

Company number: SC276252

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
**RESOLUTION**  
**of**  
**BARR + WRAY GROUP LIMITED (the "Company")**

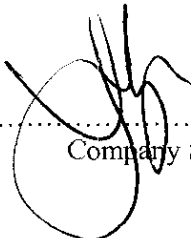
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**Passed 21 December 2004**

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By written resolution of all of the members of the Company dated the twenty first day of December 2004 the following resolution was duly passed as a Special Resolution:

“That the regulations contained in the form annexed hereto be adopted as Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.”

  
.....  
Company Secretary





**This document is of binding legal effect and prior to its signing individuals should seek independent legal advice as to whether this and related documents are suitable for them having regard to their own personal circumstances.**

**It has been prepared by Maclay Murray & Spens on the basis of instructions received from Barr + Wray Group Limited.**

**ARTICLES OF ASSOCIATION**

**of**

**BARR + WRAY GROUP LIMITED**

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**Adopted by special resolution on 21 December 2004**

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**THE COMPANIES ACT 1985**  
**PRIVATE COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**

**of**  
**BARR + WRAY GROUP LIMITED**

(Adopted by special resolution passed on 21 December 2004)

**1. PRELIMINARY**

**1.1 In these Articles:**

- 1.1.1 the regulations (the “**Regulations**”) contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985/1052) (“**Table A**”) shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company;
- 1.1.2 Regulations 2, 3, 17, 24, 39, 40, 41, 46, 50, 53, 58, 64, 73 to 75 (inclusive) 87, 89 and 94 and 96 (inclusive) of Table A and any other Regulations which are inconsistent with the additions and modifications contained herein shall not apply to the Company;
- 1.1.3 “**Accountants**” means such firm of accountants as may be the auditors of the Company from time to time;
- 1.1.4 “**Act**” means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;
- 1.1.5 “**Allocation Notice**” shall have the meaning given to it in Article 7.6;
- 1.1.6 “**Annual Accounts**” means the annual audited accounts of the Company prepared in respect of each Financial Year;
- 1.1.7 “**Board**” means the board of directors of the Company;
- 1.1.8 “**Business**” means such business as the members of the Company shall have agreed shall be the business to be carried on by the Company from time to time;
- 1.1.9 “**Calculation Date**” means the last day of the relevant Financial Year;
- 1.1.10 “**Current Price**” means the price per share at a Transfer Notice Date, being the most recent Current Value divided by the number of shares allotted and issued at the Transfer Notice Date and until the publication of Annual Accounts for the period ending 30 September 2005 shall be the par value of each share;
- 1.1.11 “**Current Value**” means the figure calculated by the Accountant (and set out in each Current Value Certificate) as being the lower of the product of:
  - (a)
    - (i) in respect of the Initial Financial Year:

$$\left(\frac{e}{d} \times 365\right) \times 5$$

and

(ii) in respect of each Financial Year other than the Initial Financial Year:

$$e \times 5$$

and

(b)  $a \times 2$

Where:

$e$  = the Company's earnings before interest and tax in the relevant Financial Year to the Calculation Date;

$d$  = the number of days comprised in the Initial Financial Period; and

$a$  = the Company's net assets on the Calculation Date;

1.1.12 "**Current Value Certificate**" means the certificate prepared by the Accountant setting out the Current Value for a Financial Year;

1.1.13 "**Directors**" means the directors of the Company from time to time;

1.1.14 "**Financial Year**" means the Initial Financial Year and thereafter each twelve month period commencing 1 October and ending 30 September;

1.1.15 "**Group**" means the Company, any wholly owned subsidiary of the Company, any holding company of which the Company is a wholly owned subsidiary and any other wholly owned subsidiary of such holding company;

1.1.16 "**Initial Financial Period**" means the period from the date of the adoption of these Articles by the Company to 30 September 2005;

1.1.17 "**Initial Financial Year**" means the period from the date of incorporation of the Company to 30 September 2005;

1.1.18 "**Leaver**" means any member of the Company who is obligated to transfer his shares pursuant to Article 9;

1.1.19 "**Permitted Transfer**" means a transfer of shares in accordance with Article 6 and/or Article 7 hereof;

1.1.20 "**Transfer Notice**" shall have the meaning given to it in Article 7.2;

1.1.21 "**Transfer Notice Date**" means the date on which a Transfer Notice is served or deemed to have been served.

