

The Companies Acts 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

REMOTE DIAGNOSTIC TECHNOLOGIES LIMITED

**(Adopted by Special Resolution passed on 31 March 1999 and amended
by Special Resolution passed 24 July 2013)**

PRELIMINARY

1. In these Articles

"Act"	means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,
"Articles"	means these Articles of Association of the Company,
"Auditors"	means the auditors of the Company from time to time;
"Board"	means the board of Directors of the Company from time to time,
"Business Day"	means a day when the trading banks are open for business in London;
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect,
"Connected Person"	means: <ul style="list-style-type: none">(a) in relation to an individual, spouses, children, parents and siblings;(b) in relation to a trustee of trust, a settlor of that trust, or a person who would otherwise be connected with such a person,(c) in relation to a company, another company controlled by the same person or persons connected with him or a person who has control of that company on his own or



together with persons connected with him;

"Controlling Interest"

means an interest in Shares carrying the right to 50 per cent or more than 50 per cent of the number of votes which may be cast on a poll at a general meeting of the Company;

"Directors"

means the directors of the Company appointed pursuant to the Articles,

"Employee Share Scheme"

means the 'Remote Diagnostic Technologies Limited Share Option Scheme for Employees and Consultants';

"executed"

includes any valid mode of execution,

"Family Trust"

means a trust (whether arising under a settlement or testamentary disposition or on an intestacy) under which no immediate beneficial interest in the Shares in question is for the time being vested in any person other than a member or a Connected Person of a member or of the former member who transferred the shares to the settlement or (as the case may be) under whose testamentary disposition or intestacy the shares were vested;

"Fair Price"

means in respect of any Shares, such sum, calculated as at the effective date of the Transfer Notice as the Auditors (acting as experts) shall certify in writing to be in their opinion the fair value, on the basis of a sale as between a willing vendor and a willing purchaser on an arm's length basis taking account of whether the Shares do or do not carry control of the Company and valuing the Shares as one class of shares and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so. In stating the Fair Price the Auditors (whose charges shall be borne by the Company) shall be considered to be acting as experts and not as arbitrators and their decision shall, in the absence of manifest error, be final and binding on the Company and the parties to a transfer of shares,

"Group"

means the Company and its wholly-owned subsidiaries from time to time;

"Group Company"	means any of the Company or any of its wholly-owned subsidiaries,
"Interest"	means an interest in Shares which would be taken into account in deciding whether a notification to the Company would be required under Part VI of the Companies Act if the Company were a public company for the purposes of the Companies Act (regardless of whether the interest is of a size which would require such notification and whether or not the interest is material as defined in Section 199(2A) of the Companies Act),
"Listing"	means the admission of the equity share capital of the Company or any part of it to the official list of London Stock Exchange Limited or to any other recognised stock exchange;
"member"	means a holder of Shares whose name is entered in the register of members;
"Mr Murphy"	means Graham Murphy of Home Bungalow, Lyeway Lane, Ropley, Alresford, Hants SO24 0DW,
"Ms Murphy"	means Kate Murphy of 21 Abingdon Mansions, Pater Street, Kensington, London W8 6AB;
"Memorandum of Association"	means the Memorandum of Association of the Company as from time to time amended;
"Non-Executive Board"	means all Directors of the Company who are not engaged in full-time employment by the Company and who are designated by the Board as Non- Executive Directors, or appointed pursuant to Article 106,
"Ordinary Shares"	means the Ordinary Shares of £0.001 each in the capital of the Company from time to time in issue;
"Permitted Transferee"	means a person to whom Shares may be transferred in accordance with the provisions of these Articles;
"Sale"	means the acquisition by any person of 100 per cent of the Shares or all of the Shares not already owned by the acquiror or the acquisition by any person of the whole or substantially the whole of the

business and undertaking of the Company and its Subsidiaries,

"Secretary"

means the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy Secretary,

"Specified Price"

means the price at which Shares to be transferred are offered to existing members as determined by a Transferor in accordance with Article 40 et seq or nominal value in respect of unauthorised transfers pursuant to Article 39;

"Subscribers"

means those persons subscribing for Ordinary Shares pursuant to Subscription and Shareholder Agreements dated the same date as the adoption of these Articles and who are described as "Subscribers" for the purposes of those Agreements;

"the holder"

in relation to Shares means the member whose name is entered in the register of members as the holder of the Shares,

"Shareholder"

means a holder of Shares,

"Subsidiary"

means a company in relation to which another company (its **"holding company"**):

- (a) holds a majority of the voting rights in it,
- (b) is a member of it and has the right to appoint or remove a majority of its board of directors;
- (c) is a member of it and controls alone, pursuant to an agreement with the shareholders or members, a majority of the voting rights in it,

or if it is a subsidiary of a company which is itself a subsidiary of that other company. A company is a **"wholly-owned subsidiary"** of another company if it has no members except that other and that other wholly-owned subsidiaries or persons acting on behalf of that other or its wholly-owned

	subsidiaries;
"the seal"	means the common seal of the Company,
"the United Kingdom"	means Great Britain and Northern Ireland, and
"Wholly-owned Group"	means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate).

Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

None of the regulations contained in any statute, statutory instrument or other subordinate legislation, including but not limited to the regulations contained in Table A to the Companies (Table A to F) Regulations 1985 (as amended) shall apply as the regulations or articles of the Company

SHARES

2. The authorised share capital of the Company is £206,177 53 divided into:
 - (a) 206,000 Redeemable Participating Preference Shares of £1.00 each ("**Preference Shares**"); and
 - (b) 177,530 Ordinary Shares of £0.001 each ("**Ordinary Shares**"),
 (collectively, with any other shares from time to time in issue, the "**Shares**").
3. Subject to the provisions of the Act and without prejudice to any rights attached to any existing Shares as at the date of adoption of these Articles and of these Articles generally, any Share may be issued with such rights or restrictions as the Company may by ordinary resolution determine.
4. Subject to the provisions of the Act, Shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by these Articles
5. The Company may exercise the powers of paying commissions conferred by the Act Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid Shares or partly in one way and partly in the other.
6. Except as required by law, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by these Articles or by law) the Company shall not be bound by or recognise any interest in any Share except an absolute right to the entirety thereof in the holder

