

No: 4738622

**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY SHARES**

**SERVICES SUPPORT (AVON & SOMERSET) HOLDINGS LIMITED**

The following written resolutions were passed by the Company on 18 August 2004, of which resolutions 1 to 2 would otherwise be required to be passed as ordinary resolutions and resolutions 3 to 4 would otherwise be required to be passed as special resolutions.

**ORDINARY RESOLUTIONS**

1. THAT the share capital of the Company be increased to £50,000 by the creation of an additional 49,000 ordinary shares of £1 each and having the rights and being subject to the restrictions and obligations set out in the articles of association to be adopted by the resolution set out in paragraph 4.
2. THAT the directors be generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 (the "**Act**") to exercise all the powers of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) up to an aggregate nominal amount of £50,000. This authority shall expire (unless previously renewed, varied or revoked by the Company in general meeting) on the fifth anniversary of this resolution save that the Company may before such expiry make offers or agreements which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offers or agreements as if the authority conferred hereby had not expired. This authority shall be in substitution for and shall replace any existing authority pursuant to the said section 80 to the extent not utilised at the date this resolution is passed.

**SPECIAL RESOLUTIONS**

3. THAT clause 3 of the memorandum of association of the Company be deleted and that a new clause 3 in the form appended to this resolution be adopted in substitution therefore.
4. THAT new articles of association in the form appended to this resolution be adopted as the articles of association of the Company in substitution for and to the exclusion of all previous articles of association.

.....  
Secretary

**Presented by:** Ashurst  
Broadwalk House  
5 Appold Street  
London EC2A 2HA  
Tel: 020 7638 1111  
Ref: JJB.AME04.00005





New clause of Holdco's Memorandum of Association

1. The Company's objects are:
  - 1.1 To be a holding company.
  - 1.2 To borrow or raise money and accept money on deposit for any purpose in connection with the design and construction of certain magistrates' courts and office accommodation for the Avon and Somerset Magistrates' Courts, Probation Services and District Coroner at sites in Bristol and North Somerset and the provision, operation and maintenance of services thereto, pursuant to the Government's Private Finance Initiative (which shall be known as "the Project").
  - 1.3 To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions.
  - 1.4 To lend money, grant or provide credit and financial accommodation to any person and to deposit money with any person for any purpose in connection with the financing of the Project.
  - 1.5 For the above purposes to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company, by arranging for the provision of guarantees, indemnities, policies of insurance and other similar obligations and by the creation and issue of securities; to take the benefit of security or of guarantees, indemnities, policies of insurance or other similar obligations; to enter into arrangements regulating the relationship between creditors of the Company; to make arrangements for the management, administration and enforcement of the Company's borrowings, loans and security; to refinance the Company's borrowings; to enter into any guarantee, interest rate exchange transaction, contract for differences, contract of indemnity or suretyship; and to enter any other agreements and arrangements in connection with and incidental to such purposes.
  - 1.6 To invest money of the Company in any investments and to hold, sell or otherwise deal with such investments.
  - 1.7 To apply for and take out, purchase or otherwise acquire any trade and service marks and names, designs, patents, licences, intellectual property rights, patent rights, inventions and secret processes.
  - 1.8 To sell, exchange, mortgage, charge, grant options and other rights over, and in any other manner deal with or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration.
  - 1.9 To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or

any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose.

- 1.10 To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of any securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust.
- 1.11 To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company.
- 1.12 To distribute any of the property of the Company among its creditors and members in specie or kind.
- 1.13 To do all or any of these things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- 1.14 To do all such things as in the opinion of the board of directors of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that "**company**" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere; "**person**" shall include any company as well as any other legal or natural person; "**securities**" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit, receipt, bill, note, warrant, coupon, right to subscribe or concert, or similar right or obligation, "**and**" and "**or**" shall mean "**and/or**" where the context so permits, "**other**" and "**otherwise**" shall not be construed in a restrictive manner where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.



