

Company Registration Number: 3928186

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

LEONARDO.COM LIMITED
("the Company")

We, the undersigned, being all the members of the above named Company who at the date hereof would be entitled to attend and vote at general meetings of the Company, HEREBY RESOLVE and agree that the following resolution shall take effect as a written resolution of the Company having effect as a special resolution in accordance with Section 381A of the Companies Act 1985 and agree that such resolution shall be as valid and effective as if it had been passed at a general meeting of the Company duly convened and held:

SPECIAL RESOLUTION

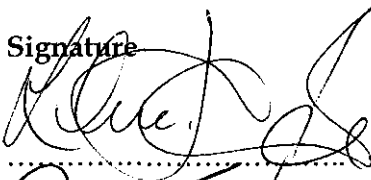
THAT the regulations in the form attached to this resolution and signed for the purposes of identification by the members be hereby approved and adopted as the articles of association of the Company in substitution for, and to the exclusion of, all existing articles of association of the Company.

Member's Name

Signature

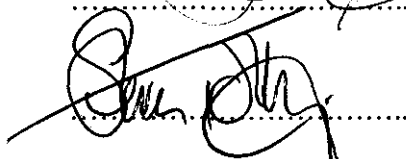
Date of Signature

Lawrence McDermott



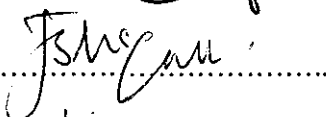
14 February 2000

Steven Tolley



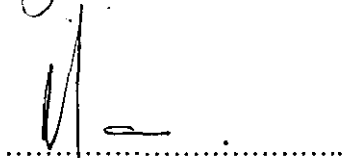
14 February 2000

John McCall duly authorised
for and on behalf of
ALUMASC GROUP PLC



14 February 2000

Martin Wood



14 February 2000

A copy of this resolution has been supplied to the auditors of the Company prior to it being provided to the members of the Company for signature in accordance with Section 381B of the Companies Act 1985.



COMPANY NUMBER: 3928186

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
LEONARDO.COM LIMITED

(Adopted by Special Resolution dated February 14 2000)

PRELIMINARY

1. The headings shall not affect the construction hereof and in the interpretation of these Articles unless there be something in the subject or context inconsistent therewith the following words and expressions shall bear the meanings set out opposite them:-

"**Articles**" means these Articles of Association adopted by Special Resolution on 14 February 2000;

"**Act**" means the Companies Act 1985;

"**Board**" means the Board of Directors of the Company from time to time;

"**Connected Person**" shall have the meaning ascribed to it in section 839 of the Income and Corporation Taxes Act, 1988.

"**Director**" means a director for the time being of the Company;

"**Privileged Relation**" means in relation to a Member a parent or spouse or brother or sister of that Member and all lineal descendants of that Member (including for this purpose any step-child, adopted child or illegitimate child or any such Member of his lineal descendants) or any person who is married to any such lineal descendant;

"**Share**" means any Share for the time being in the capital of the Company;

"Shareholder" or "Member" means a holder for the time being of any Share;

"Shares" means the Ordinary Shares of £1.00 each in the capital of the Company;

"Table A" means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 (as amended).

Words and expressions defined in the Act or in Table A shall unless the context otherwise requires have the same meanings in these Articles. The singular shall include the plural and the masculine the feminine and neuter and vice versa.

2. **TABLE A**

The clauses contained in Table A shall apply to the Company save insofar as they are excluded or modified hereby. The Clauses in Table A numbered 24, 64, 73, 74, 75, 80, 81(e), 95 and 97 shall not apply and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company.

3. **SHARES**

- 3.1 The share capital of the Company at the date of the adoption of these Articles is £50,000 divided into ordinary shares of £1.
- 3.2 The Directors are unconditionally authorised for the purposes of Section 80 of the Act to allot or otherwise dispose of or grant options over relevant securities of the Company (as defined by Section 80(2) of the Act) up to the amount of the share capital in existence at the date of adoption of these Articles to such persons (including any Director), on such terms and conditions and at such time or times as the Directors may think fit, and with full power for the Directors to give any person (including any Director) the call of any Shares, either at par or at a premium, and for such time and for such consideration as the Directors may think fit at any time or times during the period of five years from the date of the adoption of these Articles.
- 3.3 By virtue of Section 91 of the Act, Sections 89(1) and Sections 90(1) to (6) of the Act shall be excluded from applying to the Company.
- 3.4 The lien conferred by Clause 8 in Table A shall attach to fully paid Shares and to all Shares registered in the name of any person indebted or under liability to the

Company whether he be the sole registered holder thereof or one of two or more joint holders.

