

No. 2427982

**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**OF**

**BROADREACH SERVICES LIMITED**

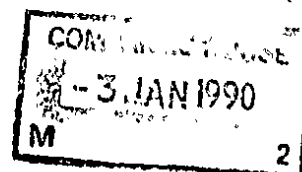
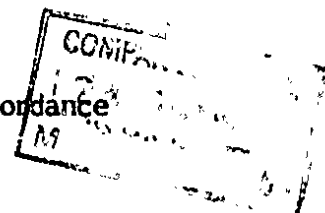
**(Pursuant to Regulation 53 of Table A in the Companies  
(Table A to F) Regulations 1985 as adopted  
by the above-named Company)**

**DATED 21st December 1989**

**We the undersigned being all the members of the above-named  
Company who would have been entitled to vote upon the subjoined  
resolution if it had been proposed at a general meeting of the Company  
HEREBY RESOLVE as Special Resolutions:-**

**SPECIAL RESOLUTION**

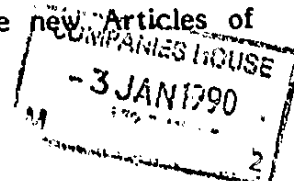
- 1. THAT the authorised share capital of the Company be and it is hereby  
increased to £475,261 by the creation of 475,161 new ordinary shares of  
£1 each ranking pari passu with the existing ordinary shares in the  
capital of the Company.**
- 2. THAT the Directors be and they are hereby authorised in accordance  
with Section 80 of the Companies Act 1985 ("the Act"):-**



- 2.1 to allot up to 100,000 ordinary shares of £1 each in the capital of the Company;
- 2.2 to issue up to £280,000 in nominal value of unsecured loan stock 1996, carrying rights to convert the same into ordinary shares in the capital of the Company on the terms of a certificate (with conditions endorsed thereon), the form of which is annexed hereto ("Loan Stock"); and
- 2.3 to grant options to subscribe for up to a maximum aggregate nominal value of £95,161 in ordinary shares in the capital of the Company in the form of three option agreements annexed hereto ("Options").

The authorities granted pursuant to this Resolution shall expire, unless renewed, on 31st December 1990.

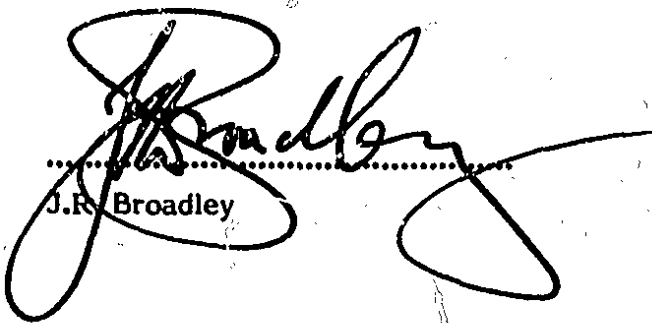
3. THAT the Directors be and they are hereby given power to allot equity securities (as defined in Section 94(2) of the Act) pursuant to the authorities conferred by paragraph 2 of this resolution as if Section 89(1) of the Act did not apply to such allotments.
4. THAT the memorandum of association of the Company be altered by the insertion of the following new Clause 3.1.1 in substitution for the existing Clauses 3(a)(i) and (ii) and by the renumbering of the subsequent sub-clauses accordingly:-  
  
"3.1.1 To carry on all or any of the businesses of a general commercial company including the business of maintenance contractors, couriers, window cleaners, cleaners and decorators of, and the provision of security services in respect of, the interiors and exteriors of business, office, factory, private, public, residential or other buildings and premises, carpenters and joiners, handymen, plumbers, chimney sweeps, electricians, fitters, caretakers, agents and financiers."
5. THAT the regulations in the printed document marked "A" and annexed hereto be and they are hereby adopted as the new Articles of



Association of the Company in substitution for, and to the exclusion of,  
the existing Articles of Association of the Company.

A handwritten signature in cursive script, appearing to read "D.J. Evans", written over a horizontal dotted line.

