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No. 2116731

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

REVISED

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

-of-

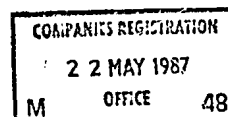
LAWACT NO. 74 LIMITED

INCORPORATED THE 30TH DAY OF MARCH 1987

(Reprinted on the 15th day of May 1987 pursuant  
to S.9 of the European Communities Act 1972)

EM Temple

Temple Wallis  
48-52 Bridlesmith Gate  
Nottingham  
NG1 2GP



The Companies Act 1985

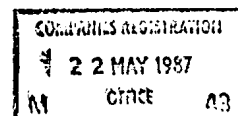
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

LAWACT NO. 74 LIMITED

1. The name of the Company is Lawact No. 74 Limited
2. The registered office of the Company will be situate in England
3. The objects for which the Company is established are:-
  - (1) (a) To carry on business as manufacturers, merchants, traders, dealers, importers and exporters of mining equipment and plant and materials, to service, repair and recondition mining equipment and plant (whether or not originally supplied by the Company) and to carry on business as Agents on behalf of other to obtain orders for the sale of mining equipment plant and materials, and to attend to the delivery of installation of such equipment, plant and materials pursuant to such contracts for sale as may be entered into by its principals
  - (b) To enter into research development and manufacture (whether on its own or jointly with others) of any mining equipment plant and/o materials with a view to enhancing the safe operation of any type of mining equipment plant and materials (whether or not originally supplied by the Company)
  - (c) To carry on the business of a holding and investment company in all its branches and for that purpose to acquire and hold by way of investment or otherwise any shares, stocks, debentures, debenture stock, bonds, obligations or securities of any company or corporation, wherever incorporated, and any estate or interest in the same, and to dispose of the same as and when deemed expedient, and to co-ordinate the policy and administration of any companies of which the Company is a member or which are in any manner controlled by or connected with the Company



- (2) 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.
- (3) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest of 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
- (4) 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.
- (5) To borrow or raise or secure the payment of money for the purpose of or in connection with the Company's business, and for the purpose of or in connection with the borrowing or raising of money by the Company to become a member of any building society;
- (6) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgage of or charges upon all or any part of the undertaking property and assets (present and future) and the uncalled capital 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 payable) or other obligations or securities of any description and collaterally or further to secure any securities of the Company by a trust or deed or other assurance and to guarantee support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) and uncalled capital of the Company or by trust deed or by other assurance or by any such methods and whether severally or jointly with another person firm or company the performance of the obligations of and the payment of the capital or principal of the dividends or interest and premiums on any securities undertaken or issued by any person firm or company including (but without prejudice to the generality of the foregoing) a company which is for the time being the Company's holding company (within the meaning of Section 736 of the Companies Act 1985) or another subsidiary (within the meaning of the said section) of the Company's holding company or otherwise associated with the Company in business or in whose businesses or undertakings the Company is interested whether directly or indirectly

- (7) 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 its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly
- (8) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others
- (9) 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

- (10) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities pensions allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of its predecessors in business or of any company which is a holding company or subsidiary company of the Company (within the meaning of S. 736 of the Companies Act 1985) or is allied to or associated with the Company or with any such subsidiary or holding company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid, and the wives widows, families and dependents of such persons, and to establish and subsidise or subscribe to any institutions, associations, societies, clubs funds or trusts which may be for the benefit of, or to advance the interests and well being of the Company as aforesaid or their respective employees or may be connected with any town or place where the Company or any such other Company as aforesaid carries on business, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for any charitable or benevolent objects or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members
- (11) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments
- (12) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be

determined

- (13) 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 special rights or restrictions in respect of dividend, repayment or capital, voting 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
- (14) 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 special rights or restrictions in respect of dividend, repayment of capital, voting 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
- (15) To enter unto 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 of 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
- (16) 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 the promotion of which shall be in any manner calculated to advance

directly or indirectly the objects or interests 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

- (17) 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
- (18) To sell, improve, manage, develop, turn to account, exchange, let or rent royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any 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
- (19) To amalgamate with any other company whose objects are or 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 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 aforesaid, or by partnership, or any arrangement of the nature of partnership or in any other manner
- (20) 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
- (21) To apply for, promote, and obtain any Act of Parliament, order, or

licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (22) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions
- (23) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (24) To remunerate any person, firm or company rendering services to the Company either by cash payments or by the allotment to him of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (25) 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, trustees, sub-contractors or otherwise
- (26) To carry on the business of a holding and investment company in all its branches and for that purpose to acquire and hold by way of investment or otherwise any shares, stocks, debentures, debenture stock, bonds, obligations or securities of any company or corporation, wherever incorporated, and any estate or interest in the same, and to dispose of the same as and when deemed expedient, and to co-ordinate



the policy and administration of any companies of which the Company is a member or which are in any manner controlled by or connected with the Company

(27) To do all such things as are incidental or conducive to the above objects or any of them

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other objects or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body or persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited

5. The share capital of the Company is £5,000,000 divided into 5,000,000 ordinary shares of £1 each. The shares in the 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.

