

**Company No: 4038252**

**SECTION 381A  
THE COMPANIES ACT 1985  
(as amended by the Companies Act 1989)**

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**COMPANY LIMITED BY SHARES**  
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**WRITTEN RESOLUTIONS  
OF  
SUNTECH MEDICAL GROUP LIMITED  
("the Company")**

I, the undersigned being (or being the authorised representative of) the sole member of the Company, hereby resolve as follows:-

**SPECIAL RESOLUTION**

1. That Articles of Association attached to these Written Resolutions and signed for identification by the Chairman be 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.

**ORDINARY RESOLUTION**

2. That the directors of the Company be generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985, in substitution for any continuing authority conferred upon them, to exercise all the powers of the Company to allot, agree to allot, and issue shares (as defined in the said Section 80) at such times and on such terms and conditions as they think proper up to a maximum of £116,000 of the authorised capital of the Company from time to time provided that:-

- (i) this authority shall expire 3 months from the date of this Resolution; and



- (ii) the Company may prior to the expiry of such authority make an offer or agreement under which relevant securities would or might fall to be allotted after such expiry and the board may allot relevant securities in the pursuance of such offer or agreement as if the authority conferred by this Resolution had not expired.

Name of Shareholder

Richard John Kennett

Signature

Date

 13 November 2000

The Companies Acts 1985 to 1989

Company Limited by Shares

ARTICLES OF ASSOCIATION

of

SUNTECH MEDICAL GROUP LIMITED  
Company Number 4038252

Adopted by a Special Resolution on **13** November 2000

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line and a small flourish at the end.

**LAYTONS**

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THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

SUNTECH MEDICAL GROUP LIMITED

PRELIMINARY

- 1.1 Subject as hereinafter provided, the Regulations contained in or made applicable by Table A in the Schedule to the Companies (Tables A - F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A these Articles shall prevail.
- 1.2 References to Regulations are to regulations of Table A.
2. "Writing" includes telex facsimile transmission and cablegram and any other means of reproducing words in tangible permanent form and any telex or cablegram shall be deemed signed by the person whose name appears at the end as being the writer or sender.
3. In Regulation 1 between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

SHARE CAPITAL

4. The share capital of the Company at the date of adoption of these Articles is £10,000,000 divided into 100,000,000 Ordinary Shares of 10 pence each.

ALLOTMENT AND ISSUE OF SHARES

5. To the extent from time to time so authorised by the Company in general meeting, the Directors shall have power to cause the Company to offer, allot, agree to allot, grant any right to subscribe for or to convert any security into, and otherwise dispose of any of the Shares in the capital of the Company for the time being unissued to such persons (including any Directors) at such times and generally on such terms and conditions as they think proper but

subject to any direction to the contrary given by the Company in general meeting and to the terms on which any Shares are created or issued.

6. Any authority of the Directors to allot relevant securities may be varied, revoked or renewed by the Company in general meeting in accordance with the provisions of the Act.

#### LIEN AND CALLS

7. Without prejudice to the lien conferred by Regulation 8, the Company shall have a first and paramount lien on all Shares for all monies presently payable by a Shareholder or his estate to the Company. The liens conferred by Regulation 8 shall attach to fully paid Shares and to all Shares registered in the name of any person so indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.
8. The liability of any Shareholder in default in respect of a call shall be increased by the addition of the words "and all expenses incurred by reason of such non-payment" at the end of the first sentence of Regulation 18.

#### TRANSFER OF SHARES

9. Regulation 26 of Table A shall not apply.
- 10.1 The Directors may decline to register the transfer of any share if they consider it to be contrary to the interests of the Company that the transfer be registered because the intended transferee would after registration of such transfer carry on business (or be connected with a person carrying on business) in competition with the Company or any subsidiary of the Company. For the purposes of this Article, a person shall be deemed to be connected with another in the circumstances specified in section 839 Income and Corporation Taxes Act 1988.
- 10.2 The Directors shall not register any transfer of Shares in the Company save in circumstances permitted by Article 12.
- 10.3 No share or any interest therein may be transferred to any person who will thereafter have control (within the meaning of Section 840 of the Income and Corporation Taxes Act 1988) of the Company except in a case where the transferee makes or procures to be made or has made or procured to be made or the transfer is pursuant to acceptance of a written offer (open for acceptance in England for a period of at least twenty one days and with adequate security