1.2 For the purposes of these Articles, a person is "connected with" another person if they are connected with one another within the meaning of Section 839 of the Income and Corporation Taxes Act 1988.

- 1.3 References to persons shall include natural persons, bodies corporate, unincorporated associations, partnerships, joint ventures, trusts or other entities or organisations of any kind, including (without limitation) government entities (or political subdivisions or agencies or instrumentalities thereof).

## 2. **SHARE CAPITAL**

- 2.1 The authorised share capital of the Company as at the date of the adoption of these Articles is £500,000 divided into 500,000 ordinary shares of £1 each.
- 2.2 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

## 3. **ALLOTMENT OF SHARES**

- 3.1 Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to Article 3.3 below) allot, grant options over or otherwise dispose of the same, to such persons on such terms and in such manner as they think fit.
- 3.2 In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- 3.3 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by ordinary resolution of the Company in General Meeting.
- 3.4 All shares which are not comprised in the issued share capital with which the Company is incorporated and which the directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by special resolution otherwise direct (such offer being the “**Allotment Offer**”). The Allotment Offer shall be made by notice in writing specifying the number of shares offered, and setting a period (not being less than fourteen days) within which the Allotment Offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the members who have, within the said period, accepted all the shares offered to them (being the “**Further Allotment Offer**”). Such Further Allotment Offer shall be made in like terms in the same manner and limited by a like period as the Allotment Offer. Any shares not accepted pursuant to the Allotment Offer or the Further Allotment Offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this Articles 3.4 shall have effect subject to Section 80 of the Act.
- 3.5 The Directors may make calls upon the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) on such terms as they shall think fit and each number 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 time and place appointed by the directors. A

call may require to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or in part and payment of a call may be revoked in whole or in part. A person on whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.

- 3.6 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words “and all expenses that may have been incurred by the Company by reason of such non-payment”.

#### 4. **LIEN OVER SHARES**

The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

#### 5. **TRANSFER OF SHARES**

- 5.1 Save as otherwise provided in the Articles, no member may transfer any shares or any interest in shares without the prior written agreement of all of the other members.
- 5.2 The Directors shall register a new transfer of shares made in accordance with the provisions of Articles 5.1, 6, 7, 8, 9 or 10. Save as aforesaid the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of shares, whether or not such shares are fully paid.
- 5.3 Subject to such of the restrictions set out in these Articles as may be applicable, any member may transfer all or any of his shares by instrument of transfer in writing in the usual common form or any other form which the Directors may approve. The instrument of transfer shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee, the transferor shall remain the holder of the shares and as such member of the Company until the name of the transferee is registered in the Register of Members in respect thereof.

#### 6. **PERMITTED TRANSFERS**

- 6.1 The following transfer of shares may be made at any time freely and without restriction as to price or otherwise:
- 6.1.1 by any member being a company to any holding company of such company or any subsidiary of any such holding company;
  - 6.1.2 by any nominee or trustee to any other nominee or trustee of the same beneficiary;
  - 6.1.3 by a member or the legal personal representative of a member to the spouse or to any of the issue of that member (a “**Family Member**”) or to a trust under which there are no beneficiaries other than the member and/or such Family Members (a “**Family Trust**”) (and provided that such Family Member or Family Trust may transfer shares to each other but not otherwise);
  - 6.1.4 by the trustees of a Family Trust which is a member of the Company, in pursuance of the powers or the obligations of such trustees in terms of such Family Trust, to any person or persons who are beneficiaries under the terms of the Family Trust at the time

the trustees were registered in respect of such shares and at the date of such transfer or in order to give effect to any change of trustees under the Family Trust;

and the Directors shall be bound to register any such transfer on deposit at the registered office of the Company of a duly stamped (if applicable) and executed share transfer form together with the share certificate (or an indemnity in respect thereof in a form acceptable to the Company) representing any share or shares the subject of such a transfer.