Note

1. On 5 May 1987 the Company resolved by Special Resolution to change its name to Becorit (Holdings) Limited and to increase its authorised share capital from £100 to £5m by the creation of an additional 4,999,900 ordinary £1 shares ranking pari passu with the existing ordinary shares in the capital of the Company
2. Revised objects clauses were adopted by Special Resolution dated 15 May 1987

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite-our respective names.

Names, Addresses and Descriptions of  
Subscribers

Number of shares taken  
by each Subscriber

PAUL FREDERICK PAYNE  
112 City Road  
London EC1V 2NE

One

KEITH STEPHEN DUNGATE  
112 City Road  
London EC1V 2NE

One

DATED the 4th day of March 1987

Witness to the above Signatures.

BRIAN ROBERT GRIFFIN  
112 City Road  
London  
EC1V 2NE

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION

- of -

LAWACT NO. 74 LIMITED

(adopted by Special Resolution dated the 15 day of May 1987)

PRELIMINARY

1.(a) In these Articles the expression "Table A" shall mean Table A of The Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 1985, and such regulations (save as excluded or varied herein) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles "the Act" shall mean the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

(c) Regulations 3, 41, 81, 94 to 97 (inclusive) and 118 of Table A shall not apply to the Company.

2.(a) The Company is a private company and accordingly no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

(b) The Share capital of the Company at the date of adoption of these Articles is £5,000,000 divided into 5,000,000 ordinary shares of £1 each

ALLOTMENT OF SHARES

3.(a) The Directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 80(2) of the Act) of the Company to such persons and generally on such terms and in such manner as they think fit.

(b) The general authority conferred by paragraph (a) of this Article

shall extend to the amount of the authorised but unissued share capital of the Company at the date of the adoption of these Articles. The said authority will expire on that date which is the fifth anniversary of the date upon which the resolution adopting these Articles was passed unless renewed, varied or revoked by the Company in General Meeting in accordance with the Section 80 of the Act.

4.(a) The Directors shall be entitled under the general authority conferred by paragraph (a) of Article 3 to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

(b) By virtue of Section 91 of the Act, Sections 89(1) and 90(1) to 90(6) inclusive of the Act shall not apply to any allotment of shares in the Company. The Directors shall be entitled to make at any time before the expiry of the power conferred by this Article or by Article 3 any offer or agreement which would or might require shares to be allotted after the expiry of such power.

#### SHARE CAPITAL

5. The lien conferred by Regulation 8 of Table A shall attach also to fully paid-up shares and to all Shares 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.

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 of Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### TRANSFER OF SHARES

7. Save as otherwise provided in these Articles, the directors may, in their absolute discretion and without assigning any reason therefor, decline to register a transfer of any share, whether or not it is a fully paid share and Regulation 24 of Table A shall be read subject to this Article.

#### PRE-EMPTION CLAUSES

8.(1)(a) Save as otherwise provided in this Article, Article 7 shall not apply to

any transfer made in accordance with the provisions of this Article.

(b) Save with the unanimous consent of the Directors and as otherwise hereinafter provided no member (hereinafter called "the retiring member") shall be entitled to transfer any shares whether by way of sale or otherwise without first causing the same to be offered to the other members of the Company at the fair value in accordance with the provisions of this Article.

(c) In order to ascertain whether any other members of the Company are willing to purchase the shares at the fair value the retiring member shall give notice in writing (hereinafter referred to as a "sale notice") to the Company that he desires to sell the same. Every sale notice shall specify the denoting numbers (if any) of the shares which the retiring member desires to sell and shall constitute the Company the agent of the retiring member for the sale of such shares to the other members of the Company at the fair value. No sale notice shall be withdrawn except with the sanction of the Directors

(d) The Directors shall with a view to finding members willing to purchase the shares (hereinafter referred to as "purchasing members") offer the shares comprised in the sale notice to the persons then holding the remaining shares in the Company as nearly as may be in proportion to their holdings of shares in the Company and shall limit a time within which such offer (if not accepted) will be deemed to be declined and the Directors shall make such arrangements as they shall think fit just and reasonable as regards the finding of purchasing members for any shares not accepted by members to whom they shall in the first instance have been so offered as aforesaid

(e) If the Company shall within twenty-eight days after service of a sale notice or within fourteen days after the ascertainment of a fair value (whichever shall be the later) find purchasing members in respect of all or any of the shares comprised therein it shall give notice thereof to the retiring member and the retiring member shall be bound upon payment of the fair value to transfer the shares to such purchasing members who shall be bound to complete the purchase within seven days from the service of such last-mentioned notice.

