

**THE COMPANIES ACT 1985**  
**COMPANY LIMITED BY SHARES**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**GEOACOUSTICS LIMITED<sup>1</sup>**

(adopted by Special Resolution passed on 11th March 1997)

**PRELIMINARY**

- 1      (1)      The Regulations contained in Table A in the Schedule to The Companies (Table A to F) Regulations 1985 (hereinafter referred to as "**Table A**") shall apply to the Company save insofar as they are excluded or varied hereby, and such Regulations save as so excluded or varied together with the Articles hereinafter contained shall be the Articles of Association of the Company.
- (2)      The following Regulations of Table A shall not apply to the Company, namely Regulations 3, 24, 41, 46, 48, 64, 67, 73, 74, 75, 76, 77, 80, 94, 95, 96, 97. In addition the second and third sentences of Regulation 79 of Table A and the last sentence of Regulation 84 shall not apply to the Company.

**INTERPRETATION**

- 2      The provisions as to the interpretation of Table A contained in Regulation 1 thereof shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.

**PRIVATE COMPANY**

- 3      The Company is a private company and accordingly the Company shall not offer, allot or agree to allot any shares in or debentures of the Company to the public with a view to all or any of such shares or debentures being offered for sale to the public, and sections 58 (3), 59 and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

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<sup>1</sup>      The Company was incorporated as Foldgreat Limited. The current name was adopted on 5th March 1991.



- 4 (1) In accordance with section 91 of the Act Sections 89(1), and 90(1) to (6) of the Act are excluded from applying to the Company. Any shares for the time being unissued shall be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than fourteen days) within which the offer, if not accepted, will lapse and determine. At the expiration of a period specified by such offer for the acceptance of such shares, the balance of any shares offered to the holders of shares but not so accepted shall be offered for subscription at the price aforesaid to the holders of shares who have accepted all the shares to which they are respectively entitled and who shall, if more than one, be entitled to subscribe for such balance of shares in the proportion as nearly as the circumstances will admit to the number of shares then held by each of them respectively and shall not be prohibited from subscribing for less than their due proportion.

After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions of these Regulations allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think most beneficial to the Company.

The Directors may in like manner and subject as aforesaid, allot any such new or original shares which by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same cannot in the view of the Directors effectually be offered in the manner aforesaid.

- (2) The Directors are hereby generally and unconditionally authorised to exercise the powers of the Company to allot relevant securities as defined in section 80 of the Act and are empowered to make offers or agreements which would or might require relevant securities as so defined to be allotted after the expiry of such authority;
- (3) Unless and until the authority conferred by (2) above is revoked, renewed or varied,
- (a) the maximum amount of relevant securities as so defined that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the date of the incorporation of the Company;
  - (b) such authority shall expire on the fifth anniversary of the date of the incorporation of the Company.

## SHARES

- 5 (1) The share capital of the Company at the date of the adoption of this Article is £100,000 divided into 100,000 Ordinary Shares of £1 each ranking equally in all respects.
- (2) Subject to the provisions of the Act shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder, provided that the terms on which and the manner in which any such redeemable shares shall or may be redeemed shall be specified by Special Resolution before the issue thereof.

## LIEN

- 6 The lien conferred by Regulation 8 of Table A shall also attach to:
- (a) fully paid shares;
  - (b) all shares whether fully paid or not standing 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.

## TRANSFER OF SHARES

- 7 The Directors shall refuse to register any transfer other than one made in accordance with the provisions of Articles 8 and 9 hereof.
- 8 (A) A member (or other person entitled to transfer the shares registered in the name of a Member) may at any time transfer all or any shares:
- (1) to a privileged relation (as hereinafter defined) of such Member;  
or
  - (2) to trustees to be held upon family trusts (as hereinafter defined);  
or
  - (3) to a nominee of the Member or, where the Member is a nominee for any other person, to that person or to any other nominee for him provided that in any such case the transferor certifies to the Company that no beneficial interest in the share passes by reason of the transfer;
  - (4) to any person with the prior approval in writing of holders of not less than 75% of the issued share capital of the Company and in determining whether such level of approval has been given the

shares of the transferring Member shall be taken into account.

(B) For the purposes of the foregoing paragraph (A) the expression "**Member**" shall not include trustees holding shares upon a family trust (as hereinafter defined) but where shares are held by such trustees:

- (1) such shares may on any change of trustees be transferred to the trustees for the time being;
- (2) such shares may at any time be transferred to any person to whom under paragraph (A) hereof the same could have been transferred by the settlor if he had been the holder thereof;
- (3) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised under sub-paragraph (2) of this paragraph) the trustees shall be deemed to have given a transfer notice (as hereinafter defined) in respect of the shares in question.

