

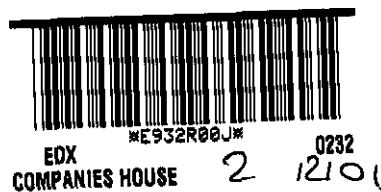
Company Number : 1743099

**BT CELLNET LIMITED\***

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION**

**Incorporated 28<sup>th</sup> day of July 1983**

**\* The name of the Company was changed from Telecom Securicor Cellular Radio Limited to BT Cellnet Limited by a Special Resolution dated 1 November 2000.**



**The Companies Acts 1948 to 1981  
Company Limited by Shares**

**MEMORANDUM OF ASSOCIATION**

**OF**

**BT CELLNET LIMITED**

1. The name of the Company is BT Cellnet Limited.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are :-
  - (A) To develop, operate, market, sell and otherwise provide or operate a radio, telephone, telegraphic telex and data communication and intercommunication service and radio system or systems to incorporate all or any of the foregoing and which may be terrestrial or otherwise;
  - (B) To manufacture, develop, build, construct, erect, distribute, sell, market and operate, install, maintain, service, repair or otherwise make use of or vend radio, telephone and/or telephone equipment, parts, products and all or any type of transmitting, receiving and relaying equipment and stations and aerials whether or not at transmitting, receiving or relaying stations and all or any equipment ancillary thereto and to negotiate and acquire the necessary Governmental licences for the use of the radio frequency spectrum appropriate to the foregoing activities;
  - (C) To carry on any other trade or business whatsoever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company;
  - (D) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof;
  - (E) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business and to contribute to or subsidise the erection, construction and maintenance of any of the above;

- (F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society;
- (G) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company and to issue at par or at a premium or discount and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit debentures or debenture stock either permanent or redeemable or repayable and collaterally or further to secure any securities of the Company by a trust deed or other assurance;
- (H) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company or in whose businesses or undertakings the Company is interested whether directly or indirectly;
- (I) To receive money on deposit or loan upon such terms as the Company may approve and to guarantee with or without security the obligations and contracts of customers and other persons or corporations having dealings with the Company or in whose business or undertakings the Company is concerned or interested whether directly or indirectly;
- (J) To make advances to customers and others with or without security and upon such terms as the Company may approve and generally to act as bankers for customers and others;
- (K) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or connections of such persons to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid their dependants or connections and to support or subscribe to any charitable funds or institutions the support of which may in the opinion of the Directors be calculated directly or indirectly to benefit the Company or its employees and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees;
- (L) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- (M) To invest and deal with the monies of the Company not immediately required for the purpose of its business in or upon such investments or securities and in such manner as may from time to time be determined;

- (N) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise or by any securities which the Company has power to issue or partly in one mode and partly in another and generally on such terms as the Company may determine;
- (O) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company either in cash, by instalments or otherwise or in fully or partly paid-up shares of any company or corporation with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise or in debentures or mortgage debentures or debenture stock mortgages or other securities of any company or corporation or partly in one mode and partly in another and generally on such terms as the Company may determine and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- (P) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company and to acquire and hold, sell deal with or dispose of shares, stock or securities of any such company and to guarantee the contracts or liabilities of or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company;
- (Q) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interest of this Company and to acquire and hold or dispose of shares stock or securities of and guarantee the payment of the dividends, interest or capital of any shares stock or securities issued by or any other obligations of any such company;
- (R) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on;
- (S) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits, or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit;
- (T) To amalgamate with any other company whose objects are to include objects similar to those of this Company whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in

the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner;

- (U) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
  - (V) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise;
  - (W) To do all such other things as are incidental or conducive to the above objects or any of them.
4. The liability of the members is limited.
5. The share capital of the Company is £10,000,000 divided into 10,000,000 shares of £1 each.\* The shares in original or any increased capital may be divided into several classes and there may be attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise.

\* By an Ordinary Resolution dated 26 January 1984 the share capital of the Company was increased from £100 to £10,000,000.

