

**THE COMPANIES ACTS 1985 and 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**OF**

**ARUNHITHE LIMITED**

**(the "Company")**



(adopted by written resolution dated

6 July 2004)

**1 PRELIMINARY**

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Table A to F). Regulations 1985 in force at the time of adoption of these Articles such Table hereinafter called "**Table A**" shall apply to the Company, save in so far as they are expressly excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall together constitute the regulations of the Company.
- 1.2 The regulations of Table A numbered 24, 40, 73 to 77 (inclusive), 80, 96, 101 and 118 do not apply to the Company.

**2 INTERPRETATION**

- 2.1 In these articles unless the context otherwise requires each of the following words and expressions shall have the following meanings:

**"A Ordinary Shares"**

the A Ordinary Shares of £1 each in the capital of the Company;

**"the Companies Act"**

the Companies Act 1985 (as amended from time to time);

**“Auditors”**

the auditors to the Company for the time being;

**“Board”**

the board of directors of the Company from time to time;

**“Business Day”**

any day other than a Saturday or Sunday or a public or bank holiday in England;

**“Controlling Interest”**

an interest (within the meaning of schedule 13 Part 1 and section 324 Companies Act) in Shares in the Company conferring in aggregate more than 50% of the total voting rights normally exercisable at a general meeting of the Company;

**“Connected Person”**

the meaning given to that expression in section 839 of the Income and Corporation Taxes Act 1988 and QG **“connected with”** shall be construed accordingly;

**“Expert”**

an independent accountant or firm of independent accountants appointed by the relevant parties or in the absence of agreement nominated, at the request of any of the parties, by the President for the time being of the Institute of Chartered Accountants in England and Wales who shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all the holders of Shares (in the absence of

fraud or manifest error) and the costs of the Expert shall be borne by the Company unless the Expert shall otherwise determine;

**“Financial Year”**

an accounting period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Companies Act;

**“Group”**

the Company and its subsidiary undertakings from time to time and references to “member of the Group” and “Group Company” shall be construed accordingly;

**“Holder”**

in respect of any share in the capital of the Company, the person or persons for the time being registered by the Company as the holder of that share;

**“Leaver Price”**

$$(A+(3 \times B)) \times C$$

where:

A = Net Asset Value;

B = Net Profit; and

C = the percentage the Sale Shares bear to all the issued Shares;

**“Net Asset Value”**

the aggregate value of the fixed and current assets of the Company (excluding intangible assets) less the aggregate amount of the liabilities of

the Company at date of the Transfer Event;

**"Net Profit"**

the net profit of the Company on ordinary activities calculated on the historical cost accounting basis and in accordance with the accounting practices, policies and bases of the Company, consistently applied, which are generally accepted in the United Kingdom and as shown in the audited consolidated profit and loss account of the Company for the relevant Financial Year:

- (a) before provision for, or deducting the amount of, any dividends payable on any Shares or any other distribution;
- (b) before deducting corporation tax (and any other tax levied upon or measured by reference to profits or gains) on such profits (including deferred tax);

**"Ordinary Shares"**

the ordinary shares of £1 each in the capital of the Company;

**"Shares"**

the Ordinary Shares and the A Ordinary Shares;

**"Transfer Price"**

in relation to a Transfer Notice given under a voluntary transfer pursuant to **Article 11** where the proposed purchaser specified in the Transfer Notice is not connected with any

member of the Company, the Provisional Transfer Price (as defined at **Article 11.1.3**), but in all other cases will be the price agreed between the Board and the Vendors or, failing agreement, the fair value as determined by the Auditors pursuant to **Article 14** or such other value as may be provided for in **Article 9.5**.

- 2.2 Words and expressions defined in or having a meaning provided by the *Companies Act* (but excluding any statutory modification not in force on the date of adoption of these articles) will, unless the context otherwise requires, have the same meanings when used in these Articles.
- 2.3 Where the context permits, words in these Articles importing the singular include the plural and vice versa, references to persons include bodies corporate, unincorporate associations and partnerships and words importing any gender include the other genders.
- 2.4 References herein to Articles are to the numbered paragraphs of these Articles and to Regulations are to the regulations of Table A.

## **SHARE RIGHTS**

### **3 AUTHORISED SHARE CAPITAL**

The authorised share capital of the Company at the date of adoption of these Articles is £1000 divided into 900 A Ordinary Shares of £1 each and 100 Ordinary Shares of £1 each. Each class of Share rank parri passu in all respects save as otherwise set out in these Articles.

### **4 VARIATION OF RIGHTS**

- 4.1 Whenever the share capital of the Company is divided into different classes of share, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in

contemplation of a winding up) either (i) with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or (ii) with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of that class. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall apply.