4. **TRANSFER OF SHARES - GENERAL**

- 4.1 The instrument of transfer of a share must be in writing but may be in any usual form or in any other form which the directors 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.
- 4.2 The directors shall not register any transfer of shares in the Company except a transfer permitted by the provisions of these articles.
- 4.3 If the directors refuse to register a transfer of a share, they shall, within one month after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.
- 4.4 The registration of transfers of shares or of any class of shares may be suspended at such times and for such periods (not exceeding 30 days in any year) as the directors may determine.
- 4.5 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.
- 4.6 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

5. **PERMITTED TRANSFERS OF SHARES**

5.1 **Group Transfers**

- 5.1.1 Any shares held by an undertaking ("**Original Undertaking**") may be transferred to any other undertaking ("**Transferee Undertaking**") which is a holding company or a subsidiary of the Original Undertaking or of its holding company ("**a Group Undertaking**").
- 5.1.2 If any Transferee Undertaking ceases to be a Group Undertaking in relation to the Original Undertaking then such Transferee Undertaking shall within

seven days of such cessation transfer any shares in the Company held by it to the Original Undertaking or to an undertaking which, in relation to the Original Undertaking, is a group undertaking.

- 5.1.3 In the event of any default of Articles 5.1.1 and 5.1.2 above the Original Undertaking or (as the case may be) the Transferee Undertaking shall be deemed to have served a Transfer Notice in respect of all such shares and the price for such shares shall be the issue price (including any premium).

5.2 Nominees

- 5.2.1 Any shares may be transferred by their beneficial owner ("**the Beneficial Owner**") to a person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only.

- 5.2.2 Where any shares have been transferred to a nominee pursuant to Article 5.2.1 any such nominee may transfer any shares so transferred to the Beneficial Owner or to another person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only.

- 5.2.3 Where a person to whom any shares have been transferred as a nominee pursuant to this Article 5.2 ceases to hold such shares as nominee for the Beneficial Owner only he shall forthwith transfer such shares to the Beneficial Owner or to another person shown to the reasonable satisfaction of the Directors to be a nominee for the Beneficial Owner only and in default of doing so he shall be deemed to have given a Transfer Notice in respect thereof provided that the price shall be the issue price (including any premium).

5.3 To Privileged Relations and Trustees

- 5.3.1 Any shares may be transferred by a Beneficial Owner who is an individual:

5.3.1.1 to a Privileged Relation of such Beneficial Owner;

5.3.1.2 to trustees to be held upon Family Trusts.

- 5.3.2 Where any shares have been transferred to Privileged Relations or trustees

pursuant to Article 5.3.1 the Privileged Relation or the trustees as the case may be may transfer any such shares to a person or persons shown to the reasonable satisfaction of the Directors to be:

5.3.2.1 the trustees for the time being (on a change of trustee) of the Family Trusts in question and/or;

5.3.2.2 the Beneficial Owner or any Privileged Relation of the Beneficial Owner.

In any case where a Member proposing to transfer shares under this Article 5.3 ("**the Proposing Transferor**") holds those shares as a result of an earlier transfer authorised under this Article 5.3 from another Member ("**the Original Member**") the Proposing Transferor may only transfer those shares to a person to whom the Original Member could have transferred such shares under this Article 5.3.

5.3.3 Where shares are held by trustees on a Family Trust and any such shares cease to be held upon Family Trusts (otherwise than in consequence of a transfer authorised under Article 5.3.2) the trustees shall forthwith transfer such shares to a transferee permitted under Article 5.3.2 and in default of doing so the trustees shall be deemed to have given a Transfer Notice in respect of the shares in question provided that the price shall be the issue price (including any premium).

5.4 Other Permitted Transfers

5.4.1 Any Shares or any interest in any Shares may be transferred at any time to any person with the written consent of the holders of not less than 86 per cent in nominal value of the issued Equity Shares for the time being.

5.4.2 The restrictions on transfer contained in these articles shall not apply to any transfer pursuant to article 7 of these Articles.

