

Company Number 02382352

SECTION 288 COMPANIES ACT 2006
INDUSTRIAL TEXTILES & PLASTICS LIMITED
 (the "Company")
WRITTEN RESOLUTION

Circulation Date: 9 March 2015

We, being all the members of the Company entitled to attend and vote at a general meeting of the Company, hereby pass the following special resolution of the Company pursuant to chapter 2 of part 13 of the Companies Act 2006 (as amended) (the **2006 Act**) and agree that the said resolution shall for all purposes be as valid and effective as if the same had been passed at a general meeting of the Company duly convened

SPECIAL RESOLUTION

THAT the draft regulations attached to this resolution and for the purposes of identification signed by the Chairman (**New Articles**) be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association

Please read the notes at the end of this document before signifying your agreement to the resolution

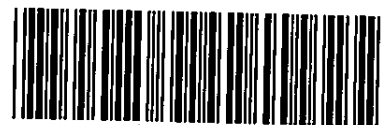

 A director on behalf of Sarir Holdings Limited

9 March 2015
 Date


 Marcus Johannes Martinus Van der Voort

9 March 2015
 Date

WEDNESDAY



A28 25/03/2015 #117
 COMPANIES HOUSE

NOTES

1 If you agree to the resolution, please indicate your agreement by signing and dating this document where indicated above and returning to the Company using one of the following methods

By Hand delivering the signed copy to the Company's registered office

Post returning the signed copy by post to the Company's registered office

2 If you do not agree to the resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

3 Once you have indicated your agreement to the resolution, you may not revoke your agreement

4 Unless sufficient agreement has been received within 28 days of the circulation date referred to above for the resolution to pass, it will lapse If you agree to the resolution, please ensure that your agreement reaches us before or during this date

5 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

6 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

Company Number: 2382352

INDUSTRIAL TEXTILES & PLASTICS LIMITED

Two handwritten signatures in black ink. The top signature is a stylized 'M' with a long diagonal stroke. The bottom signature is more complex, with a large loop and a long horizontal tail.

NEW ARTICLES OF ASSOCIATION

NEW ARTICLES OF ASSOCIATION

of

INDUSTRIAL TEXTILES & PLASTICS LIMITED

(Adopted by Written Resolution passed on 9 March 2015)

1. INTERPRETATION

1.1 Subject as provided in paragraph 1.2 below, the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) shall, together with the following regulations, constitute the articles of association of the Company.

1.2 Regulations numbered 73 to 80 (both inclusive) in Table A shall not apply to the Company

1.3 In these Articles

1.3.1 headings are used for convenience only and shall not affect the construction hereof,

1.3.2 words and expressions which are defined in Table A shall bear the same meaning where used herein and, unless the context otherwise requires or save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act,

1.3.3 if there is any conflict or inconsistency between any provision in Table A which is applicable to the Company and any provision set forth herein the latter shall prevail,

1.3.4 the following words and expressions shall have the following meanings

A Ordinary Shares A Ordinary Shares of £1 each in the capital of the Company having rights as set out in these Articles;

the **Act** the Companies Act 1985 and every statutory modification or re-enactment thereof and statutory instrument relevant thereto or derived therefrom for the time being in force,

Associate shall have the following meaning -

(a) the husband, wife, mother, father, grandmother, grandfather, brother, sister, child (including adopted child) or other lineal descendant of any relevant person,

(b) the trustees of any settlement set up by any relevant person provided that only the relevant person, or such persons who are in a relationship referred to in (i) above to the relevant person are or are capable of being a beneficiary or beneficiaries thereof;

(c) any nominee of a relevant person,

(d) any subsidiary or holding company of any company or corporation which is for the time being a Member and any other subsidiary of any such holding company;

(e) any person with which any relevant person is connected, the question of whether such person is so connected falling to be determined for this purpose in accordance with the provisions of section 839 Income and Corporation Taxes Act 1988; and

(f) any person with whom any relevant person is acting in concert (such expression to have the same definition and meaning as that ascribed thereto in the City Code on Takeovers and Mergers as for the time being current),

these Articles these articles of association as amended from time to time,

B Ordinary Shares B Ordinary Shares of £1 each in the capital of the Company having rights as set out in these Articles,

the **Directors** the directors for the time being of the Company as a body, or a quorum of the Directors present at a meeting of the Directors,

Equity Shares A Ordinary Shares and B Ordinary Shares and the expression "Equity Share Capital" shall be construed accordingly;

Group the Company and its subsidiary undertakings from time to time and the expression Group Company shall be construed accordingly,

