

Company No. 5257340

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

RESOLUTIONS IN WRITING

of

ALCONTROL HOLDINGS (UK) LIMITED

ALcontrol Invest (UK) Limited, being the sole member of the Company who at the date of these resolutions is entitled to attend and vote at a general meeting of the Company, RESOLVES, in accordance with the articles of association of the Company, to pass the following as written resolutions:

1. THAT the Company's authorised share capital be increased from £100 to £254,200 by the creation of 110,000 "A" Ordinary shares of £0.01 each, ~~£98,999~~ ^{300,000} Preferred Ordinary shares of £0.01 each and 25,000,000 Preference shares at £0.01 each. CCLLP
2. THAT the directors be generally and unconditionally authorised, pursuant to section 80 of the Companies Act 1985, to exercise all powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of £244,200 for a period expiring (unless previously renewed, varied or revoked by the Company in general meeting) on 10 December 2009 but the Company may before such expiry make an offer or agreement which would be or might require relevant securities to be allotted after expiry of this authority and the directors may allot relevant securities pursuant to that offer or agreement as if the authority conferred by this resolution had not expired.
3. THAT new articles of association, in the form of the annexed draft, be adopted in substitution for the Company's existing articles of association.

SIGNATURE:


for and on behalf of ALcontrol Invest (UK) Limited

DATE:

10 December 2004



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AGREED FORM

Company No. 5257340

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
ALCONTROL HOLDINGS (UK) LIMITED

PRELIMINARY

1. (A) The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("**Table A**") apply to the Company except to the extent that they are excluded or modified by these articles.
- (B) The regulations of Table A numbered 24, 38, 60, 61, 64, 73, 74, 75, 76, 77, 78, 80, 81, 90, 94, 95, 96, 97, 98, 115 and 118 do not apply. The regulations of Table A numbered 37, 46, 53, 57, 59, 62, 65, 66, 67, 68, 72, 79, 84, 88, 110, 112 and 116 are modified. The regulations of Table A numbered 88, 91 and 93 are excluded if and for so long as there is a sole director of the Company. The regulation of Table A numbered 89 is modified if and for so long as there is a sole director of the Company. The regulations of Table A numbered 40 and 54 are modified if and for so long as the Company has only one member. Subject to these exclusions and modifications, and in addition to the remaining regulations of Table A, the following are the articles of association of the Company.
- (C) Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution is also effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution is also effective for that purpose.

INTERPRETATION

2. In these Articles:

"A" Ordinary Shareholder means a person entered in the register of Members of the Company as the holder, from time to time, of Ordinary Shares;

"A" Ordinary Shares has the meaning given in Article 4;

ALcontrol Group Preferred Ordinary Shares means the preferred ordinary shares of €0.01 each in the capital of ALcontrol Group Holdings Limited having the rights and being subject to the restrictions set out in the articles of association of ALcontrol Group Holdings Limited;

the Act means the Companies Act 1985 including any statutory modification or re-enactment for the time being in force;

Adjusted PBT means the profits of the Group, calculated on the same basis as the "PBT" by reference to the latest available unaudited consolidated management accounts of the Group for the period from the start of the then current financial year to the latest practical date prior to the date of return of capital in accordance with Article 4 or Exit Event/Date (as appropriate);

Asset Sale means a sale by ALcontrol Group Holdings Limited and/or the Group of all, or substantially all, of its business, assets and undertaking;

Board means the board of directors of the Company from time to time or any duly authorised committee of such board;

Bond Repayment means the making of any and all repayments required to be made pursuant to, and in accordance with, the terms of the Deep Discount Bonds and Candover Invest Deep Discount Bonds;

Candover Invest means ALcontrol Candover Invest, a company incorporated in England and Wales with number 5257337;

Candover Invest Deep Discount Bonds means the deep discount bonds issued pursuant to the Candover Invest Deep Discount Bond Deed;

Candover Invest Deep Discount Bond Deed means a deed poll in the agreed form constituting €57,710,914 in principal amount of deep discount bonds to be entered into by Candover Invest on or about the Completion Date;

Deep Discount Bond Deed means a deed poll in the agreed form constituting €95,874,866 in principal amount of deep discount bonds to be executed by ALcontrol Invest (UK) Limited at Completion;

