

No. 5463043

## The Companies Act 1985

### Private Company Limited by Shares


#### Written Resolutions of DIONYS HOFMANN (UK) LIMITED

The following resolutions were passed as written resolutions of the Company on 4 July 2005 in accordance with the Articles of Association of the Company.

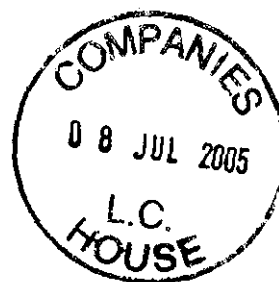
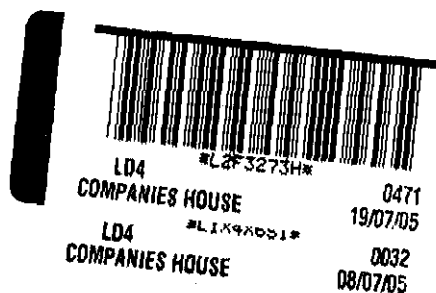
#### Written Resolutions

I, the undersigned, being the sole member of the Company **HEREBY RESOLVE THAT:**

- 1 The 9,999 shares of 1 pence unissued shares in the capital of the Company immediately prior to the passing of this resolution, be and are hereby converted into 5,099 'A' Shares and 4,900 'B' Shares.
- 2 The regulations contained in the document attached to this resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of the existing articles of association.
- 3 The directors are generally and unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to allot and issue up to 5,099 'A' Shares and 4,900 'B' Shares within one month of the date of this resolution (on the expiration of which this authority shall expire) and the directors shall have the power to exercise the authority hereby conferred upon them to allot such shares to such persons and on such conditions as they may in their discretion determine as if Section 89(1) of the Companies Act 1985 did not apply thereto.

  
For and on behalf of  
Hackwood Secretaries Limited

Hackwood Secretaries Limited (Lucy Allan)  
One Silk Street  
London EC2Y 8HQ  
Tel: 020 7456 2000



Company Number 5463043

**DIONYS HOFMANN (UK) LIMITED**

**(Incorporated on 24 May 2005)**

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**NEW ARTICLES OF ASSOCIATION**

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## NEW ARTICLES OF ASSOCIATION

(Adopted on 4 July 2005)

of

**Dionys Hofmann (UK) Limited**

### 1. INTERPRETATION

- (A) The regulations contained in Table A ("Table A") in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985) to affect companies first registered on the date of adoption of these articles shall except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to 'regulations' are to such regulations in Table A.
- (B) In these Articles:-
- (i) headings are used for convenience only and shall not affect the construction hereof;
  - (ii) unless the context otherwise requires or does not so admit or, save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act (but excluding any statutory modification or re-enactment thereof not in force on the date on which these Articles become binding on the Company);
  - (iii) in relation to any member, references to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned;
  - (iv) words denoting the singular shall include the plural and vice versa, words denoting the masculine shall include the feminine and words denoting persons shall include bodies corporate and unincorporated associations.
  - (v) the following words and expressions shall have the following meanings:-

"the Act"	the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;
'A' Director"	means any director appointed and holding office from time to time pursuant to Article 27(1);
"these Articles"	these Articles of Association as amended from time to time;
'A' Shares"	means the 'A' Shares of 1 pence each in the share capital of the Company from time to time;
"auditors"	the auditors of the Company from time to time;
'B' Director"	means any director appointed and holding office from time to time pursuant to Article 27(2);
'B' Shares"	means the 'B' Shares of 1 pence each in the share capital of the Company from time to time;
"Clear Days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;
"communication" and "electronic communication"	have the same respective meanings as in the Electronic Communications Act 2000 the latter including, without limitation, e-mail, facsimile, CD-ROM, audiotape, telephone transmission and, in the case of electronic communication by the Company in accordance with Article 42, publication on a web site.
"Company"	means Dionys Hofmann (UK) Limited;
"the Directors"	the directors for the time being of the Company;

"holder"	in relation to Shares means the person whose name is entered in the register of members as the holder of those shares;
"Member"	any holder for the time being of any Shares in the capital of the Company;
"the Office"	the registered office of the Company for the time being;
"Secretary"	the Secretary of the Company or any other person appointed to perform the duties of the Secretary of the Company, including a joint, assistant or deputy secretary;
"Shareholders Agreement"	means the agreement dated 4 July 2005 and made between Dionys Hofmann GmbH, Halesburton Holdings Limited and the Company;
"Shares"	(unless the context does not so admit) shares in the capital of the Company (of whatever class).

