares, the Ordinary Shares and (subject to the B Ordinary Shares being fully paid up (including in respect of any premium due on them)) the B Ordinary Shares (as if the same comprised one class of shares), £1 per Share and, if there is a shortfall of assets remaining to satisfy the entitlements of holders of A Ordinary Shares, the Ordinary Shares, and B Ordinary Shares (as the case may be) in full, the proceeds shall be distributed to the holders of the A Ordinary Shares, the Ordinary Shares and the B Ordinary Shares (as the case may be) *pro rata* (as if the same comprised one class of shares) in proportion to the total number of Shares in issue; and

4.2 second, the remaining proceeds (if any) shall be distributed to the holders of the Ordinary Shares and, subject to the B Ordinary Shares being fully paid up (including in respect of any premium due on them), the B Ordinary Shares *pro rata* in proportion to the total number of such Shares in issue.

4.3 For the avoidance of doubt, in the event of the B Ordinary Shares being only nil paid or partly paid, they shall have no rights to participate in a return of assets on liquidation, capital reduction or other return or distribution of assets or capital.

5 Redemption of A Ordinary Shares

5.1 Subject to the Act, all or some of the A Ordinary Shares shall be redeemed immediately on the acquisition of a Controlling Interest by a party not a shareholder on the date on which these Articles are adopted, such date being hereinafter referred to as the "**Redemption Date**".

5.2 On the Redemption Date, the Company shall pay the sum of £1 per A Ordinary Share redeemed to the relevant holder(s) of the A Ordinary Shares.

5.3 On receipt of the relevant redemption sum, the holder(s) of the A Ordinary Shares in question shall surrender to the Company the certificate for the Shares that are to be redeemed (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost share certificate) to be cancelled. If any certificate (or indemnity) so surrendered includes any Shares that are not redeemable at that time, the Company shall issue a new share certificate, for the balance of the Shares not then redeemable, to the holder.

5.4 If, on the Redemption Date, the Company cannot lawfully redeem some or all of the A Ordinary Shares then due to be redeemed, the Company shall redeem such number of A Ordinary Shares as it is lawfully able to redeem on a *pro rata* basis amongst the relevant holder(s) of the A Ordinary Shares, with the balance to be redeemed on the same basis as soon as lawfully possible thereafter.

6 Voting

6.1 Subject to any other provisions in these Articles concerning voting rights, Shares in the Company shall carry votes as follows:

6.1.1 the Ordinary Shares shall confer on each holder of Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each Ordinary Share shall carry one vote per share;

6.1.2 except pursuant to Article 8.1, the A Ordinary Shares shall not confer on any holder of such Shares any rights to speak or vote at general meetings or to vote on a written resolution of the Company;

6.1.3 if the B Ordinary Shares are only nil paid or partly paid up, except pursuant to Article 8.2, the B Ordinary Shares shall not confer on any holder of such Shares any rights to speak or vote at general meetings or to vote on a written resolution of the Company: Declaring however that once the B

Ordinary Shares are fully paid up (including in respect of any premium due on them), the B Ordinary Shares shall thereafter confer on each holder of B Ordinary Shares the right to receive notice of and to attend, speak and vote at all general meetings of the Company, and each B Ordinary Share shall carry one vote per share; and

6.1.4 the holders of the A Ordinary Shares and the holders of the B Ordinary Shares shall be entitled to receive, at the same time as the holders of the Ordinary Shares, notice of any general meeting or proposed written resolution of the Company.

6.2 Where Shares confer a right to vote, votes may be exercised:

6.2.1 on a show of hands by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy (in which case, each Shareholder holding shares with votes shall have one vote); or

6.2.2 on a poll by every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each Shareholder holding Shares with votes shall have one vote for each such Share held).

7 Additional B Ordinary Share Matters

7.1 Subject to Article 7.2 and the Act, the Company may issue B Ordinary Shares for less than the aggregate of its nominal value and any premium to be paid in consideration for the issue.

7.2 The Company shall have a lien over any such nil paid or partly paid B Ordinary Share. Such a lien may be enforced in accordance with Articles 10 - 19.

7.3 The Company may send a call notice in respect of any such nil paid or partly paid B Ordinary Share in accordance with Article 11.

7.4 Subject to the terms of any relevant agreement made between the Company and the holders of the B Ordinary Shares, any B Ordinary Share issued by the Company as a nil paid or partly paid Share shall carry the rights as set out in Articles 3, 4, 6 and 9.

7.5 **Exit Event**

If:

(a) at any point during the period between the date of adoption of these Articles and an Exit Event (the "Period"), the Enterprise Value is equal to or greater than £6,000,000, or

(b) the overall valuation for the whole of the issued share capital of the Company for the purpose of an Exit Event is equal to or greater than £6,000,000

Then, upon the earlier to occur of the events set out in Articles 7.5 (a) and 7.5 (b), at which time, subject to the B Ordinary Shares being fully paid up (including in respect of any premium due on them), then a certain number of B Ordinary Shares shall (*pro rata* amongst all the holders of B Ordinary Shares in the proportion(s) which their holding of B Ordinary Shares bears to the total number of B Ordinary Shares in issue) immediately become fully enfranchised and shall have full rights and rank *pari passu* along with the Ordinary Shares, as follows:-

Enterprise Value/overall valuation	Number of B Ordinary Shares enfranchised
less than £6,000,000	nil
£6,000,000 - £6,099,999	24,000
£6,100,000 - £6,199,999	28,800
£6,200,000 - £6,299,999	33,600
£6,300,000 - £6,399,999	38,400
£6,400,000 - £6,499,999	43,200
£6,500,000 - £6,599,999	48,000
£6,600,000 - £6,699,999	52,800
£6,700,000 - £6,799,999	57,600
£6,800,000 - £6,899,999	62,400
£6,900,000 - £6,999,999	67,200
£7,000,000 or more	all