PRE-EMPTION RIGHTS ON AN ISSUE

- (a) Subject to (b) below, unissued Shares which are comprised in the authorised share capital of the Company as at the date of adoption of these Articles shall be under the control of the Directors and they are generally and unconditionally authorised, pursuant to Section 80 of the Act, at any time or times to allot, or grant right to subscribe for, or convert securities into, any Shares of the Company, to any person or persons and with, and subject to, such rights, conditions and restrictions as they may think fit but so that:
 - (i) this authority shall expire on the day preceding the fifth anniversary of the date of the adoption of these Articles, save that the Directors are hereby authorised to allot any Shares or grant any rights under this authority in pursuance of an offer or agreement to do so made by the Company under this authority on, or before, that date; and
 - (ii) the authority hereby given may at any time (subject to Section 80 of the Act) be renewed, revoked or varied by an ordinary resolution of the Company in general meeting.
- (b) All unissued Shares which are comprised in the authorised Share capital as at the date of adoption of these Articles and which the Directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing Shares held by them respectively. The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the same proportion to the persons who have, within the said period, accepted all the Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Share not accepted pursuant to such offer or further offer or not capable of being so offered except by way of fractions and any Shares released from the provisions of this Article by a special resolution pursuant to Sub-Article (d) below shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such a manner as they think fit, provided that in the case of Shares not accepted by the members to whom they were offered under the provisions of this Article, such Shares shall not be disposed of on terms which are more favourable to the subscribers therefore than the terms on which they were offered to the members.
- (c) In this Article, references to relevant securities and to the allotment thereof shall be construed in accordance with the provisions of the Act and references to the amount of relevant securities allotted shall in the case of Shares be construed as references to the nominal value of such Shares and in the case of a right to subscribe for, or convert any security into, Shares shall be construed as references to the nominal value of the Shares which may require to be allotted pursuant to such right.

- (d) The provisions of Sub-Article (b) above may be waived or varied in writing by all the members of the Company or by a special resolution passed at a general meeting of the Company, duly convened and held.
- (e) The provisions of Sub-Article (b) above shall not apply to the issue of Shares or the grant of rights to subscribe for Shares pursuant to the Employee Share Scheme
- (f) In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

PREFERENCE SHARES

8. The rights attached to the Preference Shares are as follows:

As to income

- (a) A Preference Share shall confer on the holder the right to participate, *pari passu*, with the other holders of Preference Shares, in a cumulative dividend (the "**Participating Dividend**") of an amount (excluding the amount of any associated tax credit) which is equal to 0.000001 per cent of any surplus profits of the Company exceeding £1,000,000 in respect of that financial year and for this purpose "**surplus profits**" means any profits available for distribution in respect of such financial year after paying, first, any dividend payable or declared on the capital for the time being paid up on the Ordinary Shares, provided always that the total Participating Dividend payable on all Preference Shares in any financial year shall not exceed £1,000
- (b) The Participating Dividend shall accrue from day to day throughout a financial year in which a Preference Share is in issue and be payable on that Preference Share on the date falling two months after the end of such a financial year or, if earlier, 14 days after the date of a general meeting at which the accounts of the Company for that financial year are laid before the members except that the first Participating Dividend in respect of a Preference Share shall accrue on a *pro rata* basis from the date on which that Preference Share is issued or created to the date on which the relevant financial year of the Company ends
- (c) The Participating Dividend shall be due and payable on the dates specified for payment and, notwithstanding the fact that the Preferential Dividend is expressed to be cumulative, it shall on each such date *ipso facto* and without any resolution of the Directors or of the Company in general meeting (and notwithstanding anything contained in Articles 136 to 142 (inclusive)), become a debt due from and immediately payable by the Company to the holders of the Preference Shares (subject only to there being profits out of which the same may be lawfully paid) Each payment of the Participating Dividend shall be accompanied by a certificate for the associated tax credit.
- (d) A statement by the Auditors of the Company, (alternatively, by a reporting accountant as defined in Section 249D of the Act in circumstances where the Company does not have an Auditor pursuant to an exemption from the obligation to appoint an Auditor by virtue of, *inter alia*, Section 249A of the Act in respect of small companies) or, if

the holders of a majority in number of the Preference Shares so require, by such other firm of accountants (or reporting accountants as the case may be) as those holders may from time to time nominate, as to the amount in their opinion of the surplus profits or the profits of the Company available for distribution in any particular financial year, shall be conclusive and binding on the Company and its members and in issuing any such statement the Auditors (or such other firm of accountants or reporting accountants as the case may be):

(i) in any case where a report of Auditors or reporting accountants on the relevant accounts contains a qualification, may make such adjustments as they may in the circumstances consider appropriate; and

(ii) shall act as experts and not as arbitrators;

and their charges shall be borne by the Company.

(e) To the extent that the Company is, or becomes, restricted by law from making any payment in respect of the Participating Dividend, it shall procure that its Subsidiaries (if any) declare and pay to it such sums as are required to fund the payment of the Participating Dividend, together with any arrears of the Participating Dividend.

(f) If any part of the Participating Dividend is not paid on the due date for payment, then interest shall be payable by the Company on the unpaid amount of the Participating Dividend at the rate of 2 *per cent* per annum above the base lending rate from time to time of Barclays Bank plc calculated on a daily basis from the due date for payment to the date of actual payment.

As to capital

(g) On a return of capital on a winding up or otherwise, the assets of the Company available for distribution to its members shall be applied rateably amongst the holders of the Preference Shares and the holders of Ordinary Shares (according to the nominal amounts plus any premium paid up on their respective holdings of Ordinary Shares or Preference Shares).