as to the performance of obligations thereunder) to all the members to purchase all, or all other, shares of the Company. In the case of shares of the same class as those to be transferred to such person the price shall be the highest price offered, paid or payable by the intending transferee for any shares in the capital of the Company during the twelve months preceding the date of the agreement to purchase the share which will give the transferee control or (if higher) the price offered in respect of the shares which will give the transferee control. In the case of any other class of shares the price shall be obtained by multiplying the price above mentioned by a factor (to be determined by the auditors of the Company) which takes due account of the value or contingent value of the different rights attached or to be attached to such other class of shares. Any transfer pursuant to any such written offer shall not require the proposing transferor to give a transfer notice. If any members accept the offer from or procured by the transferee the purchase of the shares in question shall be completed before the expiry of fifteen days after expiry of the offer, at a place and a time to be appointed by the Directors.

11. If the Directors refuse to register the transfer of Shares 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 stating the reasons for the same.

12.1 Definitions: For the purposes of this Article:

- (a) where any person is unconditionally entitled to be registered as the holder of a Share and the Board has resolved that he be registered as holder of that Share, he and not the registered holder of such share shall be deemed to be a Member of the Company in respect of that Share; and
- (b) the expression "transfer" shall include the renunciation of any letter of allotment and the transfer of any beneficial or other interest in a Share (not being a charge to secure money).

12.2 Permitted Transfers: Subject to the other provisions of these presents, Shares may be transferred without prior compliance with the remaining paragraphs of this Article in any of the following circumstances:

12.2.1 Any Member may transfer any Shares to any person who at the time that the relevant transfer is presented to the Company for registration ("the relevant time") falls within any of the following categories:

- (a) any other Member if the intended transferee and persons connected with him within the meaning of section 839 Income and Corporation Taxes Act 1988 will not upon completion of such transfer hold or be entitled to acquire

shares representing more than thirty per cent of the total issued share capital of the Company at the relevant time;

- (b) his/her spouse or issue;
- (c) the trustees of a trust the only beneficiaries of which are all or any of any present or future spouse or issue of himself/herself ("family beneficiaries") together with any other person or persons included as a beneficiary or beneficiaries but who can benefit only in the event of the death of all family beneficiaries under the trust PROVIDED THAT if all such family beneficiaries should die the trustees of the trust shall either transfer the Shares held by them to some person to whom the person who transferred the Shares to them would be (or if he were alive would be) entitled to transfer the same under this paragraph 12.2 or shall issue (and not withdraw) a Transfer Notice in respect of the same pursuant to paragraph 12.4 of this Article;
- (d) the Trustees of any trust which is or forms part of an employee share scheme within the meaning of section 743 Companies Act 1985 which has been approved by the Company in General Meeting ("Employee Benefit Trust");
- (e) any person who is employed by the Company or by any subsidiary of the Company if the Shares transferred do not represent more than one per cent of the entire issued share capital of the Company at the relevant time and at the relevant time the transferee has not given or received notice of termination of such employment.

12.2.2 Provided that there is no change in beneficial ownership and the transfer does not form part of a series of events which include a change in beneficial ownership:

- (a) any Shares may be transferred by a Member to a nominee or bare trustee for himself;
- (b) any Shares may be transferred by a Member to a person for whom he is a nominee or bare trustee;
- (c) any Shares held by the trustees of any trust may be transferred to the new trustees of that trust upon a change of trustees.