8 Class Rights – A Ordinary Shares and B Ordinary Shares

8.1 None of the following shall occur and the rights conferred upon the holders of the A Ordinary Shares shall be deemed to be varied unless the holders of the A Ordinary Shares in issue consent in accordance with the provisions of Article 8.3, and of the Act, to:

8.1.1 any alteration to the Articles which impacts directly upon any rights attaching to the A Ordinary Shares;

8.1.2 any consolidation or re-denomination of any A Ordinary Shares into larger nominal amounts or any sub-division of the A Ordinary Shares into smaller nominal amounts;

8.1.3 the issue of any shares ranking ahead or *pari passu* with the A Ordinary Shares;

8.1.4 the reduction of the share capital, or any uncalled or unpaid liability in respect thereof, capital redemption reserve or share premium account of the Company or the passing of any resolution authorising any of the foregoing;

8.1.5 any distribution, payment or return to holders of Shares of a capital nature;

8.1.6 the implementation of any compromise or arrangement within the meaning of section 895 of the Act or any arrangement pursuant to which the Company or any of its subsidiary companies is to make a distribution of the kind described in section 213 of the Income and Corporation Taxes Act 1988; or

8.1.7 the passing of any resolution to wind up the Company.

8.2 None of the following shall occur and the rights conferred upon the holders of the B Ordinary Shares shall be deemed to be varied unless the holders of the B Ordinary Shares in issue consent in accordance with the provisions of Article 8.3, and of the Act, to:

8.2.1 any alteration to the Articles which impacts directly upon any rights attaching to the B Ordinary Shares;

8.2.2 any consolidation or re-denomination of any B Ordinary Shares into larger nominal amounts or any sub-division of the B Ordinary Shares into smaller nominal amounts;

8.2.3 the issue of any shares ranking ahead or *pari passu* with the B Ordinary Shares;

8.2.4 the reduction of the share capital, or any uncalled or unpaid liability in respect thereof, capital redemption reserve or share premium account of the Company or the passing of any resolution authorising any of the foregoing;

8.2.5 any distribution, payment or return to holders of Shares of a capital nature;

8.2.6 the implementation of any compromise or arrangement within the meaning of section 895 of the Act or any arrangement pursuant to which the Company or any of its subsidiary companies is to make a distribution of the kind described in section 213 of the Income and Corporation Taxes Act 1988; or

8.2.7 the passing of any resolution to wind up the Company.

8.3 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of 75% of the issued shares of that class or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class.

8.4 Except as otherwise provided by these Articles, the provisions of these Articles relating to general meetings shall apply to any meeting of the holders of shares of a class held, except that the necessary quorum shall be one person present or by proxy or, in the case of a corporate member, by a duly authorised representative (whenever there is only one holder of shares of that class) but where there are two or more holders of shares of that class the quorum shall be two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation (subject to section 318(2) of the Act), together at least holding three quarters of the issued shares of the class (but so that, if at any adjourned meeting of such holders a quorum as above defined is not present, the member who is present shall comprise a quorum) and that any holder of shares of the class present in person or by proxy or, in the case of a corporate member, by a duly authorised representative, may demand a poll.

9 Further Issues of Shares: pre-emption

9.1 Subject to the remaining provisions of this Article 9, the Directors are generally and unconditionally authorised, for the purpose of section 551 of the Act, to exercise any power of the Company to:

9.1.1 allot, or

9.1.2 grant rights to subscribe for or convert any securities into,

Shares, to any person, at any time and subject to any terms and conditions as the Directors think proper.

9.2 The authority referred to in Article 9.1:

9.2.1 shall be limited to a maximum nominal amount of shares in issue of £2,052,185 comprising 480,200 Ordinary Shares and 1,499,985 A Ordinary Shares and 72,000 B Ordinary Shares;

9.2.2 shall only apply insofar as the Company has not renewed, varied or revoked it by ordinary resolution; and

9.2.3 may only be exercised for a period of five years commencing on the date on which these Articles are adopted, save that the directors may make an offer or agreement which would or might require Shares to be allotted after the expiry of such authority and the directors may allot Shares in pursuance of such offer or agreement as if such authority had not expired.

9.3 In accordance with section 568 of the Act, sections 561 and 562 (inclusive) of the Act shall not apply to an allotment of Ordinary Shares made by the Company.

9.4 Unless otherwise agreed by special resolution, or in the case of a Permitted Share Issue, if the Company proposes to allot any Relevant Securities, those Relevant Securities shall not be allotted to any person unless the Company has first offered them to all holders of Ordinary Shares and (subject to the B Ordinary Shares being fully paid up (including in respect of any premium due on them)) the B Ordinary Shares on the same terms, and at the same price, as those Relevant Securities are being offered to other persons on a *pari passu* and *pro rata* basis to the number of Shares held by those holders (as nearly as possible without involving fractions). The offer:

9.4.1 shall be in writing, and give details of the number and subscription price of the Relevant Securities; and

9.4.2 may stipulate that any holder of Ordinary Shares and (subject to the B Ordinary Shares being fully paid up (including in respect of any premium due on them)) the B Ordinary Shares who wishes to subscribe for a number of Relevant Securities in excess of the proportion to which each is entitled shall, in its acceptance, state the number of excess Relevant Securities ("**Excess Securities**") for which they wish to subscribe.