As to redemption

(h) The holders of at least 50 per cent in nominal value of the Preference Shares then outstanding may give notice to the Company:

(i) in any of the events specified in Article 8(i) below (the "**Redemption Events**"), that the Preference Shares are immediately redeemable at par value (plus any premium paid up on that share). Upon service of such notice all the Preference Shares then outstanding shall become immediately due for redemption and the Company shall immediately inform all the holders of the Preference Shares by a notice in writing of such fact and of the place at which the certificate for the Preference Shares together with such other documents as may be specified are to be presented for redemption (the "**Redemption Notice**"). The Company shall, subject to the Act, redeem the

Preference Shares presented for redemption within 30 days of presentation of the certificates and such other documents as may be specified (the "**Redemption Date**") in accordance with Articles 8(l), (m) and (n) below, or

- (ii) at any other time, that all the Preference Shares (and not some only) are immediately convertible at the rate of, for every £80 in nominal value of Preference Shares, one Ordinary Share and 79,999 Deferred Shares so that all the Preference Shares shall in aggregate convert into 2,575 Ordinary Shares and 205,997,425 deferred shares of £0.001 each in the capital of the company (each a "**Deferred Share**"). Ordinary Shares arising on conversion shall rank pari passu with all other Ordinary Shares then in issue. Deferred Shares arising on conversion shall have the rights set out in Article 8(p) below.
- (i) The following are Redemption Events:
- (1) a Sale or Listing provided that the value of the entire issued Share Capital of the Company or, alternatively, the value of the business and undertaking of the Company (at the time of the Sale or Listing, as the case may be) exceeds £20,000,000, as determined by the Auditors.
 - (j) If the Company is not permitted by law to redeem any Preference Shares by the Redemption Date determined in accordance with Article 8(h) above, it shall redeem those shares as soon after that date as it shall be permitted to do so by the law and, if at any time the Company is permitted to redeem under Article 8(h) above only some of the Preference Shares, it shall redeem those shares at that time and shall redeem the remaining shares as soon as it is permitted to do so.
 - (k) If only some of the Preference Shares are to be redeemed under Article 8(j) above, the particular Preference Shares to be redeemed shall be a proportionate part, as nearly as practicable, of each separate holding of Preference Shares.
 - (l) Pursuant to Article 8(h) above, the Company shall, upon the redemption of a Preference Share, pay to the holder (or, in the case of joint holders, the holder whose name first appears in the register of members in respect of that Preference Share) by the Redemption Date the amount due to him in respect of that redemption.
 - (m) On each Preference Share to be redeemed pursuant to Article 8(h) above, the Company shall also pay all arrears of the Preferential Dividend on that share calculated down to and including the relevant Redemption Date irrespective of whether or not that dividend has been declared or earned or become due and payable.
 - (n) As from the relevant Redemption Date, the Preferential Dividend shall cease to accrue on a Preference Share unless on presentation of the certificate for that share and/or such other documents as may be specified in the Redemption Notice, payment of the moneys due is refused, in which case the Preferential Dividend on that share shall be deemed to have accrued and shall continue to accrue from and

excluding the Redemption Date to and including the date of actual payment.

As to voting

- (o) A Preference Share shall entitle the holder to receive notice of all general meetings of the Company and to attend any such meeting but not to vote.

Deferred Shares

- (p) Any Deferred Shares which arise on conversion of Preference Shares under Article 8(h) shall have the following rights:
 - (i) the Deferred Shares shall not be entitled to any dividend or distribution, whether pursuant to these Articles or otherwise. As permitted by section 567 of the Companies Act 2006 (the "**2006 Act**"), sections 561 and 562 of the 2006 Act shall apply as if the Deferred Shares were not ordinary shares within the meaning of section 560(1) of the 2006 Act,
 - (ii) the Deferred Shares shall not entitle the holders of such Deferred Shares to receive notice of or to attend or vote at any general meeting of the Company by virtue of their holdings of any such Deferred Shares,
 - (iii) the Deferred Shares are not transferable;
 - (iv) the holder of each Deferred Share has the right to receive, after all share capital (including premium) on the Shares then in issue has been paid, £1 for each £100,000,000,000 of capital returned, and
 - (v) subject to the provisions of the 2006 Act, the Company may at any time following the conversion of any Preference Shares to Deferred Shares pursuant to Article 8(h), by notice in writing to the holder thereof redeem any or all such Deferred Shares for a sum of £1 in aggregate payable to each holder of such Deferred Shares.

SHARE CERTIFICATES

- 9 Every member, upon becoming the holder of any Shares, shall be entitled without payment to one certificate for all the Shares of each class held by him (and, upon transferring a part of his holding of Shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his Shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Subject to Article 135 below, every certificate shall be sealed with the seal and shall specify the number, class and distinguishing numbers (if any) of the Shares to which it relates and the amount of respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for Shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.

- 10 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate

LIEN

11. The Company shall have a first and paramount lien on every Share standing registered in the name of any person indebted or under liability to the Company (whether the holder shall be the sole registered holder or shall be one of two or more joint holders) for all moneys (whether payable by a holder or his estate and whether presently payable or not) payable at a fixed time or called in respect of that Share. The Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a Share shall extend to any amount payable in respect of it.
12. The Company may sell in such manner as the Directors determine any Shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the Share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the Shares may be sold.
13. To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the Shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the Shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale
14. The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the Shares sold and subject to a like lien for any moneys not presently payable as existed upon the Shares before the sale) be paid to the person entitled to the Shares at the date of the sale

CALLS ON SHARES AND FORFEITURE

- 15 Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their Shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his Shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the Shares in respect whereof the call was made.
16. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed.
17. The joint holders of a Share shall be jointly and severally liable to pay all calls in respect thereof

- 18 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the Share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part
19. An amount payable in respect of a Share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of these Articles shall apply as if that amount had become due and payable by virtue of a call.
- 20 Subject to the terms of allotment, the Directors may make arrangements on the issue of Shares for a difference between the holders in the amounts and times of payment of calls on their Shares
21. If a call remains unpaid after it has become due and payable, the Directors may give to the person from whom it is due not less than fourteen clear days notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the Shares in respect of which the call was made will be liable to be forfeited.
- 22 If the notice is not complied with any Share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited Shares and not paid before the forfeiture
23. Subject to the provisions of the Act, a forfeited Share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited Share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the Share to that person.
24. A person, any of whose Shares have been forfeited, shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the Shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those Shares with interest at the rate of which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the Shares at the time of forfeiture or for any consideration received on their disposal.
- 25 A statutory declaration by a Director or the Secretary that a Share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the Share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the Share and the person to whom the

Share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the Share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the Share.