12.2.3 Any Shares held by the trustees of a trust which is within the provisions of sub-paragraph 12.2.1(c) of this Article may be

transferred to a family beneficiary who is or becomes entitled thereto under the terms of the trust and is at the time of transfer aged at least twenty-one years;

12.2.4 Any Shares for the time being held by a corporate Member may be transferred to any company which is for the time being its wholly-owned subsidiary or of which it is a wholly-owned subsidiary or which is a wholly-owned subsidiary of a company of which that corporate Member is a wholly owned subsidiary PROVIDED THAT upon such subsidiary and parent relationship ceasing to exist, the shares so transferred shall immediately be transferred back to that corporate member and if they have not been so transferred back within twenty-one days of notice requiring such transfer back to be effected given by any member or members holding in aggregate at least ten per cent of the issued share capital of the Company for the time being, the holder shall issue (and not withdraw) a Transfer Notice in respect of the same pursuant to paragraph 12.4 of this Article

12.2.5 Any shares for the time being held by a corporate Member may be transferred by it to the holders of its ordinary share capital in proportion to the numbers of ordinary shares in its capital respectively held by them

12.2.6 Shares held by an investment fund may be transferred to the participants in such fund according to its rules or to a custodian or manager or new custodian or new manager for or of an investment fund (and for this purpose "investment fund" means a fund, however constituted and whether corporate or unincorporate, whose funds have been subscribed for the purpose of investment pursuant to an invitation made to more than ten persons who are not connected with each other within the meaning of section 839 Income and Corporation Taxes Act 1988)

12.2.7 Any Shares held by the trustees of any Employee Benefit Trust may be transferred to any person entitled to the same under the rules of the employee share scheme to which the Employee Benefit Trust relates, or to any other person in the course of the bona fide exercise by the trustees of their powers as such (including any transfer on sale or other disposal)

12.3 Pre-emption Obligation: Except as provided in the preceding paragraphs 10.3 and 12.2, no Shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted or the holder or holders of not less than fifty per cent in nominal value of the issued Shares of each class (disregarding the intending transferor and his Shares) have consented in writing to the transfer.



12.4 Transfer Notice: Every person who desires or intends to transfer any Share or Shares (other than in the circumstances referred to in paragraphs 10.3 or 12.2 of this Article) or who is required so to do by sub-paragraph 12.2.1 or 12.2.4 of this Article (“the Intending Transferor”) shall give to the Company notice in writing of such intention (“a Transfer Notice”) stating:

- (a) The name of the intended transferee;
- (b) The number of Shares intended to be transferred;
- (c) In the case of a sale, the price payable and the time for payment thereof, any other material terms relevant to the sale and any assistance to be given to the intended transferee for payment of the price and satisfaction of his other obligations in relation to his acquisition of the Shares by the Intending Transferor and his associates.

Except in the case of a Transfer Notice required or deemed to be served by paragraph 12.2 of this Article, the Transfer Notice may contain a provision that unless all the Sale Shares are sold pursuant to this Article, none shall be so sold and any such provision shall be binding on the Company.

12.5 Separate Class Notices: No Transfer Notice shall relate to more than one class of Shares.

12.6 Agency for Sale and Price: Subject as hereinafter mentioned, a Transfer Notice shall irrevocably (subject to paragraph 12.7 of this Article) constitute the Company the agent of the Intending Transferor for the sale of the Share or Shares the subject thereof (hereinafter called the Sale Shares) in one or more lots at the discretion of the Directors:

- (a) (in the case of an intended transfer on sale where the terms of the sale specified in the Transfer Notice are confined to price, time for payment, any assistance by the intending transferor to the intending transferee for payment of the price, any terms providing for the mechanics of the transaction, any warranties as to title to the shares, and terms as to the effective date of sale and the entitlement to the rights attached to the shares between such effective date and the date of completion) at the price and upon the terms specified in the Transfer Notice; and
- (b) (in any other case) at a price to be agreed between the Intending Transferor and the Directors, or, in default of agreement, at the price which the Auditors shall in writing under their hand certify to be in their opinion the fair value thereof as between a willing seller and a willing buyer as at the date of the Transfer Notice taking into account any bona fide offer from any person not being a Member to purchase any Shares comprised in or of the class comprised in the

Transfer Notice. In so certifying, the Auditors shall act as experts and not arbitrators and their decision shall be final and binding upon the parties.

