

459 0691

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

SLOUGH ACCORD LIMITED

(Amended by Special Resolution passed on 30 November 2002)

1. The Company's name is "SLOUGH ACCORD LIMITED".
2. The Company's registered office is to be situated in England and Wales.
3.
 - (i) The object of the Company is to carry on business as a general commercial company.
 - (ii) Without prejudice to the generality of the object and the powers of the Company derived from Section 3A of the Act the Company has power to do all or any of the following things:
 - (a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - (b) To carry on any other business of any description which may be capable of being advantageously carried on in connection with or ancillary to the objects of the Company or any of them.
 - (c) To purchase, sell, exchange, improve, mortgage, charge, rent, let on lease, hire, surrender, licence, accept surrenders of and otherwise acquire and deal with any freehold, leasehold or other property, chattels and effects, erect, pull down, repair, alter, develop or otherwise deal with any building or buildings and adapt the same for the purposes of the Company's business.
 - (d) To purchase or otherwise acquire all or any part of the business or assets of any person, firm or Company, carrying on or formed to carry on any business which this Company is authorised to carry on or possessed of property suitable to the purposes of this Company, and to pay cash as the consideration for such purchase or acquisition and to undertake any liabilities or obligations relating to the business or property so purchased or acquired.



- (e) To apply for, purchase or otherwise acquire any patents, licences or concessions which may be capable of being dealt with by the Company, or be deemed to benefit the Company and to grant rights thereout.
- (f) To sell, let, licence, develop or otherwise deal with the undertaking, or all or any part of the property or assets of the Company, upon such terms as the Company may approve, with power to accept shares, debentures or securities of, or interests in, any other company.
- (g) To invest and deal with the moneys of the Company not immediately required for the purposes of the Company in or upon such securities and subject to such conditions as may seem expedient.
- (h) To lend money to such persons, upon such terms and with or without security and subject to such conditions as may seem desirable.
- (i) To guarantee the payment of any debentures, debenture stock, bonds, mortgages, charges, obligations, interest, dividends, securities, moneys or shares or the performance of contracts or engagements of any other company or person, and to give indemnities and guarantees of all kinds and to enter into partnership or any joint purse arrangements with any person, persons, firm or company having for its objects similar objects to those of this Company or any of them.
- (j) To borrow or raise money in such manner as the Company shall think fit, and in particular, by the issue of debentures or debenture stock, charged upon all or any of the Company's property, both present and future, including its uncalled capital, and to re-issue any debentures at any time paid off.
- (k) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, debentures, warrants and other negotiable documents.
- (l) To purchase, subscribe for, or otherwise acquire and hold shares, stock or other interests in, or obligations of any other company or corporation.
- (m) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any of the shares in the Company's capital or any debentures, debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business.
- (n) To pay out of the funds of the Company all costs and expenses of or incidental to the formation and registration of the Company and the issue of its capital and debentures including brokerage and commission.
- (o) To promote or aid in the promotion of any company or companies for the purpose of acquiring all or any of the property rights and liabilities of this

Company or for any other purpose which may seem directly or indirectly calculated to advance the interests of this Company.

- (p) To establish and support and aid in the establishment and support of funds or trusts calculated to benefit employees or ex-employees of the Company (including any Director holding a salaried office or employment in the Company) or the dependents or connections of such persons and to grant pensions and allowances to any such person.
- (q) To remunerate the Directors of the Company in any manner the Company may think fit, and to pay or provide pensions for or make payments to or for the benefit of Directors and ex-Directors of the Company or their dependents or connections.
- (r) To distribute any property of the Company in specie among the members.
- (s) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

It is declared that the foregoing sub-clauses shall be construed independently of each other and none of the objects therein mentioned shall be deemed to be merely subsidiary to the objects contained in any other sub-clause.

- 4. The liability of the Members is limited.
- 5. The Company's Share Capital is £1,001 divided into 1,000 Ordinary Shares of £1 each and 1 Special Share of £1.00, with power to increase or to divide the shares in the capital for the time being, into different classes having such rights, privileges and advantages as to voting and otherwise, as the Articles of Association may from time to time prescribe.