New Articles of Association of Holdco

THE COMPANIES ACTS 1985 TO 1989

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PRIVATE COMPANY LIMITED BY SHARES

(Company No. 4738622)

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ARTICLES OF ASSOCIATION

(adopted by special resolution passed on 18 August 2004)

- of -

SERVICES SUPPORT (AVON & SOMERSET) HOLDINGS LIMITED

(Date of Incorporation: 17 April 2003)

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**THE COMPANIES ACTS 1985 to 1989**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

- of -

**SERVICES SUPPORT (AVON & SOMERSET) HOLDINGS LIMITED**

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**PRELIMINARY**

1. In these Articles, unless the context otherwise admits, the following expressions shall have the following meanings:  
  
    **"Act"**: the Companies Act 1985 including any statutory modification, consolidation or re-enactment thereof for the time being in force;  
  
    **"Articles"**: the Articles of Association of the Company;  
  
    **"Ordinary Shares"**: the ordinary shares of £1 each in the Company;  
  
    **"Table A"**: Table A in the Schedule to the Companies (Tables A and F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985).
2. The Company is a private company limited by shares. The regulations contained in Table A, save insofar as they are excluded or varied hereby, and the regulations hereinafter contained shall constitute the regulations of the Company. Regulations 2, 3, 24, 40, 42, 50, 54, 64 to 69 (inclusive), 72 to 81 (inclusive), 89 to 91 (inclusive) and 118 of Table A shall not apply to the Company.

**SHARE CAPITAL**

3. The share capital of the Company at the date of the adoption of these Articles is £50,000 divided into 50,000 ordinary shares of £1 each.
- 4.1 The lien conferred by Regulation 8 of 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.

- 4.2 Upon any proposed issue of Ordinary Shares, the directors shall first offer the Ordinary Shares to be issued to the holders for the time being of the existing issued Ordinary Shares pro-rata to their existing holdings of Ordinary Shares on terms that in the case of competition the Ordinary Shares proposed to be issued shall be issued to the holders of Ordinary Shares accepting the offer in proportion (as nearly as may be and without increasing the number issued to any member beyond the number applied for by him) to their existing holdings of Ordinary Shares. It is hereby declared for the avoidance of doubt that any holders of Ordinary Shares to whom Ordinary Shares are offered in accordance with this article shall be at liberty to accept some only of the Ordinary Shares so offered (subject always to the provisions of Article 4.3).
- 4.3 If such offer shall not be fully accepted within 21 days from the making of such offer or on the receipt of a confirmation from all the holders of Ordinary Shares that they decline to accept such offer in full or indicating the number of Ordinary Shares they will apply to subscribe for, the directors shall allot the remaining unissued Ordinary Shares to such holders of the Ordinary Shares in issue who applied for more than their pro rata entitlement (but so that no holder shall be required to subscribe for more Ordinary Shares than the number applied for by him) pro rata to their existing holdings of Ordinary Shares.

## RESOLUTIONS

5. Any such resolution in writing as is referred to in Regulation 53 of Table A may consist of several documents in the like form each signed by one or more of the members (or their duly authorised representatives) referred to in that resolution.

## TRANSFERS OF ORDINARY SHARES

- 6.1 The directors shall register a transfer of Ordinary Shares made either in accordance with the provisions of Articles 7, 8, 9 and 10 or pursuant to the written agreement of all the members of the Company for the time being.
- 6.2 The directors shall refuse to register any transfer of Ordinary Shares unless such transfer has been made in accordance with the provisions of Article 6.1.
- 7.1 For the purpose of Articles 7, 8 and 9:
- 7.1.1 the word "**Company**" includes any body corporate;
  - 7.1.2 the expression "**Deemed Transfer Notice**" has the meaning ascribed to it in Article 9.1;
  - 7.1.3 the expression "**Deemed Transfer Price**" means the price per Ordinary Share determined in accordance with Article 9.1;
  - 7.1.4 the expression "**Group Member**" or "**a member of the same Group**", in relation to any member, means:
    - (a) any subsidiary or holding company of that member or any subsidiary of that member's holding company; and