Deep Discount Bonds means the deep discount bonds issued pursuant to the Deep Discount Bond Deed;

"Exit" means either:

- (a) a Sale; or
- (b) a Listing; or
- (c) an Asset Sale;

"Exit Date" means the completion date of an Exit;

"Facility Agreement" means the €240,000,000 Senior Credit Agreement entered into on 13 November 2004 between ALcontrol Invest (UK) Limited as Parent, the Original Borrowers, Original Guarantors, Dresdner Kleinwort Wasserstein Limited, as Mandated Lead Arranger, Dresdner Bank AG London Branch as Facility Agent and Security Agent, and the Original Lenders (as each term is defined therein);

"Finance Documents" means the Facility Agreement, each Security Document, the Intercreditor Document, each Hedging Agreement, and Ancillary Document, each Accession Document, each Transfer Certificate, the Fees Letter and any other document designated as a Finance Document by the Parent and the Facility Agent (as each term is defined in the Facility Agreement);

"Group" means ALcontrol Group Holdings Limited and its subsidiary undertakings all as varied from time to time and **"Group Company"** shall mean any one of such undertakings;

"Listing" means either: (a) both the admission of any of ALcontrol Group Holdings Limited's shares to the Official List of the UK Listing Authority becoming effective (in accordance with paragraph 7.1 of the rules made by the UK Listing Authority pursuant to section 74 FSMA, as amended or its successor legislation) and the admission of any of the Company's shares to trading on the London Stock Exchange plc's market for listed securities (in accordance with paragraph 2.1 of the Admission and Disclosure Standards of the London Stock Exchange plc as amended from time to time); or (b) the admission to trading of any of ALcontrol Group Holdings Limited's shares on the Alternative Investment Market of the London Stock Exchange plc becoming effective; or (c) the equivalent admission to trading to or permission to deal on any other recognised investment exchange, any recognised overseas investment exchange or designated investment exchange becoming effective in relation to any of ALcontrol Group Holdings Limited's shares;

"Ordinary Shareholder" means a holder of Ordinary Shares;

"Ordinary Shares" shall have the meaning provided in Article 4;

"Participating Dividend" means a cumulative net cash dividend of an aggregate sum (if any) which is equal to 15 per cent. of the PBT for each relevant financial year of the Company;

"PBT" means the consolidated profit of the Group calculated on the historical cost accounting basis and in accordance with accounting practices, policies and basis of the Group, consistently applied, which are generally accepted in the United Kingdom and as shown in the audited consolidated profit and loss account of the Company for the relevant financial year;

- (a) before deducting corporation tax (and any other tax levied upon or measured by reference to profits or gains) on such profits (including any provision for deferred tax); and
- (b) before provision for, or deducting the amount of any dividends payable or any provision in respect of redemption of, or any distribution payable upon any share or Loan Notes (as appropriate);
- (c) before provision for the transfer of any sum to reserve or writing of goodwill or any other intangible item;
- (d) after exceptional items and before extraordinary items; and

after adding back amounts paid to any person whose remuneration is determined by the Remuneration Committee in excess of the amount approved by (or the amount calculated in accordance with a basis approved by) the Remuneration Committee from time to time other than dividends or other distributions taken into account at paragraph (b) of this definition;

"Preference Dividend" has the meaning given in Article 13.1.1 ;

"Preference Shareholder" means a person entered in the register of Members of the Company as the holder, from time to time, of Preference Shares;

"Preference Shares" has the meaning given in Article 4;

"Preferred Ordinary Shareholder" means a person entered in the register of Members of the Company as the holder, from time to time, of Preferred Ordinary Shares;

"Preferred Ordinary Shares" has the meaning given in Article 4;

"Proportion of the Financial Year" means the number of days from the date of the start of the then current financial year down to and including the date of return of capital in accordance with Article 4 or date of completion of the Exit (as appropriate) divided by the number of days in the period to which the latest available unaudited consolidated management accounts of the Group (used for the purposes of the definition of Adjusted PBT) relate;

"Remuneration Committee" means the committee of the Board which has been delegated the authority to determine issues relating to the remuneration and benefits of the directors and senior employees of any Group Company as varied from time to time;

"Sale" means the transfer (whether through a single transaction or a series of transactions) of 51 per cent or more of the ALcontrol Group Preferred Ordinary Shares in issue to a person and/or any other person:

- (a) who is a connected person of that person; or
- (b) with whom he is acting in concert, as defined in The City Code on Takeovers and Mergers

"Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment Regulations 1985 (S.I. 1985 No. 1052)); and

"Winding Up" means a solvent winding up or dissolution of the Company.

