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## COMPANIES FORM No. 12

**12****Statutory Declaration of compliance  
with requirements on application  
for registration of a company**Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

For official use

Name of company

\* CURSITOR (ONE HUNDRED AND ELEVEN ) LIMITED

\* insert full  
name of CompanyI, PAULA WHITTAKER  
of Ground Floor, 2-3 Cursitor Street, London, EC4A 1NE† delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†  
[person named as director or secretary of the company in the statement delivered to the registrar under  
section 10(2)(b)] and that all the requirements of the above Act in respect of the registration of the above  
company and of matters precedent and incidental to it have been complied with,

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835

Declared at Hole Court, Lincoln's  
Sqn, London WC8A  
3UL

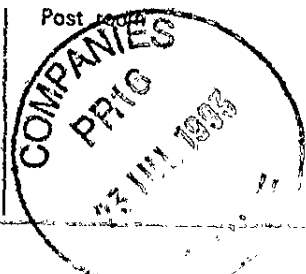
Declarant to sign below

Paula Whitakerthe 21<sup>st</sup> day of JULY  
One thousand nine hundred and ninety-three  
before me Beak (L.Y. CLARK)

A Commissioner for Oaths or Notary Public or Justice of  
the Peace or Solicitor having the powers conferred on a  
Commissioner for Oaths.

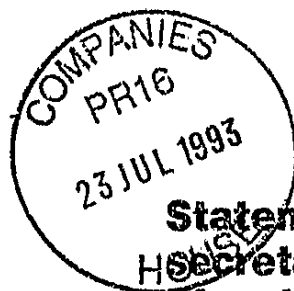
Presentor's name address and  
reference (if any):Hopkins & Wood  
2-3 Cursitor Street  
London  
EC4A 1NERef: KRJ/PWFor official Use  
New Companies Section

Post to:





**OYEZ**  
CHA1



**10**

**Statement of first directors and  
Secretary and intended situation  
of registered office**

This form should be completed in black.

<input checked="" type="checkbox"/> <b>CN</b>	For official use <input type="checkbox"/>
Company name (in full) <u>CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED</u>	

Registered office of the company on incorporation.

<input checked="" type="checkbox"/> <b>RO</b>	<u>GROUND FLOOR</u>
	<u>2-3 CURSITOR STREET</u>
	Post town <u></u>
	County/Region <u>LONDON</u>
	Postcode <u>EC4A 1NE</u>

If the memorandum is delivered by an agent for the subscribers of the memorandum mark 'X' in the box opposite and give the agent's name and address.

☒

	Name <u>Hopkins &amp; Wood</u>
<input checked="" type="checkbox"/> <b>RA</b>	<u>2-3 Cursitor Street</u>
	Post town <u>London</u>
	County/Region <u></u>
	Postcode <u>EC4A 1NE</u>

Number of continuation sheets attached ☐

To whom should Companies House direct any enquiries about the information shown in this form?

<del>K-R JAMESON</del> <u>HOPKINS &amp; WOOD</u>	
<u>2-3 CURSITOR STREET</u>	
<u>LONDON</u>	Postcode <u>EC4A 1NE</u>
Telephone <u>071 404 0475</u>	Extension <u></u>

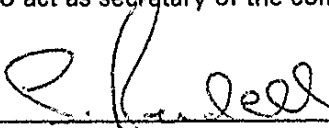
**Company Secretary** (See notes 1 - 5)

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

**Consent signature**

<b>CS</b>	CURSITOR SECRETARIAL SERVICES, LIMITED
<b>AD</b>	2-3 CURSITOR STREET
Post town	LONDON
County/Region	
Postcode	EC4A 1NE
Country	ENGLAND
I consent to act as secretary of the company named on page 1	
Signed	
Date	21/7/93
for Cursitor Secretarial Services Limited	

**Directors** (See notes 1 - 5)

Please list directors in alphabetical order.

Name \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname


**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth  
Business occupation  
Other directorships

\* Voluntary details

**Consent signature**

<b>CD</b>	CURSITOR SECRETARIAL SERVICES LIMITED
<b>AD</b>	2-3 CURISTOR STREET
Post town	LONDON
County/Region	
Postcode	EC4A 1NE
Country	ENGLAND
<b>DO</b>	
Nationality	<b>NA</b>
<b>OC</b>	
<b>OD</b>	
I consent to act as director of the company named on page 1	
Signed	
Date	21/7/93
for Cursitor Secretarial Services Limited	

**Directors** (continued)

(See notes 1 - 5)

**Name**                      \*Style/Title

Forenames

Surname

\*Honours etc

Previous forenames

Previous surname

**Address**

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

Date of birth

Business occupation

Other directorships

\* Voluntary details

**Consent signature****CD** CURSITOR NOMINEES LIMITED**AD** 2-3 CURSITOR STREET

Post town LONDON

County/Region

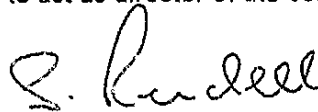
Postcode EC4A 1NE

Country ENGLAND

**DO**Nationality **NA****OC****OD**

I consent to act as director of the company named on page 1

Signed



Date

21/7/93

for Cursitor Nominees Limited

Delete if the form  
is signed by the  
subscribers.

Signature of agent on behalf of all subscribers

Date

21/7/93

Delete if the form  
is signed by an  
agent on behalf of  
all the subscribers.

All the subscribers  
must sign either  
personally or by a  
person or persons  
authorised to sign  
for them.

Signed

Date

for and on behalf of Cursitor Secretarial Services  
Limited

Signed

Date

for and on behalf of Cursitor Nominees Limited

Signed

Date

Signed

Date

Signed

Date

Signed

Date

2840892



The Companies Act 1985  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
of  
CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED

1. The Company's name is CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

145931

- a) to carry on business as a general commercial company; and to carry on all or any of the businesses of general merchants and traders, manufacturers, assemblers, distributors, importers, exporters, merchants, factors and shippers of, and wholesale and retail dealers in, goods, wares, produce, products, commodities, fancy goods, handicrafts, and merchandise of every description, to act as agents for and to enter into agreements and arrangements of all kinds on behalf of such persons, firms or companies as may be thought expedient, and to negotiate, assign and mortgage or pledge for cash or otherwise, any such agreements and the payments due thereunder and any property the subject thereof, to carry on all or any of the businesses of mail order specialists, credit and discount traders, cash and carry traders, manufacturers' agents, commission and general agents, brokers, factors, warehousemen, and agents in respect of raw materials and manufactured goods of all kinds, and general railway, shipping and forwarding agents and transport contractors; to create, establish, build up, and maintain an organisation for the marketing, selling, retailing, servicing, advertisement, distribution or introduction of the products, merchandise, goods, wares, and commodities dealt in or services rendered by any person, firm or company, and to participate in, undertake, perform and carry out all kinds of commercial, trading and financial operations and all or any of the operations ordinarily performed by import, export and general merchants, factors,



shippers, agents, traders, distributors, capitalists and financiers, either on the Company's own account or otherwise; and to open and establish shops, stalls, stores, markets and depots for the sale, collection and distribution of the goods dealt in by the Company;