- (b) any unit trust, investment fund, partnership (whether a limited partnership, limited liability partnership or other form of legally recognised partnership) or other fund or other entity of which any entity referred to in Article 7.1.4(a) above of this definition is the general partner, trustee, principal or manager (either directly or indirectly); and
- (c) any nominee or trustee of any entity falling within Articles 7.1.4(a) or 7.1.4(b) of this definition acting in such capacity (whether on a change of nominee or trustee or otherwise).
- 7.1.5 the expressions "**Holding Company**" and "**Subsidiary**" each have the meaning given in Section 736 of the Act, as amended by Section 144 of the Companies Act 1989;
- 7.1.6 the expression a "**Permitted Transfer**" means a transfer of Ordinary Shares expressly authorised by this Article 7;
- 7.1.7 the expression the "**Prescribed Price**" means the price per Ordinary Share specified by the Proposing Transferor in a Transfer Notice or, in the case of a Deemed Transfer Notice, the Deemed Transfer Price;
- 7.1.8 the expression the "**Proposing Transferor**" means a company, person or persons proposing to dispose of Ordinary Shares;
- 7.1.9 the expression the "**Relevant Ordinary Shares**" means and includes (so far as the same remain for the time being held by any Transferee Company) the Ordinary Shares originally transferred to such Transferee Company and any additional Ordinary Shares issued to such Transferee Company by way of capitalisation or acquired by such Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Ordinary Shares or any of them or the membership thereby conferred;
- 7.1.10 the expression "**Sale Shares**" means any Ordinary Shares in respect of which a Transfer Notice has been served pursuant to Article 8.2;
- 7.1.11 the expression a "**Transfer Notice**" means a written notice served by a member on the Company indicating a desire to dispose of Ordinary Shares and, in order to be valid, specifying the Prescribed Price;
- 7.1.12 the expression "**Transferee Company**" means a company for the time being holding Ordinary Shares in consequence, directly or indirectly, of a transfer or series of transfers of Ordinary Shares between members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series); and
- 7.1.13 the expression "**Transferor Company**" means a company (other than a Transferee Company) which has transferred or proposed to transfer Ordinary Shares to a member of the same Group.

7.2 All or some of a member's Ordinary Shares may at any time be transferred:

- 7.2.1 by any member being a company to a member of the same Group as the Transferor Company; and
  - 7.2.2 by Equion Limited to Uberior Infrastructure Investments Limited;
  - 7.2.3 to any person with the consent in writing of all the other members of the Company for the time being.
- 7.3 If a Transferee Company ceases to be a member of the same Group of which the Transferor Company, from which (whether directly or by a series of transfers under Article 7.2.1) the Relevant Ordinary Shares were derived, was a member at the time the Relevant Ordinary Shares were so derived, it shall be the duty of the Transferee Company forthwith to notify the directors in writing that such event has occurred and (unless the Relevant Ordinary Shares are transferred to a member of the same Group as such Transferor Company within 14 days, any such transfer being deemed to be authorised under Article 7.2.1) the Transferee Company shall be deemed on the happening of such event to have given a Transfer Notice in respect of the Relevant Ordinary Shares at the Deemed Transfer Price.
- 7.4 If any of the following events occurs in relation to a member (the **"Defaulting Member"**):
  - 7.4.1 the member enters into any moratorium, composition or arrangement with its creditors generally or seeks protection from its creditors or is unable to pay its debts or becomes insolvent or bankrupt in accordance with applicable law;
  - 7.4.2 an encumbrancer or receiver lawfully takes possession or an administrative receiver or similar insolvency practitioner is appointed over the whole or any part of the undertaking, property or any assets of the member;
  - 7.4.3 an order is made or resolution is passed or notice is issued convening a meeting for the purposes of passing a resolution or any analogous proceedings are taken for the appointment of an administrator of, or the winding up of, the member, other than a members' voluntary liquidation solely for the purposes of an amalgamation or reconstructionthen the Defaulting Member and its Group Members holding Ordinary Shares shall be deemed on the occurrence of such an event to have given a Transfer Notice in respect of all of the Ordinary Shares held by such Defaulting Member and its Group Members at the Deemed Transfer Price.
- 8.1 Except in the case of a transfer permitted by Article 6.1, a Permitted Transfer in accordance with Article 7 or a transfer in accordance with Article 10, no transfer sale or disposal of any Ordinary Shares or any interest in Ordinary Shares or any rights attaching thereto shall be made except that a transfer of all or some of the Ordinary Shares (together with all interests therein and rights attaching thereto) held by a member may be made subject to the restrictions and provisions contained in this Article 8.



