

Company Number 26043SS

**CELLNET SERVICES LIMITED**

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**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

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**Incorporated 23rd day of April 1991**



*The Companies Act 1985*

**Company Limited by Shares**

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**MEMORANDUM OF ASSOCIATION**

of

**CELLNET SERVICES LIMITED**

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1. The name of the Company is Cellnet Services Limited. \*
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are\*\*:-
  - 3.1 (a) To carry on any trade or business concerning telecommunications;
  - (b) To carry on the business of a holding company in all its branches. and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to enter into, assist, or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and agents, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission and general agents, merchants and traders; and to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses

or any of them, or likely to be required by customers of or persons having dealings with the Company,

- (c) (i) To undertake and execute the offices of nominees for the purpose of holding and dealing with any real or personal property or security of any kind for or on behalf of any company person or body; To act as nominee or agent generally for any purpose and either solely or jointly with another or others, for any person or company;
  - (ii) To hold as nominees and to deal with manage and turn to account any real or personal property of any kind, and in particular shares, stocks, debentures, securities, policies, book debts, claims and securities in action, lands, buildings, hereditaments, business concerns, undertakings, mortgages, charges, annuities, patents, licences and any interest in real or personal property whatsoever and any claims against such property or against any person or company;
- 3.2 To carry on any other trade or business of a similar nature or any business which may in the opinion of the Board of Directors be conveniently carried on in connection with or ancillary to or calculated directly or indirectly to enhance or render more profitable any of the businesses of the Company;
- 3.3 To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any persons, firms, companies or bodies corporate that may seem conducive to the Company's objects or any of them, to apply for, secure, acquire by grant, legislative enactment, assignment, transfer, purchase or otherwise and to exercise, carry out and enjoy any charter, licence, power, authority, franchise, right, wayleave, or other rights, privileges or concessions which any government or other authority or any corporation or other public body may be empowered to grant or award and to pay for, aid in and contribute towards carrying the same into effect;
- 3.4 To purchase or otherwise acquire and take options over all or any part of the business, goodwill, property and liabilities of any person, firm, company, or body corporate formed for all or any part of the purposes within the objects of the Company, and to conduct and carry on, or liquidate and wind up any such business;
- 3.5 To purchase, take on lease, or otherwise acquire for the purposes of the Company, any estates, lands, buildings, easements or dispose of or grant rights over any real or personal property of any kind necessary or convenient for the purposes of the Company;
- 3.6 To purchase or otherwise acquire, erect, pull down, maintain, reconstruct and adapt any offices, studios, broadcasting or transmitting stations, workshops, plant machinery and other things found necessary or convenient for the purposes of the Company;
- 3.7 To conduct and promote research into any matter which may be of benefit to the businesses of the Company and to apply for and take out, purchase or otherwise

acquire any designs, trade marks, brevets d'invention, patents, patent rights or inventions, copyright concessions or secret processes, which may be useful for the Company's objects, and to sell, assign and develop the same or grant licences to use the same and to otherwise deal with the same to the advantage of the Company;

- 3.8 To manufacture, buy, sell, and generally deal in, any plant, machinery, apparatus, equipment, tools, goods or things of any description, which in the opinion of the Board of Directors may be conveniently dealt with by the Company in connection with any of its objects,
- 3.9 To improve, construct, repair, manage, develop 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 the whole or any part of the real and personal property and rights of the Company on such terms as may be determined;
- 3.10 To issue, or guarantee the issue of, or the payment of interest on, the shares, debentures, debenture stock, or other securities or obligations of any company or association.
- 3.11 Upon any issue of shares, debentures or other securities of the Company, to employ brokers, commission agents and underwriters, and to provide for the remuneration of such persons for their services by payment in cash, or by the issue of shares, debentures or other securities of the Company, or by the granting of options to take the same, or in any other manner allowed by law;
- 3.12 To draw, accept and make, and to endorse, discount and negotiate, cheques, bills of exchange, bills of lading, promissory notes and debentures and other negotiable or transferable instruments;
- 3.13 To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, 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, 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;
- 3.14 To advance and to lend money or give credit on such terms as may seem expedient and with or without security and 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 the payment of any sums of money or the performance of any obligation by any person, firm, company, or body corporate including any holding company or subsidiary in any manner;
- 3.15 To invest and deal with the monies of the Company in such manner as may from time to time be determined and to hold or otherwise deal with any investments made;
- 3.16 To acquire by subscription, tender, purchase or otherwise and hold, sell, deal with or dispose of any shares, stocks, debentures, debenture stocks, bonds, obligations

and securities issued or guaranteed by any company constituted or carrying on business in any part of the world and debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world and to subscribe for the same either conditionally or otherwise and to guarantee the subscription thereof and to exercise and enforce all rights and powers conferred by the ownership thereof;