- 12.7 Cancellation of Transfer Notice: If the Auditors are asked to certify the fair value as aforesaid their certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Intending Transferor who (except in the case of a Transfer Notice required or deemed to be served by paragraph 12.2 of this Article, in which case the Intending Transferor shall have no right of cancellation) may by notice in writing given to the Company within ten days of the service upon him of the said certified copy (as to which time shall be of the essence) cancel the Company's authority to sell the Sale Shares. Save for the right of cancellation conferred by this paragraph, service or deemed service of a Transfer Notice shall be irrevocable.
- 12.8 Cost of Auditors Certificate: The cost of obtaining the certificate shall be borne by the Company unless the Intending Transferor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.
- 12.9 Offer of Sale Shares: Upon the price being fixed as aforesaid and provided the Intending Transferor (being entitled so to do) shall not give notice of cancellation as aforesaid, the Company shall forthwith by notice in writing:
- (a) if the Sale Shares comprise not more than one per cent of the issued share capital of the Company at the date of the Transfer Notice, inform the trustees of any Employee Benefit Trust of the number and price of the Sale Shares and other terms applicable hereunder to the sale and invite such trustees to apply in writing to the Company within twenty-eight days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as such trustees shall state in such application. Any Sale Shares required to be offered to the said trustees under this paragraph 12.9(a) shall not be required to be offered to any other Member or Members under this Article 12 and no other Member or Members shall have any rights of pre-emption in respect of the same under this Article 12;
  - (b) in any other case inform each Member (other than the Intending Transferor) of the number and price of the Sale Shares and other terms applicable hereunder to the sale and invite each such Member to apply in writing to the Company within twenty eight days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as he shall state in such application. Any application made by any Member not entitled to receive such invitation shall be disregarded.

12.10 Allocation to Applicants: If any person to whom a notice is given by the Company pursuant to the preceding Article 12.9 shall within the period of twenty-eight days allowed in such notice apply for all or (except where the Transfer Notice properly provides otherwise) any of the Sale Shares, the Company by written notice to the applicants and the Intending Transferor ("the Allocation Notice") given within fifty-six days of the date of despatch of the Company's notice pursuant to Article 12.9 shall allocate the same (or so many of them as shall be applied for as aforesaid):

- (1) first, to and amongst the applicants who are Members holding Shares of the same class as the Sale Shares (and in case of competition pro rata according to the number of Shares of that class of which they are registered or unconditionally entitled to be registered as holders); and
- (2) second, (if any of the Sale Shares shall remain after such applicants have been satisfied in full), to and amongst the remaining applicants (and in case of competition pro rata according to the number of Shares of any class in respect of which they are registered or unconditionally entitled to be registered as holders)

PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Shares specified by him as aforesaid.

12.11 Transfer to Applicants: The Intending Transferor shall be bound to transfer the Shares comprised in an Allocation Notice to the purchasers named therein against payment of the price at the time and place therein reasonably specified (or if none be so specified then fifty-six days from the date of the Allocation Notice, at the Office); and if he shall fail to do so, each of the Directors severally shall be deemed to have been appointed attorney of the Intending Transferor with full power to execute, complete and deliver, in the name and on behalf of the Intending Transferor, transfers of the Shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the Shares so transferred to him. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Intending Transferor.

12.12 Transfers after exhaustion of Pre-Emption Procedure: During the six months following the expiry of the said period of fifty-six days referred to in paragraph 12.10 of this Article the Intending Transferor (subject to the remaining provisions of these Articles) may transfer any Share not allocated by the Directors in an Allocation Notice to the person or persons named in that behalf in the Transfer Notice upon the terms offered to Members pursuant to Article 12.9 (or which are more advantageous to the Intending Transferor than

those terms) and no others (but not otherwise save in accordance with the provisions of this Article) Provided that, if the Intending Transferor stipulated in his Transfer Notice that unless all the Sale Shares were sold pursuant to this Article, none should be so sold, the Intending Transferor shall not be entitled to transfer only some of the Sale Shares.