- 8.2 Before transferring any Ordinary Shares, the Proposing Transferor shall serve a Transfer Notice on the Company and the Transfer Notice shall appoint the Company as its agent for the sale of such Ordinary Shares at the Prescribed Price to any member or members and shall not be revocable except with the consent of the directors. Such Transfer Notice shall also contain full details of any proposed transferee(s) (if any) including its/their registered office where appropriate. In the circumstances where one or more proposed transferees become known to the Proposing Transferor after service of a Transfer Notice under this Article 8, the Proposing Transferor shall immediately notify the board of directors of such proposed transferee(s) and the board of directors shall require the Proposing Transferor to serve a new Transfer Notice in accordance with the requirements of this Article 8 containing full details of such proposed transferee(s).
- 8.3 The Sale Shares shall within 7 days following receipt of the Transfer Notice be offered by the Company to the holders of Ordinary Shares (other than the Proposing Transferor) for purchase at the Prescribed Price on terms that, in the case of competition, the Sale Shares so offered shall be sold to the members accepting the offer in proportion (the "**Proportionate Entitlement**") (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holding of Ordinary Shares. It shall be open to each such member to specify if he is willing to purchase Sale Shares in excess of his Proportionate Entitlement ("**Excess Shares**"). Any such offer of Sale Shares shall be made by notice in writing and shall state that the offer must be accepted within 21 days following service of the notice or in default will be deemed to have been declined at the end of that period. It is hereby declared, for the avoidance of doubt, that any member to whom Sale Shares are offered in accordance with this Article shall be at liberty to accept some but not all of the Sale Shares so offered (but subject always to the provisions of Article 8.4).
- 8.4 If the Company shall within the 21 day period for acceptance find a member or members willing to purchase all of the Sale Shares concerned in accordance with Article 8.3 at the Prescribed Price, it shall give notice in writing thereof to the Proposing Transferor and the Proposing Transferor shall be bound upon payment of the Prescribed Price to transfer such Sale Shares to the respective members thereof in the following manner:
- 8.4.1 if the total number of Sale Shares applied for is equal to the available number of Sale Shares, the Company shall allocate the number applied for in accordance with the applications; or
- 8.4.2 if the total number of Sale Shares applied for is more than the available number of Sale Shares, each member who has applied for Sale Shares shall be allocated its Proportionate Entitlement (or such lesser number of Sale Shares for which it may have applied); applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each member applying for Excess Shares in the proportion which the Ordinary Shares held by such member bears to the total number of Ordinary Shares held by all such members applying for Excess Shares (in each case taking into account the respective Proportionate Entitlements already allocated) PROVIDED THAT such member shall not be allocated more Excess Shares than he shall have stated himself willing to take.

Every such notice shall state the name and address of each member and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and at a time to be appointed by the directors but in any event not later than 7 days after the expiry of the 21 day time limit prescribed under Article 8.3.

- 8.5 If in any case a Proposing Transferor, after having become bound to transfer any Ordinary Shares to a purchaser, shall make default in transferring the Ordinary Shares, the Proposing Transferor shall be deemed to have authorised a person nominated by a resolution of the board of directors or (in the absence of such nomination) any director of the Company for the time being, for the purpose of executing on behalf of, and as attorney for, the Proposing Transferor any necessary transfers of the Sale Shares, receiving the purchase money and (subject to the transfers being duly stamped) thereupon causing the name of the purchaser(s) to be entered in the Register of Shareholders/Members of the Company as the holder of the Sale Shares and holding the purchase money in trust for the Proposing Transferor. A receipt from the Company for the purchase money shall be a good discharge to the purchaser(s) who shall not be bound to see to the application thereof and, after the name of the purchaser(s) has been entered in such Register in purported exercise of the aforesaid powers, the validity of the proceedings shall not be questioned by any person. The Proposing Transferor shall, upon delivery of the share certificate(s) in respect of the Sale Shares (or an indemnity, in a form reasonably satisfactory to the board of directors, in respect of any lost share certificate) to the Company, be paid the purchase money.
- 8.6 If the Company shall not within the 21 day period for acceptance find members willing to purchase all of the Sale Shares, the directors shall confirm their inability to the Proposing Transferor in writing within 7 days after the expiration of such 21 day period whereupon the Transfer Notice shall be deemed to be withdrawn in respect of the Sale Shares. The Proposing Transferor shall, at any time within three months after the directors have so confirmed their inability to him in writing, be at liberty to transfer all such Sale Shares to any proposed transferee(s) not being a member by way of bona fide sale at any price not being less than the Prescribed Price provided that full details of such proposed transferee(s) have already been notified to the Company in the Transfer Notice pursuant to Article 8.2 (or any new or revised Transfer Notice served in accordance with that Article 8.2). The directors, before registering any such transfer, may require evidence that such Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever or howsoever made to the purchaser. A statutory declaration by an officer of the Proposing Transferor to that effect shall be deemed to be conclusive evidence for this purpose.
- 9.1 Wherever in accordance with these Articles a Transfer Notice shall be deemed to have been given (a "**Deemed Transfer Notice**"), the price for each Ordinary Share deemed to be comprised in such Deemed Transfer Notice (the "**Deemed Transfer Price**") shall be calculated by the auditors of the Company in consultation with the officers of the Company as the net present value of such Ordinary Share as at the date such Deemed Transfer Notice is deemed to have been given, such value to be determined on the basis of an arm's length transaction as between a willing buyer and a willing seller and not to take into

account the fact that such Ordinary Shares may comprise a minority interest and, in calculating the Deemed Transfer Price, the auditors shall act as experts and not arbitrators. The calculation of the Deemed Transfer Price by the auditors shall (in the absence of manifest error) be final and binding on the members.