(f) The fair value shall be such price as may be agreed between the Vendor and the Directors, or, (in default of agreement), as the Company's Auditor for the time being acting as an expert and not as an arbitrator shall certify to be in his opinion the fair value of the shares having regard to the fair value of the business of the Company as a going concern and on the basis of a sale of the whole of the net assets and the business of the Company as a going concern as between a willing Vendor and a willing Purchaser. Within twenty-one days after the receipt of a written request in that behalf by any member of the Company the Directors shall (in default of agreement with such member as to the fair value) at the expense of such member make application to the said Auditor for his certificate as to the fair value of the shares in the Company and upon the receipt of such certificate will forthwith communicate the contents thereof to such member who in such case shall indemnify the Company from and against all the expenses occasioned in the obtaining of such certificates of the said Auditor

(g) In the event of the retiring member falling to carry out the sale of any shares which he shall have become bound to transfer as aforesaid the Directors may authorise some person to execute a transfer of the shares to the purchasing members and may give a good receipt for the purchase price of such shares and may register the purchasing members as holders thereof and issue to them certificates for the same and thereupon the purchasing members shall become indefeasibly entitled thereto. The retiring member shall in such case be bound to deliver up his certificate for the said shares and on such delivery shall be entitled to receive the said purchase price without interest and if such certificates shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares

(h) If the Directors shall not within the period referred to in subparagraph (e) above find purchasing members for all of the shares comprised in a sale notice or if through no default of the retiring member the purchase of any

shared shall not be completed within twenty-one days after the service on the retiring members of the notice provided for by sub-paragraph (e) hereof the retiring member shall at any time within six months after the expiry of the said period or the service on him of the said notice as the case may be at liberty subject to the provisions of Article 7 to transfer to any person as he may wish but only by way of sale at a price which shall not be less than the fair value of the shares in respect of which no purchasing member was found or in respect of which the sale was not completed as aforesaid.

(1) The provisions of this Article shall apply mutatis mutandis to any person becoming entitled to a share in consequence of the death or bankruptcy of a member and who wishes to transfer such share or himself to be registered in respect thereof

(2) No share shall be issued or transferred to any infant, bankrupt or person of unsound mind

(3) Notwithstanding the foregoing provisions of this Article any body corporate being a member of the Company shall be entitled to transfer any share in the Company to any company which is for the time being directly or indirectly controlled by or which for the time being directly or indirectly controls such body corporate and for this purpose:-

- (i) A company is directly controlled by another company or companies holding shares carrying the majority of votes at a General Meeting and
- (ii) a particular company is indirectly controlled by a company or companies (hereinafter called the "parent company or companies") if a series of companies can be specified beginning with the parent company or companies and ending with the particular company so related that each company of the series except the parent company or companies is directly controlled by one or more of the companies earlier in the series

#### GENERAL MATTERS

9. The Chairman (if any) of the Board of Directors or in his absence the deputy-Chairman (if any) shall preside as Chairman at every General Meeting of



the Company or if there is no such Chairman or deputy-Chairman or if neither the Chairman nor the deputy-Chairman shall be present within fifteen minutes after the time appointed for the holding of the Meeting or if neither of them be willing to act as Chairman the Directors present shall elect one of their number to be Chairman of the Meeting

10. Regulation 53 of Table A shall be interpreted as if the words "a resolution in writing" means a resolution signed or approved by letter, telegram, cablegram, telecopier, telex, teletex, electronic mail or facsimile transmission.

11. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or any class of members of the Company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

12. In accordance with Section 372(3) of the Act in every notice calling a General Meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that a proxy need not be a member of the Company. Regulation 38 of Table A shall be modified accordingly and the second sentence of Regulation 59 of Table A shall not apply to the Company.

13. 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 of 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 sheet and the reports of the Directors and Auditors, and the appointment of the fixing of the remuneration of the Auditors.

14. (a) Regulation 40 of Table A shall be read and construed as if the words

"at the time when the meeting proceeds to business" were added at the end of the first sentence

(b) 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

#### ROTATION OF DIRECTORS

15. In addition and without prejudice to the provisions of section 303 of the Act, the Company may by Ordinary Resolution remove any Director before the expiration of his period of office, and may by Ordinary Resolution appoint another Director in his stead. A person appointed in place of a Director so removed shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

#### DIRECTORS

16. The Directors may elect a Chairman and deputy-Chairman of their Meetings and determine the period for which they are respectively to hold office; but if no such Chairman or deputy-Chairman be elected or if at any Meeting neither the Chairman nor the deputy-Chairman be present within five minutes after the time appointed for holding the same the Directors present may choose one of their number to be Chairman of the Meeting

17. A Director shall not be required to hold any share qualification but shall nevertheless be entitled to receive notice of and to attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.