Member any holder for the time being of shares in the capital of the Company of whatever class,

Prescribed Period the period during which an offer to sell the Sale Shares under Article 6 must be accepted;

Qualifying Offer shall mean an offer in writing by or on behalf of any person (Offeror) to the holders of the entire equity share capital in the Company to acquire all their Shares,

Shares (unless the context does not so admit) shares in the capital of the Company (of whatever class),

1 4 A Special or Extraordinary Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these Articles or the Act

2. SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £110,000 divided into 100,000 A Ordinary Shares and 10,000 B Ordinary Shares

3. SHARE RIGHTS

3 1 The rights attaching to the respective classes of Shares shall be as follows:

3 2 As regards income

In respect of any financial year of the Company the profits of the Company for the time being available for distribution shall be applied in paying a cash dividend of such amount as the Board shall determine to the holders of the A Ordinary Shares and the B Ordinary Shares respectively

3 3 As regards capital

On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities (including any accrued dividends) shall be applied

3 3 1 first, in paying to the holders of the Equity Shares *pari passu* an amount equal to the subscription price (inclusive of any premium) paid for such shares,

3.3.2 subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Equity Shares *pari passu* as if all such shares constituted one class of share

3.4 As regards voting:

The A Ordinary Shares and the B Ordinary Shares shall confer on the holders thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company and each such share shall carry one vote.

4. ALLOTMENT OF SHARES

In accordance with Section 91(1) of the Act, Section 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company

5. SHARE TRANSFERS

Registration of Transfers

5.1 The Directors may refuse to register the transfer of any Share to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or who does not have (or who the Directors reasonably believe does not have) the legal capacity freely to dispose of any Share without hindrance or court approval

5.2 The Directors shall refuse to register the transfer of any Share, not being such a transfer as is permitted under paragraph 5.4 below (a "Permitted Transfer") or purported to be made other than in accordance with or as permitted under Article 6

5.3 If, in relation to a transfer of a Share, the transferor thereof is a party to any agreement between the Company and some or all of its Members (being an agreement additional to these Articles) or any relevant deed or agreement of adherence thereto then the Directors shall

5.3.1 require the transferee of such Share to enter into a written undertaking to be bound by the provisions of such agreement, and

5.3.2 decline to register the transfer of such Share unless and until the transferee has entered into such written undertaking.

5.4 Subject to paragraphs 5.1 and 5.3 above and to Article 7, a Member may at any time transfer any A Ordinary Share (but not further or otherwise)

(i) to a person who is the beneficial owner of such A Ordinary Share or to a different or additional nominee or trustee on behalf of such beneficial owner provided that such person has not become the beneficial owner thereof in circumstances where a Transfer Notice (as hereinafter defined) should have been but was not given, or

(ii) to an Associate of such Member provided that the Shares shall be retransferred within seven days to the transferor if the transferee is not or shall cease to be an Associate of the Transferor failing which a Mandatory Transfer Notice shall be deemed to have been served by the holder in relation to all Shares transferred or purportedly transferred to such transferee on the date of notification to him of the breach of this paragraph.

6. PRE-EMPTION PROCEDURE

Transfer Notice

6 1 Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a Share or any interest in or arising from a Share (an option or other like right to acquire any Share (whether by subscription or otherwise) being deemed to be an interest in a Share for this purpose) shall be subject to the following restrictions and provisions, namely

6.1.1 before transferring or disposing of any Share or any interest in or arising from any Share or any rights attaching thereto, the person proposing to transfer or dispose of the same (a "Proposing Transferor") shall give a notice in writing (a "Transfer Notice") to the Company specifying the Shares, interest and/or rights of which the Proposing Transferor wishes to dispose. Notwithstanding that a Transfer Notice specifies that the Proposing Transferor wishes to dispose only of an interest in or arising from, and/or any right(s) attaching to, the Shares referred to therein, the Transfer Notice shall (regardless of any provisions in the Transfer Notice to the contrary) unconditionally constitute the Company the agent of the Proposing Transferor for the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the Shares referred to therein (the "Sale Shares") at the Sale Price during the Prescribed Period (as those terms are hereinafter defined) in accordance with the provisions of this Article. A Transfer Notice shall not be revocable except with the consent of the Directors. Except in the case of any Transfer Notice which a Member is bound to give or is deemed to have given pursuant to this Article (a "Mandatory Transfer Notice"), a Transfer Notice may include a condition (a "Total Transfer Condition") that if all the Sale Shares (of whatever class) are not sold to Members and/or such other persons as are referred to in sub-paragraph (iv) below, then none shall be so sold. If a Total Transfer Condition is included then any offer of Sale Shares shall be made subject to sub-paragraph (vi) below. Shares of different classes may not be included in the same Transfer Notice (other than a Mandatory Transfer Notice)