- 6.2 If any person or entity to whom shares are transferred pursuant to paragraphs 6.1.1 to 6.1.4 above ceases to be within the required relationship as specified above with the original transferor of such shares, such shares shall be transferred back to the original transferor (or to any person falling within the required relationship with the original transferor) forthwith upon such relationship ceasing to meet the criteria which enabled such transfer to have been made pursuant to Article 6.1 above, and, if the holder of such shares fails to make such transfer, the holder shall be deemed to have served a Transfer Notice in respect of all of such shares then held by him and the provisions of Article 7 shall apply.
- 6.3 Where a member (the “**Relevant Member**”) is an employee and/or Director and/or consultant of the Company or any member of the Group at the time of transferring shares pursuant to this Article 6 (the “**Transferred Shares**”) and circumstances arise in which such member, if he still held the Transferred Shares, could be obliged to transfer such Transferred Shares pursuant to Article 7, Article 8 or Article 9, then Article 7, Article 8 or Article 9 (as appropriate) shall apply to the Transferred Shares as if the Transferred Shares were held by the Relevant Member.

## 7. **TRANSFER PROVISIONS**

- 7.1 References in the Articles to the transfer of any shares shall be construed as including reference to the sale or other parting with the beneficial ownership of such shares either by transfer, renunciation of a letter of allotment or otherwise, but not as including reference to the transfer of such share in security.
- 7.2 Save as otherwise provided in the Articles, every member of the Company, personal representative of a deceased member and person entitled to shares in the Company by transmission (whether upon death of a member or otherwise) who wishes at any time to transfer shares in the Company held by them or any interest therein (a “**Transferor**”) shall forthwith give to the Company notice in writing of such intention (a “**Transfer Notice**”).
- 7.3 Each Transfer Notice shall specify the number of shares offered (the “**Sale Shares**”) and the identity(ies) of the proposed transferee(s) (if any) and shall constitute the Company the agent of the Transferor for the sale of the Sale Shares at the Current Price. Once a Transfer Notice has been given or deemed to have been given it shall be irrevocable without the consent of the Directors.
- 7.4 If, at a Transfer Notice Date, the Directors are in discussions with any party which, in the reasonable opinion of the Directors, are likely to lead to such party acquiring the whole or any part of the issued shares of the Company, then such Transfer Notice shall be deemed to have been received by the Company however the Directors shall be under no obligation to follow the procedure set out in paragraphs 7.5 to 7.8 below (the “**Transfer Procedure**”) until such time as they reasonably consider such discussions to have terminated (whether by the conclusion of a contract for the sale of all or part of the issued shares of the Company) at which time they shall, unless the Sale Shares have been sold as a result of such discussions, be obliged to follow the Transfer Procedure, the Transfer Notice Date being deemed to be the date on which the Directors reasonably consider the discussions to have terminated.
- 7.5 Subject to Article 7.4 above, upon receipt or deemed receipt by the Company of a Transfer Notice the Directors shall forthwith give written notice of the Sale Shares to the other members



(other than the Transferor, any other Transferors and any Leaver) (the “**Other Members**”) giving details of the total number and the Current Price of such Sale Shares (the “**Sale Price**”) and offering the Sale Shares to the Other Members pro rata as nearly as may be in proportion to the existing number of shares held by such Other Members (the “**Initial Offer**”).

The Company shall invite each of the Other Members as aforesaid to state in writing within twenty one days from the date of the Initial Offer whether he is willing to purchase any of the Sale Shares so offered to him and if so, the maximum number thereof he is willing to purchase.

The Company shall, at the time of the Initial Offer, also inquire of each of the Other Members whether or not he is interested in acquiring Sale Shares in addition to those offered on a pro rata basis (“**Additional Transfer Shares**”) and, if so, the maximum number of Additional Transfer Shares which he is willing to purchase. If at the expiration of the twenty one day period following the Initial Offer there are any Sale Shares which have been offered to any of the Other Members as their pro rata share but in respect of which Other Members have not so stated their willingness to purchase, the Company shall offer such shares to such Other Members as have stated in writing their willingness to purchase Additional Transfer Shares. Such Additional Transfer Shares shall be offered, in the case of competition, pro rata as nearly as may be in proportion to the number of shares then held by such Other Members, which offer shall remain open for a further period of twenty one days.

