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# INTELLIGENT ENVIRONMENTS (UK) LIMITED

NOTICE is hereby given that an **EXTRAORDINARY GENERAL MEETING** of the above named Company will be held at the offices of Intelligent Environments (UK) Limited, Northumberland House, 15-19 Petersham Road, Richmond, Surrey TW10 6TP on 5th November 1991 at 9am for the purpose of transacting the following business

## SPECIAL RESOLUTION

That the regulations set forth in the printed document produced to this meeting, and for the purposes of identification signed by the Chairman hereof, be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, all the existing Articles thereof.

Dated : 7th October 1991

E J PANCZAK E J Panchak

COMPANY SECRETARY

Registered Office Northumberland House, 15-19 Petersham Road  
Richmond, Surrey TW10 6TP.

Note A member entitled to attend and vote at the above meeting may appoint a proxy to attend and vote in his stead. A proxy need not be a Member of the Company.

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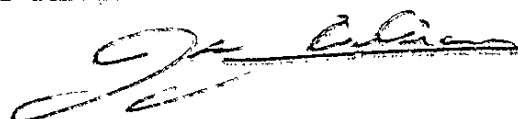
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(fronted letter)

THE COMPANIES ACT 1985

John Williams

COMPANY LIMITED BY SHARES



ARTICLES OF ASSOCIATION

of

INTELLIGENT ENVIRONMENTS UK LIMITED

(Adopted by Special Resolution passed . . . 1991)

# INTERPRETATION

1. In these Articles:-

- |                      |   |
|----------------------|---|
| "IE"                 | means Intelligent Environments Limited of which Intelligent Environments UK Limited is a wholly owned subsidiary; |
| "IE A Shareholders"  | means the holders of "A" Ordinary Shares in IE;   |
| "IE B Shareholders"  | means the holders of "B" Ordinary Shares in IE;   |
| "A" Ordinary Shares" | means the "A" Ordinary Shares of £1 each in IE;   |
| "B" Ordinary Shares" | means the "B" Ordinary Shares of £1 each in IE;   |

COMPANIES HOUSE  
20 NOV 1991

2. Reference in Table A and in these Articles to writing shall include typewriting, printing, lithography, photography, telex and fax messages and other means of representing or reproducing words in a legible and non-transitory form. Words and expressions which bear particular meanings in Table A shall bear the same respective meanings in these Articles.

#### TABLE A

3. In these Articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by any other subordinate legislation coming into operation prior to the date of adoption of these Articles, and "the Act" means the Companies Act 1985 and every statute from time to time in force concerning companies in so far as the same applies to the Company.

4. The regulations contained in Table A shall, except where they are excluded or modified by these Articles, apply to the company and, together with these Articles, shall constitute the Articles of the company.

5. No regulations scheduled to any statute concerning companies shall apply to the company.

6. Regulations 73 to 80 (inclusive) and 87 in Table A shall not apply to the Company.

## PRIVATE COMPANY

7. The Company is a private company, and accordingly:

(1) the Company shall not offer any shares in or debentures of the Company to the public (whether for cash or otherwise); and

(2) the Company shall not 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 such shares or debentures being offered to the public.

## SHARES

8. The share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each ranking pari passu in all respects.

## TRANSFERS

9. No member may transfer any share or the beneficial ownership of a share nor shall the Company purchase any of its own shares pursuant to Article 11 without the authority of a Special Resolution of the Shareholders of IE.

10. The Directors shall decline to register the transfer of any share other than in accordance with Article 9.

## PURCHASE OF OWN SHARES

11. Subject to the provisions of the Act, the Company may enter into any contract for the purchase of all or any of its shares of any class (including any redeemable shares) and any contract under which it may, subject to any conditions, become entitled or obliged to purchase all or any of such shares and may make payments in respect of the redemption or purchase of such shares otherwise than out of distributable profits or the proceeds of a fresh issue of shares. Every contract entered into pursuant to this article shall be authorised by such resolution of the Company as may for the time being be required by law but subject thereto the Directors shall have full power to determine or approve the terms of any such contract. Neither the company nor the Directors shall be required to select the shares in question rateably or in any other particular manner as between the holders of shares of the same class or as between them and the holders of shares of any other class or in accordance with the rights as to dividends or capital conferred by any class of shares. Subject to the provisions of the act, the Company may agree to the variation of any contract entered into pursuant to this article and to the release of any of its rights or obligations under any such contract. Notwithstanding anything to the contrary contained in the Articles, the rights attaching to any class of shares shall not be deemed to be varied by anything done by the Company pursuant to this Article . Regulation 35 of Table A shall not apply.