(C) For the purposes of this Article:

- (1) the words "**privileged relation**" shall mean the father or mother or husband or wife of the Member any lineal descendant of such father mother husband or wife or any person who is or has been married to any such lineal descendant or any stepchild or adopted child of the Member or of such father mother husband or wife or of any such lineal descendant;
- (2) the expression "**family trusts**" shall, in relation to any Member, mean trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the Member concerned or a privileged relation of such Member and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees or the Member concerned or a privileged relation of such Member.

9 Except in the cases of transfers of shares expressly authorised by the last preceding Article the right to transfer shares in the Company shall be subject to the following restrictions, namely:

(A) Before transferring any shares the person proposing to transfer the

same (hereinafter called "**the proposing transferor**") shall give a notice in writing (hereinafter called "**the transfer notice**") to the Company that he wishes to transfer the same and the transfer notice shall identify the proposed transferee or transferees (if any) of the same and shall constitute the Directors his agent for the sale of the shares therein mentioned at the prescribed price (as hereinafter defined) to any Member or Members in accordance with these Articles. A transfer notice once given or deemed to be given shall not be revocable except with the consent of the Directors. A transfer notice may state whether or not the proposing transferor is willing to sell at the prescribed price any lesser number of shares than the total number included in the transfer notice and if so, what number.

- (B) All shares comprised in any transfer notice shall, within fourteen days after the transfer notice is received by the Company (or where there is no agreement between the proposing transferor and the Directors as to the prescribed price within seven days after the same shall have been determined as hereinafter provided) be offered by the Directors in writing to each Member (other than the proposing transferor) for purchase at the prescribed price inviting him to state in writing within twenty-eight days from the date of the said offer whether he is willing to purchase and if so what number of shares. At the expiry of the said period the Directors shall allocate the shares comprised in the transfer notice to the Member or Members who shall have notified their willingness to purchase as aforesaid and in the event of competition in proportion (as nearly as may be and without increasing the number sold to any Member beyond the number applied for by him) to their existing holding of shares.
- (C) If the Directors within twenty-eight days after the date of the written offer referred to in paragraph (B) above shall pursuant to the foregoing provisions of this Article find a Member or Members (hereinafter called "**a purchaser**" or "**purchasers**") willing to purchase all of the shares concerned or, where the proposing transferor has stated in the transfer notice that he is willing to sell any lesser number of them a number of shares not being fewer than the number stated as the minimum number in the transfer notice, the Directors shall give notice in writing thereof to the proposing transferor and the proposing transferor shall be bound, upon payment of the prescribed price, (or such portion thereof as shall pursuant to any agreement between the proposing transferor and the purchaser be payable by the purchaser on completion of the purchase) to transfer such shares to the respective purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him, and the purchase shall be completed at a place and time to be appointed by the Directors not being less than seven days nor

more than twenty-eight days after the expiry of the twenty-eight day period referred to above.

- (D) If in any case a proposing transferor, after having become bound to transfer any shares to a purchaser, shall make default in so doing the Directors may authorise some person to execute any necessary transfers in favour of the purchaser or purchasers and may receive the purchase money and shall thereupon cause the name of the purchaser to be entered in the register of members of the Company as the holder of the shares and hold the purchase money in trust for the proposing transferor. 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 name of the purchaser has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (E) The expression "**the prescribed price**" shall mean such sum per share as may be stipulated by the proposing transferor in the transfer notice save in those instances where a transfer notice is deemed to be served in which case the "prescribed price" shall mean such sum per share as the proposing transferor and the Directors shall agree and if not agreed shall be the fair market value of such share as shall be certified in writing at the expense of the Company by an independent valuer nominated by all the Directors or in default of a unanimous agreement by the Directors nominated by the President of the Institute of Chartered Accountants of England and Wales ("**the Independent Valuer**") (acting as experts and not as arbitrators) and in determining the fair market value the Independent Valuer shall take no account of the fact that such share may be part of a minority shareholding in the Company.
- (F) If the Directors shall not within the said period of twenty-eight days find purchasers willing to purchase:
  - (i) all the shares comprised in a transfer notice or
  - (ii) where the proposing transferor has stated in the transfer notice that he is willing to sell any lesser number, any number of them being a number equal to or more than such lesser number