7.6 If the Company shall, pursuant to the above provisions of this Article 7, find Other Members willing to purchase some or all of the Sale Shares, the Company shall allocate such Sale Shares to and amongst such Other Members in accordance with Article 7.5, provided that none of the Other Members shall be obliged to take more than the maximum number of shares as specified by him. The Company shall forthwith give notice of such allocations (an “**Allocation Notice**”) to the Transferor and to the Other Members to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (not being earlier than fourteen and not later than twenty eight days after the date of the Allocation Notice) at which the sale of the Sale Shares so allocated shall be completed. The Transferor shall be bound upon receipt of the Sale Price to forthwith transfer the Sale Shares comprised in that Allocation Notice to the purchasers named therein at the Sale Price at the time and place therein specified. If the Transferor shall fail to do so the Company shall, if so required by the person or persons willing to purchase such Sale Shares, receive and give a good discharge for the purchase money on behalf of the Transferor and shall authorise any Director to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as a holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

7.7 If the Directors shall not have found any of the Other Members willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article 7 the Directors shall notify the Transferor accordingly and the Directors shall be at liberty to offer the Sale Shares to any third parties (“**Third Parties**”) (including the Company) at the Sale Price. If the Company shall, pursuant to the terms of this Article 7.7, find one or more Third Parties willing to purchase some or all of the Sale Shares, then it shall forthwith give an Allocation Notice to the Transferor and to the persons to whom the Sale Shares are to be transferred, specifying in such Allocation Notice the price and time (not being earlier than fourteen and not later than twenty eight days after the date of the Allocation Notice) at which the sale of the Sale Shares to be so transferred shall be completed. The Transferor shall be bound upon receipt of the Sale Price to forthwith transfer the Sale Shares comprised in that Allocation Notice to the purchasers named therein at the Sale Price at the time and place therein specified. If the Transferor shall fail to do so the Company shall, if so required by the person or persons willing to purchase such Sale Shares, receive and give a good discharge for the purchase money on behalf of the Transferor and shall authorise any Director to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as a holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

- 7.8 If, at the expiry of the period of twelve months from the Transfer Notice Date, no purchaser has been found for some or all of the Sale Shares in respect of which the Transfer Notice has been served or deemed served, the Directors shall forthwith notify the Transferor accordingly and the Transferor shall thereafter be at liberty to sell, transfer or dispose of the Sale Shares, provided always that (1) the Transferor shall not be entitled to sell, transfer or dispose of the Sale Shares at a price less than the Sale Price and (2) the Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer made or proposed to be made by the Transferor following such twelve month period.

## 8. **COMPULSORY TRANSFERS**

Subject to the provisions of Article 9, if any member of the Company (being an individual) shall die, become bankrupt, apparently insolvent, absolutely insolvent, or execute a trust deed for the benefit of his creditors or enter into any composition or arrangement with his creditors or (being a company) shall have a receiver, administrator, administrative receiver or manager appointed over all or part of his or its property or undertaking or shall go into liquidation (whether compulsory or voluntary, other than a member's voluntary liquidation for the purpose of a reconstruction or amalgamation) that member of the Company (or his or its personal legal representatives) shall be deemed to have served a Transfer Notice in respect of all shares registered in his or its name and transferred by him or it pursuant to Article 6 and the Transfer Notice Date shall be the date on which such notice is deemed to be given or, if earlier, on the date on which the happening of such event becomes known to the Directors and the provisions of Article 7 shall apply.