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

W. Fellows

ARTICLES OF ASSOCIATION OF
SLOUGH ACCORD LIMITED

(Adopted by Special Resolution passed on 30 November 2002)

1. PRELIMINARY

Interpretation

1.1 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:

"Act"	- the Companies Act 1985;
"Board"	- means the Board of Directors of the Company from time to time;
"Ordinary Shares"	- the ordinary shares of £1 each in the capital of the Company;
"Ordinary Shareholders"	- the holder(s) from time to time of the Ordinary Shares;
"Shareholder"	- each one of the Special Shareholder and the Ordinary Shareholder(s) from time to time and the expression "Shareholders" shall be construed accordingly;
"Slough"	- Slough Borough Council of the Town Hall, Slough;
"Special Share"	- the one special share of £1.00 in the capital of the Company having the rights set out in these Articles;
"Special Shareholder"	- the holder from time to time of the Special Share;

“Table A”

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

- 1.2 Words and expressions defined in the Act or in Table A shall unless the context otherwise requires have the same meanings in these Articles, Provided that a reference in Table A to “Chairman” shall be read as Chair. The singular shall include the plural and the masculine the feminine and neuter and vice versa.

Table A to apply

- 1.3 Table A shall apply to the Company save insofar as excluded or varied hereby or inconsistent herewith. The regulations in Table A numbered 64, 70, 71, 73 to 80 inclusive, 81(e), 91 and 97 shall not apply and in addition to the remaining regulations in Table A the Articles hereinafter contained shall be the regulations of the Company.

2. SHARE CAPITAL

Authorised share capital

- 2.1 The authorised share capital of the Company at the date of the adoption of these Articles is £1,001 divided into 1,000 Ordinary Shares of £1 each and 1 Special Share of £1.

3 SPECIAL SHARE

- 3.1 The Special Share may only be allotted to Slough. Subject to the provisions of Table A and to the provisions of these Articles, the Directors are generally and unconditionally authorised to exercise any power of the Company to allot the Special Share to Slough provided that such authority may only be exercised within five years commencing upon the date of the adoption of these Articles.

- 3.2 The Special Share shall have the following rights:-

- (a) upon a winding up of the Company no payment shall be made to the Special Shareholder in respect of any surplus assets but the Special Share shall rank *pari passu* with each Ordinary Share in respect of the return of the paid up share capital subscribed for each such share;
- (b) no dividend shall be paid upon the Special Share and the Special Shareholder shall not be entitled to participate in any bonus issue of shares which may be made by the Company; and
- (c) the Special Shareholder shall be entitled to receive notice of, and to attend and speak at any general meeting of the Company and (subject to the provisions of Article 3.7 below, under which the Special Share has enhanced voting rights) the Special Share shall carry one vote at any such meeting whether on a show of hands or a poll.

3.3 The following shall be deemed to constitute a variation to class rights attaching to the Special Share:

- (a) any alteration, or step taken to alter, the memorandum or articles of association of the Company;
- (b) any increase or reduction or other alteration in, any step taken to increase or reduce or otherwise alter, the authorised or issued share capital of the Company or any alteration of the rights attaching to any share capital of the Company;
- (c) any contravention of Article 5.1 or 5.2;
- (d) any resolution to put the Company into liquidation;
- (e) any change made by the Company to any of the Terms and Conditions of employment of any Transferred Employee which change, unless such change is a Permitted Change;

3.4 For the purpose of Article 3.3:

“Terms and Conditions” means the relevant “Green Book” national terms and conditions and such other national terms and conditions referred to in the relevant Transferred Employee’s contract of employment and which apply to the relevant Transferred Employee including, without prejudice to the generality of the foregoing, hours of work, pay, sickness and incapacity benefit, notice entitlement, holiday entitlement and pension provision, but excluding working practices;

“Transferred Employee” means any employee whose employment transfers from Slough or from any other Contractors to the Company by statutory novation in connection with the service contract entered into between Slough and the Company on the 30th November 2002 (under which the Company is to provide services to Slough) on the 1st December 2002 or the 1st January 2003 or the 1st August 2003;

“Permitted Change” means a change made by the Company to the Terms and Conditions of employment of a Transferred Employee:

- (a) to which change that Transferred Employee has consented in connection with acceptance of a new contract of employment; or
- (b) if that Transferred Employee no longer performs the majority of his or her work in connection with services which are provided to the Special Shareholder; or
- (c) to which change the Special Shareholder has consented by notice to the Ordinary Shareholder.

3.5 The Special Shareholder shall consider each request from the Ordinary Shareholder for consent to a change in any of the Terms and Conditions as soon as reasonably practicable and such consent shall not be unreasonably withheld or delayed where a *'business case is made in relation to loss of profitability provided that Performance Measurement Targets are maintained. Loss of Profitability means where the net post tax profitability would be 3% or more below the expected net profit shown in the Business Financial Model attached to the Service Contract'*

3.6 No variation of the rights attaching to any class of shares shall be effective without the consent or sanction required by the Act to such variation.