6 1 2 Except in the case of a Mandatory Transfer Notice, if the Proposing Transferor is proposing to transfer all his legal title to, beneficial ownership of and all other interests and rights attaching to the Sale Shares the Transfer Notice may state, in addition to details of the Sale Shares

(a) the name or names of a person or persons (such person or persons being hereinafter referred to as the "Proposing Transferee") to whom the Sale Shares (or an interest or right therein or arising therefrom) are proposed to be transferred if the Sale Shares are not acquired by Purchasers (as hereinafter defined), and

(b) the entire consideration per Share for which any such transfer or transfers will be made (and, if any of the said consideration is not a cash price expressed in pounds sterling a cash price per share which is so expressed and which is reasonably commensurate with the entire consideration),

and in such event, subject to the Directors being satisfied (and to that end being provided with such evidence as they may reasonably require) that the price is a bona fide price (not inflated for particular reasons) agreed between the Proposing Transferor and the Proposing Transferee at arms length and in good faith, the said price shall be the Sale Price.

Price

6 1 3 In the case of a Transfer Notice which does not state the further details referred to in sub-paragraph 5.1.2(b) above

(a) if not more than 30 days after the date on which the Transfer Notice was given or was deemed or required to be given, the Proposing Transferor and the Directors shall have agreed a price per Share as representing the fair value of the Sale Shares or as being acceptable to the Proposing Transferor and not more than the fair value thereof, then such price shall be the Sale Price (subject to the deduction therefrom of any net dividend or other distribution declared or made after such agreement and prior to the said date) and the provisions of Article 6.1.4 shall apply on and from the date on which such agreement is reached,

(b) otherwise, upon the expiry of 30 days after the date on which the Transfer Notice was given (or the date on which the Company became aware that the same had been deemed or had become required to be given) the Directors shall request an independent firm of accountants nominated by the Directors and notified by them to and approved by the Proposing Transferor to determine and report the sum per Share considered by them to be the fair value of the Sale Shares and the sum per Share so determined and reported shall be the Sale Price and the provisions of Article 6.1.4 shall apply on and from the date on which the auditors shall so determine and report. Such accountants shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final. For the purposes of these Articles, the fair value of Sale Shares shall be the market value thereof as between a willing buyer and a willing seller. In the event that the Proposing Transferor does not approve the Directors' nomination of an independent firm of accountants within 7 days of such nomination the Directors shall forthwith request the President of the Institute of Chartered Accountants of England and Wales to nominate such firm and his nomination shall be binding upon all parties.

Pre-emption Rights

6.1.4 Save as provided in the proviso to this sub-paragraph 6.1.4 Sale Shares shall:

(a) first be offered to the Company which shall have a period of 14 days during which the Directors may resolve to purchase the Sale Shares pursuant to the provisions of part V of the Act in which case the Chairman of the Directors shall determine a timetable for such purchase and all parties and Members shall adhere thereto,

(b) subject to (a) above, thereafter be offered in writing by the Company to the holders for the time being of A Ordinary Shares (other than the Proposing Transferor and any Associate of the Proposing Transferor) *pari passu* as though the same constituted a single class of Shares and next (if and insofar as not accepted following such further offer) to such person or persons (if any) as the Directors think fit,

provided that the Company shall not be required to, and shall not, offer any Sale Shares to any person who remains a Member but who has been deemed to have given a Mandatory Transfer Notice on or prior to the date on which any such offer as is referred to in this sub-paragraph 6.1.4 is made.

Pre-emption Procedure

6.1.5 Any such offer as is required to be made by the Company pursuant to sub-paragraph 6.1.4(b) above shall state the Prescribed Period (not being less than 7 days or more than 14 days) during which the offer must be accepted or, in default, will lapse. Following any such offer, if acceptances are received in respect of an aggregate number of Shares in excess of that offered, the number of Sale Shares shall

be allocated amongst those who have accepted the same in proportion to the number of Shares held by each acceptor (or in the case of any such offer made to persons who are not already Members on such basis as the Directors shall determine) provided that no acceptor shall be obliged to acquire more Sale Shares than the number for which he has applied and so that the provisions of this sub-paragraph shall continue to apply mutatis mutandis until all Shares which any such acceptor would but for this proviso have acquired on the proportionate basis specified above have been allocated accordingly.