## 2. SHARE CAPITAL

- 2.1 The authorised share capital of the Company at the date of adoption of these Articles is £100 divided into 5,100 'A' Shares and 4,900 'B' Shares. The 'A' Shares and the 'B' Shares shall be separate classes of shares and shall carry the respective voting rights to appoint and remove directors and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall be identical and rank *pari passu*.
- 2.2 Unless all the members otherwise agree in writing, any new shares issued to a holder of 'A' Shares shall be 'A' Shares and any new shares issued to a holder of 'B' Shares shall be 'B' Shares including any new shares issued pursuant to regulation 110.

## 3. ISSUE OF NEW SHARES

- 3.1 Any shares in the capital of the Company for the time being unissued and any new shares from time to time created which the Directors shall determine to issue shall be allotted and issued only in such a manner so as to maintain the proportions specified in Article 2.1 and so that, on each occasion, 'A' Shares and 'B' Shares are issued at the same price and on the same terms as to payment and otherwise.

3.2 All unissued Shares shall be under the control of the Directors subject to Section 80 of the Act.

3.3 In accordance with section 91 (1) of the Act, sections 89 (1) and 90 (1) to (6) inclusive of the Act shall not apply to the Company.

#### 4. LIEN

The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether or not fully paid) standing registered in the name of a single person for all monies presently payable by him or his estate to the Company; but the Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

#### 5. TRANSFER OF SHARES

5.1 Notwithstanding anything to the contrary in Articles 5, 6, and 7, no member may transfer any Shares (or interest therein) for a period of two years from the date of the adoption of these Articles.

5.2 The instrument of transfer of a Share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee. The transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the register of Members in respect thereof. Regulation 23 of Table A shall not apply.

5.3 Except in the case of a transfer permitted in accordance with Article 6, no Share in the capital of the Company or any interest therein shall be transferred (which shall include the assignment of the beneficial interest in, or the creation of any charge or security interest over, such Share or any direction, whether by way of renunciation or nomination or otherwise howsoever, of any rights to receive or subscribe for such Share) unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

5.4 Subject to Article 6 any Member who wishes to transfer any Shares (or any interest therein) and every person becoming entitled upon death or otherwise to dispose of or deal with any Shares who wishes to transfer any Shares (or any interest therein) ("the proposed transferor") shall give a notice in writing of such wish ("a Transfer Notice") to the Board of Directors of the Company ("the Board") specifying the number and class of Shares which he wishes to transfer ("the Transfer Shares") and shall at the same time deposit with the Board the share certificate or certificates in respect of the Transfer Shares. A Transfer Notice shall

constitute the Board the agent of the proposed transferor for the sale of the Transfer Shares at the Transfer Price (as hereafter defined) and shall not be revocable except as set out in Article 5.10 hereof or with the consent of all the Members.

- 5.5 A Transfer Notice shall be deemed to contain a condition (the "Total Transfer Condition") that unless all of the Transfer Shares comprised in the Transfer Notice are sold pursuant to the following provisions of this Article, none shall be so sold.
- 5.6 Within 7 days after the receipt of a Transfer Notice the Directors shall serve a copy of such Transfer Notice on all the Members other than the proposed transferor.
- 5.7 The Transfer Price shall be such price as is agreed in writing between the Members and in the absence of such agreement for whatever reason within 21 days after the service of the Transfer Notice pursuant to Article 5.4 the Board shall forthwith instruct the auditors for the time being of the Company or, if the auditors decline to accept such instructions, an independent Chartered Accountant of not less than ten years standing nominated by agreement between all the Members or, failing such agreement within 14 days after the auditors decline, nominated at the request of the proposing transferor by the President for the time being of the Institute of Chartered Accountants in England and Wales (the auditors or the nominated Chartered Accountant, as the case may be, being hereinafter referred to as the "Expert") to determine in writing ("the Expert's Determination") the Transfer Price as soon as reasonably practicable as hereafter set out.
- 5.8 The Expert will determine the fair value of the Transfer Shares as at the date of the Transfer Notice and the Transfer Price shall be such fair value as is determined by the Expert. In acting as aforesaid the Expert shall be acting as an expert and not as an arbitrator. Its determination shall be final and binding on all the Members and in the absence of fraud or manifest error, the Expert shall be under no liability to such person by reason of his determination or by anything done or omitted to be done by the Expert for those purposes or in connection with them.
- 5.9 The Board shall promptly give to the Expert such information and assistance as the Expert may reasonably request relating to carrying out such instructions. The fees and expenses of the Expert shall be paid as to one-half by the proposed transferor and as to the balance by the purchaser or if there is more than one, the purchasers of the Transfer Shares in proportion to the numbers of the Transfer Shares respectively purchased by him or them. If the Transfer Shares are not sold all such fees and expenses shall be borne by the proposed transferor.
- 5.10 Upon receipt of the Expert's Determination, the Board shall forthwith inform the proposed transferor in writing of the Transfer Price and the

proposed transferor shall have fourteen days thereafter by written notice to the Board to revoke the Transfer Notice ("the Revocation Period").