**Company Number : 1743099**

**NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS**

David George Chaffey  
79 Eccleston Square  
London SW1  
Solicitor

Andrew David Roy  
79 Eccleston Square  
London SW1  
Solicitor

Dated this 21<sup>st</sup> day of June 1983  
Witness to the above signatures:-

D G Handford  
79 Eccleston Square  
London SW1  
Secretary

**The Companies Act 1985**

**Company Limited by Shares**

**ARTICLES OF ASSOCIATION**

**OF**

**BT CELLNET LIMITED**

**(as adopted by Special Resolution of 30 April 1992)**

**PRELIMINARY**

1. Subject as hereinafter provided the regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) Amendment Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.
2. Regulations 3, 4, 24, 29, 30, 31, 56, 64, 65-69 (inclusive) 73-81 (inclusive) 84, 94-97 (inclusive) and 118 of Table A shall not apply to the Company but the Articles hereinafter contained and the remaining regulations of Table A subject to the modifications hereinafter expressed shall constitute the regulations of the Company.

**SHARES**

3. The Directors may allot new shares up to the maximum aggregate amount of the authorised share capital for the time being of the Company. The power given hereunder shall expire on the 29<sup>th</sup> day of April 1997 save that the power may be revoked or varied by the Members in general meeting.
4. Subject to the provisions of the Companies Act 1985 ("the Act") any shares may with the sanction of a Special Resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.
5. Any member of the Company may at any time sell or transfer its shares provided only that such sale or transfer is carried out as follows:-
  - 5.1 If any member of the Company (the "seller") proposes to sell or transfer all or any of the shares registered in their name or in the name of their nominees they shall serve the Company with a notice in writing ("the transfer notice") of the seller's desire so to do and shall at the same time deposit with the Company the share certificate(s) in respect of such shares. Such transfer notice shall be given either at least three months prior to the date on which the seller intends to sell or transfer such shares or at least six months if more than 40% of the total shares in the Company is being sold or transferred and such notice shall specify the price per share at which the seller proposes to sell or transfer the said shares and such transfer notice (save as provided in Article 5.3 below) shall not be revocable without the sanction of the Board of Directors and shall constitute the Company

its/their agent to sell such shares (or any part thereof) to any member or members at whichever shall be the lower of the price (if any) as specified by the seller ("the sale price") or the fair value per share to be determined by an independent firm of Chartered Accountants totally unconnected with any of the members of the Company to be agreed by such members or should they fail to agree as nominated by the President for the time being of the Institute of Chartered Accountants in England. Such firm shall act as an expert and not as an arbitrator in connection therewith and its fees shall be an expense of the Company.

- 5.2 The Company shall forthwith after the receipt of a transfer notice give notice in writing of the receipt of the transfer notice to all members (other than the seller) and shall invite applications from such members to purchase the shares (or any of them) comprised therein. Such notice shall stipulate that application may be made to purchase the said shares at the price determined in accordance with Article 5.1 above.
- 5.3 Within twenty-one days of service on a member of a notice in accordance with Article 5.2 such member shall by notice in writing to the Company have the right to require that the Chartered Accountants referred to in Article 5.1 above certify the value which in their opinion is the fair value per share of the shares comprised in the notice whereupon the Company shall forthwith instruct the said Chartered Accountants to prepare such certificate a copy of which shall upon receipt by the Company be despatched to the seller and member concerned. The seller may within a further period of twenty-one days after despatch of such certificate by notice in writing to the Company revoke the said transfer notice. After the expiration of such period of twenty-one days the transfer notice shall not be revocable without the sanction of the Board of Directors. If the member to whom the certificate is sent shall desire to purchase the shares comprised in the transfer notice at the price determined in accordance with Article 5.1 above he shall within twenty-one days after despatch of such certificate give notice in writing to the Company.
- 5.4 If more than one member shall apply to purchase the shares comprised in a transfer notice they shall be allocated by the directors to the applicants in proportion (as nearly as may be) to the number of shares (of whatever class) already held by each such applicant. Each member shall be deemed to have applied for the number of shares allocated to him but so that no member shall be bound to accept a greater number of shares than the number for which he shall have applied.
- 5.5 Depending upon the length of the transfer notice required under Article 5.1 above then if the Company shall within a period of three or six calendar months as appropriate after the serving of the transfer notice or one calendar month after the receipt of an Auditor's certificate in accordance with Article 5.3 (whichever shall last occur) find a member or members willing to purchase all or part of the shares comprised in the transfer notice in accordance with the procedure set out herein and shall give notice thereof to the seller he shall be bound upon payment of the appropriate sum determined in accordance with