6.1.6 If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied

6.1.7 If, prior to the expiry of the Prescribed Period, the Company shall, pursuant to the foregoing provisions, find Members or other persons (hereinafter called "Purchasers") to purchase some or (if sub-paragraph 6.1.6 shall apply) all of the Sale Shares and shall give notice in writing thereof to the Proposing Transferor he shall be bound, upon payment of the Sale Price, to transfer such Shares to the respective Purchasers. Every such notice shall state the name and address of the Purchaser or Purchasers and the number of the Sale Shares agreed to be purchased by him or them and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 3 days nor more than 10 days after the date of such notice

6.1.8 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser hereunder, the Directors shall authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser to be registered as the holder of such Shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall not be bound to see to the application thereof) and after the Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person

6.1.9 If by the foregoing procedure the Company shall not, prior to the expiry of the Prescribed Period, find Purchasers willing to purchase some or (if sub-paragraph 6.1.6 shall apply) all of the Sale Shares and shall give notice in writing thereof to the Proposing Transferor, the Proposing Transferor, at any time thereafter up to the expiration of 60 days from the date of such notice, shall, subject as hereinafter provided, be at liberty to transfer those of the Sale Shares not purchased by Purchasers or all the Sale Shares (as the case may be) to the Proposing Transferee or, where the Transfer Notice is a Mandatory Transfer Notice or does not contain details of a Proposing Transferee, to any one person on a bona fide sale at any price not being less than the Sale Price. The Directors may require the Proposing Transferor to provide evidence to them (to their reasonable satisfaction) that such Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate, allowance or indulgent terms whatsoever to the purchaser thereof and, if not so satisfied, may refuse to register the instrument of transfer and/or serve a Disenfranchisement Notice with the effect set out in sub-paragraph 6.6.2 below in respect of such Shares as shall have been so sold.

6.2 No Share and no interest or right in or arising from any Share may be sold, transferred or otherwise disposed of to any person unless a transfer of such Share or interest or right to such person would rank as a Permitted Transfer or as a transfer permitted pursuant to paragraph 6.1 of this Article. If the foregoing provisions shall be infringed the holder of the Shares concerned shall, unless the Directors otherwise determine, be deemed to have given, on the date on which the Directors become aware of such infringement, a

Mandatory Transfer Notice in respect of all Shares of which such person and any Associate(s) of such person is then the holder

Deceased and Bankrupt Shareholder Provisions

6.3 If any person becomes entitled to Shares in consequence of the death, bankruptcy or liquidation of a Member then (unless the transfer to him ranks as a Permitted Transfer or the Directors resolve otherwise at the relevant time) a Mandatory Transfer Notice or Notices shall be deemed to have been given on the date on which the Directors became aware that such entitlement has arisen in respect of all Shares held by the Member and any Associate of such person.

Employee Compulsory Transfer

6.4 If at any time any director of, employee of or consultant to the Company or any subsidiary of the Company who holds B Shares shall cease to be a director of, employee of or consultant to the Company or any subsidiary of the Company (for whatever reason) and such person shall be a Member of the Company, there shall be deemed to have been given on the date of such cessation a Mandatory Transfer Notice in respect of all Shares then held by such person

6.5 Upon deemed service of a Mandatory Transfer Notice the provisions contained in the preceding provisions of these Articles relating to the price of Sale Shares shall not apply and the price of the Sale Shares (being B Ordinary Shares) shall be the Relevant Percentage of Net Profits multiplied by three and discounted by 80% where

Relevant Percentage means the percentage of the issued share capital of the Company at the time the Mandatory Transfer Notice is deemed to be given which the Sale Shares represent,

Net Profits means the average of net profits before tax (after directors' remuneration) calculated by reference to the Company's two most recent completed accounting reference periods for which audited accounts are available ending prior to the time at which the Mandatory Transfer Notice is deemed to be given as shown by such accounts

Provided that if there are no Net Profits the aggregate price of the Sale Shares shall be £1.