PRIVATE COMPANY

- 3. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

- 4. The share capital of the Company at the date of adoption of these Articles is £254,200 divided into:
 - 4.1.1 25,000,000 redeemable preference shares of 1 penny each ("**Preference Shares**")
 - 4.1.2 120,000 "A" ordinary shares of 1 penny each ("**A** Ordinary Shares"); and
 - 4.1.3 300,000 cumulative convertible participating preferred ordinary shares of 1 penny each ("**Preferred Ordinary Shares**").
- 5. On a return of assets whether in a winding-up or reduction of capital or otherwise (except in the case of the redemption of shares of any class or the purchase by the Company of its own shares) the assets and retained profits of the Company available for distribution among the members shall subject to the terms of the Deep Discount Bond Deed, the Candover Invest DDB Deed and the Finance Documents be applied as follows:
 - 5.1 firstly in paying the Preference Dividend and the holder of the Preference Shares the amounts credited as paid up and any premium paid on the Preference Shares;
 - 5.2 secondly in paying the arrears, accruals and deficiencies of the Participating Dividend;
 - 5.3 thirdly in paying to the holders of Preferred Ordinary Shares the amounts credited as paid up and any premium paid on the Preferred Ordinary Shares;
 - 5.4 fourthly in paying to the "A" Ordinary Shareholders the amounts credited as paid up and any premium paid on the "A" Ordinary Shares; and

- 5.5 thereafter distributing the balance of such assets amongst the holders of the Preferred Ordinary Shares and the "A" Ordinary Shares (pari passu as if they constituted one class of Ordinary Shares) in proportion to the numbers of the Preferred Ordinary Shares and the "A" Ordinary Shares held by them respectively. For the avoidance of doubt, the Preference Shares do not confer any further right of participation in the profits or assets of the Company.
6. Subject to the provisions of the Act, the directors have general and unconditional authority to allot (with or without conferring rights of renunciation), grant options over, offer or otherwise deal with or dispose of any unissued shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the directors may decide but no share may be issued at a discount.
7. The directors have general and unconditional authority, pursuant to section 80 of the Act, to exercise all powers of the Company to allot relevant securities for a period expiring on the fifth anniversary of the date of incorporation of the Company unless previously renewed, varied or revoked by the Company in general meeting.
8. The maximum amount of relevant securities which may be allotted pursuant to the authority conferred by paragraph (B) is the amount of the authorised but as yet unissued share capital of the Company at the date of incorporation of the Company.
9. By the authority conferred by paragraph (B), the directors may before the authority expires make an offer or agreement which would or might require relevant securities of the Company to be allotted after it expires and may allot relevant securities in pursuance of that offer or agreement.
10. The pre-emption provisions of section 89(1) of the Act and the provisions of sub-sections (1) to (6) inclusive of section 90 of the Act do not apply to any allotment of the Company's equity securities.

"A" ORDINARY SHARES

11. The rights attached to the "A" Ordinary Shares are as follows:

11.1 Voting

- 11.1.1 "A" Ordinary Shareholders are entitled to receive notice of and to attend and speak at general meetings of the Company.
- 11.1.2 "A" Ordinary Shareholders may vote at general meetings of the Company with each shareholder on a poll having one vote for each "A" Ordinary Share held.

11.2 Dividend

The provisions of Article 12.1.1 shall apply.

11.3 Capital

The provisions of Article 5 shall apply.

PREFERRED ORDINARY SHARES

12. The rights attached to the Preferred Ordinary Shares are as follows:

12.1 Dividends

12.1.1 The Company shall pay to the Preferred Ordinary Shareholders, subject to the Bond Repayment and the Preference Dividend, as a class, the Participating Dividend. Thereafter, the Preferred Ordinary Shares shall rank *pari passu* in all respects with the "A" Ordinary Shares as to dividends.