they shall forthwith so inform the proposing transferor and the proposing transferor at any time within six months after the date on which the transfer notice was given or deemed to be given shall be at liberty to transfer all the shares comprised in the transfer notice to the transferee or transferees named in the transfer notice (if any) or in a case in which a transfer notice is deemed to have been given or no transferee was named

in the transfer notice to any person on a bona fide sale at any price not being less than the prescribed price; provided that the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied may refuse to register the instrument of transfer. If a transfer notice shall state such lesser number of shares as aforesaid and if the Directors shall find purchasers for such lesser number of shares and shall so inform the proposing transferor as aforesaid, he shall be at liberty to transfer all the shares included in the transfer notice for which the Directors shall not have found purchasers as aforesaid on the terms mentioned above in this paragraph.

- (G) Where the Directors shall have found a purchaser or purchasers and through no default of the proposing transferor any purchase is not duly completed the Directors shall forthwith notify the purchaser or all the purchasers and if within seven days of such notice being given the purchaser or the purchasers between them shall not have duly completed the purchase of the shares in respect of which there has been default in completion, the proposing transferor shall be entitled to sell such shares on the terms mentioned in paragraph (F).
- (H) Upon the death of any Member the legal personal representatives of the deceased Member may within a reasonable period following such death transfer all or any of the shares registered in the name of such Member to any of the persons to whom such Member could have transferred the said shares prior to his death under Article 8 hereof. If in the opinion of the Directors such a reasonable period has expired they may by board resolution declare that a transfer notice shall be deemed to have been given in respect of any shares which have not been so transferred, unless the provisions of this paragraph of this Article have been waived in writing in any particular case by the Directors. For the purposes of this paragraph the "**reasonable period**" shall not be less than twelve months from the date of death.
- (I) Upon the bankruptcy of any Member being an individual or upon the liquidation (voluntary or otherwise) of any Member being a corporation such Member shall be deemed to have given immediately prior to such bankruptcy or liquidation (as the case may be) a transfer notice in respect of all shares registered in the name of such Member, unless the provisions of this paragraph of this Article shall have been waived in writing in any particular case by the Directors.
- (J) For the purposes of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is deemed to have been given hereunder or for the purpose of

ascertaining when a transfer notice is deemed to have been given hereunder the Directors may from time to time require any Member or the legal personal representatives of any deceased Member or the trustee in bankruptcy of any Member or the liquidator of any corporate Member or any person named as transferee in any transfer lodged for registration 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 satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to resolve by a resolution of the Board that a transfer notice be deemed to be given in respect of the shares concerned. Where a transfer notice is deemed to be given under this Article such transfer notice shall relate to all the shares of the Member or deceased Member and shall be irrevocable.

- (K) Notwithstanding anything in these Articles contained no sale or transfer of any shares (hereinafter called "**the specified shares**") shall, if intended to be made to a person who is neither a member of the Company on the date of the adoption of these Articles nor a person to whom a member at the date of adoption of these Articles could transfer shares under Article 8 and which would result if made and registered in a person or persons acting in concert who was or were not a member or members of the Company on that date obtaining a controlling interest in the Company, be made or registered unless, before the transfer is lodged for registration, the proposed transferee or transferees or his or their nominees has or have offered to purchase all of the specified shares then in issue at the specified price as hereinafter defined.

For the purpose of this paragraph:

- (1) The expression "**a controlling interest**" shall mean shares conferring in the aggregate 40% or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right in all circumstances to vote at all General Meetings;
- (2) No transfer of any shares shall after registration of such transfer be deemed to be invalid by reason only that it was made in contravention of the foregoing provisions, if the Directors shall prior to the registration thereof have obtained from the transferor and transferee a Statutory Declaration that so far as the transferor and the transferee are respectively aware the transfer is not being made directly or indirectly in pursuance of any arrangement for the sale or acquisition of a controlling interest



in the Company and will not result in such a controlling interest being acquired by any person or persons acting in concert who was or were not a member or members of the Company on the date of the adoption of these Articles;

- (3) The expression "**transfer**", "**transferor**" and "**transferee**" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renounee under any such letter of allotment;
- (4) The expression "**the specified price**" shall mean a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the specified shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the specified shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the specified shares and in the event of disagreement the calculation of the specified price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding; and
- (5) "**persons acting in concert**" shall comprise persons who, pursuant to an agreement or undertaking (whether formal or informal) actively co-operate through the acquisition by any of them of shares in the Company to obtain or consolidate a controlling interest in the Company.