Evidence of Transfer/Deemed Transfer

6.6 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or deemed to be given hereunder, the Directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration or any Associate of any of the foregoing to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled

6.6.1 to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing that a Transfer Notice be given by the holders of the relevant Shares in respect of all such Shares. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing require that a Transfer Notice be given or state that a Mandatory Transfer Notice shall be deemed to have been given by the holders of those Shares or their Associates in respect of all of such Shares; and/or

6.6.2 to serve upon the holder(s) of the Shares in question a notice (a "Disenfranchisement Notice") stating that such Shares shall as from the date of service of such Disenfranchisement Notice on such holder no longer confer any right to attend, speak or vote at any general meeting of the Company or at any class meeting or to receive or be entitled to receive any dividend or other distribution until such time as the Directors shall think fit and, as from such date, such Shares shall no longer confer any such rights accordingly

6.7 In any case where the Directors have duly required a Transfer Notice to be given in respect of any Shares or any one or more Members have become bound to give a Transfer Notice and such Transfer Notice is not duly given within a period of 14 days (or such longer period (if any) as the Directors may allow for the purpose) a Mandatory Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such Shares shall have been lodged), be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the provisions of this Article relating to transfers shall apply accordingly.

6.8 The provisions of this Article 6 shall take effect subject to the provisions of Article 7

7. LIMITATION ON TRANSFER OF CONTROL

Drag Along

7.1 If Sarir Holdings Limited (being a holder of "A" Ordinary Shares) (the "Accepting Shareholder") wishes to accept a Qualifying Offer, then the provisions of this article shall apply

7.2 The Accepting Shareholder shall give written notice to the remaining holders of the equity share capital ("Other Shareholders") of his wish to accept the Qualifying Offer and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their Shares to the Offeror (or his nominee) with full title guarantee on the date specified by the Accepting Shareholder.

7.3 If any Other Shareholder shall not, within seven days of being required to do so, execute and deliver transfers in respect of the Shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), then the Accepting Shareholder shall be entitled to execute, and shall be entitled to authorise and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the Other Shareholder's behalf and, against receipt by the Company (on trust for such Shareholder) of the consideration payable for the relevant Shares, deliver such transfer(s) and certificate(s) or indemnities to the Offeror (or his nominee) and register such Offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person

Tag Along

7.4 If at any time one or more Members ("Proposed Sellers") propose to sell, in one or a series of related transactions, a majority in nominal value of the Shares (a "Majority Holding") to any person (not being an Offeror making a Qualifying Offer) the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this article

7.5 The Proposed Sellers shall give written notice ("Proposed Sale Notice") to the other holders of the equity share capital in the Company of such intended sale at least ten Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (Proposed Buyer), the purchase price and other terms and conditions of payment, the proposed date of

sale ("Proposed Sale Date") and the number of Shares proposed to be purchased by the Proposed Buyer ("Proposed Sale Shares")

7.6 Any other holder of equity share capital in the Company shall be entitled, by written notice given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice, to be permitted to sell all of his Shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice

7.7 If any other holder of equity share capital in the Company is not given the rights accorded him by the provisions of this article, the Proposed Sellers shall be required not to complete their sale and the Directors shall be bound to refuse to register any transfer intended to carry such a sale into effect.

General

7.8 All other regulations of the Company relating to the allotment, issue, conversion or transfer of Shares and, in the case of transfers, the right to registration of transfers shall be read subject to the provisions of this Article provided always that Article 6.1 will not apply to a transfer by the holders of A Ordinary Shares pursuant to Article 4.4.

8. APPOINTMENT AND REMOVAL OF DIRECTORS

Either the Company by Special Resolution or the Directors may appoint a person, who is willing, to be a director, provided that the appointment does not cause the number of directors to exceed any maximum number fixed in accordance with these Articles. Any Director may be removed by Special Resolution.

9. PROCEEDINGS OF DIRECTORS

9.1 The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed shall be two, one of whom must be the Chairman of that board of Directors. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum

9.2 At any meeting of the Directors or of any committee of the Directors subject to disclosing his interest therein a Director may vote 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, 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. Regulations 94 to 98 inclusive of Table A shall be construed accordingly

9.3 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or other means of telephone, radio or televisual communication whereby all the person participating in the meeting can hear each other and any Director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting.

10. INDEMNITY

10.1 Subject to the provisions of the Act, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company out of its own funds for all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is

acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court

10.2 Without prejudice to the provisions of Article 10 1 above, the Directors shall have the 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 of any subsidiary undertaking of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such subsidiary undertaking.

10 3 Subject to the provisions of the Act, a Director shall (in the absence of some other material interest as is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any proposal concerning any insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any Directors provided that for the purposes of this Article 10.3 insurance shall mean only insurance against the liability incurred by a Director in respect of any such act or omission by him as is referred to in Article 10 2 above or any other insurance which the Company is empowered to purchase and/or maintain for or for the benefit of any groups of persons consisting of or including Directors