9.5 Any Relevant Securities not accepted by holders of Ordinary Shares and B Ordinary Shares (as the case may be) pursuant to the offer made to them in accordance with Article 9.4 shall be used for satisfying any requests for Excess Securities made pursuant to Article 9.4. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants *pro rata* to the number of Shares held by the applicants immediately before the offer was made to the holders of Ordinary Shares and (if relevant) B Ordinary Shares in accordance with Article 9.4 (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any such Shareholder beyond that applied for by him).

9.6 The restrictions imposed by this Article 9 may be waived in relation to any proposed allotment of Relevant Securities with the consent of Shareholders who,

but for the waiver, would or might have been entitled to have such Relevant Securities offered to them in accordance with this Article.

10 Company's Lien

10.1 The Company has a lien ('**Company's Lien**') over every Share which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the Share or one of several joint holders, for all monies (including, without limitation, any share subscription monies) payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future.

10.2 The Company's Lien over a Share:

10.2.1 takes priority over any third party's interest in that Share; and

10.2.2 extends to any dividend or other money payable by the Company in respect of that Share and (if the lien is enforced and the Share is sold by the Company) the proceeds of sale of that Share.

10.3 The Directors may at any time decide that a Share which is or would otherwise be subject to the Company's Lien shall not be subject to it, either wholly or in part.

11 Call Notices

11.1 Subject to these Articles and the terms on which Shares are allotted, the Directors may, whether to enforce the Company's Lien or otherwise, send a notice (a "**Call Notice**") to a Shareholder requiring that Shareholder to pay the Company a specified sum of money (a "**Call**") which is payable in respect of Shares which that Shareholder holds at the date when the Directors decide to send the Call Notice.

11.2 A Call Notice:

(a) may not require a Shareholder to pay a Call which exceeds the total sum unpaid on that Shareholder's Shares (whether as to the Share's nominal value or any amount payable to the Company by way of premium);

(b) must state when and how any Call to which it relates it is to be paid; and

(c) may permit or require the Call to be paid by instalments;

(d) shall be deemed to be issued if a Shareholder attempts to transfer a Share that is not fully paid pursuant to the terms of these Articles.

11.3 A Shareholder must comply with the requirements of a Call Notice, but no Shareholder is obliged to pay any Call before 14 days have passed since the notice was sent unless the Call Notice is deemed to be issued pursuant to Article 11.2 (d) in which case the Shareholder shall be bound to pay the Call on the earlier of (i) the date immediately before the proposed date of transfer and (ii) the date 14 days after the deemed date of the Call Notice.

11.4 Before the Company has received any Call due under a Call Notice the Directors may:

(a) revoke it wholly or in part, or

(b) specify a later time for payment than is specified in the notice,

by a further notice in writing to the Shareholder in respect of whose Shares the Call is made

12 Liability To Pay Calls

12.1 Liability to pay a Call is not extinguished or transferred by transferring the Shares in respect of which it is required to be paid.

12.2 Joint holders of a Share are jointly and severally liable to pay all Calls in respect of that Share.

12.3 Subject to the terms on which Shares are allotted, the Directors may, when issuing Shares, provide that Call Notices sent to the holders of those Shares may require them:

(a) to pay Calls which are not the same, or

(b) to pay Calls at different times.

12.4 If the B Ordinary Shares are nil or partly paid and a Call arises from circumstances which would thereafter give rise to a Compulsory Employee Transfer as set out in Article 23:-

(a) if such Call is as a result of:-

(i) a Qualifying Reason as specified in sub-paragraphs (i), (ii), (iii) or (v) of Article 22.5, then the Employee Member shall be entitled to forfeit and surrender the Shares the subject of the Call without penalty or liability, subject to giving notice to this effect to the Company within 14 days of receiving the Call Notice;

(ii) a Qualifying Reason specified in sub-paragraph (iv) of Article 22.5, then the executors or personal representatives of the Employee Member shall be entitled to either (a) comply with the terms of the Call in full or (b) forfeit and surrender the

Shares the subject of the Call without penalty or liability, subject to giving notice in relevant terms to the Company within 14 days of receiving the Call Notice; and

(b) if such Call is as a result of circumstances which do not amount to a Qualifying Reason, then the Employee Member shall require and be bound to timeously comply with the Call Notice in full.

13 When A Call Notice Need Not Be Issued

13.1 A Call Notice need not be issued in respect of sums which are specified, in the terms on which a Share is issued, as being payable to the Company in respect of that Share (whether in respect of nominal value or premium):

(a) on allotment;

(b) on the occurrence of a particular event; or

(c) on a date fixed by or in accordance with the terms of issue.

13.2 If the due date for payment of such a sum has passed and it has not been paid, the Holder of the Share concerned is treated in all respects as having failed to comply with a Call Notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

14 Failure To Comply With Call Notice: Automatic Consequences

14.1 In this article:

(a) the "**Call Payment Date**" is the time when the call notice states that a Call is payable, unless the Directors give a notice specifying a later date, in which case the "Call Payment Date" is that later date;

(b) the "**Relevant Rate**" is:

(i) the rate fixed by the terms on which the share in respect of which the Call is due was allotted;

(ii) such other rate as was fixed in the call notice which required payment of the Call, or has otherwise been determined by the Directors; or

(iii) if no rate is fixed in either of these ways, 5 per cent per annum.

14.2 If a person is liable to pay a Call and fails to do so by the Call Payment Date:

(a) the Directors may issue a notice of intended forfeiture to that person, and

(b) until the Call is paid, that person must pay the Company interest on the Call from the Call Payment Date at the Relevant Rate.