- b) to carry on the business of an investment company, and for that, or any other, purpose to acquire and hold either in the name of the company or otherwise any shares, stocks, debentures, debenture stock, bonds, notes, obligations, warrants, options and securities issued or guaranteed by any company, or issued or guaranteed by any government, public body or authority in any part of the world;
- c) to exercise and enforce all rights and powers conferred by or incidental to the ownership of any investment of the company; and to provide managerial, administrative, supervisory and consult or any other services for or in relation to any company in which the company is interested and for any other company firm or person;
- d) to carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or ancillary to any of the above businesses or the general business of the Company, or further any of its objects;
- e) to purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient;
- f) to erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's business, and to contribute to or subsidise the erection, construction and maintenance of any of the above;
- g) to borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society;

- h) to mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance;
- i) to issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly;
- j) to guarantee or otherwise support or secure either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking property assets rights and revenues present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of the payment of any moneys whatsoever (including but not limited to principal, interest and other liabilities) or any borrowings or acceptance credits and capital, premiums dividends, costs and expenses, on any stocks, shares or securities by any person, firm or company including but not limited to any company which is for the time being a holding company or a subsidiary (both as defined by section 736 of the Companies Act 1985) of the Company or of the Company's holding company;
- k) to receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation;
- l) to make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for any person or corporation or firm;
- m) to grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or the dependants or relations of such

persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependants or relations, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or its officers or employees;

- n) to draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- o) to invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined;
- p) to pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine;
- q) to accept payment of any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- r) to enter into any partnership or joint venture or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this



Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company;

- s) to establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and 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 and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company;
- t) to purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which the Company is authorised to carry on;
- u) 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 the Company may think fit;
- v) to amalgamate with any other company whose objects are to include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement in the nature of partnership, or in any other manner;
- w) 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;

- x) to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise; and
- y) to do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that (a) the objects set forth in each subclause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and (b) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (c) except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this clause, or the objects in such other paragraph specified, or the powers thereby conferred.

- 4. The liability of the members is limited.
- 5. The Share Capital of the Company is £100 divided into one hundred shares of £1 each.

- x) to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise; and
- y) to do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that (a) the objects set forth in each subclause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and (b) the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate and whether domiciled in the United Kingdom or elsewhere, and (c) except where the context expressly so requires, none of the several paragraphs of this clause, or the objects therein specified, or the powers thereby conferred shall be limited by, or be deemed merely subsidiary or auxiliary to, any other paragraph of this clause, or the objects in such other paragraph specified, or the powers thereby conferred.

- 4. The liability of the members is limited.
- 5. The Share Capital of the Company is £100 divided into one hundred 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.

---

NAMES AND  
ADDRESSES OF  
SUBSCRIBERS

Number of Shares  
taken by each  
Subscriber

---

For and on behalf of:  
Cursitor Nominees Limited  
2/3 Cursitor Street,  
London, EC4A 1NE



ONE

For and on behalf of:  
Cursitor Secretarial  
Services Limited  
2/3 Cursitor Street,  
London, EC4A 1NE



ONE

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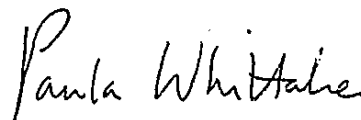
TOTAL SHARES TAKEN

TWO

---

Dated this 21 day of July 1993

Witness to the above Signatures:-



Paula Whittaker  
2-3 Cursitor Street  
London EC4A 1NE

FEPW:348

The Companies Act 1985  
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

-o-  
-o-

CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED

(Registered No                      )

PRELIMINARY

1 In these Articles:

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985;

"the Act" means the Companies Act 1985 including any statutory modifications or re-enactment thereof for the time being in force;

"Regulations" means regulations of Table A; and

"the Parent" means the corporation (if any) which is the holder of a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right to vote at general meetings of the Company.

2 The regulations in Table A shall apply to the Company save in so far as they are excluded or modified by or inconsistent with the Articles set out below and such regulations and articles shall be the Articles of Association of the Company.

3 The following provisions of Table A shall not apply to the Company: regulations 3, 24, 25, 26, 41, 64-66 (inclusive), 73-78 (inclusive), 80, 81, 89, 94-98 (inclusive); and in regulation 62(a): the words "not less than 48 hours"; in regulation 62(b): the words "not less than 24 hours".

SHARES

4 The share capital of the Company is £100 divided into 100 Ordinary Shares of £1 each.

- 5     a)     The directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 80(2) of the Act) of the Company to such persons and generally on such terms and conditions as the directors think proper.
- b)     The general authority conferred by paragraph (a) of this Article shall extend to the amount of the authorised share capital of the Company at the date of incorporation. The said authority will expire on the fifth anniversary of the date of incorporation unless renewed, varied or revoked by the Company in general meeting in accordance with the said Section 80.
- c)     The directors shall be entitled under the general authority conferred by paragraph (a) or any renewal thereof of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.
- 6     The pre-emption provisions of section 89(1) of the Act and the provisions of sections 90(1) to 90(6) inclusive shall not apply to any allotment of the Company's equity securities.
- 7     The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited; and
- 8     The Company shall not have power to issue share warrants to bearer.

#### **TRANSFER OF SHARES**

- 9     The directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share, whether or not it is a fully paid share.

#### **NOTICE OF GENERAL MEETING**

- 10    In every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a member. All notices and other communications relating to a general meeting which any member is entitled to receive shall also be sent to the auditors of the Company for the time being, but shall not also be sent to the directors of the Company in their capacity as such. Regulation 38 shall be modified accordingly.

## PROCEEDINGS AT GENERAL MEETINGS

- 11 No business shall be transacted at any meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 12 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 be handed to the chairman immediately before the meeting and Regulation 62 shall be modified accordingly.

## DECISIONS BY A SOLE MEMBER

- 13 Where the Company only has one member of the Company and that member takes any decision which may be taken by the Company in General Meeting and which is to take effect as if agreed by the Company in general meeting, he shall (unless that decision is taken by a written resolution) provide the Company with a written record of that decision.

## ALTERNATE DIRECTORS

- 14 Any director (other than an alternate director) may appoint any other director or any other person approved by the Parent and willing to act to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director may represent one or more directors. An alternate director shall forthwith cease to be an alternate director if his appointor ceases for any reason to be a director.
- 15 An alternate director shall be entitled:
  - a) to receive notice of all meetings of directors and of all committees of directors of which his appointor is a member and to attend any such meeting;
  - b) to one vote for every director who he represents who is not personally present in addition to his own vote (if any) as a director at any meeting of the directors or of any committee of directors; and
  - c) to sign a resolution in writing of the directors on behalf of every director whom he represents as well as on his own account if he himself is a director.

An alternate director shall if he is absent from the United Kingdom be entitled to receive notices of meetings of directors or of committees of which his appointor is a

member. At such meetings an alternative director shall count as only one for the purposes of determining whether a quorum is present.

- 16 An alternate director shall be entitled generally to perform all the functions of his appointor as director in his absence but shall not as an alternate director be entitled to receive any remuneration from the Company, save that he may be paid by the Company that part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the Company from time to time direct.
- 17 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence:

"The appointment of an alternate director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as director".

- 18 A director may vote (and be included for the purpose of quorum at any meeting at which the same is considered) on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding the fact that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company provided that he has disclosed to all the other directors the nature and extent of any such interest, and he may retain for his own absolute use and benefit all profits and advantages accruing to him in respect of that transaction, arrangement or matter.

#### INTERESTS OF DIRECTORS

- 19 Where the Company enters into a contract with the sole member of the Company and the sole member is also a director of the Company, the Company shall, unless the contract is in writing, ensure that the terms of the contract are set out in a written memorandum.
- 20 For the purposes of these Articles, a sole member who is a shadow director is treated as a director.