- 3.17 To amalgamate with or enter into any partnership or arrangement for sharing profits, union of interests, reciprocal concession or co-operation with any person, firm, company or body corporate carrying on or proposing to carry on any business within the objects of the Company or which is capable of being carried on so as directly or indirectly to benefit the Company, and to acquire and hold, sell, deal with or dispose of any shares, stock or securities of any other interests in any such company or corporation, and to guarantee the contracts or liabilities of, subsidise or otherwise assist any such company or corporation;
- 3.18 To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition or taking over of all or any of the assets or liabilities of the Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of the Company and to acquire, hold, dispose of shares, stock, securities and guarantee the payment of the dividend, interest or capital of any shares, stock or securities issued by or any other obligations of any such company;
- 3.19 To apply for, promote, and obtain and to support the promotion by others of any statute, order, regulation, or other authorisation or enactment which may seem calculated directly or indirectly to benefit the Company; and to oppose any bills, proceedings, or applications which may seem calculated directly or indirectly to prejudice the Company's interests;
- 3.20 To act as agents or brokers and as trustees for any person, firm, company or body corporate, and to undertake and perform sub-contracts;
- 3.21 To remunerate any person, firm, company or body corporate, 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;
- 3.22 To insure the life of any person who may, in the opinion of the Board of Directors; be of value to the Company as having or holding for the Company interest, goodwill or influence or other assets and to pay the premiums on such insurance;
- 3.23 To sell, improve, manage develop turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as may be deemed expedient;
- 3.24 To pay for any property, assets or rights acquired by the Company and to give consideration for any act or thing either in cash or fully or partly paid shares or by

the issue of securities or obligations or partly in one mode and partly in another and generally on such terms as the Company may determine;

- 3.25 To accept payment for any property or rights sold or otherwise disposed of or dealt with or for any services rendered by the Company, either in cash, by instalments or otherwise or in fully or partly paid-up shares or stock of any company or corporation, with or without preferred or deferred or special rights or restrictions voting or otherwise, or in debentures or mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as may be determined, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- 3.26 To grant pensions, allowances, gratuities and bonuses to officers or ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants of such persons and to establish and maintain or concur in maintaining trusts, funds or schemes (whether contributory or non-contributory), with a view to providing pensions or other funds for any such persons as aforesaid or their dependants;
- 3.27 To aid in the establishment and support of any schools and any educational, scientific, literary, religious, charitable or public institutions or trade societies, whether such institutions or societies be solely connected with the business carried on by the Company or its predecessors in business or not, and to institute and maintain any club or other establishment;
- 3.28 To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- 3.29 to do all or any of the above things in any part of the world, and either as principals, agents, trustees, brokers contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise;
- 3.30 To procure the Company to be registered or recognised in any part of the world and to do all such other things as are incidental or conducive to the above objects or any of them;
- 3.31 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 body corporate to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or securities of the Company.

It is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause shall be separate and distinct objects of the Company and shall not be in any way limited by reference to any other paragraphs or the order in which the same occur.

4. The liability of the members is limited.

5. The share capital of the Company is £2,000,000 divided into 2,000,000 ordinary shares of £1 each.\*\*\*

\* *The Company was incorporated as BT Thirty-Seven Limited, changed its name to Adnox 3 Limited by Special Resolution of 30th April 1992 with effect from 20th May 1992, and changed its name to Cellnet Services Limited by Special Resolution of 30th June 1992 with effect from 7th July 1992.*

\*\* *As amended by Special Resolution of 30th April 1992.*

\*\*\* *As amended by Ordinary Resolution of 24th February 1993.*

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Names and addresses of Subscribers

Number of  
shares taken  
by each  
subscriber

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BT Holdings Limited  
81 Newgate Street, London EC1A 7AJ  
by a duly authorised officer

One

K Duffy

.....