- 12.13 Evidence of Entitlement to Transfer: For the purposes of ensuring that a transfer of Shares is duly authorised by these Articles or that no circumstances have arisen whereby a Transfer Notice is required to be given, the Directors may from time to time require any Shareholder or past Shareholder or the legal personal representatives or trustees in bankruptcy, receiver or liquidator of any Shareholder or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer or transmission in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned. If such information or evidence disclosed that in the reasonable opinion of the Directors a Transfer Notice ought to have been given in respect of any Shares, the Directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned.
- 12.14 Deemed Transfer Notice: In any case where under the provisions of this Article, the Directors may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of two weeks or demand being made, a Transfer Notice shall be deemed to have been given at the expiration of that period.
- 12.15 Renunciation of Allotment: Any direction, whether by way of renunciation, nomination or otherwise, by a Shareholder entitled to an allotment of Shares, to the effect that such Shares or any of them be allotted or issued to some person other than himself, shall be deemed to constitute a transfer of the Share or Shares comprised in such direction and shall be deemed to constitute a Transfer Notice comprising such Share or Shares and the provisions in this Article shall apply accordingly.
- 12.16 Pre-Emption Timetable: Subject to the periods expressly provided for in the preceding clauses of this Article 12, the timetable for the making of offers pursuant to the provisions of this Article 12 shall be in the discretion of the Directors who shall make such arrangements as they consider to be fair and practicable. In particular the Directors may make arrangements for offers of Sale Shares pursuant to Article 12.9 (other than to the trustees of an Employee Benefit Trust) to be made only at times of the year specified by them provided that such times are not less frequent than twice each calendar year

## TRANSMISSION OF SHARES

- 13.1 Any person becoming entitled to a Share in consequence of the death or bankruptcy of a Member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the Share and subject to Articles 9 to 12 inclusive), and subject as hereinafter provided, either be registered himself as holder of the Share upon giving to the Company notice in writing of such his desire, or transfer such Share to some other person. All the limitations, restrictions and provisions of these presents (including Articles 9 to 12 inclusive) relating to the right to transfer and the registration of transfers of Shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer executed by such Member. If any person defaults in complying with this Article within such period (not being less than forty-two days) specified by the Directors in a notice to such person, the Directors may thereafter withhold dividends and other sums payable in respect of the Shares until their notice is complied with.
- 13.2 Subject to Article 13.1 and save as otherwise provided by or in accordance with these presents, a person becoming entitled to a Share in consequence of the death or bankruptcy of a Member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the Share except that he shall not be entitled in respect thereof to receive notice of, attend, vote or exercise any other right conferred by Membership in relation to meetings of the Company until he shall have been registered as a Member in respect of the share.
- 13.3 Regulations 30 and 31 shall not apply

## PROCEEDINGS AT GENERAL MEETINGS

- 14.1 Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to Shareholders in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Shareholder is entitled to receive shall be sent to the Directors and to the auditor for the time being of the Company.
- 14.2 In regulation 62 the words “certified notarially” shall be replaced by the words “certified notarially or pursuant to the Powers of Attorney Act 1971”.

## RENOUNCEABLE ALLOTMENT LETTERS

15. No Renounceable Allotment Letters or other renounceable documents shall be issued by the Company in respect of the issue or offer of any Shares without the sanction of a Special Resolution.

## DIRECTORS

16. Until otherwise determined by the Company in general meeting, there shall be no maximum number of Directors and the minimum number of Directors shall be two. In the event of the minimum number of Directors fixed by or pursuant to these Articles being one, such Director shall have authority to exercise all the powers and discretions vested in the Directors generally and Regulation 70 shall be modified accordingly.
- 17.1 The appointment and retirement of Directors shall be governed by Regulations 73 to 76 inclusive and 78 to 80 inclusive and Regulation 77 shall not apply.
- 17.2 Section 293 of the Act shall not apply to the Company and a person shall be capable of being appointed and continuing to hold office as a Director notwithstanding that he has attained the age of seventy or any other age and no special notice shall be required in relation to his appointment or reappointment.

## REMUNERATION OF DIRECTORS

- 18.1 Regulation 82 shall not apply: the ordinary remuneration of the Directors shall be determined by the Company in general meeting from time to time and shall be deemed to accrue from day to day.
- 18.2 Any Director who, being so requested by the Directors, performs special or extraordinary services on behalf of the Company or who travels or resides outside the United Kingdom for the purpose of discharging his duties may be paid such extra remuneration (whether by way of lump sum, salary, commission, participation in profits or otherwise) as the Directors may determine.