D.J. Evans

A large, stylized handwritten signature in cursive script, appearing to read "J.R. Broadley", written over a horizontal dotted line.

J.R. Broadley

Company No: 2427982

THE COMPANIES ACT 1985

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COMPANY LIMITED BY SHARES

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MEMORANDUM  
and  
ARTICLES OF ASSOCIATION

of

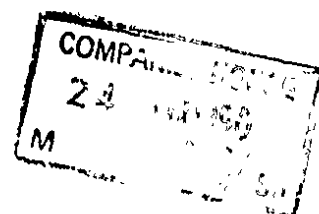
BROADREACH SERVICES LIMITED

Incorporated the 29th day of September 1989

Lawrence Graham  
190 Strand  
London WC2R 1JN

Tel: 01-379 0000

Ref: E2090032AK/zgh/doc



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

Memorandum of Association  
of  
BROADREACH SERVICES LIMITED

1. The name of the Company is LAWGRA (NO. 42) LIMITED\*
2. The registered office of the Company is to be situated in England and Wales.
3. The objects of the Company are:-
  - 3.1 3.1.1\*\* To carry on all or any of the businesses of a general commercial company including the business of maintenance contractors, couriers, window cleaners, cleaners and decorators of, and the provision of security services in respect of, the interiors and exteriors of business, office, factory, private, public, residential or other buildings and premises, carpenters and joiners, handymen, plumbers, chimney sweeps, electricians, fitters, caretakers, agents and financiers.
  - 3.1.2 To carry on in the United Kingdom or elsewhere for profit gain or otherwise directly or indirectly whether by itself or through subsidiary, associated or allied companies or firms, in all or any of its branches, any business, undertaking, project or enterprise of any description whether of a private or public character and all or any trades, processes and activities connected therewith or ancillary or complimentary thereto.

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\* The name of the Company was changed to Broadreach Services Limited by Special Resolution dated 20th November 1989.

\*\* Clause 3.1.1 was adopted in substitution for the existing Clause 3 (a)(i) and (ii) by Special Resolution dated 21st December 1989.

- 3.2 To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.
- 3.3 To purchase or by any other means acquire and take options over any property whatever and any rights or privileges of any kind over or in respect of any property.
- 3.4 To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere, any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.
- 3.5 To acquire or undertake the whole or any part of the business, goodwill and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.
- 3.6 To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with, all or any part of the property and rights of the Company.
- 3.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

- 3.8 To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).
- 3.9 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.
- 3.10 To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- 3.11 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.
- 3.12 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.

3.13 To subscribe for, take, purchase or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

3.14 To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

3.15 To promote any other company for the purpose of acquiring the whole or part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

3.16 To sell, let, licence, develop, give, transfer or otherwise dispose of the undertaking, property and assets of the Company, or any part thereof, whether at a profit or not and whether at full market value or not (including in whole or in part by way of gift), or otherwise as the directors think fit, with power to accept shares debentures or securities of, or interest in, any other company.

3.17 To act as agents or brokers and as trustees for any person, firm, or company, and to undertake and perform sub-contracts.

3.18 To remunerate any person, firm or company rendering services to the



Company either by cash payments or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

- 3.19 To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.
- 3.20 To support and subscribe to any charitable or public object and to support and subscribe to any institution, society or club which may be for the benefit of the Company or its Directors or employees or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served, the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and for the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- 3.21 Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable) to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

- 3.22 To distribute among the members of the Company in kind any property of the Company of whatever nature.
- 3.23 To procure the Company to be registered or recognised in any part of the world.
- 3.24 To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 3.25 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.
- 3.26 AND so that:-
- 3.26.1 None of the objects set forth in any sub-clause of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this clause, or by reference to or inference from the name of the Company.
- 3.26.2 None of the sub-clauses of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this clause as though each sub-clause contained the objects of a separate company.
- 3.26.3 The word "company" in this clause, except where used in the reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or

elsewhere.