## GENERAL MEETING

12. No business shall be transacted at any General Meeting unless a quorum is present at the commencement of the meeting and when such business is voted on. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. In its application to the Company Regulation 40 in Table A shall be modified accordingly.

## DIRECTORS

13. Unless and until otherwise determined by the holders of the majority of the "A" Ordinary Shares and the majority of the "B" Ordinary Shares the number of Directors shall not exceed eight nor be less than two.

14. (A) The holders of a majority of the "A" Ordinary Shares shall be entitled to appoint two persons to be Directors of the company (any such Directors so appointed being called "A" Directors).

(B) Any holder or holders in aggregate of more than 25 per cent or more in nominal value of the issued "B" Ordinary Shares from time to time shall be entitled to appoint one person to be a Director of the Company, (any such Directors so appointed being called "B" Directors) provided that no holder of any "B" Ordinary Shares shall be entitled to participate in the appointment of more than one "B" Director holding office at any one time.

(C) Any "A" Director may at any time be removed from office by the holders of a majority of the "A" Ordinary Shares and any "B" Director may at any time be removed from office by the holders of the "B" Ordinary Shares by virtue of which his appointment was made pursuant to (B) above.

(D) By a memorandum in writing duly signed by or on behalf of the holders for the time being of a majority of the "A" Ordinary Shares and the "B" Ordinary Shares such members may at any time or from time to time appoint additional Directors of the Company or remove any such additional Director from office. All such additional Directors shall retire from office at each annual general meeting of the Company, unless a memorandum in writing signed as aforesaid for the re-appointment of such Director is presented to the meeting. Any such memorandum may consist of several documents in like form each signed by or on behalf of one or more of the relevant holders.

(E) No "A" Director or "B" Director or additional Director shall be appointed or removed otherwise than pursuant to this Article, save as provided by law.

15. The office of a Director shall be vacated not only upon the happening of any of the events mentioned in Regulation 81 of Table A but also if he is removed from office pursuant to these articles. Regulation 81 of Table A shall be modified accordingly.

16. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and 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 and Regulation 134 of Table A shall be modified accordingly.

17. If any Director shall be called upon to perform extra services or to make special exertions in going or residing abroad or otherwise for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

18. Subject to Article 27 the Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and subject to the Act to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

19. The Directors on behalf of the Company may pay a gratuity pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or



on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

20. The office of Director shall be vacated if the Director;

- (a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (b) becomes disqualified from being a Director by reason of any order made under the Act or under any statute relating to insolvency or bankruptcy or otherwise so prohibited or disqualified under any statutory provision for the time being in force; or
- (c) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director; or
- (d) subject as hereinafter provided resigns his office by notice in writing to the Company; or
- (e) in the case of a Director who is an employee or holds executive office under a contract of service or for his services, such employment or contract comes to an end for any reason.

#### PROCEEDINGS OF DIRECTORS

21. Subject as hereinafter provided the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. No business shall be transacted at any meeting of the Directors unless a quorum is

present at the commencement of the meeting and also when such business is voted on. Subject as hereinafter provided the quorum shall be one "A" Director and all the "B" Directors, provided that the quorum at the first duly convened meeting (of which all Directors have had notice) to occur immediately following:-

- (i) any complete period of 14 days during which there is no "A" Director holding office as such; or
- (ii) any complete period of 14 days during which there is no "B" Director holding office as such; or
- (iii) the conclusion of the second of two successive duly convened meetings during any complete period of 14 days and at which no "A" Director (or his alternate) is present or one or more of the "B" Directors (or his alternate) fails to be present, having in all cases received due notice of both such meetings

may be duly constituted by any two Directors in the absence of any Director (or Directors) who falls into any of the categories described in (i), (ii) or (iii) above and would otherwise be required to be present in order to constitute a quorum. Any "A" Director or "B" Director shall be at liberty by written notice to the directors to waive his or her rights under this Article and to agree that business may be transacted and voted on either generally or at any particular meeting of the board or any committee of the board notwithstanding his or her absence from the meeting or meetings.

22. A committee of the Directors must include at least one "A" Director and one "B" Director, and its quorum shall be the same as for a meeting of the Directors.

