

Company Number 6546841

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION**

**OF**

**DREAMAID LIMITED  
(the "Company")**

Pursuant to section 283 and Part 13, Chapter 2 of the Companies Act 2006

I, the undersigned, being the sole member of the Company who at the date hereof is entitled to vote on the resolutions below (being the eligible member in terms of section 289 of the Companies Act 2006) hereby irrevocably agree by signature hereof that the following resolutions shall be passed as special resolutions of the Company pursuant to section 283 and Part 13, Chapter 2 of the Companies Act 2006 and agree that they shall be for all purposes valid and effective as if the same had been passed at a general meeting of the Company, duly convened and held.

**SPECIAL RESOLUTIONS**

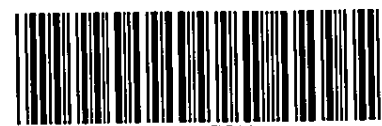
- 1 "That 100 ordinary shares of £1.00 each forming part of the authorised but unissued share capital of the Company be reclassified into a like number of A ordinary shares of £1 00 each having the rights and restrictions as set out in the Articles of Association of the Company to be adopted in accordance with resolution 2. below."
- 2 "That the Articles of Association annexed hereto and marked A for identification purposes be and are hereby approved as the new Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association of the Company"



Peter McAteer

Dated the 29th day of April, Two Thousand and Eight

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COMPANIES HOUSE

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**THE COMPANIES ACTS 1985, 1989 ...**

**PRIVATE COMPANY LIMITED BY SHARES**

**NEW ARTICLES OF ASSOCIATION**

**OF**

**DREAMAID LIMITED ("the Company")**

## **INTERPRETATION**

1.1 In these Articles of Association ("Articles") -

"Act" means the Companies Acts 1985 as amended, modified or varied, by the Companies Act 1989 including any further statutory modification or re-enactment thereof for the time being in force and any provisions of the Companies Act 2006 for the time being in force

"Allomax Associates" means Allomax Associates Limited (Company Number - 03059811)

"Articles" means the Articles of Association of the Company

"Associate" means any spouse, brother, sister or lineal ascendant or descendent of an individual and any company which is or may be directly controlled (within the meaning of section 840 of the Income and Corporation Taxes Act 1988) by such a person

"Board" means the board of directors from time to time of the Company.

"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.

"communications" means the same as in the Electronic Communications Act 2000

"Cormack Consultancy Agreement" means the consultancy agreement executed between Allomax Associates and Mr Cormack on or around the date of adoption of these Articles.

"Critical Illness" means any serious illness including but not limited to cancer, stroke or heart attack which results in the relevant member being unable to continue as an employee or consultant with the Company

"Director" means any director of the Company from time to time.

"electronic communications" means the same as in the Electronic Communications Act 2000.

"Event of Default" means the occurrence of any one or more of the following events in respect of a member of the Company (excepting Mr McAteer) -

- (a) any distress, execution, sequestration or other process being levied or enforced upon or sued against the property of any member, or
- (b) the inability of any member to pay his debts in the normal course of business as they fall due, or
- (c) any member being declared bankrupt or executing a trust deed for the benefit of his creditors or making any arrangement or composition with his creditors generally; or
- (d) the default by any member of any material contractual obligation of that member to the Company necessary for the Company properly and timeously to perform the obligations incumbent upon it under any contract; or
- (e) Mr Sivewright acting in breach of his obligations under the Sivewright Consultancy Agreement, or
- (f) Mr Cormack acting in breach of his obligations under the Cormack Consultancy Agreement, or
- (g) in the case of any member being an individual connected with the Company for the time being, his ceasing to be so connected (otherwise than by reason of death, Critical Illness, unfair or wrongful dismissal or retrial of that member) and for these purposes an individual shall be deemed to be connected with the Company if he is a Director or a consultant providing services to the Company or is an employee of the Company, or
- (h) any member transfers or attempts to transfer any shares except in accordance with the terms of the Articles, or
- (i) any member dies or retires; or
- (j) any member is diagnosed with a Critical Illness, or
- (k) any member is in breach of Articles 29 1 and/or 29 2

"executed" includes any mode of execution.

"Fair Value" means the Fair Value of the shares as at the date of the transfer notice, which value shall be calculated as between a willing seller and a willing purchaser contracting on arm's length terms having regard to the fair value of the business of the Company as a going concern, but without any discount or enhancement for the fact that the shares being valued may represent a minority or majority interest respectively in the Company

"Formula" means  $A \times B$ , where **A** equals 5 (five) and **B** equals the annual post tax profits of the Company in respect of the immediately preceding financial year as determined from the annual audited accounts of the Company in respect of such financial year but on the understanding that in the event such annual post tax profits are either zero or less than zero, **B** shall equal £1 00.

"holder" in relation to shares means the member whose name is entered in the register of members as the holder of shares

"Mr Cormack" means Murray Cormack, presently residing at 323 Hardgate, Aberdeen, AB10 6AR.

"Mr McAteer" means Peter McAteer, the managing director of the Company

"Mr Sivewright" means Mark Sivewright, presently residing at 28 Fairview Circle, Danestone, Aberdeen, AB22 8ZQ

"Office" means the registered office of the Company

"Secretary" means 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.