## APPOINTMENT AND REMOVAL OF DIRECTORS

- 21 A director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a director by reason of his attaining the age of seventy or any other age.
- 22 Unless and until otherwise determined by the Company in General Meeting the number of the directors shall not be less than one nor more than six. The first directors of the Company will be the person or persons named in the Statement delivered to the Registrar of Companies in accordance with Section 10 of the Companies Act 1985.
- 23 If the number of directors is less than fixed as the quorum the continuing directors or director may only act for the purpose of appointing director to fill a casual vacancy.
- 24 The Parent may appoint any person who is willing to act as a director either to fill a casual vacancy or as an additional director, or remove any director from office. Every such appointment or removal shall be in writing and signed by or on behalf of the Parent and shall take effect forthwith upon receipt at the registered office of the company or by the secretary or such later time (if any) specified in the memorandum.
- 25 The directors shall have power to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, subject to any maximum for the time being in force.
- 26 A director appointed to fill a casual vacancy or as an additional director shall not be required to retire from office at the next annual general meeting.
- 27 No person shall be elected a director at any general meeting unless:
  - i) he is recommended by the directors; or
  - ii) not less than fourteen nor more than thirty five clear days before the date of the meeting, a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.

## PROCEEDINGS OF DIRECTORS

- 28 No meeting of the directors shall be held (except with the unanimous consent of all the directors of the Company) until seven clear days after notice of meeting

has been given in writing to each director specifying the business to be conducted at that meeting. Business (other than the business specified in the notice of the meeting) may only be conducted at the meeting with the unanimous consent of all the directors of the Company. A notice of meeting of the directors shall be given by post or telex or otherwise as agreed with each director and each director shall notify the Company of a postal or telex address for this purpose. Such notice of a meeting shall be deemed to have been given if the notice was properly addressed in accordance with the postal or telex or any other address specified by the director:

- a) in the case of a letter sent by post, on the third business day after posting; and
- b) in the case of a telex or other electronic transmission, on the business day immediately following the date of despatch.

29 Unless otherwise decided by the directors, the quorum for the transaction of the business of the directors shall be two or, if there is only one director in office the quorum shall be one, provided that if during a meeting of the directors such a quorum ceases to be present the meeting shall stand adjourned until such time and place as all the directors of the Company may agree. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

30 A resolution which has been agreed upon and signed by all of the directors for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) that committee of directors duly convened and held and may consist of several documents in like form each signed by one or more of the directors and for this purpose:

- a) a resolution to which an alternate director has agreed need not also be agreed by his appointor; and
- b) a resolution to which a director who has appointed an alternate director has agreed need not also be agreed to by the alternate director in that capacity.

31 A director absent or intending to be absent from the United Kingdom may request the directors during his absence to send notice of meetings of the directors to him at such address within the United Kingdom as he may give to the Company for this purpose. The third sentence of Regulation 88 shall not apply.

- 32 Without prejudice to the first sentence of Regulation 88 of Table A, a meeting of the directors or of a committee of the directors may consist of a conference between a quorum of directors who are not all in one place, but of whom each is able (whether by telephonic communication or otherwise) to speak and be heard by each one of the others; and the word meeting in these Articles and in Table A shall be construed accordingly. A person so participating shall be deemed to be present in person at such 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.

#### **BORROWING**

- 33 The Directors may exercise all the powers of the Company to borrow or raise money or to guarantee and to mortgage or charge its undertaking, property, assets, rights and revenues and uncalled capital or any part thereof and to issue and create debentures, debenture stock, mortgages, charges and other securities as security for any debt, liability or obligation of the Company or any third party.

#### **DISQUALIFICATION OF DIRECTORS**

- 34 The office of a director shall be vacated if he:
- a) ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
  - b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - c) in the opinion of all the other directors becomes incapable by reason of mental disorder or illness or injury of discharging his duties as a director; or
  - d) resigns his office by notice to the Company.

#### **ISSUE OF REDEEMABLE SHARES**

- 35 Subject to the provisions of the Companies Act 1985, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as shall be determined by the Company in general meeting.

#### **INSURANCE AND INDEMNITY**

- 36 The Company shall with the written consent of the Parent be entitled to purchase and maintain insurance for any

- officer or auditor of the Company against any liability attaching to such persons in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
- 37 Subject to the provisions of the Act, the Company may with the written consent of the Parent indemnify every director, auditor or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer or auditor of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under section 144(3) or (4) or section 727 of the Act in which relief is granted to him by the court.

#### NOTICES

- 38 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address.

We, the Subscribers to these Articles of Association, wish to be formed into a Company pursuant to these Articles of Association, and we agree to take the number of shares shown opposite our respective names.

---

NAMES AND  
ADDRESSES OF  
SUBSCRIBERS

Number of Shares  
taken by each  
Subscriber

---

For and on behalf of:  
Cursitor Nominees Limited  
2/3 Cursitor Street,  
London, EC4A 1NE

*E. Rudell*

ONE

For and on behalf of:  
Cursitor Secretarial  
Services Limited  
2/3 Cursitor Street,  
London, EC4A 1NE

*E. Rudell*

ONE

---

TOTAL SHARES TAKEN

TWO

---

Dated this 21 day of July 1993

Witness to the above Signatures:-

Paula Whittaker  
2-3 Cursitor Street  
London EC4A 1NE

*Paula Whittaker*

FEPW:347

**FILE COPY**



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

No. 2840892

I hereby certify that

**CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED**

is this day incorporated under the Companies Act 1985 as  
a private company and that the Company is limited.

Given under my hand at the Companies Registration Office,  
Cardiff the 30 JULY 1993

  
A. F. FLETCHER

an authorised officer

2840892

CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED

AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company held at THE JAMES KING-PENKISTAGE on 23 day of August 1993 at 8.00 am/pm the following resolutions were duly passed as Special Resolutions:-

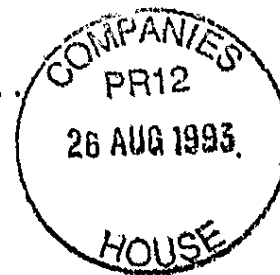
SPECIAL RESOLUTIONS

1. Approval of share allotment and share subscription and exclusion of pre-emption rights

- (A) That the directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot and dispose of or grant options over the Company's shares to such persons, on such terms and in such manner as they think fit up to a total issued share capital of the Company of £100 at any time during the period of five years from the date hereof;
- (B) That by virtue of Section 95(1) of the Companies Act 1985, sections 89(1) and 90(1) to (6) shall not apply to the allotment or issue of shares pursuant to the authority conferred by the preceding paragraph of this resolution which shall be made without regard to any rights of pre-emption contained in the Articles of Association of the Company.
- (C) That the subscription by the following persons for the number of ordinary shares in the Company set opposite their respective names be and is hereby approved:-

Name	No of Ordinary Shares of £1 each
Stephen Boyes	39
William Li	39
David Jackson	10
Stephen Bowler	10

.....  
Chairman



24/9

Company No. 2840892

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED



At an EXTRAORDINARY GENERAL MEETING of the Company held at  
GATWICK HILTON, CRAWLEY on 15TH SEPTEMBER  
1993 the following Resolution was passed as a Special  
Resolution.