TRANSFER OF SHARES

26. The restrictions on transfer contained in these Articles shall apply to all transfers and transmissions operating by law or otherwise.
27. No member shall create or permit to subsist any mortgage, pledge, lien, charge or any other encumbrance, equity or security interest whatsoever or grant any option over or right to acquire any of its Shares nor dispose or agree to dispose (conditionally or otherwise) of any interest in or over any of its Shares except by the transfer of the entire legal and beneficial interest in them (save under Article 35) and then only in accordance with and subject to these Articles.
28. The Board shall refuse to register the transfer of a Share other than of a transfer made in accordance with the provisions of these Articles and they may refuse to register the transfer of a Share on which the company has a lien or if it is an unauthorised transfer dealing or disposal under Article 56 The Board may also refuse to register a transfer unless:
 - (a) it is lodged at the office or at such other place as the Board may appoint and is accompanied by the certificate for the Shares to which it relates and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer;
 - (b) it is in respect of only one class of Shares, and
 - (c) it is in favour of not more than four transferees.
29. If the Board refuse to register a transfer of a Share, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.
30. The instrument of the transfer of a Share may be in any usual form or in any other form which the Board may approve and shall be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee.
31. No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any Share
32. The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Board refuse to register shall be returned to the person lodging it when notice of the refusal is given.
33. Each member hereby irrevocably appoints the Company as its attorney so that, if it shall fail or refuse to transfer its Shares as required by these Articles, the Company may, or may authorise some person on its behalf to, execute and deliver the necessary Share transfers and any other documents necessary for that holder to comply with the terms of these Articles and receive the purchase money in trust for it and cause a the transferee to be registered in accordance with these Articles as the holder of such Shares. The receipt of the

Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application of it) and on registration of a transfer in exercise of these powers the validity of the proceedings shall not be questioned by any person.

PERMITTED TRANSFERS

34. Subject always to these Articles, (in particular, but without limitation, Articles 26, 27 and 28), any Share may be transferred at any time:
- (a) with the prior written approval of such members of the Company together holding not less than 80 per cent of the issued Ordinary Shares. Any such approval may be subject to compliance with the provisions of Articles 38 to 49 or may in any case waive compliance with those Articles,
 - (b) in accordance with the provisions of Article 35;
 - (c) by Mr Murphy or Ms Murphy who may each transfer Shares, to any person, provided always that transfers made by each of them pursuant to this Article 34 shall not, in aggregate, exceed 5,000 Shares each.
35. A member may transfer for nil consideration any of its Shares in accordance with the following provisions without the need to comply with Articles 38 to 49
- (a) to the trustees of a Family Trust or to some other Connected Person of his,
 - (b) where Shares are held by trustees of a Family Trust, they may on any change of trustees be transferred to the new trustees of the Family Trust concerned;
 - (c) the trustees of a Family Trust may also transfer any of the Shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or to a Connected Person of that beneficiary;
 - (d) Shares may be transferred without restriction by a member to a person to hold such Shares as his nominee but any transfers by such nominee shall be subject to the same restrictions as though they were transfers by the member himself,
 - (e) Shares may be transferred without restriction by a nominee or trustee to the beneficial owner of such Shares or to another nominee or trustee of the same beneficial owner; and
 - (f) Shares may be transferred by a corporate member to another member of its Wholly-owned Group.
36. If any person who holds Shares transferred to it under Articles 34 or 35 (a "**Permitted Transferee**") ceases to qualify as a Permitted Transferee of the Transferor under the provisions of Article 35 pursuant to which the transfer was made and that person does not, prior to so ceasing, transfer all such Shares registered in their name to the relevant member from whom they were originally transferred or to another person who is eligible to be a Permitted

Transferee, the member shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those Shares and, if the member fails to give a Transfer Notice, he shall be deemed to have served the Company with a Transfer Notice in respect of the Shares.

37. If a Transfer Notice is given or is deemed to have been served on the Company under Article 36, the provisions of Article 38 to 49 shall apply to the Shares. A Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the Directors receive actual notice of the change in the status of the Permitted Transferee. The Specified Price shall be the Fair Price as at the date on which the Transfer Notice is either actually given or deemed to have been received by the Company and the Directors shall give an Offer Notice under Article 41 as soon as the Specified Price is ascertained.

TRANSFER OFFERS

38. Subject to Articles 34 to 37, no member shall be entitled to transfer his Shares unless the proposing transferor ("**Transferor**") has first offered them for transfer ("**Offer**") to the holders of the other Shares in the Company in accordance with the following provisions of these Articles, provided that no member may make any Offer before the first anniversary of the date of adoption of these Articles, save in connection with a Listing or a Sale.
39. An Offer may be in respect of all or part only of the Shares held by the Transferor and shall be made by the Transferor by notice in writing to the Company (a "**Transfer Notice**")
40. A Transfer Notice shall specify the Shares offered (the "**Offered Shares**") and the price at which they are offered (the "**Specified Price**"). The Transfer Notice shall, without prejudice to the appointment contained in Article 33, include an irrevocable appointment by deed of the Company (acting by the Board) as agent of the Transferor for the sale of the Offered Shares to other members, in accordance with this Article, at the Specified Price. The Transfer Notice may contain a provision that, unless all the Offered Shares are sold, none shall be sold and that provision shall have effect. The Board shall adopt a *pro forma* Transfer Notice for use as prescribed by these Articles.
41. On receipt by the Company of a Transfer Notice, the Board shall as soon as practicable thereafter give notice to all the members (other than the Transferor) of the number and description of the Offered Shares and the Specified Price ("**Offer Notice**"). The Offer Notice shall, save as provided below, offer Offered Shares to the members of the Company in the following order:

- (a) first, to Mr Murphy and Ms Murphy *pro rata*;
- (b) second, to the other holders of the Ordinary Shares *pro rata*

The Directors may offer the Offered Shares concurrently or sequentially to the various groups listed above (each a "**Ranking Group**")

42. The Offer Notice shall invite each of the members to state in writing to the Company within 30 days, or in the case of sequential offers to different Ranking Groups, successive periods of 30 days (or such lesser period as the Board shall determine) ("**Acceptance Period**") whether he is willing to

- purchase any, and if so what maximum number ("**Maximum**"), of the Offered Shares. The Board shall at the same time serve a copy of the Offer Notice or Notices on the Transferor.
43. A person who expresses a willingness to purchase Offered Shares is referred to below as a "**Purchaser**" and such member shall be bound, upon receipt by the Company of such an acceptance ("**Acceptance**") to pay the Specified Price for, and to accept a transfer of, the Shares (if any) allocated to him pursuant to Article 44. The Transferor shall be bound to transfer Offered Shares to a Purchaser in the amount for which an allocation is made pursuant to Article 44.
44. On the expiration of the Acceptance Period, the Board shall by a notice in writing, allocate such Offered Shares for which Acceptances are received to or amongst the Purchasers in the following manner, subject always to their respective Maximums and the provisions of these Articles generally ("**Allocation Notice**")
- (a) if the total number of Offered Shares in respect of which Acceptances are received is equal to or less than the number of Offered Shares, the Offered Shares shall, subject to the provisions of Article 40, be allocated in accordance with the Acceptances;
 - (b) if the total number of Offered Shares in respect of which Acceptances are received is more than the number of Offered Shares, the Offered Shares shall be allocated amongst the Ranking Groups in accordance with the order of priority set out in Article 41 and as between each member of a Ranking Group, each member shall be allocated his proportionate entitlement of the Offered Shares (being in proportion as nearly as may be to the number of Shares in the Ranking Group held by that member) up to a maximum specified by that member and so on for each successive Ranking Group until all the Offered Shares have been allocated.
45. Respective Purchasers shall be required to make payment for Shares allocated within 14 days of an Allocation Notice (the "**Due Date**") The form and manner of payment shall be as stated in the Allocation Notice. Any payment not received by the Due Date shall be treated as a debt due to the Transferor and it shall be incumbent upon the Transferor to exercise his rights in respect thereof. In any event, at the option of the Transferor in consultation with the Company, any title that a Purchaser who has not paid in full by the Due Date may have in Shares allocated to him, shall revert to the Transferor.
46. The Company shall not cause to register the name of any Purchaser who has not, to the reasonable satisfaction of the Company, made a payment in full in accordance with a Transfer Notice and these Articles.
47. The Board shall forthwith serve, in accordance with Articles 147 to 152 below, the Allocation Notice on the Transferor and the Purchasers.
48. If the Transferor, after becoming bound to transfer Offered Shares, fails to execute and return to the Company within 14 days of service of the Allocation Notice on him, the Company may receive the purchase price and the Board may appoint a person to execute instruments of transfer of the Offered Shares in favour of the successful Purchasers. The Board shall then cause their names to be entered in the register of members of the Company as the holders of the

Offered Shares and shall hold the purchase price in trust for the Transferor. The receipt of the Company shall be a good discharge to the successful Purchasers and, after their names have been entered in the register of members of the Company under this provision, the validity of the transactions shall not be questioned by any person

49. If, upon expiry of the Acceptance Period, any of the Offered Shares have not been allocated pursuant to Acceptances received following a Transfer Notice, the Transferor may transfer (subject always to Articles 26, 27 and 28), at any time within a period of 90 days after the expiry of the Acceptance Period, without making an Offer in accordance with Articles 38 to 48, such unallocated Shares, to any person provided that
- (a) the Shares are not transferred for less than the Specified Price; and
 - (b) if the Transfer Notice contains a provision to the effect that, unless all the Offered Shares are sold under an Offer pursuant to Articles 38 to 48, none shall be thus sold, the Transferor shall not be entitled to transfer any of the Offered Shares offered in that Transfer Notice (except by way of a new Offer); and
 - (c) the Board may require to be satisfied that Shares being transferred pursuant to this Article constitutes a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance to the intended transferee and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the Boards' absolute discretion to refuse to approve or register any transfer of Shares under Article 28).

TAG-ALONG/Drag-Along Rights

50. Without prejudice to the rights contained in Articles 34 and 35, no sale or transfer of, or of any interest in, any Shares conferring a right to vote at general meetings of the Company to any person whosoever, which would result in a person (or one or more persons as part of a single transaction, a series of related transaction or otherwise acting in concert) or Connected Persons of that person or those persons whether or not then a member of the Company obtaining or increasing a Controlling Interest in the Company, shall be made or registered unless such person ("**offeror**") shall make an offer in writing on no less favourable terms (which for these purposes shall include remunerations in excess of that paid to the proposing transferor, compensation or other payment whatsoever) to all members (unless in the case of any particular shareholder he agrees in writing to less favourable terms) ("**General Offer**"). A General Offer shall be on terms that no transfer conferring or increasing a Controlling Interest may be made unless such General Offer becomes wholly unconditional.
51. A General Offer must be made in writing (and stipulated to be open for acceptance for at least twenty-eight days) to all holders of Shares and shall include an undertaking by the person making the General Offer that neither he nor his Connected Persons have entered into more favourable terms or have agreed more favourable terms with any other member for the purchase of Shares