12.1.2 The Participating Dividend shall accrue from the fifth anniversary of Completion. Subject to the Act, each Participating Dividend shall be paid three months after the end of the relevant financial year of the Company or fourteen days after the date on which the Auditors sign their report on the audited accounts of the Company for the relevant financial year, whichever is the earlier.

12.1.3 With effect from the fifth anniversary of Completion and after that for so long as there are Preferred Ordinary Shares in issue, the Company shall require the Auditors at the Company's expense to prepare a statement of the PBT for each financial year of the Company at the same time as the Auditors sign the audited accounts for that financial year.

12.1.4 Unless the Company is prohibited from paying dividends by the Act, the Participating Dividend shall (notwithstanding regulations 102-108 (inclusive) of Table A or any other provisions of these Articles and, in particular, notwithstanding there has not been a recommendation of the Board or resolution of the Company in general meeting) be paid immediately on the due date and if not then paid shall be a debt due by the Company and be payable in priority to any later Participating Dividend or other dividend whether paid pursuant to these Articles or otherwise. If the Company fails to pay a Participating Dividend on a date specified in this Article 6 (irrespective of whether such payment is prohibited by the Act), the Participating Dividend shall be increased from that date up to payment at the rate of 4 per cent. per annum above the Bank of England's then prevailing base rate, compounded on 31 March and 30 September in each year on the relevant amount unpaid.

12.1.5 Where the Company is prohibited by the Act from paying in full any Participating Dividend on any date specified in this Article 12, then in respect of any such Participating Dividend which the Company would otherwise be required to pay pursuant to these Articles on that date:

- (a) the Company shall pay, on that date, to the Preferred Ordinary Shareholders on account of the Participating Dividend, the maximum sum (if any) which can then, consistent with the Act, be paid by the Company; and
- (b) as soon as the Company is no longer prohibited from doing so, the Company shall in respect of the Preferred Ordinary Shares pay on account of the balance of the Participating Dividend for the time being remaining outstanding, and until all arrears, accruals and deficiencies of the Participating Dividend have been paid in full, the maximum amount of such Participating Dividend which can, consistently with the Act, be properly paid by the Company at that time.

12.1.6 Save as provided in this Article 12.1, the Preferred Ordinary Shares and the "A" Ordinary Shares shall have no right to participate in the profits of the Company.

12.2 Capital

The provisions of Article 5 shall apply.

12.3 Voting

12.3.1 Preferred Ordinary Shareholders are entitled to receive notice of and to attend and speak at any general meetings of the Company. Preferred Ordinary Shareholders who are in present in person or by proxy or (being a corporation) are represented by a duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll, have one vote for each Preferred Ordinary Share held unless the provisions of Article 12.3.2 apply.

12.3.2 If at the date of the notice convening any general meeting of the Company any Participating Dividend has not been paid in full within three months of its due date (irrespective of whether such Participating Dividend is prohibited by the Act) the Preferred Ordinary Shareholders shall on a poll be entitled at such meeting and at any adjournment thereof to exercise such multiple of votes which is equal to 95.01 per cent. of the Preferred Ordinary Shares and the "A" Ordinary Shares (taken as a whole).

12.4 Exit

On an Exit, the Company shall pay to the Preferred Ordinary Shareholders at the date of such Exit an amount equal to:

- 12.4.1 all accruals or arrears of the Participating Dividend and any interest payable thereon (whether or not the Company is legally able to pay the same); and
- 12.4.2 a pro rata amount of the Participating Dividend from the date of the commencement of the then current financial year of the Company down to and

including the date of completion of the Exit (whether declared or earned and payable under these Articles or not). This pro rata amount shall be calculated as the Adjusted PBT multiplied by the Proportion of the Financial Year.

PREFERENCE SHARES

13. The rights attaching to the Preference Shares are as follows:

13.1 Dividends

13.1.1 The Preference Shareholders have a right to receive a fixed cumulative preferential dividend 11.6 per cent. per annum (the "**Preference Dividend**") to be calculated and paid in accordance with the following provisions of this Article 5.