4.2 The rights conferred upon the holders of the Ordinary Shares shall be deemed to be varied by the following:

4.2.1 the reduction of the Company's share capital, share premium account, capital redemption reserve or any other reserve or of any uncalled liability in respect of partly paid shares or the purchase by the Company of any of its own shares;

4.2.2 The amendment of any provisions of the memorandum of association or articles of association of the Company;

4.2.3 The Company entering into any contract or transaction except in the ordinary and proper course of its business on arm's length terms.

## 5 ALLOTMENT OF SHARES

5.1 All Shares which the Directors propose to issue, shall first be offered to the members in proportion (as nearly as they may be) to the number of Shares already held by them respectively. The offer shall be made by notice in writing specifying the number of Shares offered, and stating a period (of not less than fourteen days) within which the offer, if not accepted, will be deemed to have been declined. After the expiration of that period, those shares so deemed to be declined, shall be offered to the members who have, within the stated period, accepted all the Shares offered to them. Such further offer shall be made in like terms, in the same proportions and the same manner, and limited by a like period as the original offer.

5.2 Any Shares not accepted in respect of such offer (or further offer) as is mentioned in **Article 5.1** or which cannot be offered except by dividing shares into fractions, shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of them to such persons, on such terms and

in such manner as they think fit, provided that they shall not be disposed of on terms which are more favourable than the terms on which they were offered to the members.

- 5.3 Section 91(1) of the Act, sections 89(1) and 90(1) to (6) inclusive of the Act (which impose statutory rights of pre-emption) shall not apply to the Company.
- 5.4 The Directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for, or convert securities into, shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of adoption of these Articles and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

## **TRANSFER OF SHARES**

### **6 GENERAL**

- 6.1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these Articles. The Board shall not sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to any infant, bankrupt or person of unsound mind or (iii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles.
- 6.2 For the purposes of these Articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company:
- 6.2.1 any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and

- 6.2.2 any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by an instrument in writing.

## **7 PERMITTED TRANSFERS**

Notwithstanding the provisions of any other Article, the transfers set out in this **Article 7** shall be permitted without restriction and the provisions of **Articles 8** (Voluntary Transfers) and **9** (Change of Control) shall have no application.

### **7.1 Permitted transfers by Holders of A Ordinary Shares**

- 7.1.1 The holders of A Ordinary Shares (if a body corporate) shall be entitled to transfer all or any of its Shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a "**Related Company**") but if a Related Company whilst it is a holder of Shares in the Company shall cease to be a Related Company in relation to the body first holding the relevant Shares it shall, within 15 Business Days of so ceasing, transfer the Shares held by it to such body or any Related Company of such body.

### **7.2 Permitted Transfers by all Shareholders**

- 7.2.1 Any holder of Shares may at any time transfer any Shares in accordance with the provisions of shares of the Companies Act to the Company.
- 7.2.2 Any holder of Shares may at any time transfer all or any of his Shares to any other person with the prior written consent of the holders of the A Ordinary Shares.
- 7.2.3 Any Shares may be transferred pursuant to **Article 9.1 and 9.6** (Drag along).

## **8 VOLUNTARY TRANSFERS**



- 8.1 Except as permitted under **Article 10** any holder who wishes to transfer Shares (the "**Vendor**") shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying:
- 8.1.1 the number and class(es) of Shares (the "**Sale Shares**") which he wishes to transfer;
  - 8.1.2 the name of any third party to whom he proposes to sell or transfer the Sale Shares;
  - 8.1.3 the price at which he wishes to transfer the Sale Shares (the "**Provisional Transfer Price**"); and
  - 8.1.4 whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned (a "**Total Transfer Condition**") and, in the absence of such stipulation, it shall be deemed not to be so conditional.
- 8.2 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified:
- 8.2.1 that all the Shares registered in the name of the Vendor shall be included for transfer;
  - 8.2.2 that a Total Transfer Condition shall not apply.
- 8.3 No Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the Vendor is obliged to procure the making of an offer under **Articles 9.1 to 9.4** and is unable to procure the making of such an offer. In that event the Vendor shall be entitled to withdraw such Transfer Notice without liability to any person, prior to completion of any transfer.
- 8.4 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares at the Transfer Price.
- 8.5

8.5.1 The Company shall forthwith upon receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price give notice in writing to each of the holders of Shares (other than the Vendor) informing them that the Sale Shares are available and of the Transfer Price. Such notice shall invite each holder to state, in writing within 30 Business Days from the date of such notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares which shall, if he so wishes, include an amount in excess of his Proportionate Entitlement as mentioned in **Article 8.5.2**. For the purposes of allocation of the Sale Shares the Sale Shares shall be treated as having been offered to all of the holders of Shares as if the same constituted one class of Shares:

8.5.2 The Sale Shares shall be treated as offered on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares of the class or classes to which the offer is made (the "**Proportionate Entitlement**"). It shall be open to each such holder to specify if he is willing to purchase Shares in excess of his Proportionate Entitlement ("**Excess Shares**") and, if the holder does so specify, he shall state the number of Excess Shares.