SPECIAL RESOLUTION

THAT: the name of the Company be changed to  
DSB Special Batteries Limited

.....  
Chairman



FILE COPY



**CERTIFICATE OF INCORPORATION  
ON CHANGE OF NAME**

No. 2840892

I hereby certify that

**CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED**

having by special resolution changed its name,  
is now incorporated under the name of

**DSB SPECIAL BATTERIES LIMITED**

Given under my hand at the Companies Registration Office,  
Cardiff the 24 SEPTEMBER 1993

  
M.LEWIS

an authorised officer

03-11-93

2840872

CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED

AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company held at *Rutten House, Croydon, Surrey, West Sussex* on *8<sup>th</sup>* day of *September* 1993 at *8-05* am/pm the following resolutions were duly passed as Special Resolutions:-

SPECIAL RESOLUTIONS

1 Increase in authorised capital

That the authorised share capital of the Company be hereby increased from £100 to £200 by the creation of 100 Ordinary Shares of £1 each ranking pari passu in all respects with the existing 100 Ordinary Shares of £1 each.

2 Approval of share allotment

That the directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot and dispose of or grant options over the Company's shares to such persons, on such terms and in such manner as they think fit up to a total issued share capital of the Company of £200 at any time during the period of five years from the date hereof;

.....  
Chairman



2640812

## DSB SPECIAL BATTERIES LIMITED

AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company held at 100 New Bridge Street, London on 7<sup>th</sup> day of October 1993 at 12.35 am/pm the following resolutions were duly passed as Special Resolutions:-

### SPECIAL RESOLUTIONS

1 Increase in authorised capital

That the authorised share capital of the Company be hereby increased from £200 to £50,000 by the creation of 49,800 Ordinary Shares of £1 each ranking pari passu in all respects with the existing 200 Ordinary Shares of £1 each, all such shares having the rights set out in the Articles of Association of the Company as proposed to be adopted by the resolution set out below.

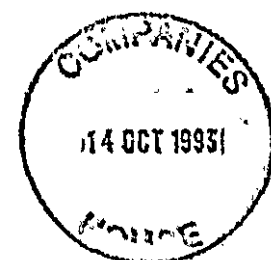
2 Approval of share allotment

That the directors are unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 to allot and dispose of or grant options over the Company's shares to such persons, on such terms and in such manner as they think fit up to a total issued share capital of the Company of £50,000 at any time during the period of five years from the date hereof.

3 Adoption of New Articles of Association

That the Articles of Association contained in the printed document produced to the Meeting marked "A" and for the purpose of identification signed by the Chairman thereof be and the same are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

.....  
Chairman



240892

CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED

AT AN EXTRAORDINARY GENERAL MEETING of the above-named Company held at *Ruler House Compton Way, Crawley, West Sussex* on *8<sup>th</sup>* day of *September* 1993 at *9.35* am/pm the following resolution was duly passed as a Special Resolution:-

SPECIAL RESOLUTION

- 1 Approval of share allotment and share subscription and exclusion of pre-emption rights
- (A) That by virtue of Section 95(1) of the Companies Act 1985, sections 89(1) and 90(1) to (6) shall not apply to the allotment or issue of 50 Ordinary Shares of £1 each which are unissued at the date hereof which shall be made without regard to any rights of pre-emption contained in the Articles of Association of the Company;
- (B) That the subscription by the following persons for the number of Ordinary Shares in the Company set opposite their respective names be and is hereby approved:-

Name	No of Ordinary Shares of £1 each
David Jackson	25
Stephen Bowler	25
	<u>50</u>

*HB*  
.....  
Chairman

0 3 - 9 5  
"A" 2840892  
The Companies Act 1985 *Stephen Bay*

Private Company Limited by Shares

ARTICLES OF ASSOCIATION

-of-

DSB SPECIAL BATTERIES LIMITED

(Registered No 2840892)

PRELIMINARY

1 In these Articles:

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985;

"the Act" means the Companies Act 1985 including any statutory modifications or re-enactment thereof for the time being in force;

"Regulations" means regulations of Table A; and

2 The regulations in Table A shall apply to the Company save in so far as they are excluded or modified by or inconsistent with the Articles set out below and such regulations and articles shall be the Articles of Association of the Company.

3 The following provisions of Table A shall not apply to the Company: regulations 3, 24, 25, 26, 41, 64-66 (inclusive), 73-78 (inclusive), 80, 81, 89, 94-98 (inclusive); and in regulation 62(a): the words "not less than 48 hours"; in regulation 62(b): the words "not less than 24 hours".



## SHARES

- 4        The share capital of the Company is £50,000 divided into 50,000 Ordinary Shares of £1 each.
- 5        a)        The directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 80(2) of the Act) of the Company to such persons and generally on such terms and conditions as the directors think proper.
- b)        The general authority conferred by paragraph (a) of this Article shall extend to the amount of the authorised share capital of the Company at the date of incorporation. The said authority will expire on the fifth anniversary of the date of incorporation unless renewed, varied or revoked by the Company in general meeting in accordance with the said Section 80.
- c)        The directors shall be entitled under the general authority conferred by paragraph (a) or any renewal thereof of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.
- 6        The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited; and
- 7        The Company shall not have power to issue share warrants to bearer.

## VOTING

- 8        Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these articles of association, on a show of hands every member who is present in person shall have one vote,

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and on a poll every member who is present in person or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

#### TRANSFER OF SHARES

9 The directors shall refuse to register any transfer of shares made in contravention of the provisions of these articles but shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

10

10.1

For the purposes of these articles:-

- a) 'Privileged Relation' in relation to a member means the spouse or widow or widower of the member and the member's child en and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children;
- b) 'Family Trust' in relation to any member means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that member and/or a Privileged Relation of that member and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or such member or his Privileged Relations
- c) 'settlor' includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member

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- 10.2 Notwithstanding any other provision in these articles any member who is a member at the date of adoption of these Articles may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust
- 10.3 Where any shares are held by trustees upon a Family Trust:-
- a) on any change of trustees such shares may be transferred to the new trustees of that Family Trust;
  - b) such Shares may be transferred at any time to the settlor or to another Family Trust of the settlor or to any Privileged Relation of the settlor; and
  - c) if and whenever any such shares cease to be held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to another Family Trust of the settlor or to any Privileged Relation of the settlor) a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders thereof and such shares may not otherwise be transferred;
  - d) for the purposes of this article the expression 'relevant shares' means and includes the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

11

- 11.1 Save as otherwise provided in these articles every member who desires to transfer any shares or any beneficial interest therein (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire (hereinafter called a 'Transfer Notice'). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares specified therein (hereinafter called 'the Sale Shares') in one or more lots at the



discretion of the directors to all the holders of ordinary shares in the Company (such shares being hereinafter in this article referred to as 'Equity Shares') other than the Vendor at the Sale Price. The Sale Price shall be a price agreed by the Vendor and the directors or if the Vendor and the directors are unable to agree a price within 28 days of the Transfer Notice being given or if the Transfer Notice is a deemed Transfer Notice the price which a chartered accountant (acting as an expert and not as an arbitrator) nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales shall by writing under his hand certify to be in his opinion a fair value thereof on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. Save for shares sold pursuant to a deemed Transfer Notice the Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company.

11.2

If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and save for shares sold pursuant to a deemed Transfer Notice the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. During the period of two years from the date of adoption of these Articles of Association, the fair value shall be deemed to be the nominal value of the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the cost.