23. Questions arising at any meeting of the Directors or at any committee of the Directors shall be decided by a majority of votes. In the case of an equality of votes the chairman shall not have a second or casting vote. If at any time at or before any meeting of the Directors or of any committee of the Directors, any "A" Director or any "B" Director should request that such meeting should be adjourned or reconvened (whether to enable further consideration to be given to any matter or for other Directors to be present or any other reason, which he need not state) to another time or date not being later than twenty-one days from the date of the meeting at which such request is made) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted or proceeded with at that meeting after such request has been made. Any "A" Director or "B" Director who makes such a request shall not (either himself or by his alternate) be entitled to make or repeat such a request at the adjourned or reconvened meeting held in pursuance of such a request.

24. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the Act. Subject where applicable to such disclosure, a

Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted; and he shall be taken into account in ascertaining whether a quorum is present. Regulations 24 to 26 (inclusive) of Table A shall not apply.

25. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it has been passed at a meeting of the Directors duly convened and held, and may consist of several documents in a like form each signed by one or more of the Directors.

26. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Notice of a meeting of the Directors shall be sufficiently given to a Director who is absent for the time being from the United Kingdom if sent to or left at an address within the United Kingdom notified by him for the purpose to the secretary of the Company. It shall not be necessary to give notice of a meeting of the Directors to any Director who, being absent from the United Kingdom, has not notified such an address as aforesaid.

27. (A) As a matter overriding any other provisions of these Articles, the Company shall not do, or enter into any commitment or obligation to do, any of the matters or things referred to in paragraph (B) of this Article unless and until the holders of not

less than 75 per cent in nominal value of the issued "B" Ordinary Shares have consented thereto in writing and have approved the terms thereof.

(B) The matters referred to in paragraph (A) are:-

- (i) any alteration in the Memorandum and Articles of Association of the Company or of any subsidiary thereof or the rights or restrictions attaching to any Shares;
- (ii) any alteration of the authorised or issued share capital (including the making of any call for the amount unpaid or issued share capital) of the Company or of any subsidiary thereof;
- (iii) any material change in the nature of the business of the Company or of any subsidiary thereof or the manner in which the business and operations of the Company or of any subsidiary thereof are managed and carried on;
- (iv) any sale, lease, exchange, transfer, assignment, licence, parting with possession or other disposal of (a) any expertise, confidential information or know-how or (b) any of the other undertaking, property or assets of the Company or of any subsidiary thereof otherwise than in the normal and usual

course of business or in excess of any amount for the being specified in any direction or guideline given to the Company or any subsidiary thereof by all the "B" Directors;

(v) the voluntary liquidation (wholly or partly) of the Company or of any subsidiary thereof or the commencement of proceedings whereby it may be wound-up;

(vi) the entering into of any contract or transaction by the Company or any subsidiary thereof with any Member or "A" Director of the Company or any company, firm or entity in whom any Member or "A" Director of the Company is interested or any person or body corporate with which any Member or "A" Director is connected within the meaning of Section 839 Income and Corporation Taxes Act 1988 (not being a contract or transaction provided for in these Articles);)

(vii) the declaration of any dividend or the creation of any capital reserve out of the distributable profits of the Company; or

(viii) in respect of each accounting reference period of the Company, the approval in general meeting of the accounts of the Company for that period.

(C) As a matter overriding any other provision of these Articles, the Company shall not do, or enter into any commitment

or obligation to do, any of the matters or things referred to in paragraph (D) of this Article unless and until all the "B" Directors have consented thereto in writing and have approved the terms hereof.

(D) The matters referred to in paragraph (C) are:-

- (i) any purchase, lease, acquisition or taking of options by the Company or any subsidiary thereof over any property or assets otherwise than in the normal and usual course of business or valued in excess of any amount for the time being specified in any direction or guideline given to the Company or any subsidiary thereof by all "B" Directors;
- (ii) the creation of any mortgage, charge, pledge, or other encumbrance or security interest by the Company or any subsidiary thereof (other than any such security interest arising by operation of law) in or over the whole or any part of the undertaking, property or assets of the Company or any subsidiary thereof;
- (iii) the acquisition or disposal by the Company or any subsidiary thereof of any shareholding or other interest in any company, firm or entity or the entering into of any joint venture or partnership with any person, firm, corporation or other entity;
- (iv) the entering into or termination or variation of the terms of any contract of employment or equivalent

contract for services with any company,

firm, person or other entity whereby the salary or other remuneration payable under or the notice required to terminate such contract exceeds the limits agreed from time to time between the Company or any subsidiary thereof and all the "D" Directors or the establishment or variation by the Company or any subsidiary thereof of any pension scheme or bonus or commission scheme or arrangement.