52. A General Offer shall be accepted or rejected in writing within the time period stipulated and shall be deemed to have been rejected by a member if he does not respond within such time period, subject to Article 55
53. Without prejudice to the operation of Articles 38 to 48 in respect of any sale or transfer which confers or increases a Controlling Interest and which is subject to Article 50, any subsequent transfer of Shares pursuant to a General Offer shall not be subject to the restrictions on transfer contained in Articles 34 to 48.
54. Any transfer, or issue, of Shares to a Permitted Transferee or any transfer or issue of shares to existing members or their nominees resulting in a person obtaining or increasing a Controlling Interest in the Company shall be deemed not to require a General Offer for the purpose of this Article.
55. If any member shall have failed to accept a General Offer in accordance with its terms by the first closing date of the General Offer and the holders of 75 *per cent* or more of the Shares in issue at the time to whom the General Offer is made have accepted, the Board may authorise some person to execute any forms of acceptance on behalf of such member in relation to the General Offer and/or transfers in favour of the relevant offeror (or as he may nominate) pursuant to the acceptance of the General Offer and the consideration may be received by the Company on behalf of any such member. Upon the Company receiving such consideration and transfer (duly stamped) the offeror or its nominee shall be entered in the register of members of the Company. The certificate(s) in respect of any Shares so transferred, in the name of the original shareholders, shall be deemed to be cancelled and a new certificate shall be issued in the name of the offeror or its nominee. The receipt of the Company for the consideration shall be a good discharge to the offeror who shall not be bound to see to the application of it, and after such registration in exercise of the above powers the validity of the proceedings shall not be questioned by any person. The Company shall hold the said consideration on behalf of any such shareholder in a separate bank account on trust for the relevant shareholder pending delivery up of the cancelled certificate(s).

UNAUTHORISED TRANSFERS

56. If a member or other person entitled to transfer a Share at any time attempts to deal with or dispose of a Share or any Interest in it otherwise than in accordance with these Articles he shall be deemed immediately before the attempt to have served the Company with a Transfer Notice in respect of the entire legal and beneficial title to such Share and the Specified Price in respect of each such Share shall be the nominal value of the relevant Share. The Transfer Notice shall be deemed to have been received by the Company on the date on which the Board receives actual notice of the attempt and the Board shall serve an Offer Notice pursuant to Articles 38 to 48 as soon as the Specified Price has been ascertained. Following issue of the Offer Notice by virtue of this Article, the Board shall take the further steps required by Articles 38 to 48. For the avoidance of doubt, Articles 28 and 49 shall nevertheless apply upon the expiry of the Acceptance Period in consequence of an Offer Notice issued as a result of this Article.

TRANSMISSION OF SHARES

57. If a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of

joint holders, shall be the only persons recognised by the Company as having any title to his interest, but nothing contained in these Articles shall release the estate of a deceased member from any liability in respect of any Share which had been jointly held by him.

58. A person becoming entitled to a Share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Board may properly require, elect either or become the holder of the Share or to have some person nominated by him registered as the transferee. If he elects to become the holder he shall give notice to the Company to that effect. If he elects to have another person registered he shall execute an instrument of transfer of the Share to that person. All the Articles relating to the transfer of Shares, including, without limitation, Articles 38 to 49 shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
59. A person becoming entitled to a Share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the Share, except that he shall not, before being registered as the holder of the Share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of Shares in the Company

ALTERATION OF SHARE CAPITAL

60. The Company may by ordinary resolution:
- (a) increase its share capital by new Shares of such amount as the resolution prescribes;
 - (b) consolidate and divide all or any of its Share capital into Shares of larger amount than its existing Shares;
 - (c) subject to the provisions of the Act, sub-divide its Shares, or any of them, into Shares of smaller amount and the resolution may determine that, as between the Shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
 - (d) cancel Shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the Shares so cancelled.
61. Whenever as a result of a consolidation of Shares any members would become entitled to fractions of a Share, the Directors may, on behalf of those members, sell the Shares representing the fractions for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the Shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the Shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale

- 62 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

PURCHASE OF OWN SHARES

- 63 Subject to the provisions of the Act, the Company may purchase its own Shares (including any redeemable Shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares

GENERAL MEETINGS

- 64 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 65 The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene an extraordinary general meeting for a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

NOTICE OF GENERAL MEETINGS

66. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a person as a Director shall be called by at least twenty-one clear days notice. All other extraordinary general meetings shall be called by at least fourteen clear days notice but a general meeting may be called by shorter notice if it is so agreed.
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 *per cent* in nominal value of the Shares giving that right
67. The notice shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such.
68. Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all the members, to all persons entitled to a Share in consequence of the death or bankruptcy of a member and to the Directors and auditors.
69. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.
70. Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies and notices of and other communications

relating to any general meeting which any member is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company.

PROCEEDINGS AT GENERAL MEETINGS

71. No business shall be transacted at any general meeting unless a quorum is present. Subject to the following in respect of a sole member, 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. If and for so long as the Company has only one member that member present in person or by proxy, or if that member is a corporation by a duly authorised representative, shall be a quorum.
72. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore such adjourned general meeting shall be dissolved.
73. The Chairman, if any, of the Board of Directors or in his absence some other Director nominated by the Directors shall preside as Chairman of the meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman.
74. If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.
75. A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of Shares in the Company.
76. The Chairman of a general meeting may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice.
77. A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded
- (a) by the Chairman of the general meeting; or
 - (b) by at least two members having the right to vote at the meeting, or

- (c) by a member or members representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting, or
- (d) by a member or members holding Shares conferring a right to vote at the meeting being Shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the Shares conferring that right;

and a demand by a person as proxy for a member shall be the same as a demand by the member

- 78. Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 79. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the Chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made
- 80. A poll shall be taken as the Chairman directs and he may appoint scrutineers (who need not be members) and fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 81. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the general meeting shall be entitled to a casting vote in addition to any other vote he may have
- 82. A poll demanded on the election of a Chairman of a general meeting or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the Chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 83. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days notice shall be given specifying the time and place at which the poll is to be taken
- 84. A resolution in writing signed or approved by letter, facsimile, telegram or telex by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of members of the Company shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or

more of the members This Article is in addition to, and not limited by, provisions in the Act in respect of written resolutions of members

- 85 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting.