3.26.4 In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the members is limited.

5. The Company's share capital is £100 divided into 100 shares of £1 each.\*

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\* By a Special Resolution dated 21st December 1989 the authorised share capital of the company was increased to £475,261 by the creation of 475,161 Ordinary Shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

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Names and addresses of Subscribers	Number of shares taken by each Subscriber
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1. MANDY ELIZABETH HUNTER 190 Strand London WC2R 1JN	- One
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2. JONATHAN JAMES ARTHUR RILEY 190 Strand London WC2R 1JN	- One
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Total Shares taken	- Two
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Dated 19.9.1989

Witness to the above signatures:

P. Brennan  
190 Strand  
London WC2R 1JN

Solicitor

THE COMPANIES ACT 1985

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION  
- of -  
BROADREACH SERVICES LIMITED

1. PRELIMINARY

- 1.1 In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 and "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.2 Regulations 24, 41, 64, 73, 74, 75, 76, 77, 78, 80, 81(e), 89, 94, 95 and 118 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A, subject to the modifications hereinafter expressed shall constitute the regulations of the Company.
- 1.3 Any branch or kind of business, which the Company is either expressly or by implication authorised to undertake may be undertaken at such time or times as the directors think fit, and may be suffered to be in abeyance, whether already commenced or not, so long as the directors deem it expedient not to commence or proceed with such branch or kind of business.

2. PRIVATE COMPANY

The Company is a private company and accordingly:-

- 2.1 any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and

- 2.2 any allotment of or agreement to allot any shares in or debentures of the Company (whether for cash or otherwise) with a view to all or any of those shares or debentures being offered for sale to the public;

is prohibited.

3. SHARE CAPITAL

The authorised share capital at the date of adoption of these Articles of Association is £475,261 divided into 475,261 Ordinary Shares of £1 each.

4. SHARES

- 4.1 Subject to authorisation in accordance with the provisions of Section 80 of the Act the directors may allot or otherwise dispose of the shares of the Company whether forming part of the original or any increased capital to such persons and for such consideration and upon such terms and conditions as they may determine but so that no shares shall be issued at a discount.

- 4.2 For the purposes of Section 80 of the Act

4.2.1 the directors shall, unless and until such authority shall have been previously revoked or varied by the Company in general meeting, for a period of five years from the date of the incorporation of the Company have a general and unconditional authority to allot any unissued shares of the Company forming part of its original capital;

4.2.2 before the expiry of the authority given in sub-paragraph 4.2.1 above the Company by its directors or otherwise may make any offer or agreement which would or might require unissued shares of the Company to be allotted after such expiry and the directors may notwithstanding such expiry allot unissued shares of the Company pursuant to such offer or agreement.

- 4.3 The lien conferred by Regulation 8 of Table A shall attach 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.

5. PROHIBITED TRANSFERS

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind.

6. TRANSFERS OF SHARES: GENERALLY

6.1 The directors shall refuse to register the transfer of any share unless such transfer is permitted by, or is made pursuant to and in accordance with Articles 6, 7 or 8. The directors shall also refuse to register the transfer of any shares which is prohibited under Article 8.

6.2 Subject to Articles 6.2 and 6.3, the directors shall not be entitled to decline to register the transfer of any share which is permitted by, or is made pursuant to, and in accordance with, Articles 6, 7 or 8.

6.3 For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the directors may require the transferor or the person named as the transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the directors may think necessary or relevant. If such information or evidence is not furnished to the satisfaction of the directors within a period of twenty-eight days after any such request, the directors shall be entitled to refuse to register the transfer in question.

6.4 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share on which the Company has a lien.

7. PERMITTED TRANSFERS

7.1 Any member being a company (which in this Article includes any body corporate) may at any time transfer all or any shares held by it to a member of the same group. In this Article the "same group" comprises the transferor, its holding company from time to time, and all other subsidiaries of that holding company from time to time.