13.1.2 The right to receive the Preference Dividend has priority over the rights of the holders of any other class of shares in the capital of the Company (including, for the avoidance of doubt, the Preferred Ordinary Shareholders).

13.2 Return of capital

On a winding up or other return of capital (but excluding any redemption of the Preference Shares) Article 5 shall apply.

13.3 Early redemption by Company

Subject to the provisions of the Act, the Financing Documents, the Candover Invest Deep Discount Bond Deed and the Deep Discount Bond Deed, with the written consent of the holders of not less than three quarters of the Preference Shares in issue the Company may redeem all or multiples of 1,000 shares of the Preference Shares at any time by serving notice on the Preference Shareholders specifying the number of Preference Shares to be redeemed, a date between 14 and 28 days later (the "**Redemption Date**") on which the redemption is to take place and the place at which the certificates for (or such other evidence (if any) as the Board may reasonably require to prove title to) those Preference Shares are to be presented for redemption.

13.4 Redemption on a Sale or Listing

Subject to the Financing Documents, the Candover Invest Deep Discount Bond Deed and the Deep Discount Bond Deed, the Company shall redeem all the Preference Shares then in issue on the occurrence of any of the following events:

13.4.1 a Sale or Listing (unless the holders of not less than three quarters of the Preference Shares shall otherwise agree);

13.4.2 the passing by a Group Company of a resolution for its winding up or the making by a court of competent jurisdiction of an order for the winding up of a Group Company or the dissolution of a Group Company;

- 13.4.3 the making of an administration order in relation to a Group Company or the appointment of a receiver over, or the taking possession of or sale by an encumbrancer of, any of a Group Company's assets or, in relation to a Group Company incorporated outside England and Wales, analogous proceedings taking place in the relevant jurisdiction;
- 13.4.4 the making by a Group Company of an arrangement or composition with its creditors generally or the making by a Group Company of an application to a court of competent jurisdiction for protection of its creditors generally; or
- 13.4.5 if any Indebtedness of a Group Company:
 - (a) is not paid when due or (as the case may be) within any originally applicable grace period; or
 - (b) becomes (or becomes capable of being declared) due and payable before its stated maturity otherwise than at the option of the Group Company or (if no event of default, howsoever described, has occurred) a person entitled to that Indebtedness.

13.5 Provisions applying to all redemptions

- 13.5.1 When only some of the Preference Shares are redeemed, the redemption shall take place in proportion as nearly as possible to each Preference Shareholder's holding of Preference Shares.
- 13.5.2 On the Redemption Date the Company shall pay the following amount (the "**redemption money**") in cash in respect of each Preference Share to be redeemed:
 - (a) any amounts credited as paid up and any premium paid on the Preference Shares; and
 - (b) a sum equal to all unpaid arrears and accruals of any Preference Dividend calculated to and including the Redemption Date.
- 13.5.3 On the Redemption Date the redemption money shall:
 - (a) become a debt due and payable by the Company to the Preference Shareholders, irrespective of whether the Company has sufficient distributable profits or other requisite funds to pay the redemption money; and
 - (b) be paid by post at the risk of the Company to (or to the order of) each Preference Shareholder in respect of those Preference Shares which are to be redeemed against receipt of the relevant share certificate (or an indemnity in a form reasonably satisfactory to the Board in respect of a share certificate which cannot be produced). If a Preference Shareholder produces neither the share certificate nor a satisfactory indemnity, the

Company may retain the redemption money due to that shareholder pending delivery of the certificate or a satisfactory indemnity.

- 13.5.4 The Company shall cancel the share certificates in respect of the Preference Shares which have been redeemed and shall issue new certificates without charge in respect of any Preference Shares represented by those certificates which remain in issue within 14 days of the Redemption Date.
- 13.5.5 If by reason of the provisions of the Act the Company is unable to redeem all the Preference Shares falling for redemption on a relevant Redemption Date, the Company shall on the Redemption Date redeem as many of the Preference Shares as can consistently with the Act be properly redeemed and the balance as soon as thereafter as the Act permits Company can lawfully do so.
- 13.5.6 If any redemption date would otherwise fall on a Saturday, Sunday or a day which is a public holiday in England, then the redemption date shall be the next date which is not such a day.
- 13.5.7 The Preference Dividend shall cease to accrue on the Preference Shares to be redeemed as from the Redemption Date unless, despite presentation of the relevant share certificate or a satisfactory indemnity, the Company fails to pay the redemption money in respect of those shares. Should this occur, the Preference Dividend shall continue to accrue or be deemed to continue to accrue on those shares in respect of which the redemption money is outstanding.