## 9. **LEAVERS**

- 9.1 If any member of the Company ceases to be an employee and/or a Director and/or a consultant of the Company or any member of the Group by reason of:

- 9.1.1 his death;
- 9.1.2 serious ill-health or disablement certified by an independent doctor as preventing the employee and/or Director and/or consultant from continuing with his duties as an employee and/or a Director and/or consultant of the Company (as the case may be); or
- 9.1.3 his retirement at any time following his sixtieth birthday,

(in each case such member, or in the case of death, his personal legal representatives, being a "**Good Leaver**"), then such Good Leaver may serve a Transfer Notice at any time within the thirty day period following publication of each of the first two sets of Annual Accounts immediately following such cessation. If the Good Leaver has not served a Transfer Notice in respect of all of the shares held by him and transferred by him in accordance with Article 6 by the end of the thirty day period following the publication of the second set of Annual Accounts immediately following such cessation, then such Good Leaver will be deemed to have served a Transfer Notice in accordance with Article 7 in respect of all shares held by him or transferred by him in accordance with Article 6 upon the date of the publication of the third set of Annual Accounts following such cessation.

- 9.2 If any member of the Company ceases to be an employee and/or a Director and/or a consultant of the Company or any member of the Group in circumstances in which he is in breach of his contract of employment (whether as a result of gross misconduct or otherwise) (such member being a "**Bad Leaver**") then such Bad Leaver shall be deemed to have served a Transfer Notice in respect of all shares held by him and transferred by him in accordance with Article 6 and the provisions of Article 7 shall apply, save that the Sale Price shall be deemed to be the lower of the par value and the Current Price of the Sale Shares.

- 9.3 If any member of the Company ceases to be an employee and/or a Director and/or a consultant of the Company or any member of the Group in circumstances in which he is not a Good Leaver or a Bad Leaver, then such member shall be deemed to have served a Transfer Notice in respect of all shares held by him and transferred by him in accordance with Article 6 on the date of such cessation and the provisions of Article 7 shall apply.

## 10. DRAG ALONG AND TAG ALONG

- 10.1 Upon any contract being entered into by a member or members (the “**Selling Member**”) and a prospective purchaser and/or any nominee of such a prospective purchaser of that member’s shares (the “**Prospective Purchaser**”) for the purchase of 80% or more of the issued shares in the Company other than pursuant to a Permitted Transfer, then the Selling Member shall be entitled to require all members of the Company other than the Selling Member and the Prospective Purchaser (the “**Remaining Members**” and each a “**Remaining Member**”) to sell their shares to the Prospective Purchaser at the same price and on the same terms and conditions as those on which the Selling Member’s shares are to be sold to the Prospective Purchaser and that upon the Selling Member serving a notice (a “**Drag Notice**”) on the Company, the Prospective Purchaser and the Remaining Members. In the event that any of the Remaining Members do not execute a transfer of their shares to the Prospective Purchaser within fourteen days of the date of such Drag Notice, that Remaining Member shall be deemed to have irrevocably appointed any person nominated for that purpose by the Company to be his agent and attorney to:

10.1.1 execute all necessary transfers on his behalf; and

10.1.2 against receipt by the Company (on trust for such Remaining Member) of the purchase price or such other consideration as may be paid for such Remaining Member’s shares, deliver such transfers to the Prospective Purchaser (or to any nominee as directed by the Prospective Purchaser).

- 10.2 Upon any contract being entered into by a Selling Member with a Prospective Purchaser for the purchase of 50.1% or more of the shares held by such member or members other than pursuant to a Permitted Transfer, then the Remaining Members shall be entitled to require the Prospective Purchaser to acquire the shares of the Remaining Members at the same price and on the same terms and conditions as those on which the Selling Member’s shares are to be sold to the Prospective Purchaser and that upon the Remaining Members or any of them serving a notice (a “**Tag Notice**”) upon the Company, the Prospective Purchaser and the Selling Member. In the event that the Prospective Purchaser declines to purchase the shares of the Remaining Members within fourteen days of the date of such Tag Notice, the Company will not register any transfer of shares from the Selling Member to the Prospective Purchaser or any nominee of the Prospective Purchaser unless the shares of those Remaining Members who are about to serve notice in terms of this Article 10.2 are acquired at the same price and on the same terms and conditions as those offered to the Selling Member.