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- 11.3 Upon the price being fixed as aforesaid and provided the Vendor shall not give valid notice of cancellation the Company shall forthwith offer the Sale Shares to all holders of Equity Shares (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of Equity Shares held by such members giving details of the number and the Sale Price of such Sale Shares. The Company shall invite each such member as aforesaid to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said period of twenty-one days there are any Sale Shares offered which any of the members hereinbefore mentioned have not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be in proportion to existing numbers of Equity Shares then held by such members which offer shall remain open for a further period of twenty-one days.
- 11.4 If the Company shall pursuant to the above provisions of this article find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.
- 11.5 If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this article the Vendor shall at any time within six months after the final offer by the Company to its

members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the Sale Price.

- 11.6 The foregoing provisions of this article shall not apply to a transfer if the holders of at least 70% of the ordinary shares so direct in writing and the directors shall be obliged to register any such transfer.
- 11.7 Unless the Company in general meeting by a resolution passed by the holders of at least 70% of the ordinary shares otherwise resolves within the 28 day period hereinafter referred to, forthwith upon the expiration of 28 days after the date upon which a member who is for the time being a Director or an employee of the Company ceases to be a Director or an employee of the Company (or, if such a person is both an employee and a Director of the Company, the date upon which he ceases to be either an employee or a Director of the Company) shall be bound to give the Company a Transfer Notice in respect of a deemed proposed sale of all the shares registered in his name and (in the absence of such a special resolution by the Company in general meeting) if he fails to give such a Transfer Notice a Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of Article 12 shall mutatis mutandis apply.
- 11.8 Unless the Company in general meeting by a resolution passed by the holders of at least 70% of the ordinary shares otherwise resolves within the 28 day period hereinafter referred to, upon the expiration of 28 days after the date on which a person who is the beneficial owner of shares in the Company which are registered in the name of a nominee for him ceases to be a Director or an employee of the Company (or, if such person is both an employee and a Director of the Company, the date on which he ceases to be either an employee or a Director of the Company) such nominee shall be bound to give the Company a Transfer Notice in respect of a deemed proposed sale of all the shares registered in his name and (in the absence of such a special resolution by the Company in general meeting) if he fails to give such a Transfer Notice a Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of Article 12 shall mutatis mutandis apply.

## NOTICE OF GENERAL MEETING

- 12 In every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a member. All notices and other communications relating to a general meeting which any member is entitled to receive shall also be sent to the auditors of the Company for the time being, but shall not also be sent to the directors of the Company in their capacity as such. Regulation 38 shall be modified accordingly.

## PROCEEDINGS AT GENERAL MEETINGS

- 13 No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 14 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 be handed to the chairman immediately before the meeting and Regulation 62 shall be modified accordingly.

## DECISIONS BY A SOLE MEMBER

- 15 Where the Company only has one member of the Company and that member takes any decision which may be taken by the Company in General Meeting and which is to take effect as if agreed by the Company in general meeting, he shall (unless that decision is taken by a written resolution) provide the Company with a written record of that decision.

## ALTERNATE DIRECTORS

- 16 Any director (other than an alternate director) may appoint any other director or any other person approved by the Board of Directors of the Company and willing to act to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director may represent one or more directors. An alternate director shall forthwith cease to be an alternate director if his appointment ceases for any reason to be a director.
- 17 An alternate director shall be entitled:
- a) to receive notice of all meetings of directors and of all committees of directors of which his appointor is a member and to attend any such meeting;
  - b) to one vote for every director who he represents who is not personally present in addition to his own vote (if any) as a director at any meeting of the directors or of any committee of directors; and
  - c) to sign a resolution in writing of the directors on behalf of every director whom he represents as well as on his own account if he himself is a director.
- An alternate director shall if he is absent from the United Kingdom be entitled to receive notices of meetings of directors or of committees of which his appointor is a member. At such meetings an alternate director shall count as only one for the purposes of determining whether a quorum is present.
- 18 An alternate director shall be entitled generally to perform all the functions of his appointor as director in his absence but shall not as an alternate director be entitled to receive any remuneration from the Company, save that he may be paid by the Company that part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the Company from time to time direct.

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19 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.

At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence:

"The appointment of an alternate director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as director".

20 A director may vote (and be included for the purpose of quorum at any meeting at which the same is considered) on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding the fact that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company provided that he has disclosed to all the other directors the nature and extent of any such interest, and he may retain for his own absolute use and benefit all profits and advantages accruing to him in respect of that transaction, arrangement or matter.

#### INTERESTS OF DIRECTORS

21 Where the Company enters into a contract with the sole member of the Company and the sole member is also a director of the Company, the Company shall, unless the contract is in writing, ensure that the terms of the contract are set out in a written memorandum.

22 For the purposes of these Articles, a sole member who is a shadow director is treated as a director.

## APPOINTMENT AND REMOVAL OF DIRECTORS

- 23 A director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a director by reason of his attaining the age of seventy or any other age.
- 24 Unless and until otherwise determined by the Company in General Meeting the number of the directors shall not be less than one nor more than six. The first directors of the Company will be the person or persons named in the Statement delivered to the Registrar of Companies in accordance with Section 10 of the Companies Act 1985.
- 25 If the number of directors is less than fixed as the quorum the continuing directors or director may only act for the purpose of appointing director to fill a casual vacancy.
- 26 The directors shall have power to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, subject to any maximum for the time being in force.
- 27 A director appointed to fill a casual vacancy or as an additional director shall not be required to retire from office at the next annual general meeting.
- 28 No person shall be elected a director at any general meeting unless:
- i) he is recommended by the directors; or
  - ii) not less than fourteen nor more than thirty five clear days before the date of the meeting, a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.

PROCEEDINGS OF DIRECTORS

29 No meeting of the directors shall be held (except with the unanimous consent of all the directors of the Company) until seven clear days after notice of meeting has been given in writing to each director specifying the business to be conducted at that meeting. Business (other than the business specified in the notice of the meeting) may only be conducted at the meeting with the majority consent of all the directors of the Company. A notice of meeting of the directors shall be given by post or telex or otherwise as agreed with each director and each director shall notify the Company of a postal or telex address for this purpose. Such notice of a meeting shall be deemed to have been given if the notice was properly addressed in accordance with the postal or telex or any other address specified by the director:

- a) in the case of a letter sent by post, on the third business day after posting; and
- b) in the case of a telex or other electronic transmission, on the business day immediately following the date of despatch.

30 Unless otherwise decided by the directors, the quorum for the transaction of the business of the directors shall be three or, if there is only one director in office the quorum shall be one, provided that if during a meeting of the directors such a quorum ceases to be present the meeting shall stand adjourned until such time and place as all the directors of the Company may agree. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

31 A resolution which has been agreed upon and signed by all of the directors for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) that committee of directors duly convened and held and may consist of several documents in like form each signed by one or more of the directors and for this purpose;



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- a) a resolution to which an alternate director has agreed need not also be agreed by his appointor; and
  - b) a resolution to which a director who has appointed an alternate director has agreed need not also be agreed to by the alternate director in that capacity.

- 32 A director absent or intending to be absent from the United Kingdom may request the directors during his absence to send notice of meetings of the directors to him at such address within the United Kingdom as he may give to the Company for this purpose. The third sentence of Regulation 88 shall not apply.
- 33 Without prejudice to the first sentence of Regulation 88 of Table A, a meeting of the directors or of a committee of the directors may consist of a conference between a quorum of directors who are not all in one place, but of whom each is able (whether by telephonic communication or otherwise) to speak and be heard by each one of the others; and the word meeting in these Articles and in Table A shall be construed accordingly. A person so participating shall be deemed to be present in person at such 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.
- 34 The Directors shall meet together at least 6 times in every year.