- 9.2 For the purpose of ensuring that a transfer of Ordinary Shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice ought to have been, or is deemed to have been, given hereunder, the directors may from time to time require any member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may, acting reasonably, think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request, the directors shall be entitled to refuse to register the transfer in question or (as the case may be) to require by notice in writing that a Transfer Notice be given by the relevant member in respect of the Ordinary Shares concerned with the price for such Ordinary Shares being the par value of such Ordinary Shares.
- 9.3 In any case where the directors have required a Transfer Notice to be given in respect of any Ordinary Shares in accordance with Article 9.2, and such a Transfer Notice is not duly given within a period of one month, or such longer period as the directors may allow for the purpose, such a Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such Ordinary Shares shall have been lodged) be deemed to have been given on the expiration of the said period.
10. Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of Ordinary Shares where such transfer is executed by or in favour of any bank or institution to whom such Ordinary Shares have been charged or mortgaged (or by or in favour of any nominee of such bank or institution) nor may the directors suspend registration of any member which is a bank or institution (or nominee thereof) or any other person to whom such Ordinary Shares have been transferred, charged or mortgaged. A certificate by any officer of the Company that the relevant Ordinary Shares are so transferred, charged or mortgaged shall be conclusive evidence of such fact for the purposes of registering a transfer of such Ordinary Shares.

#### **PROCEEDINGS AT GENERAL MEETINGS**

- 11.1 No business shall be transacted at any general meeting unless a quorum is present. A quorum for such purposes shall mean a meeting where each member of the Company is present in person or as permitted in these Articles.
12. It shall not be necessary to give any notice of an adjourned meeting and Regulation 45 of Table A shall be construed accordingly.
- 13.1 A poll may be demanded by any member present in person or by proxy and Article 46 of Table A shall be modified accordingly.
- 13.2 On a show of hands every member who holds Ordinary Shares who is present or deemed to be present in person (as authorised by these Articles) shall have one vote.

- 13.3 On a poll every member shall have one vote for every £1 in nominal amount of Ordinary Shares of which it is the holder.
- 13.4 No member shall vote upon a resolution for the removal from office of a director appointed by another member.

## DIRECTORS

14. The number of directors shall be not less than two.
- 15.1 Each member owning not less than 19% of the Ordinary Shares in the Company shall be entitled by notice in writing signed by them and left at or sent by registered post to the registered office for the time being of the Company to appoint one director and one alternate and to appoint further directors and alternates for each further 19% of the Ordinary Shares held by such member and by like notice to remove any such directors or such alternates so appointed and at any time and from time to time by like notice to appoint any other person to be a director or alternate in the place of the director(s) or alternate(s) so removed or in the place of any director(s) or alternate(s) vacating or ceasing to hold office in any way and originally so appointed by them.

Any notice given pursuant to this Article 15.1 shall take effect immediately upon delivery to the registered office of the Company. Any director(s) appointed under this Article 15.1 may not be appointed or removed except in accordance with this Article 15.1.

- 15.2 Every director appointed pursuant to Article 15.1 shall hold office until he is either removed pursuant to Article 15.1 or dies or vacates office pursuant to Article 20 and (subject to the provisions of section 303 of the Act) neither the Company in general meeting nor the directors shall have power to fill any vacancy so arising but the provisions of this Article may be relaxed or varied to any extent by agreement in writing with the holders of a majority of each class of Ordinary Shares for the time being issued.
- 15.3 Any director appointed pursuant to Article 15.1 shall be at liberty from time to time to make such disclosures to the member (and, where such member is a corporation, to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine.
- 15.4 Except in the manner provided by this Article 15 and Article 21 no person shall be appointed to fill any vacancy occurring in the office of director and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.
16. A director need not hold any shares of the Company to qualify him as a director but he shall be entitled to receive notice of and attend at all general meetings of the Company and at all separate general meetings of the holders of any class of shares in the capital of the Company.
17. If any director shall be called upon to perform extra services or 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.