13.6 Votes

Preference Shareholders are entitled to receive notice of and to attend and speak at, but not in any circumstances to vote at, general meetings of the Company.

GENERAL MEETINGS

- 14. Regulation 37 of Table A is modified by the deletion of the words "eight weeks" and the substitution for them of the words "28 days".

NOTICE OF GENERAL MEETINGS

- 15. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution must be called by at least 21 clear days' notice. All other extraordinary general meetings must be called by at least 14 clear days' notice but a general meeting may be called by shorter notice if it is so agreed:
 - (a) in the case of an annual general meeting or a meeting called for the passing of an elective resolution, by all the members entitled to attend and vote at that meeting; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being (i) a majority together holding not less

than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act, or (ii) if no such elective resolution is in force, a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

The notice must specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, must specify that the meeting is an annual general meeting.

Subject to the provisions of the articles and to any restrictions imposed on any shares, the notice must be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors.

PROCEEDINGS AT GENERAL MEETINGS

16. A poll may be demanded by the chairman or by any member present in person or by proxy and entitled to vote and regulation 46 of Table A is modified accordingly.
17. Regulation 53 of Table A is modified by the addition at the end of the following sentence: "If a resolution in writing is described as a special resolution or as an extraordinary resolution, it has effect accordingly."

NUMBER OF DIRECTORS

18. Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) is not subject to any maximum and the minimum number is one.

ALTERNATE DIRECTORS

19. A director may appoint any person willing to act, whether or not he is a director of the Company, to be an alternate director. That person need not be approved by resolution of the directors, and regulation 65 is modified accordingly.
20. An alternate director who is absent from the United Kingdom is entitled to receive notice of all meetings of directors and meetings of committees of directors of which his appointor is a member. An alternate director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively. Regulation 66 of Table A is modified accordingly.
21. Regulation 68 of Table A is modified by the addition at the end of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or another place designated for the purpose by the directors."

DELEGATION OF DIRECTORS' POWERS

22. Regulation 72 is modified by the addition at the end of the regulation of the following sentence: "Where a provision of the articles refers to the exercise of a power,

authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision must be construed as permitting the exercise of the power, authority or discretion by the committee."

APPOINTMENT AND REMOVAL OF DIRECTORS

23. The directors are not subject to retirement by rotation. Regulations 73, 74 and 75 of Table A do not apply, and reference in regulations 67 and 84 to retirement by rotation must be disregarded.
24. The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
25. A person appointed by the directors to fill a vacancy or as an additional director is not required to retire from office at the annual general meeting next following his appointment and the last two sentences of regulation 79 of Table A are deleted.
26. No person is incapable of being appointed a director by reason of his having reached the age of 70 or another age. No special notice is required in connection with the appointment or the approval of the appointment of such person. No director is required to vacate his office at any time because he has reached the age of 70 or another age and section 293 of the Act does not apply to the Company.
27. The holder or holders of more than half in nominal value of the shares giving the right to attend and vote at general meetings of the Company may remove a director from office and appoint a person to be a director, but only if the appointment does not cause the number of directors to exceed a number fixed by or in accordance with the articles as the maximum number of directors. The removal or appointment is effected by notice to the Company signed by or on behalf of the holder or holders. The notice may consist of several documents in similar form each signed by or on behalf of one or more holders and shall be left at or sent by post or facsimile transmission to the office or such other place designated by the directors for the purpose. The removal or appointment takes effect immediately on deposit of the notice in accordance with the articles or on such later date (if any) specified in the notice.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

28. The office of a director is vacated if:
 - (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director; or
 - (d) he resigns his office by notice to the Company; or

- (e) he is for more than six consecutive months absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) has not during that period attended any such meetings instead of him, and the directors resolve that his office be vacated; or
- (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors; or
- (g) he is removed from office by notice given by a member or members under article 25.