## 11. ANNUAL ACCOUNTS

- 11.1 The Company shall deliver to each shareholder the Annual Accounts for each Financial Year as soon as the same are available and, in any event, within [120 days] of the end of the relevant Financial Year.
- 11.2 At the same time as delivering the Annual Accounts to shareholders in accordance with Article 11.1, the Company shall deliver to each shareholder a copy of the Current Value Certificate. Save in the case of manifest error, the Current Value Certificate shall be final and binding.

## 12. GENERAL MEETINGS AND RESOLUTIONS

- 12.1 A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Regulation 38 in Table A shall be modified accordingly.

All business shall be deemed special that is transacted at an Extraordinary 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, and the appointment of, and the fixing of the remuneration of, the auditors.

- 12.2 Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.
- 12.3 If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting 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 General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
- 12.4 A resolution in writing and signed by or on behalf of the members who would have been entitled if it had been proposed at a General Meeting of the Company shall be as effective for all purposes as if the same had been duly passed at a General Meeting of the Company duly convened and held, and may consist of several documents in like form each signed by or on behalf of one or more members.

## 13. APPOINTMENT OF DIRECTORS

- 13.1 The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be three and Regulation 89 in Table A shall be modified accordingly.
- 13.2 No person shall be appointed a Director at any General Meeting unless either:
- 13.2.1 he is recommended by the directors; or
  - 13.2.2 *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.*
- 13.3 Subject to Article 13.2 above, 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.
- 13.4 The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 13.1 above as the maximum number of Directors for the time being in force.

#### 14. **BORROWING POWERS**

The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### 15. **ALTERNATE DIRECTORS**

15.1 An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct and the first sentence of Regulation 66 of Table A shall be modified accordingly.

15.2 A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

#### 16. **DISQUALIFICATION OF DIRECTORS**

The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Regulation 81 in Table A shall be modified accordingly.

#### 17. **GRATUITIES AND PENSIONS**

The Directors may exercise the powers of the Company conferred by Clause 3.26 of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

#### 18. **PROCEEDINGS OF DIRECTORS**

18.1 The quorum for the transaction of the business of the Directors shall be three Directors, of whom at least one shall be either the chairman or the managing director of the Company. A person holding office only as an alternate director shall, if his appointer is not present, be counted towards the quorum.

18.2 Each Director has one vote at a meeting of the Directors and the chairman of the meeting of the Directors does not have a casting vote.

18.3 A Director may vote, at any meeting of the directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, provided that he shall first have discussed the nature of his interest in the manner provided by section 317 of the Act and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. For the purpose of this paragraph, a general notice given to the Directors by a Director to the effect that he is a Director or member of a specified company or firm and is to be regarded as interested in any contracts made with that company or firm shall be deemed to be sufficient declaration of interest in relation to any contract so made.

- 18.4 Subject to the provisions of these Articles, a Director may participate in a meeting of the Board or of a committee of the Board by means of a conference telephone or similar communication equipment whereby all the Directors participating at the meeting can hear each other, and the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.
- 18.5 Notice of every meeting of the Directors shall be given to each director at each address supplied by him to the Company for that purpose, whether or not he be present in the United Kingdom. Any Director may waive notice of any meeting of the Directors, 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.
- 18.6 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:
- 18.6.1 may be party to or otherwise interested in any transaction arrangement with the Company or in which the Company is in any way interested;
  - 18.6.2 may be a director or other officer 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;
  - 18.6.3 may (or 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;
  - 18.6.4 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 for 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
  - 18.6.5 shall be entitled to vote and be counted within the quorum on any matter concerning the foregoing paragraphs of this Article 18.6.

For the purposes of this Article 18.6, 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 person 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; 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 an interest of a person who is for the purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with the Director, and in relation to an alternate director an interest of his appointer, shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

## 19. INDEMNITY

Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the

Company in the execution of the duties of his office or in relation thereto. But this Article 19 shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

20. **INSURANCE**

The Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of the Company or any other member of the Group. Without prejudice to the generality of Article 18.3, at a meeting of the Directors where such insurance is under consideration or discussion a Director may form part of the quorum and vote in respect thereof notwithstanding any interest he may have in such insurance.