- 5.11 If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price ("the Determination Date") shall be the date seven days following the date upon which the Directors receive the Expert's Determination in writing. If the Transfer Price is determined by written agreement between all the Members as aforesaid then the Determination Date shall be the date of such agreement.
- 5.12 Within fourteen days after the Determination Date the Board shall forthwith offer the Transfer Shares in writing to all the Members (other than the proposed transferor) who at the date of the offer are registered as the holders of shares of the same such class as the Transfer Shares in proportion as nearly as may be to their holdings of the shares of such class and such offer shall invite such Members to apply for any Transfer Shares in excess of their entitlement on the basis that any excess Transfer Shares shall be sold to the holders accepting the offer (if more than one) in proportion (as nearly as may be and without increasing the number sold to any holder beyond the number of excess Transfer Shares applied for by him) to their existing holdings of Shares of that class. Such offer shall be limited to a period not being less than twenty-one days nor more than thirty-five days within which the offer shall be accepted or in default shall be deemed to have been declined ("the Offer Period").
- 5.13 If either (i) all the Transfer Shares are not accepted by a Member or Members holding Shares of the same class as the Transfer Shares within the Offer Period or (ii) if there are no other holders of shares of that class, then the Board shall (in the former case) within seven days after the expiry of such time and (in the latter case) forthwith upon the expiry of the Revocation Period (unless the Transfer Notice has been revoked pursuant to Article 5.10) offer the Transfer Shares not so accepted in the case of (i) or the Transfer Shares in the case of (ii) to the Members who at the date of the offer are registered as the holders of Shares of the other class (namely the 'A' Shares if the Shares are 'B' Shares and the 'B' Shares if the Shares are 'A' Shares) in proportion as nearly as may be to their holdings of the Shares of such class and such offer shall invite such Members to apply for any Transfer Shares in excess of their entitlement on the basis that any excess Shares shall be sold to the holders of the other class accepting the offer (if more than one) in proportion as nearly as may be and without increasing the number of excess Transfer Shares applied for by him to the existing shareholdings of that class. Such offer shall be limited to a period of not less than twenty-one days nor more than thirty-five days within which the offer shall be accepted or in default shall be deemed to have been declined ("the Second Offer Period").



5.14 Any offer made pursuant to Articles 5.12 and 5.13 aforesaid shall specify:-

- (i) the number and class of the Transfer Shares;
- (ii) the proportionate entitlement of the relevant Member;
- (iii) the Transfer Price; and
- (iv) that the offer is deemed to contain the Total Transfer Condition.

5.15 If by the foregoing procedure the Board does not receive acceptances in respect of all of the Transfer Shares the Board shall forthwith give written notice to the proposed transferor of that fact and none of the Transfer Shares will be sold to the Members pursuant to this Article. If such a notice is served the proposed transferor may at any time within the period of 6 months from the date of such written notice sell all the Transfer Shares (but not some only) to any single third person at any price not being less than the Transfer Price and otherwise on terms no more favourable to the purchaser than those offered to the Members, subject to the right of the Directors to decline to register the transfer of the Transfer Shares

5.16 If in any case the proposed transferor after having become bound to transfer any Transfer Shares pursuant to this Article makes default in transferring any Transfer Shares, the Board may receive the purchase money which shall be paid into a separate bank account and the Board shall within a reasonable period nominate some person to execute an instrument or instruments of transfer of the relevant Transfer Shares in the name and on behalf of the proposed transferor and thereafter, when such instrument or instruments have been duly stamped, the Board shall cause the name of the relevant proposed purchaser or purchasers to be entered in the Register as the holder or holders of the relevant Shares and shall hold the purchase money in trust for the proposed transferor. The receipt of the Board for the purchase money shall be a good discharge to the relevant proposed purchaser or purchasers and after his or their names have been entered in the Register of Members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

## 6. PERMITTED TRANSFERS

6.1 Notwithstanding the provisions of Articles 5.1 - 5.16 inclusive (which shall not apply to any such transfer as is mentioned in this Article 6) any Member