18. Save as expressly provided elsewhere in these Articles, the directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture or loan stock and other securities or instruments as security for any debt, liability or obligation of the Company or of any third party.
19. A director entitled to vote may vote as a director with regard to any contract or arrangement in which he is interested within the meaning of Section 317 of the Act, or upon any matter arising from the same, 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 Regulation 94 in Table A shall be modified accordingly.
20. The office of director shall be vacated if the director:
  - 20.1 becomes bankrupt or makes any arrangement or composition with his creditors generally; or
  - 20.2 becomes prohibited from being a director by reason of any order made pursuant to the Company Directors Disqualification Act 1986; or
  - 20.3 in the opinion of all his co-directors becomes incapable by reason of mental disorder of discharging all or any of his duties as a director; or
  - 20.4 resigns his office by notice in writing to the Company; or
  - 20.5 is removed from office under Article 15.
- 21.1 Acting under the authority of a member pursuant to Article 15.1, any director may by writing under his hand appoint any other person authorised by such member to be his alternate and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the directors and, in the absence from the board of the directors appointing him, to attend and vote at meetings of the directors and to exercise all the powers, rights, duties and authorities of the director appointing him. Pursuant to the authority of a member under Article 15.1, a director may at any time revoke the appointment of an alternate appointed by him as aforesaid, and subject to such approval as aforesaid appoint another person in his place, and if a director shall die or cease to hold the office of director the appointment of his alternate shall thereupon cease and determine. An alternate director shall not be counted or taken into account in calculating the maximum number of directors allowed by the Articles 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 (unless any such director is present at the meeting).

- 21.2 Every person acting as alternate director shall be an officer of the Company and shall alone be responsible to the Company for his own acts and defaults and shall not be deemed to be the agent of or for the director appointing him. The remuneration of any such alternate director shall be payable out of the remuneration payable to the director appointing him and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the director appointing him.
22. No business shall be transacted at any board meeting unless a quorum is present. For such purposes, a meeting shall be quorate where at least one director or alternate director appointed by each member of the Company entitled to appoint a director pursuant to these Articles is present in person or as permitted in these Articles. A meeting of the directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors. If a quorum is not present within half an hour of the time fixed for the meeting the meeting shall stand adjourned until, unless the directors agree that the matter is urgent, at least four business days later (or such shorter time as agreed by all the directors) at the same time and place.
23. Any such resolution in writing as is referred to in Regulation 93 of Table A may consist of several documents in the like form each signed or approved by letter, fax, telex or cable by one or more of the directors for the time being entitled to vote at a meeting of the directors and Regulation 93 of Table A shall be modified accordingly.
24. The chairman of the board and of any general meeting shall be nominated and/or replaced from time to time as agreed between the holder(s) of the Ordinary Shares in the Company as at the date of adoption of these Articles.
25. The directors may delegate any of their powers to committees. Any committee so formed shall exercise only the powers so delegated and shall conform to any regulations that may be imposed by the directors. Any director or alternate director shall have the right but not the obligation to attend the meetings of any committees so formed. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or without exclusion of their own powers and may be revoked or altered.
26. The meeting and proceedings of any committee of the directors formed pursuant to Article 25 shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors, so far as the same are applicable and are not superseded by any regulations made by the directors pursuant to Article 25.
27. Any director or alternate director or member of a committee of the directors may participate in a meeting of the directors or such committee by means of conference telephone, video or similar communications equipment whereby all persons participating in the meeting can hear each other, or as otherwise agreed, and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.
28. The directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including

the office of chief executive or managing or joint managing or deputy or assistant managing director (or variations on the same) as the directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a director appointed to any such executive office shall (without prejudice to any claim for damages for breach of any service contract between him and the Company) if he ceases to hold the office of director from any cause ipso facto and immediately cease to hold such executive office.

29. Questions arising at any meeting of directors shall be determined by a majority of votes, and in the case of an equality of votes, the chairman of the board of directors shall not have a casting vote. Regulation 88 of Table A shall be modified accordingly.

#### **CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS**

30. Any one of the directors or the secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the directors or other governing body of such corporation, may (subject to the articles of association of that corporation) act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which that corporation could exercise if it were an individual member of the Company.
31. Any one of the directors or the secretary for the time being of the Company or any other person appointed by resolution of the directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.