14.3 The Relevant Rate must not exceed by more than 5 percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

14.4 The Directors may waive any obligation to pay interest on a Call wholly or in part.

15 Notice Of Intended Forfeiture

A notice of intended forfeiture:

(a) may be sent in respect of any Share in respect of which a Call has not been paid as required by a Call Notice;

(b) must be sent to the holder of that Share or to a person entitled to it by reason of the holder's death, Bankruptcy or otherwise;

(c) must require payment of the Call and any accrued interest by a date which is not less than 14 days after the date of the notice;

(d) must state how the payment is to be made; and

(e) must state that if the notice is not complied with, the Shares in respect of which the Call is payable will be liable to be forfeited.

16 Directors' Power To Forfeit Shares

If a notice of intended forfeiture is not complied with before the date by which payment of the Call is required in the notice of intended forfeiture, the Directors may decide that any Share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture.

17 Effect Of Forfeiture

17.1 Subject to these articles, the forfeiture of a Share extinguishes:

(a) all interests in that Share, and all claims and demands against the Company in respect of it, and

(b) all other rights and liabilities incidental to the Share as between the person whose Share it was prior to the forfeiture and the Company.

17.2 Any Share which is forfeited in accordance with these Articles:

(a) is deemed to have been forfeited when the Directors decide that it is forfeited;

(b) is deemed to be the property of the Company; and

(c) may be cancelled, sold, re-allotted or otherwise disposed of as the Directors think fit.

17.3 If a person's Shares have been forfeited:

(a) the Company must send that person notice that forfeiture has occurred and record it in the register of members;

(b) that person ceases to be a member in respect of those Shares;

(c) that person must surrender the certificate for the Shares forfeited to the Company for cancellation;

(d) that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those Shares, including any interest (whether accrued before or after the date of forfeiture); and

(e) the Directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.

17.4 At any time before the Company disposes of a forfeited Share, the Directors may decide to cancel the forfeiture on payment of all Calls and interest due in respect of it and on such other terms as they think fit.

18 Procedure Following Forfeiture

18.1 If a forfeited Share is to be disposed of by being transferred, the Company shall receive the consideration for the transfer as its own absolute property in settlement of *inter alia* sums due to the Company under the Company's Lien or otherwise, and the Directors may authorise any person to execute the instrument of transfer.

18.2 A statutory declaration by a Director or the Company that the declarant is a Director or the Company and that a Share has been forfeited on a specified date:

(a) is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share, and

(b) subject to compliance with any other formalities of transfer required by these Articles or by law, constitutes a good title to the Share.

18.3 A person to whom a forfeited Share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the Share

affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the Share.

18.4 If the Company sells a forfeited Share, the person who held it prior to its forfeiture is entitled to receive from the Company the proceeds of such sale, net of any commission, and excluding any amount which:

(a) was, or would have become, payable, and

(b) had not, when that Share was forfeited, been paid by that person in respect of that Share,

No interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.

19 Surrender Of Shares

19.1 A Shareholder may surrender any Share:

(a) in respect of which the Directors may issue a notice of intended forfeiture;

(b) which the Directors may forfeit; or

(c) which has been forfeited.

19.2 The Directors may accept the surrender of any such Share, but a Shareholder may not surrender, and the Directors shall not accept surrender of a Share, to which the terms of Article 12.4 (b) apply.

19.3 The effect of surrender on a Share is the same as the effect of forfeiture on that Share,

19.4 A Share which has been surrendered may be dealt with in the same way as a Share which has been forfeited.

20 Transfer of Shares

20.1 In Article 20, Article 21 and Article 23, reference to the transfer of a Share includes the transfer or assignment of a beneficial or other interest in that Share or the creation of a trust or Encumbrance over that Share, and reference to a Share includes a beneficial or other interest in a Share.

20.2 No Share may be transferred unless the transfer is made in accordance with these Articles, and Articles 26 to 29 of the Model Articles are subject to these Articles.

20.3 If a Shareholder transfers (or purports to transfer) a Share other than in accordance with these Articles, he shall be deemed to have served a Transfer Notice immediately in respect of all Shares held by him.

20.4 The Directors may, as a condition to the registration of any transfer of Shares in the Company, require the transferee to execute and deliver to the Company a deed agreeing to be bound by the terms of any shareholders' agreement (or similar document) in force between any of the Shareholders and the Company in such form as the Directors may reasonably require (but not so as to oblige the transferee to have any obligations or liabilities greater than those of the proposed transferor under any such agreement or other document). If any condition is imposed in accordance with this Article 20.4, the transfer may not be registered until that deed has been executed and delivered to the Company's registered office by the transferee.

20.5 To enable the Directors to determine whether or not there has been any disposal of Shares in the capital of the Company (or any interest in shares in the capital of the Company) in breach of these Articles, the Directors may require any Shareholder, or the legal personal representatives of any deceased Shareholder, or any person named as transferee in any transfer lodged for registration or any other person who the Directors may reasonably believe to have information relevant to that purpose, to provide the Company with any information and evidence that the Directors request regarding any matter which they deem relevant to that purpose. If the information or evidence is not provided to enable the Directors to determine to their reasonable satisfaction that no breach has occurred, or that as a result of the information and evidence the Directors are reasonably satisfied that a breach has occurred, the Directors shall immediately notify the holder of such Shares in writing of that fact and the following shall occur:

20.5.1 the relevant Shares shall cease to confer on the holder of them (or any proxy) any rights:

20.5.1.1 to vote, whether on a show of hands or on a poll, and whether exercisable at a general meeting of the Company or at any separate meeting of the class in question or by written resolution; or

20.5.1.2 to receive dividends or other distributions otherwise attaching to those Shares or to any further shares in the capital of the Company issued in respect of those Shares, or in pursuance of an offer made to the relevant holder; and

20.5.2 the Shareholder may be required, at any time following receipt of the notice, to transfer some or all of its Shares to any person(s) at the price that the Directors may require by notice in writing to that Shareholder.