#### BORROWING

- 35 The directors may exercise all the powers of the Company to borrow or raise money or to guarantee and to mortgage or charge its undertaking, property, assets, rights and revenues and uncalled capital or any part thereof and to issue and create debentures, debenture stock, mortgages, charges and other securities as security for any debt, liability or obligation of the Company or any third party.

### DISQUALIFICATION OF DIRECTORS

- 36 The office of a director shall be vacated if he:
- a) ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
  - b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - c) in the opinion of all the other directors becomes incapable by reason of mental disorder or illness or injury of discharging his duties as a director; or
  - d) resigns his office by notice to the Company.

### ISSUE OF REDEEMABLE SHARES

- 37 Subject to the provisions of the Companies Act 1985, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as shall be determined by the Company in general meeting.

### INSURANCE AND INDEMNITY

- 38 The Company shall be entitled to purchase and maintain insurance for any officer or auditor of the Company against any liability attaching to such persons in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
- 39 Subject to the provisions of the Act, the Company may indemnify every director, auditor or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him

U3-1-93

as an officer or auditor of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his party) 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.

#### NOTICES

- 40 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address.

**G**

COMPANIES FORM No. 123

**Notice of increase  
in nominal capital****123**Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use Company number

Name of company

[ ] [ ] [ ] [ ]

2840892

\* Insert full name  
of company

\* DSB SPECIAL BATTERIES LIMITED

giver notice in accordance with section 123 of the above Act that by resolution of the company  
dated X 7 X October 1993 the nominal capital of the company has been  
increased by £ 49,800 beyond the registered capital of £ 200.

† The copy must be  
printed or in some  
other form approved  
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follows:

As per the Company's Articles of Association.

Please tick here if  
continued overleaf☐Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

Signed



Designations

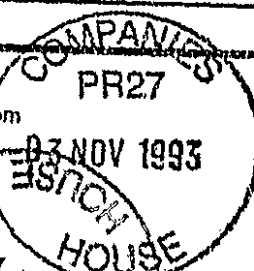
Director

Date 7<sup>th</sup> October 1993Presenter's name, address and  
reference (if any):Hopkins & Wood  
2-3 Cursitor Street  
London EC4A 1NE

Ref: RWG/lc/115/D/1

For official use  
General section

Post room



The Solicitors' Law Stationery Society Ltd, Oyez House, 27 Crimscott Street, London SE1 6TS

Companies G123

1987 Edition  
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5017157

**G**

COMPANIES FORM No. 123

**Notice of increase  
in nominal capital****123**Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

2840892

Name of company

\*Insert full name  
of company

\* CURSITOR (ONE HUNDRED AND ELEVEN) LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 8<sup>th</sup> September 1993 the nominal capital of the company has been  
increased by £ 100 beyond the registered capital of £ 100.

†The copy must be  
printed or in some  
other form approved  
by the registrar

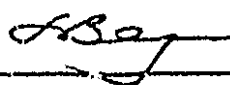
A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follows:

As per the Company's Articles of Association.

Please tick here if  
continued overleaf☐Insert Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or Receiver  
(Scotland) as  
appropriate

Signed



Designation

Director

Date

8/9/93

Presentor's name, address and  
reference (if any):

Hopkins & Wood  
2-3 Cursitor Street  
London EC4A 1NE

Ref: RWG/lc/155/D/1

For official use

General section

Post room

03 NOV 1993

COMPANIES  
14 OCT 1993  
8661 130 41  
STAMPED



The Solicitors' Law Stationery Society Ltd, Oyez House, 27 Crimscoff Street, London SE1 5TS.

Companies G123

1987 Edition  
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## COMPANIES FORM No. 224

224

Notice of accounting reference date  
(to be delivered within 9 months of  
incorporation)

Please do not  
write in  
this margin

Pursuant to section 224 of the Companies Act 1985  
as inserted by section 3 of the Companies Act 1989

Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

To the Registrar of Companies  
(Address overleaf)

Company number

00840892

Name of company

\* DSB SPECIAL BATTERIES LIMITED

\*insert full name  
of company

gives notice that the date on which the company's accounting reference period is to be  
treated as coming to an end in each successive year is as shown below:

## Important

The accounting  
reference date to  
be entered along-  
side should be  
completed as in the  
following examples:

Day Month

3 0 0 9

5 April

Day Month

0 5 0 4

30 June

Day Month

3 0 0 6

31 December

Day Month

3 1 1 2

+ Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

Signed

*William L.*

Designation

*Secretary*

Date

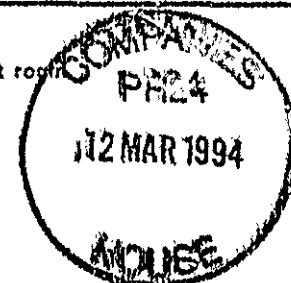
*11/4/1994*

Presentor's name address and  
reference (if any):

*William L.  
DSB Special Batteries Limited  
20000000, (Company No.)  
Company No 00840892  
RHO & R*

For official use  
D.E.B.

Post room



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COMPANIES FORM No. 123

Notice of Increase  
in nominal capital

123

Please do not  
write in  
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

[ ] [ ] [ ] [ ]

2840842

Name of company

DSB Special Batteries Limited

\* insert full name  
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company  
dated 24-5-94 the nominal capital of the company has been  
increased by £ 5,000 beyond the registered capital of £ 50,000.

§ the copy must be  
printed or in some  
other form approved  
by the registrar

A copy of the resolution authorising the increase is attached. §

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new  
shares have been or are to be issued are as follow:

ORDINARY SHARES OF £1 EACH RANKING PARI  
PASSU IN ALL RESPECTS WITH THE EXISTING  
ORDINARY SHARES IN THE CAPITAL OF THE COMPANY.

§ Insert  
Director,  
Secretary,  
Administrator,  
Administrative  
Receiver or  
Receiver  
(Scotland) as  
appropriate

Please tick here if  
continued overleaf

Signed

*[Signature]*

Co. Secretary

Designation ‡

Date 24/5/1994

Presenter's name address and  
reference (if any):

For official Use  
General Section

Post room

Jordan & Sons Limited  
21 St Thomas Street Bristol BS1 6JS Tel 0272 2305



■A59RF159■

A29 RECEIPT DATE: 03/06/94

09006194

Company Number 2840892

DSB SPECIAL BATTERIES LIMITED

At a meeting of the company held on *24th* day *May* 1994 resolution 1 was passed as an ordinary resolution and resolution 2 as a special resolution namely:

1. THAT the authorised share capital of the Company be and is hereby increased from £50,000 to £55,000 by the creation of 5,000 shares of £1 each ranking pari passu in all respects with the existing shares in the capital of the company.
2. THAT the articles of association of the Company be and are hereby replaced with the articles of association signed by the Chairman of the meeting for the purposes of identification and attached hereto.

*[Signature]*

Company Secretary

DATED

*24th* day of *May* 1994

DSB/A-11



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A25 RFFR1BT K842.83 J82 752



These articles were  
approved at the  
EGM held on  
24/5/1994.