## TERMINATION OF OFFICE AS DIRECTOR

- 19.1 The office of Director shall be vacated in the circumstances set out in regulation 81 or if, being an executive or employee of the Company or any subsidiary or holding company or associated company of the Company, his position as executive or his employment terminates.

- 19.2 If by notice in writing to the Company he resigns the office of Director, the Company shall within fourteen days of receiving such notice of resignation advise the Director stated therein that it has received the notice.

### PROCEEDINGS OF DIRECTORS

20. The Directors may meet together for the despatch of business, adjourn and, subject as hereinafter provided, otherwise regulate their meetings and proceedings as they think fit. A Director may, and the Secretary at the request of a Director shall, at any time summon a meeting of the Directors. Unless otherwise agreed by all the Directors or in a case of extreme urgency, at least forty eight hours' advance notice of meetings of the Directors shall be given to all Directors attaching an agenda of matters to be discussed. In the case of a Director residing outside or absent from the United Kingdom, notice shall be given in writing to such Director's address for the time being supplied for the purpose to the Secretary by such Director (or, if no such address has been supplied, his last known address). Any meeting of the Directors may be conducted by telephonic or other electronic means by which each director attending can hear and be heard at the same time. Regulation 88 shall not apply.
21. Questions arising at a meeting of Directors shall be decided by a majority of votes and in the case of a majority of votes, the chairman shall have a second or casting vote.
- 22.1 Save as herein otherwise provided, a Director shall not vote upon any resolution of the Directors concerning his own appointment as the holder of any office or place of profit with the Company or any other company in which the Company is interested (including the arrangement or variation of the terms thereof or the termination thereof) nor (unless the Directors otherwise resolve by resolution upon which he does not vote) shall he vote in respect of any contract or arrangement in which he is interested other than through his holding of shares, debentures or other securities of the Company or otherwise through the Company (and if he shall do so his vote shall not be counted) nor shall he be counted for the purpose of any resolution regarding the same in the quorum present at the meeting, but (subject to the provisions of the Statutes and to his not having some other material interest and provided that he has duly disclosed his interest to the Directors) this Article shall not apply to any of the following matters, namely:
- (1) Any arrangement for giving to him any security or indemnity in respect of money lent by him or obligations undertaken by him for the benefit of the Company or any of its subsidiaries;
  - (2) Any arrangement for the giving by the Company or any of its subsidiaries of any security or indemnity to a third party in respect

of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the deposit of security;

- (3) Any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase by Members or any holders of any securities of the Company in which offer he is or is to be interested as a subscriber or as a participant in the underwriting or sub-underwriting thereof;
- (4) Any proposal concerning any other company in which he is interested directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not interested in one percent or more of the equity share capital of such company within the meaning of paragraph 22.4 of this Article;
- (5) Any such scheme or fund as is referred to in Article 27 which relates both to Directors and to employees or a class of employees and does not accord to any Director as such any privilege or advantage not generally accorded to the employees to which such scheme or fund relates;
- (6) Any other proposal for the benefit of employees of the Company or any subsidiary of the Company under which a Director benefits in a similar manner as the employees and which does not accord to any Director or as such any privilege or advantage not generally accorded to the employees to whom such proposal relates.

22.2 The provisions of this Article may at any time be suspended or relaxed to any extent and either generally or in respect of any particular contract, arrangement or transaction, and any particular contract, arrangement or transaction carried out in contravention of this Article may be ratified, by Ordinary Resolution of the Company.

22.3 Where proposals are under consideration concerning the appointment (including the arrangement or variation of the terms of appointment or its termination) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals shall be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under the provisions of Article 22.1) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment (including the arrangement or variation of the terms thereof or the termination thereof).

22.4 A company shall be deemed to be a company in which a Director is interested in one percent or more of its equity share capital if and so long as (but only if



and so long as) the Director together with any person connected with him within the meaning of the Statutes (a "connected person") is (either directly or indirectly) the holder of or beneficially interested in one percent or more of any class of the equity share capital of such company or of the voting rights available to Members of such company. For the purpose of this paragraph there shall be disregarded any shares held by a Director or connected person as bare or custodian trustee and in which he has no beneficial interest, any shares comprised in a trust in which the interest of the Director or connected person is in reversion or remainder if and so long as some other person is entitled to receive the income thereof, and any shares comprised in an authorised unit trust scheme in which the Director or connected person is interested only as a unit holder.