3.7 In the case of any resolution proposed at a general meeting purporting to sanction any matter listed in Article 3.3 above, the Special Shareholder voting against such resolution shall be entitled to cast such number of votes as is necessary to defeat the resolution.

4. **LIEN**

4.1 The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any persons indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

5. **TRANSFER OF SHARES**

5.1 No sale, transfer, assignment, pledge, charge or other disposition of any Share shall be effected unless it is a transfer to a Permitted Transferee or it is made with the written consent of each of the Shareholders.

5.2 The Directors shall refuse to register any transfer made in contravention of Article 5.1.

5.3 For the purpose of Article 5.1, "Permitted Transferee" means:

5.3.1 in the case of the Ordinary Shareholder, any parent company of the Ordinary Shareholder from time to time, or any subsidiary of any parent company of the Ordinary Shareholder from time to time; and

5.3.2 in the case of the Special Shareholder, an authority which is the successor (whether directly or indirectly) of Slough or which takes statutory responsibility for the whole of the Services or the greater part thereof, or any company over which Slough has Control (and "Control for this purpose means in relation to such company owning more than half the capital of such company, having the power to exercise more than half the voting rights in such company, the power to appoint and remove more than half the members of the board of Directors of such company or having the right to manage the affairs of such company);

- 5.4 The Directors may from time to time require any Shareholder to provide the Company with such information and evidence as they may reasonably require to ensure compliance with Articles 5.1 and 5.2.
- 5.5 In the case of any transfer of Ordinary Shares pursuant to Article 5.3, where the transferee company ceases to be a member of the same group as the transferor company, each of the transferor company and the Ordinary Shareholder agrees that it will procure that the transferee shall forthwith transfer back to the transferor company all the shares previously transferred.

6. GENERAL MEETINGS AND SHAREHOLDER RESOLUTIONS

Quorum at adjourned meeting

- 6.1 Except in relation to any resolution in respect of which the Special Shareholder has enhanced voting rights pursuant to Article 3.7, if a quorum is not present at any adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds not fewer than 75% in nominal value of the shares of the Company in issue, any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.

Written resolution

- 6.2 A resolution in writing may be signed on behalf of a Shareholder which is a corporation by a Director or the secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 of Table A shall be extended accordingly. Regulation 53 of Table A (as extended) shall apply with necessary changes to resolutions in writing of any class of members of the Company.

Proxies

- 6.3 An instrument appointing a proxy and the power of attorney or other authority, if any under which it is signed or a notarially certified copy of that power or authority may be handed to the Chair of the relevant meeting. Regulation 62 of Table A shall not invalidate such an instrument.

7. DIRECTORS

- 7.1 Any adult person may be appointed or elected as a Director whatever may be his age, and no Director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
- 7.3 Subject to Article 8 the holders of a majority of the Ordinary Shares shall from time to time appoint five persons to be Directors and may at any time remove any of such Directors from his office, but shall at all times keep appointed five persons as Directors.
- 7.4 Any appointment or removal made pursuant to the provisions of this Article shall be in writing and signed by the holders of a majority of the Ordinary Shares

(signature in the case of a corporate body being sufficient if made by a Director thereof or its duly appointed attorney) and shall be addressed to the Secretary and shall take effect on delivery at the registered office of the Company.

- 7.5 No Director shall be appointed otherwise than as provided by these Articles. Regulations 73 to 80 (inclusive), 90 and 91 of Table A shall not apply.

8 APPOINTMENT AND REMOVAL OF DIRECTORS

- 8.1 Regulation 64 of Table A shall not apply to the Company.

- 8.2 The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

- 8.4 No person shall be appointed a Director at any general meeting of the Company unless either:

(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 general meeting of the Company, notice signed by a Member qualified to vote at the general meeting of the Company has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

- 8.5 Subject to Article 8.4 above, the Company may by Ordinary Resolution appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

- 8.6 The Directors may appoint a person who is willing to act to be a Director, either fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed the maximum number (if any) of Directors for the time being in force.

- 8.7 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 representatives 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 as effective as if made by the Company pursuant to Article 8.5.

9. DIRECTORS' BORROWING POWERS

- 9.1 Subject to the provisions of these Articles, the Directors may exercise all the powers of the Company to borrow or raise money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage or charge over its undertaking or property whether as security for any debt, liability or obligation of the Company or of any third party.