REMUNERATION OF DIRECTORS

29. A director who, at the request of the directors, goes or resides abroad, makes a special journey or performs a special service on behalf of the Company may be paid such reasonable additional remuneration (whether by way of salary, percentage of profits or otherwise) and expenses as the directors may decide.

PROCEEDINGS OF DIRECTORS

30. Regulation 88 of Table A is modified by the exclusion of the third sentence and the substitution for it of the following sentences: "Every director must receive notice of a meeting, whether or not he is absent from the United Kingdom. A director may waive the requirement that notice be given to him of a meeting of directors or a committee of directors, either prospectively or retrospectively."
31. A director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the directors or a committee of directors is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the directors or of a committee of directors although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
32. If and for so long as there is a sole director of the Company:
- (a) he may exercise all the powers conferred on the directors by the articles by resolution in writing signed by him or by any means permitted by the articles or the Act;
 - (b) for the purpose of regulation 89 of Table A the quorum for the transaction of business is one; and

- (c) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).

- 33. Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in respect of which he has, directly or indirectly, an interest or duty. The director must be counted in the quorum present at a meeting when any such resolution is under consideration and if he votes his vote must be counted.

DIVIDENDS

- 34. The directors may deduct from a dividend or other amounts payable to a person in respect of a share any amounts due from him to the Company on account of a call or otherwise in relation to a share.

CAPITALISATION OF PROFITS

- 35. The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by him of any partly-paid shares rank for dividend, so long as those shares remain partly paid, only to the extent that those partly-paid shares rank for dividend and regulation 110 of Table A is modified accordingly.

NOTICES

- 36. Regulation 112 of Table A is modified by the deletion of the last sentence and the substitution for it of the following: "A member whose registered address is not within the United Kingdom is entitled to have notices given to him at that address or at an address specified by him to which notices may be sent using electronic communications and in this article "address", in relation to electronic communications, includes any number or address used for the purposes of such communications."
- 37. A notice sent to a member (or another person entitled to receive notices under the articles) by post to an address within the United Kingdom is deemed to be given:
 - (a) 24 hours after posting, if pre-paid as first class, or
 - (b) 48 hours after posting, if pre-paid as second class,

and a notice contained in an electronic communication shall be deemed to be given at the expiration of 48 hours after the time it was sent.

A notice sent to a member (or other person entitled to receive notices under the articles) by post to an address outside the United Kingdom is deemed to be given 72 hours after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and

Administrators, shall be conclusive evidence that the notice was given. A notice not sent by post or using electronic communications, but left at a member's registered address is deemed to have been given on the day it was left.

38. Regulation 116 of Table A is modified by the deletion of the words "within the United Kingdom".

INDEMNITY

39. Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, each person who is a director, alternate director or secretary of the Company must be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the proper execution of his duties or the proper exercise of his powers, authorities and discretions including, without limitation, a liability incurred:

- (a) defending proceedings (whether civil or criminal) in which judgement is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or
- (b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

40. The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was:

- (a) a director, alternate director, secretary or auditor of the Company or of a company which is or was a subsidiary undertaking of the Company or in which the Company has or had an interest (whether direct or indirect); or
- (b) trustee of a retirement benefits scheme or other trust in which a person referred to in the preceding paragraph is or has been interested,

indemnifying him and keeping him indemnified against liability for negligence, default, breach of duty or breach of trust or other liability which may lawfully be insured against by the Company.

SOLE MEMBER

41. If and for so long as the Company has only one member:

- (a) in relation to a general meeting, the sole member or a proxy for that member or (if the member is a corporation) a duly authorised representative of that member is a quorum and regulation 40 of Table A is modified accordingly;
- (b) a proxy for the sole member may vote on a show of hands and regulation 54 of Table A is modified accordingly;

- (c) the sole member may agree that any general meeting, other than a meeting called for the passing of an elective resolution, be called by shorter notice than that provided for by the articles; and
- (d) all other provisions of the articles apply with any necessary modification (unless the provision expressly provides otherwise).