18. Any Director who at the request of the Company performs special services or goes or resides abroad for any purposes of the Company shall (unless otherwise expressly resolved by the Company in General Meeting) receive such extra

remuneration by way of salary, percentage of profits or otherwise as the Board may from time to time determine and Regulations 82 and 83 of Table A shall be read subject to this Article.

19. Regulation 93 of Table A shall be interpreted as if the words "a resolution in writing" means a resolution signed or approved by letter, telegram, cablegram, telecopier, telex, teletex, electronic mail or facsimile transmission.

20. A Director who is in any way, whether directly or indirectly, interested in a contract or proposed contract or arrangement with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with the Section 317 of the Act. Subject to such disclosure a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested, whether directly or indirectly, or upon any matter arising therefrom, and if he does so his vote shall be counted and he will be taken into account in ascertaining whether a quorum is present at any meeting of Directors at which such contract or arrangement is considered.

#### TECHNICAL DIRECTOR

21. The Directors shall have power from time to time by resolution to appoint any one or more persons to the office of Technical Director of the Company and the following provisions with regard to any such appointment or appointments shall have effect:

- (i) The appointment, tenure of office, remuneration (if any) and scope of duties of a Technical Director shall be determined from time to time by the directors with full power to make such arrangements as they think fit; and the directors shall have the right to enter into any contracts on behalf of the company or transact any business of any description without the knowledge or approval of a Technical Director, except that no act shall be done that would impose any personal liability on any Technical Director except with his full knowledge and consent
- (ii) The directors may also from time to time remove any Technical Director

- from office and if they so decide appoint another in his place but any such removal shall take effect without prejudice to the right of either party under any agreement between the Technical Director and the company
- (iii) The appointment of a person to be a Technical Director may be in place of or in addition to his employment by the Company in any other capacity but unless otherwise expressly agreed between him and the company the appointment as Technical Director shall not affect the terms and conditions of his employment by the company in any other capacity whether as regards duties, remuneration, pension or otherwise
- (iv) A Technical Director shall not be or be deemed to be a director of the company within the meaning of that word as used in the Companies Act 1985 or these Articles and no Technical Director shall be entitled to attend or be present at any meetings of the Board or of any committee of directors unless the directors shall require him to be in attendance
- (v) No Technical Director shall be entitled to vote at any meeting of the directors which he attends although he may require his views to be recorded

#### MANAGING DIRECTORS

22. In Regulation 84 of Table A after the words "Managing Director" there shall be added "including but without limitation the office of Joint Managing Director or Chief Executive".

#### ALTERNATE DIRECTORS

23. The remuneration of an alternate Director shall be payable out of the remuneration payable to the Director appointing him and the proportion thereof shall be agreed between them. An alternate shall not be entitled to receive any remuneration from the Company, but the Company may repay him his expenses to the same extent as if he were a Director. Regulation 66 of Table A shall be read subject to this Article.

#### DISQUALIFICATION OF DIRECTORS

24. The office of a Director shall be vacated

- (1) If by notice in writing to the Company delivered to the company at its registered office or tendered at a meeting of directors he resigns the office of Director; or
- (2) If he becomes bankrupt or enters into any arrangement or composition with his creditors generally; or
- (3) If he is prohibited by law from being a director; or
- (4) If he is (or may be ) suffering from mental disorder and either he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (5) If he is removed from office by a resolution duly passed under section 303 of the Act; or
- (6) If he shall for more than six consecutive months have been absent without permission of the Directors from meetings of the Directors held during that period and the Directors resolve that his office be vacated.

#### BORROWING POWERS

25. 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 to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital or any part thereof, and, subject (in the case of any security convertible into shares) to Section 80 of the Act and Article 3 hereof, 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.

#### GRATUITIES and PENSIONS

26. The Directors may exercise the powers of the Company conferred by Clause 3(10) 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. Regulation 87 of Table A shall read subject to this Article.

#### WINDING UP

27. In Regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division" in the first sentence thereof.

#### INDEMNITY

28. 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 proceeding, whether civil or criminal or criminal in which judgement 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 shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

#### INTERPRETATION

29. In these Articles unless the Context otherwise requires the singular includes the plural and vice versa and the masculine gender includes the feminine gender and words importing persons shall include corporations.

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Names and addresses of Subscribers

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Dated 4th day of March 1987

Witness to the above signatures:-

BRIAN ROBERT GRIFFIN  
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