10. DIRECTORS' INTERESTS

- 10.1 A Director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the Directors or of a committee of the Directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the Directors in accordance with the provisions of the Act. Having made such disclosure a Director shall be entitled to vote at a meeting of Directors or of a committee of the Directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the Directors or, if relevant, the committee of the Directors.
- 10.2 A Director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derived from any such office or place of profit. Regulation 85 of Table A shall be modified accordingly.
- 10.3 For the purposes of regulation 85 of Table A (as modified by Articles 11.2 and 11.3 of these Articles) a Director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the Director is interested, a general notice given by a Director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified Company or firm or other body in which he is interested or to a specified person who is connected with the Director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

11 DISQUALIFICATION OF DIRECTORS

11.1 The office of a Director shall be vacated immediately:-

- (a) If, not being precluded from so doing by the terms of any contract with the Company, by notice to the Company he resigns the office of Director; or
- (b) If he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors; or
- (c) If he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a Director properly; or
- (d) If he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or

- (e) If he is prohibited from being a Director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law.

12 ROTATION OF DIRECTORS

- 12.1 The Directors shall not be liable to retirement by rotation.

13. NOTICE OF DIRECTORS MEETINGS

- 13.1 The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all the Directors indicate their willingness to accept in writing shorter notice of a meeting of Directors, no fewer than 5 days' prior notice of the time and place of each meeting of Directors shall be given to each Director.
- 13.2 A Director may, and the Company Secretary on the requisition of a Director shall, at any time call a meeting of the Directors. Notice of every meeting of Directors shall be given to every Director, but the non-receipt of notice by any Director shall not invalidate the proceedings at any meeting of the Directors.

14. PROCEEDINGS OF DIRECTORS

Quorum at Meeting

- 14.1 The quorum necessary for the transaction of the business of the Directors shall be two. The Directors shall nominate the Chair of the Board from year to year. The Chair shall not have a second or casting vote at meetings of the board or of any committee thereof.

15. MEETINGS

- 15.1 A resolution in writing signed by all of the Directors for the time being entitled to vote and receive notice of meetings of Directors shall be as valid and effective as if it had been passed at a meeting of the Directors duly convened and held, and may consist of several documents (including a facsimile, cable or telegram) each accurately stating the terms of the resolution and each signed by or emanating from one or more of the Directors.

Board Meeting by Telephone

- 15.2 Any Director may participate in a meeting of Directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participants in number is assembled. In the absence of such a majority the location of the Chair shall be deemed to be the place of the meeting.

15.2 No resolution shall be validly passed at such meeting unless it is unanimously passed by all those Directors who are party to the meeting.

15.3 Any such resolution validly passed at such meeting shall be put in writing forthwith and a copy circulated by the Chair by first class post within 24 hours of the end of such meeting to all Directors. Each Director shall on receipt of a copy of such resolution sign the copy resolution and return such copy resolution to the Company Secretary within 2 working days of receipt of such resolution.

16. NO DELEGATION TO COMMITTEE

16.1 The Directors may not delegate all or any of their powers to a Committee of the Directors.

17. SECRETARY

17.1 The Company Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit: and any Company Secretary so appointed may be removed by them. The Directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the Company Secretary. Regulation 99 of Table A shall be modified accordingly.

18. MANAGING OR EXECUTIVE DIRECTORS

18.1 The Directors may from time to time appoint one or more of their number to an executive office (including that of managing Director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A Director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a Director.

18.2 The managing Director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a Director) as the Directors may from time to time determine.

18.3 The Directors may entrust to and confer upon a managing Director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers.

19. ALTERNATE DIRECTORS

19.1 Any Director may at any time appoint another Director or any other person to be his alternate Director and may at any time terminate such appointment.

- 19.2 Any person appointed as an alternate Director shall vacate his office as such alternate Director if and when the Director by whom he has been appointed vacates his office as Director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a Director would cause him to vacate such office.
- 19.3 An alternate Director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at any such meeting at which the Director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply *mutatis mutandis* as if he were a Director. If an alternate Director is himself a Director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the Director for whom he is an alternate in addition to his own vote. If an alternate Director's appointor does not sign the same the alternate Director's signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. The foregoing provisions of Article 19.2 shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member.
- 19.4 Any alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct.
- 19.5 In addition to the right to appoint any other Director or any other person to be his alternate Director, any Director may at any time appoint any other Director or any other person to act as a replacement Director for him, with reasonable prior consultation, on such terms and subject to such conditions as he shall elect and may at any time terminate such appointment.
- 19.6 Any such replacement Director (as such) shall not be deemed to be a Director by reason of such appointment and except as provided in these Articles or in the notice appointing him shall not have power to act as a Director nor have any of the responsibilities or duties of a Director nor shall he be deemed to be a Director for the purposes of these Articles other than as specified in Articles 19.7 and 19.8 of these Articles. A replacement Director shall not be deemed to be the agent of his appointor except in relation to matters in which he acted or failed to act on the direction of his appointor as given in the notice of his appointment.
- 19.7 A replacement Director shall be entitled to attend and vote as a Director and to count for the purposes of any quorum at any such meeting at which the Director appointing him is not personally present and at which his appointor has authorised him to attend and vote. At any such meeting the replacement