- (a) being a body corporate may at any time transfer all or any shares held by it to a member of the same group (as hereinafter defined);

(b) where shares have been transferred under sub-paragraph (a) (whether directly or by a series of transfers thereunder) from a body corporate ("the transferor company" which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ("the transferee company") and subsequently, the transferee company ceases to be a member of the same group as the transferor company then the transferee company shall forthwith transfer the relevant shares (as hereinafter defined) to the transferor company; and failure so to transfer such shares within 28 days of the transferee company ceasing to be a member of the same group as the transferor company shall result in a transfer notice being deemed immediately to be given in respect of the relevant shares;

(c) For the purposes of this paragraph:

(i) the expression 'a member of the same group' means a company which is from time to time a holding company of which the transferor company is a subsidiary or of any holding company of which the transferor company is a subsidiary; and

(ii) the expression 'relevant shares' means and includes (so far as the same remain from time to time held by the transferee company) the shares originally transferred to the transferee company and any additional shares issued and transferred to the transferee company by virtue of the holding of the relevant shares or any of them.

## **7. PROHIBITED TRANSFERS AND APPROVAL OF TRANSFERS**

7.1 Notwithstanding anything else contained in these Articles, no share shall be issued or transferred to any bankrupt or person of unsound mind.

7.2 In Regulation 24 of Table A the first sentence shall be deleted and the following substituted therefor:-

"Except in the case of the transfer of any Share in accordance with the provisions contained in Articles 5 (other than Article 5.16) and 6 aforesaid the Directors may in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any Share whether or not it is a fully paid Share."

## **8 ALTERATION OF CAPITAL**

In Regulation 32 of Table A the words "special resolution" shall be substituted for the words "ordinary resolution".

## GENERAL MEETINGS

9. Every notice convening a general meeting shall comply with the provisions of section 372 (3) of the Act as to giving information to Members with regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the auditors for the time being of the Company.
10. No business shall be transacted at any general meeting unless a quorum of Members is present throughout the meeting. Two members present in person or by proxy shall be a quorum of which one shall be or represent a holder of any of the 'A' Shares and the other shall be or represent a holder of any of the 'B' Shares. Regulation 40 of Table A shall not apply to the Company.
11. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other place as the Directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the Member or Members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have the power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 41 of Table A shall not apply to the Company.
12. Regulation 44 shall not apply.
13. An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.
14. The chairman of a general meeting shall not be entitled to a second or casting role. Regulation 50 shall not apply.
15. A resolution in writing executed pursuant to Regulation 53 of Table A and which is expressed to be a special resolution or an extraordinary resolution shall have effect accordingly.
16. The words "be entitled to" shall be inserted between the words "shall" and "vote" in Article 57 of Table A.
17. A member shall not be entitled to appoint more than one proxy to attend and vote on the same occasion and accordingly the final sentence of Regulation 59 of Table A shall not apply to the Company.
18. **WRITTEN RESOLUTION**

Any written resolutions of the members may, in the case of a corporation, be signed on its behalf by the director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

## **DIRECTORS**

19. Unless and until otherwise determined by the Company in general meeting there shall be a maximum number of six Directors and the minimum number of Directors shall be two.
20. No director shall be appointed otherwise than as provided by these Articles. Regulations 73 to 80 (inclusive) and 90 shall not apply.

## **ALTERNATE DIRECTORS**

21. A Director may at any time appoint any other person to be his alternate director and may at any time remove any such alternate director. Any appointment or removal of an alternate director shall be in writing signed by or on behalf of the appointor and shall be addressed to the Secretary and shall take effect on delivery at the registered office of the Company.
22. An alternate director shall cease to be an alternate director if his appointor ceases for any reason to be a Director.
23. An alternate director shall be entitled to receive notices of all meetings of the Directors and of any committee of the directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meetings to perform all functions of his appointor as a director and for the purposes of the proceedings at such meetings the provisions of these Articles shall apply as if he were a director of the relevant class. If an alternate director shall be himself a director or shall attend any such meetings as an alternate for more than one director his voting right shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time absent from the United Kingdom or temporarily unable to act through ill health or disability his signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.
24. Every person acting as an alternate director shall be an officer of the Company and shall alone be responsible to the Company for his acts and defaults, and he shall not be deemed to be the agent of or for his appointor.
25. Regulations 65 to 69 (inclusive) of Table A shall not apply.