VOTES OF MEMBERS

86. Subject to any rights or restrictions attached to any Shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every Share of which he is the holder.
87. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
88. A member in respect of whom an order had been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) or in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, *curator bonis* or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with these Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable
89. No member shall vote at any general meeting or at any separate meeting of the holders of any class of Shares in the Company, either in person or by proxy, in respect of any Share held by him unless all moneys presently payable by him in respect of that Share have been paid.
90. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the Chairman of the general meeting whose decision shall be final and conclusive
91. On a poll, votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion
92. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

"Remote Diagnostic Technologies Limited

I/We, , of , appoint of , or failing him,

of _____, as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19_____, and at any adjournment thereof

Signed on _____ 19." _____

93. Where it is desired to afford members an opportunity of instructing the proxy how he shall act the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

"Remote Diagnostic Technologies Limited I/We, _____ of _____, being a
/Member/members of the above-named company, hereby appoint of _____, or failing him,

of _____, as my/our proxy to vote in my/our name[s] and on

my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19_____, and at any adjournment thereof

This form is to be used in respect of the resolutions mentioned below as follows.

Resolution No 1 *for *against Resolution No 2 *for *against *Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this _____ day of 19_____. "

94. The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notari ally or in some other way approved by the Directors may:

- (a) be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or
- (b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or
- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Director;

and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

95. A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

NUMBER OF DIRECTORS

96. The maximum number of Directors may be determined from time to time by ordinary resolution in general meeting of the Company provided always that the maximum number shall be no greater than nine. The minimum number shall be one. Whensoever the number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by these Articles expressed to be vested in the Directors generally.

ALTERNATE DIRECTORS

97. Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.
98. A Director may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.
99. An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled as such to receive any remuneration from the Company for his services as an alternate Director save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. It shall not be necessary to give notice of any meetings of Directors or committees of Directors to an alternate director who is absent from the United Kingdom.
100. An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director, but if a Director retires by rotation or otherwise but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.
101. 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.

- 102 Save as otherwise provided in these Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him

POWERS OF DIRECTORS

103. Subject to the provisions of the Act, the Memorandum of Association of the Company and these Articles, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum of Association of the Company or these Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. A meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
104. The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.

DELEGATION OF DIRECTORS' POWERS

105. The Directors may delegate any of their powers to any committee consisting of one or more Directors. They may also delegate to any Managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by such of these Articles regulating the proceedings of Directors so far as they are capable of applying

APPOINTMENT AND RETIREMENT OF DIRECTORS

106. The Subscribers, for so long as they or their Permitted Transferees shall collectively hold 15 *per cent*, of the total number of Ordinary Shares in issue, shall be entitled to appoint, by notice in writing to the Company signed by 51 *per cent*, of the Subscribers, one Non-Executive Director (the identity of whom is acceptable to the Founders) and by like notice in writing to remove a Director appointed under this Article. The Subscribers shall remove an appointee in circumstances where the Subscribers cease to hold the requisite percentage of Ordinary Shares provided always that the Board may waive the obligation to remove an appointee if it is satisfied that the Subscribers' holding of Ordinary Shares will, within 30 days of falling below the threshold, increase to the requisite percentage. The Board shall be entitled to remove a Director appointed under this Clause if a notice of removal is not received by the Company within 7 days of requirement so to do
107. Mr Murphy, for so long as he or his Permitted Transferees shall collectively hold 5 *per cent* of the total number of Ordinary Shares in issue (and Ms Murphy in the same circumstances), shall be entitled to appoint, by notice in writing to the Company and by like notice in writing to remove a Director appointed under this Article. Mr Murphy (or Ms Murphy, as the case may be) shall remove an appointee in circumstances where he (or she) ceases to hold the requisite percentage of Ordinary Shares provided always that the Board

may waive the obligation to remove an appointee if it is satisfied that the relevant person's holding of Ordinary Shares will, within 30 days of falling below the threshold, increase to the requisite percentage. The Board shall be entitled to remove a Director appointed under this Article if a notice of removal is not received by the Company within 7 days of requirement so to do.

108. At each annual general meeting of the Company, all the Directors shall retire from office, with the exception of the Directors appointed pursuant to Articles 106, 107 and 119. If the Company, at the meeting at which a Director retires by rotation, does not fill the vacancy the retiring Director shall, if willing to act, be deemed to have been reappointed unless at the meeting it is resolved not to fill the vacancy or unless a resolution for the reappointment of the Director is put to the meeting and lost.
109. No person other than a Director retiring by rotation shall be appointed a Director at any general meeting unless:
- (a) he is recommended by the Directors; or
 - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment or reappointment stating the particulars which would, if he were so appointed or reappointed, be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed or reappointed,

provided always that the appointment of a Director at a general meeting who is willing to act (to fill a vacancy or as an additional Director) shall be by an ordinary resolution of the Company.

110. Not less than seven nor more than twenty-eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person (other than a Director retiring by rotation at the meeting) who is recommended by the Directors for appointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the Company's register of Directors.
111. Subject to Articles 96, 106 and 107, a member or members holding 75 *per cent.* in nominal value of the issued Shares for the time being conferring the right to vote at general meetings of the Company shall have power from time to time and at any time to appoint any person or persons as a Director or Directors and to remove from office any Director. Any such appointment or removal shall be effected by an instrument which shall be in writing signed by the member or members making the same or by their duly authorised attorneys (or in the case of a member being a Company signed by one of its directors or officers on its behalf), or in such other form as the Directors may accept, and shall take effect upon such appointment or removal being lodged with or otherwise communicated to the Company at the Office or being handed or otherwise communicated to the Chairman of a meeting of the Directors at which a quorum is present.

112. Subject to Articles 96, 106 and 107 the Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors. A Director so appointed shall hold office only until the next following annual general meeting whereupon he shall retire and be subject to reappointment. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
113. In any case where as the result of the death of a sole member of the Company the Company has no members and no Directors the personal representative of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be effective as if made by the Company in general meeting.
114. Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints someone in his place, or if it does not do so, until the end of the meeting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

115. The office of a Director shall be vacated if:
- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
 - (c) he is, or may be, suffering from mental disorder and either
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (d) he resigns his office by notice to the Company; or
 - (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated, or
 - (f) an ordinary resolution requiring his resignation is passed at a duly convened extraordinary general meeting of the Company.