6. PRE-EMPTION RIGHTS ON TRANSFER OF SHARES

6.1 Subject to Articles 5 and 7 any Shareholder ("**Proposing Transferor**") proposing to transfer any Shares shall give notice in writing ("**Transfer Notice**") to the Company specifying the Shares he wishes to transfer ("**Sale Shares**"). The Transfer Notice

shall constitute the Company the agent of the Proposing Transferor for the sale of the Sale Shares comprised in the Transfer Notice to any Shareholder or Shareholders willing to purchase the same ("**Purchasing Member**") or to the Company itself in either case at a price to be determined in accordance with paragraph 6.3 below ("**Sale Price**"). A Transfer Notice may contain a provision that unless all the Sale Shares are sold pursuant to paragraphs 6.2 and following of this Article part only shall not be so sold ("**a Total Transfer Condition**") and any such provision shall be binding on the Company. A Transfer Notice shall not be revocable except with the sanction of the Directors PROVIDED THAT the Proposing Transferor may revoke the Transfer Notice by notice in writing served on the Company within seven days of the issue of the Accountant's Certificate as to the Sale Price pursuant to paragraph 6.3.

- 6.2 Subject to the Proposing Transferor not having served a notice of revocation in accordance with paragraph 6.1 above the Directors shall ensure that the Sale Shares shall be offered to all the Shareholders at the date of the Transfer Notice (other than the Proposing Transferor) as nearly as may be in proportion to the number of Shares held by them respectively. Such offer shall be made by notice in writing ("**Offer Notice**") not later than 15 days after receipt of the Transfer Notice in the event of the Sale Price being agreed between the Proposing Transferor and the Board or in the event of no such agreement not later than 15 days after the issue of the Accountant's Certificate. The Offer Notice shall state the number of the Sale Shares, the Sale Price per Sale Share, whether a Total Transfer Condition has been imposed and shall limit the time in which the offer may be accepted, to 28 days after the date of the Offer Notice. The Offer Notice shall further invite each Shareholder to state in his reply the number of additional Sale Shares (if any) in excess of his proportion which he desires to purchase and if all the Shareholders do not accept the offer in respect of their respective proportions in full the Sale Shares not so accepted shall be used to satisfy the claims for additional Sale Shares as nearly as may be in proportion to the number of Shares already held by them respectively at the date of the relevant Transfer Notice PROVIDED THAT no Shareholder shall be obliged to take more Sale Shares than he shall have applied for. If any Sale Shares shall not be capable without fractions of them being offered to the Shareholders in proportion to their existing holdings, the same shall be offered to the Shareholders, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard

thereto, and the lots shall be drawn in such manner as the Directors may think fit. For the purpose of these Articles an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company.

- 6.3 The Sale Price of the Sale Shares shall be either the price per Share agreed between the Proposing Transferor and the Board within 15 days of the service of the Transfer Notice or (as the case may be) the date when the Transfer Notice is deemed to have been served or in default of agreement within such period such price as an independent chartered accountant appointed by agreement between the Proposing Transferor and the Board or in default of agreement appointed by the President of the Institute of Chartered Accountants in England and Wales ("the Accountant") shall on the application of either the Proposing Transferor or the Board certify in writing to be the fair value thereof per Share. In so certifying the Accountant shall be considered to be acting as expert and not arbitrator and his decision shall (save in the case of manifest error) be final and binding. The reasonable costs of the Accountant shall be borne equally by the Proposing Transferor and the Company. For the purposes of this paragraph the Accountant shall value the Sale Shares on assuming an arms length sale between a willing seller and a willing buyer and on the basis that each Share in the capital of the Company has the same value corresponding to its proportion of the value of all of the issued Shares in the Company taken as a whole and that no additional or reduced value is attached to any holding of Shares by virtue only of such holding comprising or after purchase conferring or giving rise to a majority or minority of the total issued share capital of the Company.
- 6.4 If purchasing Shareholders shall be found for all the Sale Shares within the appropriate period specified in paragraph 6.2 above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "**Sale Notice**") to the Proposing Transferor and the Purchasing Members specifying the Purchasing Members and the Proposing Transferor shall be bound upon payment of the Sale Price (being the sum due in respect of all the Sale Shares) to transfer the Sale Shares to the Purchasing Members.
- 6.5 If the Company shall not find a Shareholder or Shareholders willing to purchase all or any of the Sale Shares pursuant to this Article before the expiry of the period referred to in paragraph 6.2 of this Article then the Company may for a period not

exceeding 21 days from the expiration of such period offer such unallocated Shares at the Sale Price to a third party. Within three days of the acceptance of any such offer the Company shall serve upon the Proposing Transferor a Sale Notice.