BT Nominees Limited  
81 Newgate Street, London EC1A 7AJ  
by a duly authorised officer

One

P A Ewington

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Total Shares Taken

Two

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Dates this 12th day of April 1991  
Witness to both the above signatures

D H Sanger

.....

BT Centre  
81 Newgate Street  
London EC1A 7AJ



**The Companies Act 1985**

**Company Limited by Shares**

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**ARTICLES OF ASSOCIATION**

**of**

**CELLNET SERVICES LIMITED\***

(as adopted by Special Resolution of 30 April 1992)

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**PRELIMINARY**

1. Subject as hereinafter provided the regulations contained or incorporated in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) amendment Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.
2. Regulations 3, 4, 24, 29, 30, 31, 56, 64, 65-69 (inclusive) 73-81 (inclusive) 84, 94-97 (inclusive) 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.

**SHARES**

3. The Directors may allot new shares up to the maximum aggregate amount of the authorised share capital for the time being of the Company. The power given hereunder shall expire on the 29th day of April 1997 save that the power may be revoked or varied by the Members in general meeting.
4. Subject to the provisions of the Companies Act 1985 ("the Act") any shares may with the sanction of a Special Resolution be issued upon the terms that they are or at the option of the Company are liable to be redeemed.
5. Any member of the Company may at any time sell or transfer its shares provided only that such sale or transfer is carried out as follows:-
  - 5.1 If any member of the Company (the "seller") proposes to sell or transfer all or any of the shares registered in their name or in the name of their nominees they shall

serve the Company with a notice in writing ("the transfer notice") of the seller's desire so to do and shall at the same time deposit with the Company the share certificate(s) in respect of such shares. Such transfer notice shall be given either at least three months prior to the date on which the seller intends to sell or transfer such shares or at least six months if more than 40% of the total shares in the Company is being sold or transferred and such notice shall specify the price per share at which the seller proposes to sell or transfer the said shares and such transfer notice (save as provided in Article 5.3 below) shall not be revocable without the sanction of the Board of Directors and shall constitute the Company its/their agent to sell such shares (or any part thereof) to any member or members at whichever shall be the lower of the price (if any) as specified by the seller ("the sale price") or the fair value per share to be determined by an independent firm of Chartered Accountants totally unconnected with any of the members of the Company to be agreed by such members or should they fail to agree as nominated by the President for the time being of the Institute of Chartered Accountants in England. Such firm shall act as an expert and not as an arbitrator in connection therewith and its fees shall be an expense of the Company

- 5.2 The Company shall forthwith after the receipt of a transfer notice give notice in writing of the receipt of the transfer notice to all members (other than the seller) and shall invite applications from such members to purchase the shares (or any of them) comprised therein. Such notice shall stipulate that application may be made to purchase the said shares at the price determined in accordance with Article 5.1 above.
- 5.3 Within twenty-one days of service on a member of a notice in accordance with Article 5.2 such member shall by notice in writing to the Company have the right to require that the Chartered Accountants referred to in Article 5.1 above certify the value which in their opinion is the fair value per share of the shares comprised in the notice whereupon the Company shall forthwith instruct the said Chartered Accountants to prepare such certificate a copy of which shall upon receipt by the Company be despatched to the seller and member concerned. The seller may within a further period of twenty-one days after despatch of such certificate by notice in writing to the Company revoke the said transfer notice. After the expiration of such period of twenty-one days the transfer notice shall not be revocable without the sanction of the Board of Directors. If the member to whom the certificate is sent shall desire to purchase the shares comprised in the transfer notice at the price determined in accordance with Article 5.1 above he shall within twenty-one days after despatch of such certificate give notice in writing to the Company.
- 5.4 If more than one member shall apply to purchase the shares comprised in a transfer notice they shall be allocated by the directors to the applicants in proportion (as nearly as may be) to the number of shares (of whatever class) already held by each such applicant. Each member shall be deemed to have applied for the number of shares allocated to him but so that no member shall be bound to accept a greater number of shares than the number for which he shall have applied.
- 5.5 Depending upon the length of the transfer notice required under Article 5.1 above then if the Company shall within a period of three or six calendar months as appropriate after the serving of the transfer notice or one calendar month after the

receipt of an Auditors' certificate in accordance with Article 5.3 (whichever shall last occur) find a member or members willing to purchase all or part of the shares comprised in the transfer notice in accordance with the procedure set out herein and shall give notice thereof to the seller he shall be bound upon payment of the appropriate sum determined in accordance with Article 5.1 such sum to be payable within fourteen days of expiry of the notice to transfer such shares to such member or members.