The rights referred to in Article 20.5.1 may be reinstated by the Board or, if earlier, shall be reinstated on the completion of any transfer referred to in Article 20.5.2.

20.6 If, in accordance with Article 21 below, a Transfer Notice requires to be given in respect of any Shares and is not duly given within 14 Business Days of demand being made, a Transfer Notice shall be deemed to have been given at the end of that period ("**Deemed Transfer Notice**"). A Deemed Transfer Notice shall be treated as having specified that:-

20.6.1 the Transfer Price (as defined in Article 21) for the Sale Shares shall be as agreed between the Board and the Seller, or, failing agreement within 14 Business Days after the date on which the Board becomes aware that a Deemed Transfer Notice has been given, the Transfer Price shall be the fair value (as determined in accordance with Article 22) of the Sale Shares; and

20.6.2 the Seller wishes to transfer all of the Shares held by it.

21 Transfer of Shares subject to pre-emption rights

21.1 Except where the provisions of Article 23 apply, any transfer of Shares by a Shareholder shall be subject to the pre-emption rights in this Article 21.

21.2 A Seller shall, before transferring or agreeing to transfer any Shares, give a Transfer Notice to the Company specifying:

21.2.1 the number of Sale Shares;

21.2.2 if he wishes to sell the Sale Shares to a third party, the name of the proposed transferee;

21.2.3 the price (in cash) at which he wishes to transfer the Sale Shares (which, regardless of any provision to the contrary in the Transfer Notice, will be the fair value of the Sale Shares if such price is agreed between the Seller and the Board within 28 days of the Transfer Notice being given, failing which the fair value shall be determined in accordance with Article 22 below) ("**Transfer Price**"); and

21.2.4 whether the Transfer Notice is conditional on all, or a specific number of, the Sale Shares being sold to Shareholders ("**Minimum Transfer Condition**").

21.3 Once given (or deemed to have been given under) these Articles, a Transfer Notice may not be withdrawn.

21.4 A Transfer Notice appoints the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

21.5 As soon as practicable following the later of:

21.5.1 receipt of a Transfer Notice; or

21.5.2 where the Transfer Price has not been agreed, or a Deemed Transfer Notice has been served (subject to Article 20.6.1), the determination of the Transfer Price under Article 22,

the Board shall offer the Sale Shares for sale to the Shareholders in the manner set out in Article 21.6 to Article 21.11. Each offer shall be in writing and give details of the number and Transfer Price of the Sale Shares offered.

21.6.1 If the Sale Shares are A Ordinary Shares, the Company shall offer them in the following priority:

21.6.1.1 first, to the holders of A Ordinary Shares; and

21.6.1.2 second, to the holders of Ordinary Shares,

in each case on the basis as set out in Articles 21.8 to 21.11.

21.6.2 If the Sale Shares are B Ordinary Shares, and:

21.6.2.1 if the B Ordinary Shares are nil paid or partly paid, the Directors shall not register a transfer of such B Ordinary Shares; and

21.6.2.2 if the B Ordinary Shares are fully paid up (including in respect of any premium due on them), the Company shall (save where such Shares were subject to and became fully paid up as a result of a Call Notice under the terms of Article 12.4 (a) (ii), in which event they shall be transferred to the relevant executors or personal representatives of the Employee Member without requiring to be subject to pre-emption rights under this Article 21) offer them in the following priority:

21.6.2.2.1 first, to the holders of B Ordinary Shares;

21.6.2.2.2 second, to the holders of Ordinary Shares; and

21.6.2.2.3 third, to the Company,

on the basis as set out in Articles 21.8 to 21.11, and the Directors shall register such a transfer.

21.7 If the Sale Shares are Ordinary Shares, they shall be offered first, to the holders of Ordinary Shares on the basis as set out in Articles 21.8 to 21.11.

21.8 The Board shall offer the Sale Shares in the priority referred to in Article 21.6 and Article 21.7 (as appropriate), to all Shareholders specified in the offer other than the Seller ("**Continuing Shareholders**"), inviting them to apply in writing within the period from the date of the offer to the date 14 Business Days after the offer (inclusive) ('**First Offer Period**") for the maximum number of Sale Shares they wish to buy.

If the Sale Shares are subject to a Minimum Transfer Condition, any allocation made under Article 21.8 and Article 21.9 shall be conditional on the fulfillment of the Minimum Transfer Condition.

If, at the end of the First Offer Period, the number of Sale Shares applied for is equal to or exceeds the number of Sale Shares, the Board shall allocate the Sale Shares to each Continuing Shareholder in the proportion which his existing holding of Shares bears to the total number of Shares held by those Continuing Shareholders who have applied for Sale Shares. Fractional entitlements shall be rounded to the nearest whole number. No allocation shall be made to a Shareholder of more than the maximum number of Sale Shares which he has stated he is willing to buy.

If only some of the Sale Shares are allocated in accordance with Article 21.8, but there are applications for Sale Shares that have not been satisfied, those Sale Shares shall be allocated to the relevant applicant(s) in accordance with the procedure set out in this Article 21.8.

If, at the end of the First Offer Period, the total number of Sale Shares applied for is less than the number of Sale Shares, the Board shall allocate the Sale Shares to the Continuing Shareholders in accordance with their applications. The balance ("**Initial Surplus Shares**") shall be dealt with in accordance with Article 21.9.

21.9 At the end of the First Offer Period, the Board shall offer the Initial Surplus Shares to all the Continuing Shareholders, inviting them to apply in writing within the period from the date of the offer to the date 14 Business Days after the date of the offer (inclusive) ('**Second Offer Period**") for the maximum number of Initial Surplus Shares they wish to buy.