Article 5.1 such sum to be payable within fourteen days of expiry of the notice to transfer such shares to such member or members.

- 5.6 If in any case the seller after having become bound as aforesaid makes default in transferring any of the said shares the Company may receive the purchase money and thereupon the Directors shall nominate some person to execute a transfer of the shares in the name and on behalf of the seller and shall cause the purchasing member's name to be entered in the Register as the holder of the shares and the Company shall hold the purchase money in trust for the seller. The receipt of the Company for the purchase money shall be good discharge to the purchasing member.
- 5.7 If the Company shall not within such period as mentioned in Article 5.5 find a member or members willing to purchase all of the said shares the seller may find any other person to purchase such shares. If within three months of the end of the period referred to in Article 5.5 above the seller finds a purchaser for such shares the seller shall serve the Company with a notice in writing ("sale notice") of its desire to sell such shares which shall specify the price per share at which the seller proposes to sell such shares to such person and shall constitute the Company its agent to sell such shares to any member at the price as specified by the seller in the sale notice. The Company shall forthwith after the receipt of the sale notice give notice in writing to all members (other than the seller) of the receipt of the sale notice and the price specified by the seller. Within seven days of service on a member of the notice by the Company such member shall by notice in writing to the Company have the right to purchase all of the shares at the price as specified by the seller in the sale notice. If more than one member shall apply to purchase such shares the first to give notice to the Company shall have the right to purchase the shares. The seller shall be bound upon payment of the price as specified by the seller in the sale notice within a further seven days to transfer the shares to such member or members. If the seller makes default in transferring any such shares comprised in the sale notice Article 5.6 shall apply accordingly. If no member exercises his right to purchase such shares within the period of seven days the seller may within three months from the giving of the sale notice sell such shares to any other persons at not less than the price as specified by the seller in the sale notice.

#### **DIRECTORS**

6. Unless and until otherwise determined by the Company in General meeting the number of Directors shall not be less than seven.
7. The words "filling vacancies or" shall be omitted from Regulation 90 of Table A.
8. The Company may by special resolution appoint a Managing Director who shall not be entitled to vote at board meetings.

### **BORROWING POWERS**

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

### **POWERS AND DUTIES OF DIRECTORS**

10. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in the quorum present at any meeting at which any such contract or arrangement is proposed or considered and if he shall so vote his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 97 inclusive of Table A which regulations shall not apply to the Company.

### **DISQUALIFICATION OF DIRECTORS**

11. The office of a Director shall be vacated:-
- (1) If by notice in writing to the Company he resigns the office of Director
  - (2) If he becomes bankrupt or enters into any arrangement with his creditors
  - (3) If he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director.
  - (4) If he becomes of unsound mind
  - (5) If he is removed from office by a resolution duly passed under Section 303 of the Act.
12. Any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

### **PROCEEDINGS OF DIRECTORS**

13. A Director may from time to time by notice in writing to the Company appoint any person to act as an alternate Director at any meeting of the Board from which he is himself absent and may in like manner remove any person so appointed from office. An alternate Director appointed under this Article shall not be required to hold any qualification or be entitled to any remuneration from the Company but he shall be entitled while holding office as such to receive notice of meetings of Directors and to attend and vote thereat in place of and in the absence of the Director appointing him. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

**WINDING UP**

14. In regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division".

**INDEMNITY**

15. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or he is acquitted or in connection with any application under Sections 144 and 145 of the Act or Section 727 of the Act or 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 shall only have effect in so far as its provisions are not avoided by Section 310 as amended of the Act.