8.5.3 Within 3 Business Days of the expiry of the invitation made pursuant to **Article 8.5.1** (or sooner if all holders of Shares have responded to the invitation and all the Sale Shares shall have been accepted in the manner provided in **Article 8.5.1**), the Board shall allocate the Sale Shares in the following manner:

8.5.3.1 if the total number of Shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

8.5.3.2 if the total number of Shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied) in

the order of priorities set out in **Article 8.5.1**; applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which Shares held by such holder bears to the total number of Shares held by all such holders applying for Excess Shares PROVIDED THAT such holder shall not be allocated more Excess Shares than he shall have stated himself willing to take, and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Vendor and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than 10 Business Days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

- 8.6 Subject to **Article 8.7**, upon such allocations being made as set out in **Article 8.5**, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified free from any lien, charge or encumbrance. If he makes default in so doing, the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the Shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant Shares (or an indemnity, in a form reasonably satisfactory to the Board, in

respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.

8.7 If the Vendor shall have included in the Transfer Notice a Total Transfer Condition and if the total number of Shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for 10 Business Days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this **Article 8** shall be conditional upon the total Transfer Condition being complied with in full.

8.8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 8** the Vendor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all the Sale Shares (if a Total Transfer Condition was included in the Transfer Notice) or any Sale Shares which have not been sold (if no Total Transfer Condition was so included in the Transfer Notice) to any person or persons at any price not less than the Transfer Price PROVIDED THAT:

8.8.1 the Board shall be entitled to refuse registration of the proposed transferee if he is or is believed to be a nominee for a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries;

8.8.2 the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other shareholders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;

8.8.3 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance

whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer; and

8.8.4 the Board shall refuse registration of the proposed transferee if such transfer obliges the Vendor to procure the making of an offer in accordance with **Articles 9.1 to 9.5**, until such time as such offer has been made and, if accepted, completed.

## **9 CHANGE OF CONTROL Tag along**

- 9.1 Subject to **Article 9.2** if the effect of any transfer of Shares by a vendor would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the vendor shall procure the making, by the proposed transferee of the vendor's Shares, of a Come Along Offer to all of the other holders of Shares of the Company. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 20 Business Days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.
- 9.2 The provisions of **Article 9.1** and **9.6** shall not apply to any transfer of Shares pursuant to **Article 7** (other than **Article 7.2.3**);
- 9.3 "**Come Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase Shares held by the recipients of the offer or Shares which recipients may subscribe free from all liens, charges and encumbrances at a price per share equal to the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any transferee referred to in **Article 9.1** (or any person with whom such transferee is connected with or with whom such transferee is acting in concert) for Shares (inclusive of the Shares giving rise to the obligation to make the Come Along Offer) within the period of one year prior to and on the proposed date of completion of such transfer of Shares.
- 9.4 In the event of disagreement, the calculation of the relevant Come Along Offer price shall be referred to the Auditors and **Article 9.5** shall apply.

- 9.5 If any matter under these Articles is referred to the Auditors for determination then the Auditors shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and all the holders of Shares (in the absence of fraud or manifest error). The costs of Auditors shall be borne by the Company unless the Auditors shall otherwise determine.

#### **Drag along**

- 9.6 If holders of the A Ordinary Shares (in **Articles 9.6 and 9.7**, the "**Vendors**") wish to transfer their Shares in the Company (the "**Offer**") to any person (the "**Purchaser**"), then the Vendors shall also have the option to require all of the other holders of Shares, and any persons who become holders of Shares upon exercise of any options, warrants or other rights to subscribe for Shares which exist at the date of the Offer, to transfer all their Shares in the Company to the Purchaser, or as the Purchaser directs, by giving notice (the "**Drag Along Notice**") to that effect to all such other holders (the "**Called Shareholders**") specifying that the Called Shareholders are, or will, in accordance with **Articles 9.6 and 9.7**, be required to transfer their Shares pursuant to **Articles 9.6 and 9.7** free from all liens, charges and encumbrances at the price at which such Shares are proposed to be transferred.
- 9.7 If the Called Shareholders (or any of them) shall make default in transferring their Shares pursuant to **Articles 9.6 and 9.7**, the provisions of **Article 8.6** (references therein to the Vendor, Sale Shares, Allocation Notice and Member Applicant being read as references to the holder making such default, the Shares in respect of which such default is made, the Drag Along Notice and the Purchaser respectively) shall apply to the transfer of such Shares mutatis mutandis but the Transfer Price shall be the price offered for such Shares as set out in **Article 9.6** and the provisions of **Article 8.7** shall not apply.