All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article.

#### PROCEEDINGS AT GENERAL MEETINGS

- 10 (1) If the quorum prescribed by Regulation 40 of Table A is not present within half an hour from the time appointed for the meeting 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.
- (2) If at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting one person entitled under Regulation 40 of

Table A to be counted in a quorum present at the meeting shall be a quorum.

- 11 (1) A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded.
  - (2) A poll may be demanded:
    - (a) by the Chairman; or
    - (b) by a member (present in person or by proxy) having the right to attend and vote at the meeting; or
    - (c) by a duly authorised representative of a corporation.
  - (3) The demand for a poll may, before the poll is taken, be withdrawn.
  - (4) A demand so withdrawn shall not be taken to have invalidated the result of a vote on a show of hands declared before the demand was made.
- 12 A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.

#### VOTES OF MEMBERS

- 13 There shall be inserted the words "Unless the Directors otherwise determine" before the words "No member shall" in Regulation 57 of Table A which shall be modified accordingly in its application to the Company.
- 14 (1) The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:
- (a) be deposited at the office or at such other place within the United Kingdom and at such time as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting; or
  - (b) notwithstanding any provision to the contrary in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting, be deposited with the Chairman 30 minutes before the commencement of the meeting or adjourned meeting and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

- (2) Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment thereof.

#### NUMBER OF DIRECTORS

- 15 (1) The number of Directors need not exceed one but shall be no more than five.
- (2) If and so long as there is a sole Director he may exercise all the powers and authorities vested in the Directors by these Articles and by Table A.

#### ALTERNATE DIRECTORS

- 16 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

#### POWERS OF DIRECTORS

- 17 In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### PROCEEDINGS OF DIRECTORS

- 18 Notwithstanding any other provision in these Articles none of the following matters shall be undertaken unless such matter has first been approved either by special resolution of the Company in general meeting or in writing by members holding not less than 75% of the issued share capital:
- (a) the declaration or payment of any dividend or other distribution on the share capital of the Company
  - (b) the allotment or issue of any shares in the capital of the Company or the grant of options to subscribe for any such shares
  - (c) the acquisition or disposal by the Company of any major asset. For the purpose of this clause a "**major asset**" shall be any asset or business the net asset value of which shall be equal to or in excess of 25% of the net asset value of the Company. The net asset value of the Company shall be the net asset value as shown by the most recent audited accounts or if there are no such accounts the net asset value as shown by the most recent management accounts available to the Directors.

- (d) the entry into of any commitment to incur capital expenditure in respect of any asset or project where the effect of such commitment would be to cause the total capital expenditure on that asset or project (including total payments under hire purchase and leasing arrangements) in any one financial year to exceed £50,000. The foregoing shall not apply where the capital expenditure has previously been approved by virtue of the adoption by the Directors of any business or capital expenditure plan.
  - (e) The increase, reduction, repayment, redemption, sub-division, consolidation or other variation of the authorised or issued share capital of the Company or the rights attaching thereto or the reduction of the amount, if any, standing to the credit of the share premium account or capital redemption reserve account of the Company.
- 19 For the purposes of Regulation 93 of Table A, the consent of a Director or an alternate Director to a resolution may also be given by giving notice of his approval to the Company by letter, telex, cable or other similar means. Members of the Board or any Committee thereof may participate in a meeting of the Board or of such Committee by means of conference, telephone or similar equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to this provision shall constitute presence in person at such meetings.

#### INDEMNITY

- 20 In addition to the indemnity conferred by Regulation 118 of Table A and subject to the provisions of the Act, every such person as is mentioned in the said Regulation shall be entitled to be indemnified out of the assets of the Company against all expenses, losses or liabilities incurred by him as agent of the Company or for the Company's benefit or intended benefit or in or about the discharge or intended discharge of his duties in relation to the Company.

<b>NAMES AND ADDRESSES OF SUBSCRIBERS</b>
<b>L &amp; A REGISTRARS LIMITED</b> <b>31 CORSHAM STREET</b> <b>LONDON</b> <b>N1 6DR</b>
<b>L &amp; A SECRETARIAL LIMITED</b> <b>31 CORSHAM STREET</b> <b>LONDON</b> <b>N1 6DR</b>

Dated: 1st day of December 1990

WITNESS to the above Signatures:

**L & A SERVICES LIMITED**  
**31 CORSHAM STREET**  
**LONDON**  
**N1 6DR**