7.2 Where shares have been transferred under Article 7.1 (whether directly or by a series of transfers thereunder) from a company (the "transferor company") to a member of the same group (the "transferee company") and either the transferee company subsequently ceases to be a member of the same group as the transferor company, or the transferor company, having divested itself of all (or substantially all) of its assets (apart from its shares in the Company) ceases to be a member of the same group, then the transferee company or the transferor company shall forthwith transfer the relevant shares to another member of the same group (the test for which shall be applied as if the relevant company had not left the group). Failure so to transfer such shares within twenty-eight days of the relevant event shall result in a Transfer Notice (as defined in Article 8.2) having been deemed to have been given in respect of the relevant shares at the time of the relevant event at a price equal to the lower of the par value thereof and a price which shall be the Fair Value determined in accordance with Article 8.4 by a firm of independent accountants appointed by the directors (whose costs shall be borne by the party in default).

7.3 A member or his personal representatives may at any time transfer all or any of his shares:-

7.3.1 to any other member holding shares of the same class; or

7.3.2 to a trustee of any trust of which the member is the beneficiary; or

7.3.3 in the case of a member being a trustee, to a new trustee of that trust on any change of trustee, or to the person who is the beneficiary thereof, or to a person to whom the beneficiary, if he were registered as the holder, would have been entitled to transfer his shares in accordance with this Article, but this provision shall not apply in circumstances where the beneficial ownership of the share in question became vested in the beneficiary in contravention of any of the provisions of these Article; or



7.3.4 to any person with the prior written consent of all the other members.

7.4 A transfer of any share pursuant to this Article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share free from all liens, charges and other encumbrances.

7.5 If the personal representatives of a deceased member are permitted under these Articles to become registered as the holders of any of the deceased member's shares and elect so to do then such shares may at any time be transferred by those personal representatives to any person to whom under this Article the same could have been transferred by the deceased member if he had remained the holder thereof, but no other transfer of such shares by the personal representatives shall be permitted under this Article.

#### 8. PRE-EMPTION RIGHTS

8.1 Save as provided in Articles 6 and 7, any member who wishes to transfer the legal or beneficial ownership of any shares of any class in the capital of the Company (the "Vendor") shall not dispose (whether by sale, declaration of trust, option or otherwise) of any shares or any interest therein until the provisions contained in this Article 8 have been complied with.

8.2 A Vendor (which in this Article shall mean, in relation to the joint holders of a share, the member whose name stands first in the register relating to the share, jointly for all such holders) shall give notice to the Company of his intention to transfer shares in the Company ("Transfer Notice") specifying the shares concerned ("Sale Shares") and the price per share at which the Vendor is willing to transfer them ("Specified Price"). If no price is specified in the Transfer Notice the Vendor shall be deemed to have specified therein the Fair Value (as defined in Article 8.4) as the price at which he is willing to sell the Sale Shares.

8.3 The Transfer Notice shall appoint, or if it does not do so shall be deemed to appoint, the Company the agent of the Vendor for the sale of the Sale Shares to the other members at a price per share ("Sale Price") which shall

be the lesser of the Specified Price (if any) and the Fair Value, and the Company shall forthwith send each member (apart from the Vendor) a copy of the Transfer Notice.

8.4 If no price is specified in the Transfer Notice the Company shall, within fourteen days of receipt of the Transfer Notice, refer to a firm of independent chartered accountants to be chosen by agreement between the Vendor and the Company within that time or, failing such agreement, by the President for the time being of the Institute of Chartered Accountants in England and Wales (at the instance of either party) ("Independent Accountants"), for a certificate of what in their opinion is the fair value ("Fair Value") per share of the Sale Shares as between a willing vendor and a willing purchaser on the open market with full knowledge of the Company's affairs. The Fair Value so certified shall be binding on the Vendor and all others affected thereby.

8.5 The Independent Accountants shall arrive at the Fair Value by dividing the Company's net asset value at the date of their report (which they shall determine as they think fit) by the total number of shares in the Company (regardless of class) then in issue, and the Independent Accountants shall have no regard to the percentage which the Sale Shares comprise of the whole of the issued share capital of the Company, nor of any different classes of Sale Shares, and in so acting the Independent Accountants shall be considered to be acting as experts and not arbitrators, and accordingly the Arbitration Acts 1950 to 1979 shall not apply. The costs of the Independent Accountants' report shall be borne as the Independent Accountants may direct. The Company shall endeavour to procure that the Independent Accountants' certificate of the Fair Value is available within fourteen days of the matter being referred to them, and upon receipt of their certificate the Company shall immediately give notice of the Fair Value to all the shareholders of the Company.