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for exceeds the number of Initial Surplus Shares, the Board shall allocate the remaining Initial Surplus Shares to each Continuing Shareholder in the proportion that his existing holding of Shares (including Sale Shares) bears to the total number of Shares (including Sale Shares) held by those Continuing Shareholders who have applied for Initial Surplus Shares during the Second Offer Period. Fractional entitlements shall be rounded to the nearest whole number. No

allocation shall be made to a Shareholder of more than the maximum number of Initial Surplus Shares which he has stated he is willing to buy.

If, at the end of the Second Offer Period, the number of Initial Surplus Shares applied for is less than the number of Initial Surplus Shares, the Board shall allocate the Initial Surplus Shares to the Continuing Shareholders in accordance with their applications. The balance ("**Second Surplus Shares**") shall be capable of being transferred to any other person in accordance with Article 21.12.

21.10 If the Transfer Notice includes a Minimum Transfer Condition and the total number of Shares applied for is less than the number of Sale Shares specified in the Minimum Transfer Notice, the Board shall notify the Seller and all those to whom Sale Shares have been conditionally allocated under Article 21.8 and Article 21.9, stating that the condition has not been met and that the relevant Transfer Notice has lapsed with immediate effect.

If:

21.10.1 the Transfer Notice does not include a Minimum Transfer Condition; and

21.10.2 allocations have been made in respect of all the Sale Shares,

the Board shall, when no further offers are required to be made under Article 21.8 and Article 21.9, give written notice of allocation ("**Allocation Notice**") to the Seller and each Shareholder to whom Sale Shares have been allocated ("**Applicant**"). The Allocation Notice shall specify the number of Sale Shares allocated to each Applicant and the place and time for completion of the transfer of the Sale Shares (which shall be at least 14 Business Days but not more than 28 Business Days after the date of the Allocation Notice).

21.11 On the service of an Allocation Notice, the Seller shall, against payment of the Transfer Price, transfer the Sale Shares in accordance with the requirements specified in it.

If the Seller fails to comply with this Article 21.11:

21.11.1 the Chairman of the Company (or, failing him, one of the Directors, or some other person nominated by a resolution of the Board) may, on behalf of the Seller:

21.11.1.1 complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant Sale Shares to the Applicants;

21.11.1.2 receive the Transfer Price and give a good discharge for it; and

21.11.1.3 (subject to the transfer being duly stamped) enter the Applicants in the register of Shareholders as the holders of the Shares purchased by them; and

21.11.2 the Company shall pay the Transfer Price into a separate bank account in the Company's name on trust (but without interest) for the Seller until he has delivered his certificate for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate, together with such other evidence (if any) as the Board may reasonably require to prove good title to those Shares) to the Company.

21.12 If an Allocation Notice does not relate to all the Sale Shares, then, subject to Article 21.13 and within 4 weeks following service of the Allocation Notice, the Seller may transfer the Second Surplus Shares to any person at a price at least equal to the Transfer Price.

21.13 The Sellers right to transfer Shares under Article 20.12 does not apply if the Board reasonably considers that:

21.13.1 the sale of the Sale Shares is not *bona fide* or the price is subject to a deduction, rebate or allowance to the transferee; or

21.13.2 the Seller has failed or refused to promptly provide information available to it or him and reasonably requested by the Board to enable it to form the opinion mentioned above.

21.14 The restrictions imposed by this Article 21 may be waived in relation to any proposed transfer of Shares with the consent of Shareholders who, but for the waiver, would or might have been entitled to have such Shares offered to them in accordance with this Article.

22 Valuation

22.1 If no Transfer Price in respect of Ordinary Shares or B Ordinary Shares is specified in a Transfer Notice, or if a Deemed Transfer Notice is served (with no Transfer Price having been agreed between the Board and the Seller in accordance with Article 20.6.1), then, on service of the Transfer Notice or, in the case of a Deemed Transfer Notice, on the date falling 14 Business Days after the date on which the Board becomes aware that a Deemed Transfer Notice has been given, the Board shall appoint an Independent Expert to determine the fair value of the Sale Shares.

22.2 The Independent Expert shall be requested to determine the fair value within 14 Business Days of their appointment and notify the Board of their determination. In arriving at his opinion the Independent Expert will value the shares on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction.

22.3 Subject to any confidentiality provisions, the Independent Expert may have access to all accounting records or other relevant documents of the Company.

22.4 The Independent Expert's determination, including in regard to liability for his costs, shall be final and binding on the parties (in the absence of fraud or manifest error).

22.5 In the event that the Vendor is an Employee Member and the Sale Shares are subject to, or circumstances exist which could give rise to, a Compulsory Employee Transfer (in accordance with Article 23 below), the Transfer Price shall, without prejudice to Article 22.6 below, be:-

(i) where the cessation of employment or provision of services was not for a Qualifying Reason, the fair value thereof calculated in accordance with Article 22.2 discounted by 50%; and

(ii) where the cessation of employment or provision of services was for a Qualifying Reason, the fair value thereof calculated in accordance with Article 22.2.

For the purposes of this Article 22.5 a "Qualifying Reason" means circumstances which constitutes (whether, if required, by agreement or determination of a tribunal or court):-

(i) unfair or wrongful dismissal by the Company;

(ii) non-renewal of the relevant Employee Member's contract of employment or for the provision of services by the Company upon its expiry or termination of such contract by the Company by giving due notice thereunder;

(iii) redundancy by the Company;

(iv) death; or

(v) retirement through ill health.

22.6 In respect of a transfer of A Ordinary Shares, the Transfer Price shall, in all

circumstances, be their par value of £1.00 per share.