ABay (Chairman)

THE COMPANIES ACT 1985  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
OF  
DSB SPECIAL BATTERIES LIMITED  
(Registered No 2840892)  
PRELIMINARY

1. In these Articles:

1.1 The following words and expressions shall have the meanings set  
opposite them:

"the Act"	the Companies Act 1985 (as amended)
"Mr Bowler"	Stephen Bowler of 16 Nurserylands, Gossops Green, Crawley, West Sussex, RH11 8RH
"Mr Boyes"	Stephen Boyes of 48 Tiltwood Drive. Crawley Down, West Sussex, RH10 4DN
"Company"	D S B Special Batteries Limited (registered number 2840892)
"directors"	the board of directors of the Company
"Employee"	any employee or director within the Group
"Group"	the Company and its Subsidiaries
"Mr Jackson"	David Jackson of 2 Fairview, Merryfield Drive, Horsham, West Sussex, RH2 2PY
"member"	a registered holder of shares
"Regulations"	regulations of Table A



"share"	an ordinary share in the capital of the Company
"Subsidiary"	a company which is a subsidiary of the Company within the meaning of section 736 of the Act
"Table A"	Table A in the Schedule to the Companies (Table A to F) Regulations 1985
"Mr Li"	William Li of Highwood, Church Hill, Merstham, Surrey, RH1 3BJ

- 1.2 the singular shall include the plural and vice versa and the masculine gender shall include the feminine and neuter genders and vice versa;
- 1.3 headings shall not affect the construction of these Articles.
2. The regulations in Table A shall apply to the Company save in so far as they are excluded or modified by or inconsistent with the Articles set out below and such regulations and articles shall be the Articles of Association of the Company.
3. The following provisions of Table A shall not apply to the Company: regulations 3, 24, 25, 26, 41, 64-66 (inclusive), 73-78 (inclusive), 80, 81, 89, 94-98 (inclusive); and in regulation 62(a): the words "not less than 48 hours"; in regulation 62(b): the words "not less than 24 hours".

## SHARES

4. The share capital of the Company is £50,000 divided into 50,000 Ordinary Shares of £1 each.
5.
  - 5.1 The directors may allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by Section 80(2) of the Act) of the Company to such persons and generally on such terms and conditions as the directors think proper.
  - 5.2 The general authority conferred by paragraph (a) of this Article shall extend to the amount of the authorised share capital of the Company at the date of incorporation. The said authority will expire on the fifth anniversary of the date of incorporation unless renewed, varied or revoked by the Company in general meeting in accordance with the said Section 80.

- 5.3 The directors shall be entitled under the general authority conferred by paragraph (a) or any renewal thereof of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.
6. The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.
7. The Company shall not have power to issue share warrants to bearer.

### VOTING

8. Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles of Association, on a show of hands every member who is present in person shall have one vote, and on a poll every member who is present in person or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the capital of the Company of which he is the holder.

### TRANSFER OF SHARES

9. The directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles but shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

10

10.1 For the purposes of these articles:

- (a) 'Privileged Relation' in relation to a settlor means the spouse or widow or widower of the settlor and the settlor's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the settlor's children;
- (b) 'Family Trust' in relation to any settlor means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that settlor and/or a Privileged Relation of that settlor and under

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which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or such settlor or his Privileged Relations.

10.2 Where any shares are held by trustees upon a Family Trust:

- (a) on any change of trustees such shares may be transferred to the new trustees of that Family Trust;
- (b) such Shares may be transferred at any time to the settlor or to another Family Trust of the settlor or to any Privilege Relation of the settlor; and
- (c) if and whenever any such shares cease to be held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to another Family Trust of the settlor or to any Privilege Relation of the settlor) a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders thereof and such shares may not otherwise be transferred;
- (d) for the purposes of this article the expression 'relevant shares' means and includes the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

11

11.1 Save as otherwise provided in these articles every member who desires to transfer any shares or any beneficial interest therein (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire (hereinafter called a 'Transfer Notice'). Subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares specified therein (hereinafter called 'the Sale Shares') in one or more lots at the discretion of the directors to the persons specified in Articles 11.3 and 11.4 at the Sale Price. The Sale Price shall be a price agreed by the Vendor and the directors or if the Vendor and the directors are unable to agree a price within 28 days of the Transfer Notice being given the price which a chartered accountant (acting as an expert and not as an arbitrator) nominated by agreement between the Vendor and the Company or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales shall by writing under his hand certify to be in his opinion a fair value thereof on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that

they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. Save for shares sold pursuant to a Transfer Notice which is required or deemed to be given pursuant to article 11.7 the Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company.

- 11.2 If a chartered accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and save for shares sold pursuant to a Transfer Notice which was required or deemed to be given by Article 11.7 the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. During the period of two years from the date of adoption of these Articles of Association, the fair value shall be deemed to be the nominal value of the Sales Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall given notice of cancellation as aforesaid in which case the Vendor shall bear the cost.
- 11.3 Upon the price being fixed as aforesaid and provided the Vendor shall not give a valid notice of cancellation the Company shall forthwith offer the Sale Shares to Mr Bowler, Mr Boyes, Mr Jackson, and Mr Li, ('the First Offerees'), pro rata as nearly as may be in proportion to the number of shares then held by them (and their Privilege Relations and Family Trusts) respectively or, if any one or more of them dies, such of them as are alive at that date giving details of the number and the Sale Price of such Sales Shares. The Company shall invite each First Offeree to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said period of twenty-one days there are any Sales Shares offered which any of the First Offerees have not so stated their willingness to purchase the Company shall offer such shares to such First Offerees as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered to such First Offerees pro rata as nearly as may be in proportion to the shares then held by such First Offerees (and their Privileged Relations and Family Trusts) which offer shall remain open for a further period of twenty-one days.
- 11.4 Any Sale Shares comprised in any Transfer Notice which are not accepted in accordance with Article 11.3 shall be offered forthwith by the Company to all the holders of shares (other than the Vendor and the First Offerees) pro rata as nearly as may be in proportion to the existing number of shares held by such members giving details of the

number and the Sale Price of such Sale Shares. The Company shall invite each such member as aforesaid to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. If at the expiration of the said period of twenty-one days there are any Sales Shares offered which any of the members hereinbefore mentioned have not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be in proportion to existing numbers of shares then held by such members which offer shall remain open for a further period of twenty-one days.

- 11.5 If the Company shall pursuant to the above provisions of this article find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sales Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.
- 11.6 If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provision of this article the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the Sale Price.
- 11.7 Upon any Employee-shareholder ceasing to be such:
  - 11.7.1 he shall, no later than 28 days after such cessation, be required (whether or not the directors request him so to do) to give a Transfer Notice in respect of all the shares (if any) then held by him; and
  - 11.7.2 if he or any other person subsequently acquires shares in pursuance of rights or interests obtained by him, he or such other person (as the case may be) shall, no later than 28 days after such acquisition, be required (whether or not requested by the directors so to do) to give a Transfer Notice in respect of all the shares so acquired;

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and if the Employee-shareholder or such other person as  
aforementioned does not comply with such requirement he shall,  
immediately upon the expiry of that 28 day period, be deemed to have  
given the Company a Transfer Notice in respect of all the shares in  
question. The other paragraphs of this Article shall, where the context  
permits, apply, mutatis mutandis to any Transfer Notice which is  
required or deemed to be given by this Article 17.7.

#### NOTICE OF GENERAL MEETING

12. In every notice calling a general meeting of the Company there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and vote instead of him and that a proxy need not also be a member. All notices and other communications relating to a general meeting which any member is entitled to receive shall also be sent to the auditors of the Company for the time being, but shall not also be sent to the directors of the Company in their capacity as such. Regulation 38 shall be modified accordingly.