- 6.6 If the Company shall not find a third party willing to purchase all or any of the Sale Shares pursuant to this Article within the periods herein provided the Company may, subject to the provisions of the Companies Act 1985 exercise its power to purchase any (or if the Transfer Notice contained a Total Transfer Condition all) of the Sale Shares.
- 6.7 If the Company declines or is unable to exercise the power referred to in paragraph 6.6 the Company shall where the Transfer Notice contained a Total Transfer Condition serve upon the Proposing Transferor a notice specifying the Sale Shares unallocated in accordance with this Article ("**a Non Allocation Notice**") or where the Transfer Notice contained no Total Transfer Condition serve upon the Proposing Transferor a Sale Notice in respect of those Sale Shares allocated and a Non Allocation Notice specifying the number of Sale Shares remaining unallocated.
- 6.8 Upon receipt of the Non Allocation Notice the Proposing Transferor may for a period not exceeding 21 days offer, subject to clause 6.9, such unallocated Sales Shares as specified in the Non Allocation Notice at a price not less than the Sale Price to a third party (the "**Third Party**"). Within three days of the acceptance of any such offer the Proposing Transferor shall serve upon the Company a Sale Notice.
- 6.9 The Proposing Transferor shall disclose immediately to the Board the identity of the Third Party and ensure that it does not offer any Sale Shares to a Third Party who in the reasonable opinion of the Board competes, either directly or indirectly, with the Company.
- 6.10 If the Proposing Transferor is unable to find a third party willing to purchase all or any of the Sales Shares within the periods herein provided the Proposing Transferor shall serve a Non Allocation Notice or where the Transfer Notice contained no Total Transfer Condition serve a Sale Notice in respect of those Sales Shares allocated and a Non Allocation Notice specifying the number of Sale Shares remaining unallocated.

- 6.11 If in any case the Proposing Transferor within 28 days of having become bound as aforesaid fails to transfer any Sale Shares in accordance with this Article the Company may receive the purchase money on his behalf, and may authorise a Director to execute a transfer of such Sale Shares in favour of the Purchasing Members or the Company as the case may be. Payment of the purchase money by the Company into a separate appropriate designated bank account shall be a good discharge to the Purchasing Members or the Company.

7. DRAG ALONG/TAG ALONG RIGHTS

- 7.1 No sale or transfer shall be made or registered if the same would result in a person or persons acting in concert who are not Members at the date of adoption of these articles ("**the Purchasing Group**") holding or increasing their shareholding in the Company to 50% or more of the Equity Shares, unless before the sale is made or the transfer is lodged for registration, the Purchasing Group has made a written offer, which shall have remained open for at least 21 days, to purchase all the Shares in issue immediately before such sale or transfer at the Third Party Price.

- 7.2 For the purposes of this Article 7 the expression "Third Party Price" shall mean the price per Share which has been offered for each Share whose proposed transfer has led to the offer.

In the event of disagreement as to the Third Party Price the matter shall be referred to the Auditors (acting as experts and not as arbitrators) for determination. The costs of the Auditors shall be borne equally by the parties concerned and their decision shall be final and binding.

- 7.3 If transfers under Article 7.1 result in members of the Purchasing Group holding or increasing their shareholding to 50% or more of the Shares, the members of the Purchasing Group may by written notice to the Company served within 60 days after the last of such transfers require the Company as agent for the Purchasing Group to serve notices (each a "**Compulsory Purchase Notice**") on each of the other Shareholders ("**the Minority Shareholders**") requiring them to either purchase all the shareholding of the Purchasing Group at the Third Party Price in accordance with the terms of Article 6.2 to 6.4 inclusive or to sell their Shares to one or more persons identified as members of the Purchasing Group at the Third Party Price (provided

that if the Third Party Price is based on consideration paid or agreed to be paid pursuant to a transaction between Connected Persons or between persons acting in concert the consideration payable shall, if higher, be the Sale Price certified in accordance with Article 6.3). The Company shall serve the Compulsory Purchase Notices forthwith and for 28 days from the service of the Compulsory Purchase Notices the Minority Shareholders (or the Purchasing Party as the case may be) shall not be entitled to transfer their Shares to anyone except the Purchasing Group or persons identified by them.