23 Compulsory transfers

23.1 If an Employee Member either:-

23.1.1 gives notice of resignation as, or ceases for whatever reason to be, an employee of or to provide services for the Company; or

23.1.2 commences or becomes interested (in any way) in a business in the same or a similar line of business as the Company or takes employment with a person or firm in the same or similar line of business as the Company or otherwise breaches his contract of employment or other contractual arrangement with the Company;

a Transfer Notice shall, unless the Board unanimously resolve to disapply the application of this sub-article, be deemed to have been served on the relevant Termination Date (in the case of Article 23.1.1) or the date the provisions of Article 23.1.2 became applicable (in the case of Article 23.1.2) in respect of:-

(i) all Shares then held by the Employee Member whether legally, nominally or beneficially; and

(ii) all Shares then held by any company in which the Employee Member holds any shares.

23.2 If any Employee Member is deemed to have served a Transfer Notice pursuant to Article 23.1 then a Transfer Notice shall, unless the Board unanimously resolve to disapply the application of this sub-Article, also be deemed to be served in respect of any Shares that may subsequently be allotted to such former Employee Member and any person or company referred to in Article 23.1.2(ii) immediately following their issue.

Any transfer of shares in terms of the foregoing provisions of Articles 23.1 and Article 23.2 is hereinafter defined as a "Compulsory Employee Transfer".

23.3 A person entitled to a Share in consequence of the Bankruptcy of a Shareholder shall be regarded as giving a Deemed Transfer Notice in relation to such Share at such time as the Directors determine.

23.4 If a company that is a holder of Shares resolves to appoint a liquidator, administrator or administrative receiver over it (or a material part of its business), that Shareholder shall be regarded as giving a Deemed Transfer Notice in respect of all Shares held by it at such time as the Directors determine.

24 Tag/Drag Along Rights

24.1 Tag Along

24.1.1 No person may transfer any Shares if that transfer would result in any person acquiring or increasing a Controlling Interest (the "**Proposed Transfer**") unless:

(a) the Proposed Transfer is made following the issue of a Drag Along Notice; or

(b) the Proposed Transfer is made pursuant to articles 21 to 23; or

(c) an offer (the "**Tag Along Offer**") has been made to all the other Holders of Shares to acquire all of their Shares on terms no less favourable than those applying to the Proposed Transfer. In deciding whether terms are as favourable, due regard must be given to the different rights attaching to the different classes of Shares in terms of these Articles and the impact on value of such differences.

24.1.2 The Tag Along Offer must:

(a) be in writing and expressed to be open for acceptance for at least 21 days; and

(b) contain an undertaking in favour of the offerees that neither the offeror or its connected persons nor any person Acting in Concert with them during the previous six months acquired or agreed to acquire Shares on more favourable terms.

24.1.3 The Proposed Transfer which requires the Tag Along Offer to be made must not be registered unless the Tag Along Offer has been made and all the Shareholders who submitted acceptances within the 21 day time period have received the consideration payable under such offer in respect of their Shares. The Tag Along Offer will be deemed to be rejected by any Shareholder who has not accepted it within the 21 day period.

24.1.4 The consideration payable on acceptance of the Tag Along Offer must be settled in full on completion of the Proposed Transfer which must take place no later than 30 days after the date of the Tag Along Offer or on the date (if any) specified in the Tag Along Offer.

24.2 Drag Along

24.2.1 If the Holders of more than 50 per cent of the Shares (the "**Drag Along Sellers**") propose to transfer all of their Shares to any person who is a bona fide third party purchaser (the "**Third Party Transferee**"), the remaining Shareholders (the "**Dragged Sellers**") must, if required to do so by notice in writing by the Drag Along Sellers (the "**Drag Along Notice**") given at any time (but not later than 10 working days before the proposed transfer), transfer all their

Shares to the Third Party Transferee on terms no less favourable than those applying to the transfer by any of the Drag Along Sellers. If terms applying to the transfer by the Drag Along Sellers provide for the payment or reimbursement by the Third Party Transferee or some other person of the out of pocket costs and expenses of the Drag Along Sellers incurred in connection with the transfer, that term must be disregarded in establishing whether the terms applying to the transfer by the Dragged Sellers are less favourable than those applying to the transfer by the Drag Along Sellers. In deciding whether terms are as favourable, due regard must be given to the different rights attaching to the different classes of Shares in terms of these Articles and the impact on value of such differences.

24.2.2 A Dragged Seller is not required to transfer his Shares (the "**Drag Along Shares**") to the Third Party Transferee pursuant to a Drag Along Notice if:

(a) the total value of the consideration offered by the Third Party Transferee for the Shares held by the Dragged Seller is less than the total Subscription Price for those Shares, if at that time remaining unsettled; or

(b) the form of consideration offered by the Transferee for the Shares held by the Dragged Seller is not cash or securities listed on any Recognised Investment Exchange.

24.2.3 Completion of the sale of the Drag Along Shares must take place on the same date as the date proposed for completion of the sale of the Shares of the Drag Along Sellers unless all of the Drag Along Sellers and the Dragged Sellers agree otherwise or that date is less than seven days after the date of the Drag Along Notice when it shall be deferred until the seventh day after the date of the Drag Along Notice.

24.2.4 On service of the Drag Along Notice, each of the Dragged Sellers will be deemed to have irrevocably appointed each of the Drag Along Sellers severally to be his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Drag Along Shares pursuant to this Article.

24.2.5 The proceeds of sale of the Shares both by the Drag Along Sellers and the Dragged Sellers shall be allocated among the holders of the Shares on a pro rata basis and in accordance with these Articles.

25 Number of Directors

Unless and until the Company determines otherwise, the number of Directors shall not be less than two.