8.6 Within fourteen days after the receipt of the Transfer Notice containing a Specified Price, or within fourteen days of receipt of the Independent Accountants' certificate, as appropriate, the Company shall, subject to revocation of the Transfer Notice as hereinafter provided, offer the Sale Shares to the holders of the same classes of shares in the Company (other than the Vendor) in proportion as nearly as the circumstances will admit to the number of shares of each such class held by them respectively.

Each such offer shall state that the offer is subject to revocation as hereinafter provided, and specify the number and class of shares offered, the Sale Price, and the time (not being less than twenty-eight days from the date of the notice) during which the offer, if not accepted by notice to the Company, will be deemed to have been declined, and shall notify members that any such member who desires to purchase shares in addition to his said proportion, must in his reply state how many additional shares he desires to purchase at the Sale Price, and if any members do not accept their said proportions in full, the unaccepted shares shall be used in satisfying the claims by holders of the same class of shares for additional shares. The unaccepted shares of each class shall be distributed amongst members who have expressed a wish to purchase them as nearly as may be in proportion to their respective holdings of shares of the same class, provided that no member shall be bound to take more additional shares than those he shall have offered to purchase. The Company shall offer to such members any shares which cannot be offered (without giving rise to fractions) upon the same terms and in such proportions as may be determined by lots to be drawn by the directors.

8.7 Within fourteen days of receipt of a Transfer Notice indicating a Specified Price any member may by notice to the Company require that the Specified Price be referred to a firm of independent accountants for them to certify the Fair Value of the Sale Shares *mutatis mutandis* as set out in Articles 8.4 and 8.5. The Company shall forthwith give notice to all other members that this has occurred. Upon receipt of such certificate (which shall be binding on all parties affected thereby) the Company shall immediately give notice of the Fair Value to the Vendor and to each of the other shareholders in the Company.

8.8 If the Company does not receive acceptances (whether or not in response to a member's pro rata entitlement or by way of application for additional shares) in respect of all or any of the Sale Shares, the Company shall subject to revocation of the Transfer Notice, offer the Sale Shares to the holders of shares of any different class to the Sale Shares (other than the Vendor) in proportion as nearly as the circumstances will admit to the number of shares of that class held by them respectively and in the same manner, *mutatis mutandis*, as provided in Article 8.6 except that the minimum additional period of time to be allowed for acceptance shall be fourteen, not twenty-eight days as stated therein.

- 8.9 If the Fair Value determined under Article 8.5 or Article 8.7 is not acceptable to the Vendor, he may by notice to the Company within seven days of being notified of the Fair Value revoke the Transfer Notice. In that event the Company shall forthwith give notice of such revocation to all the other members.
- 8.10 In the absence of revocation as is mentioned in Article 8.9 the period allowed for acceptance of offers under Article 8.6 shall begin to run again from the date of notification to the members of the Fair Value under Article 8.5 or Article 8.7.
- 8.11 If the Company does not receive acceptances (whether in response to a member's pro rata entitlement or by way of application for additional shares) in respect of all the Sale Shares it shall give notice thereof to the Vendor, and he may by notice to the Company within seven days of being so notified revoke the Transfer Notice. Save as aforesaid a Transfer Notice shall not be revocable, and if revoked no further Transfer Notice may be given by the revoking Vendor in respect of any of his shares in the Company within one year from the date of such revocation.
- 8.12 If the Company receives acceptances in respect of none of the Sale Shares, or receives acceptances in respect of some only of the Sale Shares, it shall give notice thereof to the Vendor, and if the Transfer Notice is not revoked by the Vendor he shall be at liberty within ninety days thereafter to transfer all or any of the unaccepted Sale Shares to any person or persons at a price per share which may not be less than the Sale Price.
- 8.13 If the Company receives acceptances in respect of all or some only of the Sale Shares, and no revocation of the Transfer Notice pursuant to Article 8.9 or Article 8.11 takes place, it shall give notice thereof to the Vendor, and he shall thereupon become bound, upon payment of the Sale Price, to transfer the accepted Sale Shares to the member or members who have accepted the same, and if in any case the Vendor, having become so bound, does not do so within seven days of being so notified, the Company shall receive the sale proceeds, and one of the Company's directors shall execute instruments of transfer of those of the Sale Shares concerned in favour of the relevant transferees, and shall thereupon cause the names of