26. Any alternate (who is not also a Director of the Company) shall be someone reasonably acceptable to the Board.

**27 APPOINTMENT AND RETIREMENT OF DIRECTORS**

- (1) The holder of the 'A' Shares shall be entitled by notice in writing to the Company to appoint two directors and by like notice to remove such directors and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an 'A' Director
- (2) The holder of the 'B' Shares shall be entitled by notice in writing to the Company to appoint two directors and by like notice to remove any of such directors and at any time and from time to time by like notice to appoint any other person to be a director in place of a director so removed. Any director so appointed shall be a 'B' Director
- (3) A notice of appointment or removal of a director pursuant to this Article shall take effect upon lodgment at the office or on delivery to a meeting of the directors or on delivery to the secretary
- (4) Every Director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.
- (5) Any Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine.
28. The Directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded
29. No Director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

**POWERS AND DUTIES OF DIRECTORS**

30. A Director may vote in respect of any contract or proposed contract or arrangement in which he may be interested and if he shall do so his vote shall be counted and he shall be counted in the quorum present at any meeting. Regulations 94 to 98 (inclusive) of Table A shall not apply.

**PROCEEDINGS OF DIRECTORS**

31. Except during periods where there are for whatever reason, no 'A' Directors or no 'B' Directors:
- (1) the quorum for the transaction of the business of the directors shall be two of whom one shall be an 'A' Director and one a 'B' Director; and
  - (2) any committee of the directors shall include at least one 'A' Director and one 'B' Director and the quorum for the transaction of the business of any such committee shall be two of whom one shall be an 'A' Director and one a 'B' Director
32. In the event that at any duly convened meeting of the directors or of any committee of the directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or to such other day, and at such other time and place as an 'A' Director and a 'B' Director may agree in writing) and at such adjourned meeting. The quorum shall be any one 'A' Director and one 'B' Director.
33. The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly.
34. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more Directors (or their respective alternates). Regulation 93 of Table A shall not apply.
35. Any Director including an alternate director may participate in a meeting of the Directors or a committee of the directors of which he is a member by means of a conference telephone or similar means of communications equipment whereby all persons participating in the meeting can hear each other and participation in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be 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.
36. Regulation 88 of Table A shall be amended by substituting for the sentence:-
- "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"
- the following sentence:-
- "Notice of every meeting of the directors shall be given to each Director and his alternate director, including Directors and alternate directors who may for the

time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service of notice of meetings."

37. The Company shall not be subject to the provisions of Section 293 of the Act.

#### **THE SEAL**

38. If the Company has a seal it shall only be used with the authority of the Directors or of a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined every instrument to which the seal is affixed (or which is to be executed as a Deed) shall be signed by any two Directors or any Director and the Secretary. The obligation under Regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

#### **WINDING UP**

39. In Regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

#### **40. INDEMNITY**

- 40.1 Subject to the provisions of section 310 of the Act every Director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no Director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.

- 40.2 The Directors shall have power to purchase and maintain at the expense of the Company for the benefit of any Director (including an alternate director), officer or auditor of the Company insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, (including as an alternate director) officer or auditor.

#### **ELECTRONIC COMMUNICATIONS**

**41      Signature of documents**

Where these Articles require a document to be signed by a member or other person then, if that document is in the form of an electronic communication, to be valid it must incorporate the electronic signature or personal identification details (which may be details previously allocated by the Company) of that member or other person, in such form as the Directors may approve, or be accompanied by such other evidence as the Directors may require to satisfy themselves that the document is genuine. The Company may designate mechanisms for validating any such document, and any such document not so validated shall be deemed not to have been received by the Company.

**42      Electronic communication**

42.1    A member may notify the Company of an address for the purpose of his receiving electronic communications from the Company. If a member does so, he shall be deemed to have agreed to receive from the Company notices and other documents of the kind to which the address relates by electronic communication. In addition, if a member notifies the Company of his e-mail address, the Company may satisfy its obligation to send him any notice or other document by:

- (a)     publishing such notice or other document on a web site; and
- (b)     notifying him by e-mail to that e-mail address that such notice or document has been so published, specifying the address of the web site on which it has been published, the place on the web site where the notice may be accessed, how it may be accessed and (if the notice relates to a shareholders' meeting) stating (a) that the notice concerns a notice of a company meeting served in accordance with the Act (b) the place, date and time of the meeting, (c) whether the meeting is to be an annual or extraordinary general meeting and (d) such other information as the Act may prescribe.

42.2    Any amendment or revocation of a notification given to the Company under this Article 42 shall only take effect if in writing, signed by the member and on actual receipt by the Company of it.

42.3    An electronic communication shall not be treated as received by the Company if it is rejected by computer virus protection arrangements.