- 5.6 If in any case the seller after having become bound as aforesaid makes default in transferring any of the said shares the Company may receive the purchase money and thereupon the Directors shall nominate some person to execute a transfer of the shares in the name and on behalf of the seller and shall cause the purchasing member's name to be entered in the Register as the holder of the shares and the Company shall hold the purchase money in trust for the seller. The receipt of the Company for the purchase money shall be good discharge to the purchasing member.
- 5.7 If the Company shall not within such period as mentioned in Article 5.5 find a member or members willing to purchase all of the said shares the seller may find any other person to purchase such shares. If within three months of the end of the period referred to in Article 5.5 above the seller finds a purchaser for such shares the seller shall serve the Company with a notice in writing ("sale notice") of its desire to sell such shares which shall specify the price per share at which the seller proposes to sell such shares to such person and shall constitute the Company its agent to sell such shares to any member at the price as specified by the seller in the sale notice. The Company shall forthwith after the receipt of the sale notice give notice in writing to all members (other than the seller) of the sale notice and the price specified by the seller. Within seven days of service on a member of the notice by the Company such member shall by notice in writing to the Company have the right to purchase all of the shares at the price as specified by the seller in the sale notice. If more than one member shall apply to purchase such shares the first to give notice to the Company shall have the right to purchase the shares. The seller shall be bound upon payment of the price as specified by the seller in the sale notice within a further seven days to transfer the shares to such member or members. If the seller makes default in transferring any such shares comprised in the sale notice Article 5.6 shall apply accordingly. If no member exercises his right to purchase such shares within the period of seven days the seller may within three months from the giving of the sale notice sell such shares to any other persons at not less than the price as specified by the seller in the sale notice.

#### DIRECTORS

6. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be less than seven.
7. The words "filling vacancies or" shall be omitted from regulation 90 of Table A.
8. The Company may by special resolution appoint a Managing Director who shall not be entitled to vote at board meetings.

## **BORROWING POWERS**

9. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and to issue debentures stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party

## **POWERS AND DUTIES OF DIRECTORS**

10. A Director may vote in respect of any contract or arrangement in which he is interested and be counted in the quorum present at any meeting at which any such contract or arrangement is proposed or considered and if he shall so vote his vote shall be counted. This Article shall have effect in substitution for regulations 94 to 97 inclusive of Table A which regulations shall not apply to the Company.

## **DISQUALIFICATION OF DIRECTORS**

11. The office of a Director shall be vacated -
- (1) If by notice in writing to the Company he resigns the office of Director
  - (2) If he becomes bankrupt or enters into any arrangement with his creditors
  - (3) If he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director
  - (4) If he becomes of unsound mind
  - (5) If he is removed from office by a resolution duly passed under Section 303 of the Act.
12. Any person may be appointed or elected as a Director whatever may be his age and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

## **PROCEEDINGS OF DIRECTORS**

13. A Director may from time to time by notice in writing to the Company appoint any person to act as an alternate Director at any meeting of the Board from which he is himself absent and may in like manner remove any person so appointed from office. An alternate Director appointed under this Article shall not be required to hold any qualification or be entitled to any remuneration from the Company but he shall be entitled while holding office as such to receive notice of meetings of Directors and to attend and vote thereat in place of and in the absence of the Director appointing him. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

## WINDING UP

14. In regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how such division"

## INDEMNITY

15. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in what judgement is given in his favour or he is acquitted or in connection with any application under Sections 144 and 145 of the Act or Section 727 of the Act or in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 as amended of the Act.

*\*The Company was incorporated as BT Thirty-Seven Limited, changed its name to Adnox 3 Limited by Special Resolution of 30th April 1992 with effect from 20th May 1992, and changed its name to Cellnet Services Limited by Special Resolution of 30th June 1992 with effect from 7th July 1992.*