the relevant transferees to be entered in the register as the holders of the shares sold, and the Company shall hold the said sale proceeds in trust for the Vendor. The receipt of the Company of the sale proceeds shall be a good discharge to any such transferees, who shall not be concerned as to the application of the sale proceeds, and after the names of the transferees are, or have been, entered in the Company's register of members in purported exercise of the aforesaid powers, the validity and effectiveness of the proceedings shall not be questioned by any person.

- 8.14 Upon the bankruptcy of any Shareholder (being an individual), or upon the liquidation (voluntary or otherwise) of any member being a corporation, or upon any Shareholder being an individual and a director of, or employed by, the Company ceasing for any reason to be a director of the Company, or being so employed, such member shall be deemed to have given immediately prior to such bankruptcy, liquidation or ceasing to be a director or employed (as the case may be), a Transfer Notice in respect of all shares registered in the name of such member (whether alone or jointly with any other person), or any transferee permitted pursuant to Article 7, unless the provisions of this paragraph of this Article are waived in writing in any particular case by all the directors within five working days of the date the Transfer Notice would otherwise have been deemed given. Any deemed Transfer Notice shall, despite Articles 8.9 and 8.11, be irrevocable. For the purposes of this provision "ceasing" to be employed shall be the earlier of notice being given to terminate employment and actual termination of employment.

## 9. GENERAL MEETINGS

If a quorum in accordance with Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting, or if during a meeting such quorum ceases to be present, the meeting if convened upon the requisition of members shall be dissolved; in any other case the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine; and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the adjourned meeting, or if during the adjourned meeting such quorum ceases to be present, the meeting shall be dissolved.

10. DIRECTORS

- 10.1 The number of directors (other than alternate directors) shall not be subject to a maximum but shall not be less than one. If and so long as there is a sole director, such director may act alone in exercising all the powers and authorities vested in the directors.
- 10.2 The directors shall not be required to retire by rotation and regulation 79 of Table A shall be modified accordingly.
- 10.3 A director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and the penultimate and last sentences of regulation 79 of Table A shall be deleted.
- 10.4 A director shall not require any share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.
- 10.5 A person may be appointed or reappointed a director notwithstanding that he has attained the age of 70 years and no director shall be liable to vacate office by reason of his having attained that or any other age.

11. ALTERNATE DIRECTORS

Regulation 65 of Table A shall be modified by substituting for the words "resolution of the" the words "the other".

12. PROCEEDINGS OF DIRECTORS

- 12.1 If there shall be more than one director the quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 12.2 All or any of the directors may participate in a meeting of the board by means of a conference telephone or any communication equipment which

allows all persons participating in the meeting to hear each other. A director so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

- 12.3 A director may vote in respect of any matter in which he or any connected person or (in the case of an alternate director) his appointor has an interest or in which he or (in the case of an alternate director) his appointor has a duty which conflicts or may conflict with the interests of the Company and he may be counted in the quorum present at any meeting at which such matter shall come before the directors or a committee of directors for consideration.

13. DIVIDENDS

The directors may deduct from any dividend payable to any member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to the shares of the Company.

14. INDEMNITY

Subject to the provisions of the Act but without prejudice to any indemnity to which he 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 all losses costs charges expenses and liabilities which he may sustain or incur in or about the execution of his office or the discharge or purported discharge of his duties or otherwise in relation thereto, and whether such duties are owed to the Company or to any other person, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted, or in connection with any application under Section 144(3) or (4) 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 his office or the discharge or purported discharge of his duties or otherwise in relation thereto.

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**NAMES AND ADDRESSES  
OF SUBSCRIBERS**

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**Dated 19.9.1989**

**Witness to the above signatures:**

**P. Brennan**  
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**Solicitor**