- 7.4 The Purchasing Group (or the Minority Shareholders as the case may be) shall complete the purchase of all the Shares in respect of which a Compulsory Purchase Notice has been given at the same time and, in any event, no later than 21 days after the date of the service of such Compulsory Purchase Notices. The consideration shall be payable in full without any set off. Any transfer pursuant to a Compulsory Purchase Notice shall not require the proposing transferor to give a Transfer Notice. The Directors shall not register any transfer, and no member of the Purchasing Group (or the Minority Shareholders as the case may be) shall be entitled to exercise or direct the exercise of any rights in respect of any Shares to be transferred pursuant to this Article 7, until in each case the member of the Purchasing Group (or the Minority Shareholders as the case may be) has fulfilled all his obligations pursuant to this Article 7.4.
- 7.5 If on the expiration of 28 days after the service of the Compulsory Purchase Notices a Minority Shareholder (or the Purchasing Party as the case may be) has not transferred his Shares to any member of the Purchasing Group (or the Minority Shareholders as the case may be) against payment of the price for them, the Directors may authorise some person to execute and deliver on his behalf any necessary transfer in favour of the relevant member(s) of the Purchasing Group (or the Minority Shareholders as the case may be) and the Directors shall receive the consideration in respect of such Shares and shall (subject to the transfer being duly stamped) cause the name of the relevant member(s) of the Purchasing Group (or the Minority Shareholders as the case may be) to be entered into the register of members of the Company as the holder of the relevant Shares. The Company shall hold the consideration in trust for the Minority Shareholder (or the Purchasing Party as the case may be) but shall not be bound to earn or pay interest on it. The receipt of the

Company for the consideration shall be a good receipt for the price of the relevant Shares, but the Purchasing Group (or the Minority Shareholders as the case may be) shall not be discharged from procuring that the Company applies the money in payment to the Minority Shareholder (or the Purchasing Party as the case may be) against delivery by the Minority Shareholder (or the Purchasing Party as the case may be) of the certificate in respect of the Shares or an indemnity in respect of the same. After the name of the member of the Purchasing Group (or the Minority Shareholders as the case may be) has been entered in the register of members of the Company in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

8. **TRANSFERS BY SHAREHOLDERS ON CEASING TO BE A DIRECTOR OR EMPLOYEE**

8.1 If an employee or director of the Company or any of its subsidiary undertakings who is not a holder of issued equity shares of the Company at the date of the adoption of these Articles ("**the relevant individual**") ceases for any reason (including death or bankruptcy) to be an employee or director of the Company or any of its subsidiary undertakings and is not continuing as either a director or employee of the Company or any of its subsidiary undertakings and:

8.1.1 the relevant individual is a holder of Shares (whether solely or jointly with any other person); and/or

8.1.2 the relevant individual has established a Family Trust which holds Shares; and/or

8.1.3 any Shareholder holds Shares as the nominee of the relevant individual; and/or

8.1.4 Shares are held by a company the majority of the issued share capital of which is beneficially owned by the relevant individual or a Privileged Relation, Family Trust or other permitted transferee of the relevant individual;

then the Board may within three months after the date on which the relevant individual ceases to be a director or employee ("**Cessation Date**") determine in

his/their absolute discretion that there shall be deemed to have been served a Transfer Notice ("**Mandatory Transfer Notice**") by any of the holders of Shares referred to in this Article (or their personal representatives in the case of their death) ("**Compulsory Vendors**") in respect of all their shares in the Company (however acquired). Such shares shall be offered to the Company and the Members (other than the Compulsory Vendors) in accordance with the provisions of Article 6 which shall apply mutatis mutandis except to the extent that they are varied by the following provisions of this Article 8 in such event the Board may also determine in its absolute discretion to revoke any Transfer Notice given or deemed to have been given by the Compulsory Vendors prior to the Cessation Date ("**Previous Notice**") provided that at the time of such determination no sale and purchase of shares subject to such Previous Notice has completed. Upon such determination the Previous Notice shall be automatically revoked forthwith and the shares subject to it shall be included in the Transfer Notice deemed to have been served pursuant to the foregoing provisions of this Article 8.1.