(E) For the purposes of this Article 27 "subsidiary" shall have the meaning ascribed to it by Section 736 of the Companies Act 1985.

28. (A) Any Director may be writing under his hand appoint any other Director, or any other person who is willing to act to be his alternate; and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of Directors to attend and vote at Meetings of the Directors, and to exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may at any time revoke the appointment of an alternate appointed by him, and appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. A Director acting



as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present. For the purpose of these Articles an alternate of an "A" Director shall be regarded as an "A" Director and an alternate of a "B" Director shall be regarded as a "B" Director.

(B) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

29. No person shall be or become incapable of being appointed a Director by reason only of his having attained the age of seventy or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason only of the fact that he has attained the age of seventy or any other age.

## CHAIRMAN

30. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Chairman or Deputy chairman or Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide such appointment being (subject to the provisions of the Act) for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto immediately cease to hold such executive office.

## CAPITALISATION OF PROFITS

31. Without prejudice to Article 27 the Directors may with the authority of a Special Resolution of the Shareholders of IE:-

(a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company (whether or not the same are available for distribution and including profits standing to any reserve), or any sum standing to the credit of the Company's share premium account or capital redemption reserve fund;

(b) . appropriate the profits or sum resolved to be capitalised to the Members in proportion to the nominal amount of the ordinary share capital (whether or not fully paid) held by them respectively, and apply such profits or sum on their behalf, either in or towards paying up the amounts, if any, for the time being unpaid on any shares held by such Members respectively, or in paying up in full unissued shares or debentures of the Company of a nominal amount equal to such profits or sum, and allot and distribute such shares or debentures credited as fully paid up, to and amongst such Members, or as they may direct, in the proportion aforesaid, or partly in one way and partly in the other: provided that the share premium account and the capital redemption reserve fund and any such profits which are not available for distribution may, for the purposes of this Article, only be applied in the paying up of unissued shares to be issued to Members credited as fully paid;

(c) resolve that any shares allotted under this Article to any Member in respect of a holding by him of any partly paid shares shall, so long as such shares remain partly paid rank for dividends only to the extent that such partly paid Ordinary Shares rank for dividend;

(d) make such provisions by the issue of fractional certificates or by payment in cash or otherwise as the Directors think fit for the case of shares or debentures becoming distributable under this Article in fractions;

(e) 'authorise any person to enter on behalf of all the Members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any shares or debentures to which they may be entitled upon such capitalisation or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of the profits or sum so resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on shares held by them respectively any agreement made under such authority being thereupon effective and binding on all such Members; and

(f) generally do all acts and things required to give effect to such resolution as aforesaid.

#### DIVIDENDS

32. Subject to the provisions of these Articles and the Act, the Directors may pay such interim dividends as appear to them to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by them whenever the financial position of the Company, in their opinion, justifies its payment. Regulation 103 of Table A shall not apply.

## NOTICES

33. Except in cases where actual receipt is required by any provision of these Articles, any notice or other document may be served on or delivered to any Member by the Company either personally or by sending it by post in a prepaid envelope or wrapper addressed to the member at his registered address, or by leaving it at that address addressed to the Member, or by any other means authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.

34. Any notice or other document, if sent by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so left. Regulation 115 of Table A shall not apply.

35. Any notice or other document may be served on or delivered to any person or persons entitled to a share in consequence of the death or bankruptcy of a member by the Company in any manner

which would be permitted by the Articles if the person or persons concerned were a member or were members and either addressed to him or them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address (if any) within the United Kingdom supplied by him or them for that purpose. Until such address has been supplied, a notice or other document may be served on or delivered to the person or persons so entitled in any manner in which it might have been served or given if the death or bankruptcy had not occurred. Regulation 116 of Table A shall not apply.

#### PROVISION FOR EMPLOYEES

36. The Company shall exercise the power conferred upon it by Section 719 of the Act only with the prior sanction of a Special Resolution of IE. If at any time the capital of the Company is divided into different classes of shares, the exercise of such power as aforesaid shall be deemed to be a variation of the rights attached to each class of shares and shall accordingly require the prior consent in writing of the holders of three-fourths in nominal value of the issued shares of each class or the prior sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of each class convened and held in accordance with the provisions of Regulation 4 of Table A.

#### INDEMNITY

27. Subject to the provisions of the Act, but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability incurred by him as such Director or other officer or auditor 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 in which relief is granted to him by the Court from liability. Regulation 118 of Table A shall not apply.

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