26 Proceedings at meetings of Directors

26.1 For the purposes of these Articles, references to proposed decisions and decision-making processes of Directors include any Directors' meeting or part of a Directors' meeting.

26.2 Any Director ("**Appointor**") may appoint any person he thinks fit to be his, her or its alternate Director ("**Alternate**"). The appointment of an Alternate shall not require approval by a resolution of the Directors.

26.3 The Director may appoint the Alternate to:

26.3.1 exercise that Director's powers; and

26.3.2 carry out that Director's responsibilities

in relation to the taking of decisions by the Directors in the absence of the Alternate's Appointor.

26.4 Any appointment or removal of an Alternate must be effected by notice in writing to the Company signed by the Appointor, or in any other manner approved by the Directors.

26.5 The notice must:-

26.5.1 identify the proposed Alternate; and

26.5.2 in the case of a notice of appointment, contain a statement signed by the proposed Alternate that the proposed Alternate is willing to act as the alternate of the Director giving the notice.

26.6 An Alternate may act as alternate to more than one Director and has the same rights in relation to any decision of the Directors as the Alternate's Appointor, in particular, an Alternate has the same voting rights as his Appointor would have provided his Appointor is an eligible director in relation to that decision but does not participate.

26.7 Except as the Articles specify otherwise, Alternates:

26.7.1 are deemed for all purposes to be Directors;

26.7.2 are liable for their own acts and omissions;

26.7.3 are subject to the same restrictions as their Appointors; and

26.7.4 are not deemed to be agents of or for their Appointors

and in particular each Alternate shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his Appointor is a member.

26.8 An Alternate may be counted as participating in a Directors' meeting for the purposes of determining whether a quorum is present (but only if that person's Appointor is not participating).

26.9 If a meeting of the Directors is attended by a Director who is acting as Alternate for one or more other Directors, the Director or Directors for whom he is the Alternate shall be counted in the quorum despite their absence and if on that basis there is a quorum, the meeting may be held despite the fact that only one Director is physically present.

26.10 A Director who is also an Alternate is entitled, in the absence of his Appointor, to a separate vote on behalf of his Appointor in addition to his own vote on any decision of the Directors (provided that his Appointor is an eligible director in relation to that decision).

26.11 An Alternate is not entitled to receive any remuneration from the Company for serving as an Alternate except such part of the Alternate's Appointor's remuneration as the Appointor may direct by notice in writing to the Company.

26.12 In determining the minimum and (if any) the maximum number of Directors, no account shall be taken of any Alternates appointed from time to time.

26.13 An Alternate's appointment as an Alternate terminates:

26.13.1 when the Alternate's Appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

26.13.2 on the occurrence in relation to the Alternate of any event which, if it occurred in relation to the Alternate's Appointor, would result in the termination of the Appointor's appointment as a Director;

26.13.3 on the death of the Alternate's Appointor; or

26.13.4 when the Alternate's Appointor's appointment as a Director terminates, except that an Alternate's appointment as an alternate does not terminate when the Appointor vacates his office at a general meeting and is then re-appointed as a Director at the same general meeting.

26.14 Meetings of the Board shall take place at such frequency as the Directors may determine. The quorum for Directors' meetings is two. If the necessary quorum is not present within half an hour from the time appointed for the meeting, or if, during a meeting, such quorum ceases to be present, the meeting shall stand adjourned to such time and place as the Directors determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed, then the meeting shall proceed. For the purposes of any meeting (or part of a meeting) held to authorise a Director's conflict of interest situation pursuant to section 175(5) of the Act, if there is only one eligible director in office other than the conflicted Director(s), the quorum for such meeting (or part of a meeting) shall be one eligible director.

26.15 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature and extent of such duty or interest to the Directors in accordance with the Act.

26.16 Subject to sections 177(5) and 177(6) and sections 182(5) and 182(6) of the Act and provided he has declared the nature and extent of his interest in accordance with the requirements of the Act, a Director who is in any way, whether directly or indirectly, interested in an existing or proposed transaction or arrangement with the Company:

26.16.1 may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise (directly or indirectly) interested;

26.16.2 shall be an eligible director for the purposes of any proposed decision of the Directors (or committee of Directors) in respect of such contract or proposed contract in which he is interested;

26.16.3 shall be entitled to vote at a meeting of Directors (or of a committee of the Directors) or participate in any unanimous decision, in respect of such contract or proposed contract in which he is interested;

26.16.4 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a Director;

26.16.5 may be a director or other officer of, or employed by, or a party to a transaction or arrangement with, or otherwise interested in, any body corporate in which the Company is otherwise (directly or indirectly) interested; and

26.16.6 shall not, save as he may otherwise agree, be accountable to the Company for any benefit which he (or a person connected with him (as defined in section 252 of the Act)) derives from any such contract, transaction or arrangement or from any such office or employment or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of the Act.

26.17 Questions arising at any meeting of the Directors shall be decided by a majority of votes. If there is an equality of votes, the chairman shall have a second or casting vote.

27 Secretary

27.1 The Directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the Directors so decide, appoint a replacement, in each case by a decision of the Directors.

28 Trusts

The Company shall be entitled, but shall not be bound, to accept and, in case of acceptance, shall be entitled to record in such manner as it may think fit, notices of any trusts in respect of any of the Shares. Notwithstanding any such acceptance and/or the making of any such record, the Company shall not be bound to see to the execution, administration or observance of any trust whether expressed, implied or constructive in respect of any Shares, and shall be entitled to recognise and give effect to the acts and deeds of the holders of such Shares as if they were absolute owners thereof. For the purpose of this article, "trust" includes any right in respect of any Shares other than an absolute right thereto in the holder thereof for the time being or such other rights in case of transmission of Shares as are set out in the Articles.