#### ALTERNATE DIRECTORS

- 23.1 Notice of meetings of the Directors shall be given in writing to an Alternate Director who is for the time being outside the United Kingdom by being sent to such address as he shall have provided for the purpose. Regulation 66 shall be modified accordingly.
- 23.2 One person may act as an Alternate Director to more than one Director and while he is so acting shall be entitled to a separate vote for each Director he is representing and, if he is himself a Director, his vote or votes as an Alternate Director shall be in addition to his own vote.
- 23.3 Any appointment or removal of an Alternate Director may be made by cable, telex, facsimile transmission, telegram or radiogram or in any other manner approved by the Directors. Any cable, telex, telegram or radiogram shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile. Regulation 68 shall not apply.
- 23.4 An Alternate Director shall not be taken into account in reckoning the minimum or maximum number of Directors allowed for the time being but shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the Directors attended by him at which he is entitled to vote.

#### BORROWING POWERS

- 24. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof without limit and, subject to Section 80 of the Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

### TITULAR DIRECTORS

25. The Directors may at any time and from time to time appoint any person or persons to an office or position carrying a title which includes the word 'Director' and may from time to time delegate to any such person or persons such powers duties and responsibilities as they shall think fit provided that the same shall be exercised in all respects subject to and in accordance with the directions of the Directors. Any person appointed to such office or position shall hold it for so long as the Directors think fit and (regardless of any provision in any contract between him and the Company) may be removed from it by resolution of the Directors and by virtue of such office or position:

- (1) shall not be a Director of the Company in any respect or for any purpose; and
- (2) shall not be entitled to exercise any of the rights or powers of a Director of the Company save only as may from time to time be specifically delegated to him by the Directors; and
- (3) shall not be entitled to receive notice of, attend, speak or vote at any *meeting of the Directors*; if he be expressly invited by them to attend, he shall be entitled to speak but not to vote upon any matter under discussion at the meeting attended by him and shall not be counted in the quorum of Directors required for such meeting; and
- (4) shall not be entitled to any remuneration or other benefits save only any which may be specifically agreed between the Directors and the appointee.

### EXERCISE OF SHAREHOLDER'S RIGHTS

26. Any Shareholder of the Company, empowered under these Articles to give or join in giving any notice to the Company, may sign such notice either personally or by his attorney or other agent duly authorised in writing in that behalf, or, being a corporation, under the hand of some person duly authorised by the Board of Directors or other governing body of that corporation. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such Shareholders.

### PENSIONS AND ALLOWANCES

27. The Directors may grant retirement pensions or annuities or other gratuities or allowances including allowances on death to any person or to the widow of or dependants of any person in respect of services rendered by him to the Company whether in any office or employment under the Company or

indirectly as an officer or an employee of any subsidiary company of the Company, notwithstanding that he may be or may have been a Director of the Company, and the Company may make payments towards insurances or trusts for such purposes in respect of such person or generally for the benefit of such persons or their family or estate and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person. A Director shall not be accountable by reason of his office for any benefit received by him from the exercise of this power. Regulation 87 shall not apply.

### SECRETARY

28. 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 but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. The Directors may appoint two or more Joint Secretaries and may also from time to time appoint on such terms as they think fit one or more Assistant Secretaries and may remove the same from office. Joint and Assistant Secretaries shall exercise and Share the duties of Secretary as from time to time determined by the Board.

### ACCOUNTS

29. The Directors shall from time to time, in accordance with Sections 227, 228, 235, 236, 241 and 242 of the Act cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

### AUDIT

30. Auditors shall be appointed and their duties regulated in accordance with Sections 236, 237, 241, 262 and Sections 384 to 394 (inclusive) of the Act.

### INDEMNITY

31. Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under 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 Provided that this Article shall only have effect insofar as its provisions are not avoided by Section 308 of the Act. Regulation 118 shall not apply.