Director shall be authorised to act in accordance with the authority given to him by his appointor in the notice of his appointment. If a replacement Director is himself a Director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the Director for whom he is a replacement in addition to his own vote. If a replacement Director does not sign the same, the replacement Director's signature to any resolution in writing as a Director shall be as effective as the signature of his appointor. The foregoing provisions of this Article 19.7 shall apply mutatis mutandis to any meeting of any committee of the Directors of which his appointor is a member.

- 19.8 The provisions of Articles 19.2 and 19.4 of these Articles shall apply mutatis mutandis to any replacement Director.

20. PENSIONS AND ALLOWANCES

- 20.1 The Directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any Company which is a holding Company or a subsidiary of the Company or is allied to or associated with the Company or with any such holding Company or subsidiary, or who may be or have been Directors or officers of the Company, or of any such other Company as aforesaid, or any persons in whose welfare the Company or any such other Company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such persons, and establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other Company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, subject always, if so required by law, to particulars with respect to the proposed payment being approved by the Company, and a Director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

21. THE SEAL

- 21.1 If the Company does not have a common seal regulation 1 of Table A shall be amended accordingly, the obligation in regulation 6 of Table A relating to the sealing of a share certificate shall not apply and regulation 101 of Table A shall not apply.

22. NOTICES

- 22.1 In accordance with regulation 111 of Table A any notice to be given to or by any person pursuant to those Articles shall be in writing except that a notice calling a meeting of the Directors need not be in writing.

- 22.2 Any notice to be given under these Articles may be delivered personally or sent by first class post (airmail if overseas) or by facsimile. Regulation 112 of Table A shall not apply.
- 22.3 Any notice to be given under these Articles shall be deemed to have been served and be effective:
- (a) if delivered personally, at the time of delivery;
 - (b) if posted, on receipt or at the expiry of two Business Days (or in the case of airmail four Business Days) after it was posted, whichever occurs first;
 - (c) if sent by facsimile, at the time of transmission (if sent during normal business hours, that is 9.30 to 17.00 local time in the place to which it was sent) or (if not sent during such normal business hours) at the beginning of the next day in the place to which it was sent.
- 22.4 For the purposes of the preceding Article, "Business Day" means any other than a Saturday, Sunday or any day which is a public holiday in the place or places at which the transaction or notice in question is being effected.
- 22.5 In proving such service it shall be sufficient to prove that personal delivery was made, or that the notice was properly addressed stamped and posted or in the case of a facsimile that an activity or other report from the sender's facsimile machine can be produced in respect of the notice showing the recipient's facsimile number and the number of pages transmitted. Regulation 115 of Table A shall not apply.
- 22.6 Any notice may consist of one or more documents (including a facsimile) each signed by or on behalf of or otherwise emanating from the person giving the notice. The signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its authorised corporate representative.
- 22.7 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 of the Company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.
- 22.8 A Director absent or intending to be absent from the United Kingdom may make a request to the Directors that notices of meetings of the Directors shall during his absence be sent in writing to him at an address or to a facsimile or telex number given by him to the Company for this purpose, and the Directors shall comply with such request, but if no request is made to the Directors it shall not be necessary to give notice of a meeting of the Directors to any Director who is for the time being absent from the United Kingdom. A Director may waive notice of any meeting either retrospectively or prospectively. Regulation 88 of Table A shall be modified accordingly.

23. INDEMNITY

- 23.1 Subject to the provisions of and so far as may be permitted by law, every Director, auditor, Company Secretary or other officer of the Company shall be indemnified by the Company out of its own funds against and exempted by the Company from all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged or have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the court. Regulation 118 of Table A shall not apply.
- 23.2 Without prejudice to the provisions of regulation 87 of Table A, or to the preceding Article, the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time Directors, officers, employees or auditors of any Relevant Company (as defined in the following Article) or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to the duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme.
- 23.3 For the purpose of the preceding Article "Relevant Company" shall mean the Company, any holding Company of the Company or any other body, whether or not incorporated, in which the Company or such holding Company or any of the predecessors of the Company or of such holding Company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.