REMUNERATION OF DIRECTORS

116. The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day

DIRECTORS' EXPENSES

117. The Directors may be paid all reasonable travelling, hotel, and other expenses properly incurred by them and approved by the Board in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of Shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

DIRECTORS' APPOINTMENTS AND INTERESTS

118. Subject to these Articles and to the provisions of the Act, the Directors may appoint one or more of their number to the office of Managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit.
119. So long as Mr Murphy and Ms Murphy (or their Permitted Transferees, or any of them) retain Shares in the Company, they shall jointly have the sole right to appoint, by notice in writing to the Company, a Director to be Chairman of the Company and to remove any person so appointed and upon the office being
120. Vacated by removal or for any other reason, to appoint a replacement. A Chairman so appointed shall not be subject to retirement by rotation.
121. Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office.
- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested,
 - (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
122. For the purposes of these Articles
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of

persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified, and

- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.

DIRECTORS' GRATUITIES AND PENSIONS

- 123 The Board may provide benefits, either by the payment of gratuities or pensions or by insurance or otherwise, for any Director or former Director of the Company or any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any persons who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund any pay premiums for the purchase or provision of any such benefit.

PROCEEDINGS OF DIRECTORS

- 124 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, call a meeting of the Directors. It shall be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. All Directors shall be entitled to cast one vote except for any Chairman appointed under Article 119 who shall be entitled to cast an additional vote. Should no Chairman be appointed under Article 119 then any Chairman appointed under Article 126 shall have a single vote except that in the case of an equality of votes, the Chairman (howsoever appointed) shall have a second or casting vote. A Director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.
- 125. Subject to Article 96 above in respect of a Sole Director (when the quorum shall be one), the quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number shall be two, one of whom must be the Chairman. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 126 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 127. If no Chairman has been appointed under Article 119, the Directors may appoint one of their number to be Chairman of the Board or Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director so appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairman of the meeting. A Chairman of the Board of

Directors appointed under this Article by the Directors shall retire by rotation pursuant to Article 108 above if required under that Article

128. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote
129. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors (and for the purposes of this Article the reference to a document being signed shall include it being approved by letter, facsimile or telex); but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.
130. A Director may vote at any meeting of the Directors or of any committee of the Directors on any resolution notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever and if he shall vote on any such resolution as aforesaid his vote shall be counted and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken in to account in calculating the quorum present at the meeting.
131. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive
132. A meeting of the Directors may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able
 - (a) to hear each of the other participating Directors addressing the meeting; and
 - (b) if he so wishes, to address all of the other participating Directors simultaneously,whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods.
133. A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum by these Articles. A meeting held in this way is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the Chairman (howsoever appointed) of the meeting participates.

SECRETARY

134. Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them.

MINUTES

135. The Directors shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Directors, and
 - (b) of all proceedings at meetings of the Company, of the holders of any class of Shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

THE SEAL

136. If the Company has a seal it shall only be used with the authority of the Directors or of a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or second Director. The obligation under Article 9 above relating to the sealing of Share certificates shall apply only if the Company has a seal. The Company may exercise the powers conferred by Section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

DIVIDENDS

137. Subject to the provisions of the Act and Article 8, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
138. Subject to the provisions of the Act and Article 8, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on Shares which confer deferred or non-preferred rights with regard to dividend as well as on Shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on Shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of Shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any Shares having deferred or non-preferred rights.
139. Except as otherwise provided by the rights attached to Shares, all dividends shall be declared and paid according to the amounts paid up on the Shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the Shares during any portion or portions of the period in respect of which the dividend is paid, but, if any

Share is issued on terms providing that it shall rank for dividend as from a particular date, that Share shall rank for dividend accordingly

- 140 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees
- 141 Any dividend or other moneys payable in respect of a Share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the Share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a Share as aforesaid may give receipts for any dividend or other moneys payable in respect of the Share.
142. No dividend or other moneys payable in respect of a Share shall bear interest against the Company unless otherwise provided by the rights attached to the Share
143. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

BORROWING POWERS

144. The Directors may exercise all the powers of the Company to borrow money without limit as to the amount and upon such terms and in such a manner as they think fit and subject (in the case of any security convertible into Shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking property and uncalled capital, or any part thereof, and to issue debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.
- 145 The Board may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers. The Board may remove any person appointed under this Article and may revoke or vary the delegation but no person dealing in good faith and without notice of the revocation or variation shall be affected by it

ACCOUNTS

- 146 No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

CAPITALISATION OF PROFITS

147. The Directors may with the authority of an ordinary resolution of the Company:
- (a) subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve,
 - (b) appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in or towards paying up the amounts, if any, for the time being unpaid on any Shares held by them respectively, or in paying up in full unissued Shares or debentures of the Company of a nominal amount equal to that sum, and allot the Shares or debentures credited as fully paid to those members, or as they may direct, in those proportions, or partly in one way and partly in the other; but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this Article, only be applied in paying up unissued Shares to be allotted to members credited as fully paid;
 - (c) make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of Shares or debentures becoming distributable under this Article in fractions; and
 - (d) authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any Shares or debentures to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members.

NOTICES

148. Any notice to be given to or by any person pursuant to these Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing
149. 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, but otherwise no such member shall be entitled receive any notice from the Company
150. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of Shares in the Company shall be

deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called

151. Every person who becomes entitled to a Share shall be bound by any notice in respect of that Share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title
152. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 48 hours after the envelope containing it was posted.
153. A notice may be given by the Company to the persons entitled to a Share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by these Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred.

WINDING UP

154. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

155. Every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But these Articles shall only have the effect in so far as its provisions are not avoided by Section 310 of the Act
156. The Company may purchase and maintain for any Director, Secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.