### **10 COMPULSORY TRANSFERS**

- 10.1 In this **Article 10**, a "**Transfer Event**" means, in relation to a holder of Ordinary Shares and who is an individual, such member ceasing to be an employee of the Company.
- 10.2 Upon the happening of any Transfer Event, the member in question shall be deemed to have immediately given a Transfer Notice in respect of all the

Shares then held by him (a "**Deemed Transfer Notice**"). A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.

10.3 Notwithstanding any other provision of these Articles, any member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares between the date of the relevant Deemed Transfer Notice and the expiry of 3 months after the date of the Sale Notice given in respect of those Shares or, if earlier, the entry in the register of members of the Company of another person as the holder of those Shares.

10.4 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 10** as if they were Sale Shares in respect of which a Transfer Notice had been given save that:

10.4.1 a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event;

10.4.2 subject to **Article 10.5**, the Sale Price shall be a price per Sale Share agreed between the Vendor, and the holders of the A Ordinary Shares or, in default of agreement, within 15 Business Days after the date of the Transfer Event, the Leaver Price;

10.4.3 a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable;

10.4.4 the Vendor may retain any Sale Shares for which Purchasers are not found; and

10.4.5 the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event.

## 11 GENERAL MEETINGS

11.1 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Two persons, one being a holder of A Shares and the other a

holder of Ordinary Shares present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum, and regulation 41 of Table A shall be modified accordingly.

- 11.2 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly.

## **12 WRITTEN RESOLUTIONS**

- 12.1 In the case of a corporation which holds a share or shares in the capital of the Company, the signature of any director or the secretary of such corporation shall be sufficient for the purposes of any resolution in writing as is referred to in regulation 53 of Table A, and regulation 53 of Table A shall be modified accordingly.

## **13 RETIREMENT OF DIRECTORS**

- 13.1 The Directors shall not be liable to retire by rotation and, accordingly, the second and third sentences of regulation 79 of Table A shall not apply to the Company; in regulation 78 of Table A, the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

## **14 REMOVAL OF DIRECTORS**

The office of any Director shall be vacated if:

- 14.1 (in the case of an executive Director only) he shall, for whatever reason, cease to be employed by the Company or any subsidiary of the Company and he does not remain an employee of any other Group Company; or
- 14.2 all the other Directors request his resignation in writing;



and the provisions of regulation 81 of Table A shall be extended accordingly.

## **15 APPOINTMENT OF DIRECTORS**

- 15.1 The members holding a majority of the A Ordinary Shares may from time to time appoint any person or persons to be a director and from time to time remove such person(s) from office.
- 15.2 Any appointment or removal aforesaid shall be in writing served on the Company signed by the members holding a majority of the A Ordinary Shares and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier. Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative.

## **16 ALTERNATE DIRECTORS**

- 16.1 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.
- 16.2 A Director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every Director whom he represents (in addition to his own vote (if any) as a Director), but he shall count as only one for the purpose of determining whether a quorum is present at (and during) any such meeting.

## **17 PROCEEDINGS OF DIRECTORS**

- 17.1 The quorum for meetings of the Board shall be one.
- 17.2 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a

committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

## **18 THE SEAL**

- 18.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the secretary or a second Director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.
- 18.2 The Company may exercise the powers conferred by section 39 of the Companies Act with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

## **19 INDEMNITY**

- 19.1 Subject to the provisions of the Companies Act, every Director or other officer of the Company (other than the Auditors) shall be indemnified out of the assets of the Company against all costs, charges, expenses, 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 which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. 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 proper execution of the duties of his office or in relation thereto. This Article 24 shall only have effect in so far as its provisions are not avoided by section 310 of the Companies Act. The Board shall have power to purchase and maintain for any Director or other officer of the Company and the Auditors insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

## **20 BORROWING POWERS**

- 20.1 The Board 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, subject to the provisions of the Companies Act, 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.

## **21 LIEN**

- 21.1 The lien conferred by regulation 8 of Table A shall attach to all shares, whether or not fully paid up 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 of such share(s) or shall be one of two or more joint holders) and shall be for all moneys owing on any account whatsoever to the Company.