#### PROCEEDINGS AT GENERAL MEETINGS

13. No business shall be transacted at any meeting unless a quorum is present. Three persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
14. 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 be handed to the chairman immediately before the meeting and Regulation 62 shall be modified accordingly.

#### DECISIONS BY A SOLE MEMBER

15. Where the Company only has one member of the Company and that member takes any decision which may be taken by the Company in General Meeting and which is to take effect as if agreed by the Company in general meeting, he shall (unless that decision is taken by a written resolution) provide the Company with a written record of that decision.



## ALTERNATE DIRECTORS

16. Any director (other than an alternate director) may appoint any other director or any other person approved by the Board of Directors of the Company and willing to act to be an alternate director and may remove from office an alternate director so appointed by him. An alternate director may represent one or more directors. An alternate director shall forthwith cease to be an alternate director if his appointor ceases for any reason to be a director.
17. An alternate director shall be entitled:
  - 17.1 to receive notice of all meetings of directors and of all committees of directors of which his appointor is a member and to attend any such meeting;
  - 17.2 to one vote for every director who he represents who is not personally present in addition to his own vote (if any) as a director at any meeting of the directors or of any committee of directors; and
  - 17.3 to sign a resolution in writing of the directors on behalf of every director whom he represents as well as on his own account if he himself is a director.
  - 17.4 An alternate director shall if he is absent from the United Kingdom be entitled to receive notice of meetings of directors or of committees of which his appointor is a member. At such meetings an alternate director shall count as only one for the purposes of determining whether a quorum is present.
18. An alternate director shall be entitled generally to perform all the functions of his appointor as director in his absence but shall not as an alternate director be entitled to receive any remuneration from the Company, save that he may be paid by the Company that part (if any) of the remuneration otherwise payable to his appointor as his appointor may by notice in writing to the Company from time to time direct.
19. Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors.
  - 19.1 At the end of regulation 67 of Table A, as applicable to the Company, there shall be added the following sentence:
  - 19.2 "The appointment of an alternate director shall also determine automatically on the happening of any event which if he were a director would cause him to vacate his office as director".



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20. A director may vote (and be included for the purpose of a quorum at any meeting at which the same is considered) on any resolution concerning a transaction or arrangement with the Company or in which the Company is interested, or concerning any other matter in which the Company is interested, notwithstanding the fact that he is interested in that transaction, arrangement or matter or has in relation to it a duty which conflicts or may conflict with the interests of the Company provided that he has disclosed to all the other directors the nature and extent of any such interest, and he may retain for his own absolute use and benefit all profits and advantages accruing to him in respect of that transaction, arrangement or matter.

#### INTEREST OF DIRECTORS

21. Where the Company enters into a contract with the sole member of the Company and the sole member is also a director of the Company, the Company shall, unless the contract is in writing, ensure that the terms of the contract are set out in a written memorandum.
22. For the purposes of these Articles, a sole member who is a shadow director is treated as a director.

#### APPOINTMENT AND REMOVAL OF DIRECTORS

23. A director shall not be required to vacate his office and no person shall be ineligible for appointment or re-appointment as a director by reason of his attaining the age of seventy or any other age.
24. Unless and until otherwise determined by the Company in General Meeting the number of the directors shall not be less than one or more than six. The first directors of the Company will be the person or persons named in the statement delivered to the Registrar of Companies in accordance with Section 10 of the Act.
25. If the number of directors is less than fixed as the quorum the continuing directors or director may only act for the purpose of appointing a director to fill a casual vacancy.
26. The directors shall have the power to appoint any person to be a director either to fill a casual vacancy or as an addition to the existing directors, subject to any maximum for the time being in force.
27. A director appointed to fill a casual vacancy or as an additional director shall not be required to retire from office at the next annual general meeting.
28. No person shall be elected a director at any general meeting unless:

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28.1 he is recommended by the directors; or

28.2 not less than fourteen nor more than thirty five clear days before the date of the meeting, a notice in writing signed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for election, together with a notice in writing signed by that person of his willingness to be elected.

### PROCEEDINGS OF DIRECTORS

29. No meeting of the directors shall be held (except with the unanimous consent of all the directors of the Company) until seven clear days after a notice of meeting has been given in writing to each director specifying the business to be conducted at that meeting. Business (other than the business specified in the notice of the meeting) may only be conducted at the meeting with the majority consent of all the directors of the Company. A notice of meeting of the directors shall be given by post or telex or otherwise as agreed with each director and each director shall notify the Company of a postal or telex address for this purpose. Such notice of a meeting shall be deemed to have been if the notice was properly addressed in accordance with the postal or telex or any other address specified by the director:

29.1 in the case of a letter sent by post, on the third business day after posting; and

29.2 in the case of a telex or other electronic transmission, on the business day immediately following the date of despatch.

30. Unless other wise decided by the directors, the quorum for the transaction of the business of the directors shall be three or, if there is only one director in office the quorum shall be one, provided that if during a meeting of the directors such as a quorum ceases to be present the meeting shall stand adjourned until such time and place as all the directors of the Company may agree. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.

31. A resolution which has been agreed upon and signed by all of the directors for the time being entitled to receive notice of a meeting of the directors or of a committee of the directors shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) that committee of directors duly convened and held and may consist of several documents in like form each signed by one or more of the directors for this purpose:

31.1 a resolution to which an alternate director has agreed need not also be agreed by his appointor; and

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31.2 a resolution to which a director who has appointed an alternate director has agreed need not also be agreed to by the alternate director in that capacity.

32. A director absent or intending to be absent from the United Kingdom may request the directors during his absence to send notice of meetings of the directors to him at such address within the United Kingdom as he may give to the Company for this purpose. The third sentence of Regulation 88 shall not apply.

33. Without prejudice to the first sentence of Regulation 88 Table A, a meeting of the directors or of a committee of the directors may consist of a conference between a quorum of directors who are not all in one place, but of whom each is able (whether by telephonic communication or otherwise) to speak and be heard by each one of the others; and the word meeting in these Articles and in Table A shall be constructed accordingly. A person so participating shall be deemed to be present in person at such 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.

34. The directors shall meet together at least six times in every year.

#### BORROWING

35. The directors may exercise all the powers of the Company to borrow or raise money or to guarantee and to mortgage or charge its undertaking, property, assets, rights and revenues and uncalled capital or any part thereof and to issue and create debentures, debenture stock, mortgages, charges and other securities as security for any debt, liability or obligation of the Company or any third party.

#### DISQUALIFICATION OF DIRECTORS

36. The office of a director shall be vacated if he:

36.1 ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or

36.2 becomes bankrupt or makes any arrangement or composition with his creditors generally; or

36.3 in the opinion of all the other directors becomes incapable by reason of mental disorder or illness or injury of discharging his duties as a director; or

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36.4 resigns his office by notice to the Company.

#### ISSUE OF REDEEMABLE SHARES

37. Subject to the provision of the Act, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder on such terms and in such manner as shall be determined by the Company in general meeting.

#### INSURANCE AND INDEMNITY

38. The company shall be entitled to purchase and maintain insurance for any officer or auditor of the Company against any liability attaching to such persons in respect of any negligence, default, breach of duty or breach of trust of which may be guilty in relation to the Company.
39. Subject to the provisions of the Act, the Company may indemnify every director, auditor or other officer of the Company against all costs, charges, losses, expenses and liabilities incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer or auditor of the Company and in which judgement is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under section 144(3) or (4) or section 727 of the Act in which relief is granted to him by the court.

#### NOTICES

40. The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address.