8.2 A Transfer Notice shall be deemed to have been given under this Article 8 on the date of notification by the Board to the Compulsory Vendors of his/their determination that a Transfer Notice is deemed to have been given ("**Deemed Notice Date**").

8.3 The price for the Sales Shares shall be as follows:

8.3.1 in the case of all relevant individuals:

8.3.1.1 if the Cessation Date is less than two years after the issue of the Sale Shares, or, if later, if the relevant individual is a "Bad Leaver", the price shall be the Market Value of the Sale Shares as at the Cessation Date, or, if less, the issue price (including any premium) of the Sale Shares;

8.3.1.2 if the Cessation Date is at least two years after the issue of the Sale Shares and the relevant is a "Good Leaver", the price shall be the Market Value of the Sale Shares.

8.4 For the purposes of Article [10.5]:

8.4.1 the "Market Value" shall be the price agreed between the Compulsory Vendors and the Board or, if they fail to agree a price within 21 days of the Deemed Notice Date the price certified by the Accountants pursuant to Article 6.3 to be the market value of the Sale Shares upon the Cessation Date. The costs of the Auditors shall be borne as determined by the Auditors;

8.4.2 a "Good Leaver" is a relevant individual who ceases to be an employee and/or director because of death, retirement or permanent incapacity entitling the Company to dismiss him or is otherwise dismissed by the Company (other than a dismissal in circumstances entitling the Company or one of its subsidiary undertakings summarily to dismiss that person) or who is otherwise categorised as a Good Leaver by the Board in his/their absolute discretion within one month of the Cessation Date;

8.4.3 a "Bad Leaver" is a relevant individual who ceases to be an employee and/or director and who is not a Good Leaver.

8.5 Notwithstanding any other provision of this Article 8, and for the avoidance of doubt, any person who holds issued equity shares of the Company at the date of the adoption of these Articles is not subject to the provisions of the Articles 8.1 to 8.4 inclusive.

9. NOTICE OF GENERAL MEETINGS

Every notice calling 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.

10. PROCEEDINGS AT GENERAL MEETINGS

10.1 The following words shall be added to the end of Clause 41 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum".

10.2 It shall not be necessary to give any notice of an adjourned meeting and Clause 45 in Table A shall be construed accordingly.

- 10.3 A poll may be demanded by any Member present in person or by proxy and Clause 46 in Table A shall be modified accordingly.

11. DIRECTORS

- 11.1 Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than one nor more than four. In the event of *the minimum number of Directors fixed pursuant to these Articles of Association of the Company* being one, a sole Director shall have authority to exercise all the powers and discretions vested in the Directors generally.
- 11.2 In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 11.3 A Director need not hold any Shares of the Company to qualify him as a Director.
- 11.4 Each Director's remuneration shall be determined by the Board unless otherwise determined by Ordinary Resolution of the Company and Clause 82 in Table A shall be modified accordingly.
- 11.5 If any Director shall be called upon to perform extra services or to make special exertions for any of the purposes of the Company, the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.
- 11.6 A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 94 in Table A shall be modified accordingly.
- 11.7 A Director shall not retire by rotation and Clauses 76, 77 and 78 in Table A shall be modified accordingly.
- 11.8 A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and Clause 79 in Table A shall be modified accordingly.

- 11.9 Without prejudice to the provisions of Section 303 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The Company may by Ordinary Resolution appoint another person in place of the Director so removed.
- 11.10 The Directors may conduct a meeting of the Board over the telephone subject to such meeting being called on reasonable notice PROVIDED THAT each Director is able to hear each other Director by means of a telephone conference facility and PROVIDED THAT no resolution shall be validly passed at such meeting unless it is unanimously passed by all those Directors who are party to the meeting.
- 11.11 An Alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate and he shall count for himself and for each Director for whom he acts as alternate for the purpose of determining whether a quorum be present.
- 11.12 No person shall be or become incapable of being appointed a Director by reason of his having attained the age of 70 or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of 70 or any other age.

12. INDEMNITIES

Subject to the provisions of the Companies Act but without prejudice to any indemnity to which he may otherwise be entitled every Director alternate director secretary and other officer or employee for the time being of the Company shall be indemnified out of the assets of the Company against any liability sustained or incurred by him in defending any proceedings whether civil or criminal relating to his conduct as an officer or employee of the Company in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Companies Act in which relief is granted to him by the Court. Regulation 118 shall not apply to the Company.