"Sivewright Consultancy Agreement" means means the consultancy agreement executed between Allomax Associates and Mr Sivewright on or around the date of adoption of these Articles

"United Kingdom" means Great Britain and Northern Ireland

- 1.2 The masculine gender includes the feminine and neuter genders and the neuter gender includes the masculine and feminine genders
- 1.3 The singular includes the plural and vice versa. Unless the context otherwise requires, words or expressions contained in these regulations bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company
- 2. The Regulations contained in Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No 805) and amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No 1052) and The Companies (Tables A to F) (Amendment) Regulations 2007 are hereby excluded and shall not apply to the Company

## **SHARE CAPITAL**

- 3.1 Subject to the provisions of the Act and without prejudice to any rights attached to any existing shares, any share may be issued with such rights or restrictions as the Company may by ordinary resolution determine
- 3.2 As at the date of adoption of these Articles, the authorised share capital of the Company is £1,000,000, divided into 999,900 ordinary shares of £1.00 each ("Ordinary Shares") and 100 A ordinary shares of £1.00 each ("A Shares") The Ordinary Shares and the A Shares shall rank pari passu save that (i) the holders of A Shares shall be entitled to

receive notice of and attend all general meetings of the Company but shall **not be entitled to vote thereat**, and (11) the holders of A Shares shall not be entitled to appoint any Director to act as their representative on the Board

4. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are to be liable to be redeemed at the option of the Company or the holder on such terms and in such manner as may be provided by the Articles.
5. The Company may exercise the powers of paying commissions conferred by the Act Subject to the provisions of the Act, any such commission may be satisfied by the payment of cash or by the allotment of fully or partly paid shares or partly in one way and partly in the other
6. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise any interest in any share except an absolute right to the entirety thereof in the holder
- 7
  - (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to paragraph (b) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit. The provisions of Section 89(1) of the Companies Act 1985 shall not apply with respect to the allotment of shares in the capital of the Company.
  - (b) The Directors are generally and unconditionally authorised, for the purposes of the Act, to exercise any power of the Company to allot and grant rights to subscribe for relevant securities (as defined in the Act) or convert securities into shares of the Company up to the amount of authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation of the Company and the Directors may, after that period allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby conferred may, at any time (subject to the provisions of the Act) be renewed, revoked or varied by ordinary resolution of the Company

## **SHARE CERTIFICATES**

- 8 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by him (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine Every certificate shall be executed for and on behalf of the Company and shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company

shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them

- 9 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate

## **LIEN**

- 10 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation. The Company's lien on a share shall extend to any amount payable in respect of it
- 11 The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the share or to the person entitled to it in consequence of the death or bankruptcy of the holder, demanding payment and stating that if the notice is not complied with the share may be sold
- 12 To give effect to a sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 13 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any moneys not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale

## **CALLS ON SHARES AND FORFEITURE**

- 14 Subject to the terms of allotment, the Directors may make calls upon the members in respect of any moneys unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him

notwithstanding the subsequent transfer of the shares in respect whereof the call was made

- 15 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed
16. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof
- 17 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of the allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part
- 18 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 19 Subject to the terms of allotment, the Directors may make arrangements on the issue of shares for a difference between the holders in the amounts and times of payment of calls on their shares
- 20 If a call remains unpaid after it has become due and payable the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued and all expenses that may have been incurred by the Company by reason of such non-payment. The notice shall name the place where payment is to be made and shall state that if the notice is not complied with the shares in respect of which the call was made will be liable to be forfeited
21. If the notice is not complied with any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.
- 22 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person the Directors may authorise some person to execute an instrument of transfer of the share to that person
- 23 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the

shares forfeited but shall remain liable to the Company for all moneys which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those moneys before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payment but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.

- 24 A statutory declaration by a Director or the secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

## TRANSFER OF SHARES

- 25 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.

## PRE-EMPTION RIGHTS

- 26 The following provisions shall apply to all transfers of shares except (i) transfers permitted under any separate agreement between ALL the members, (ii) transfers under Article 27 (Drag Along Rights); and (iii) as otherwise expressly stated in Article 28 (Default):-

- (a) any member proposing or desiring to transfer any shares must give prior written notice to the Company specifying the proposed transferee (if there be one), the number of shares proposed to be transferred and in the case of a sale the proposed price per share, or in the case of any other transfer, the amount which in his opinion constitutes the value per share

for the purposes of these articles the member proposing to transfer any shares is called "the vendor", the prior written notice he must give is called a "transfer notice"; the shares the vendor proposes to transfer as specified in a transfer notice are called "the offered shares", and the other member or members purchasing such shares is/are called "the purchasing member(s)"

a transfer notice authorises the Company as agent of the vendor to sell all (**but not only some of**) the offered shares to the purchasing member(s) either at the price or value per share specified in the transfer notice or at the Fair Value per share fixed as specified in paragraph (c) of this article Unless all the other



members holding shares in the capital of the Company so agree, a transfer notice cannot be withdrawn

- (b) the offered shares shall first be offered by the Company to the holders of Ordinary Shares (other than the vendor) as nearly as may be in proportion to the number of Ordinary Shares held by them respectively. If there are no other members holding Ordinary Shares the offered shares shall immediately be offered to the holders of A Shares as nearly as may be in proportion to the number of A Shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called an "offer notice") within seven days after the receipt by the Company of the transfer notice. At the same time as despatching the offer notice(s) the Company shall give notice of the proposed sale to all other members of the Company (if any) excluding the vendor (hereinafter called a "notification notice"). If the holders of Ordinary Shares (other than the vendor) do not wish to buy any of the offered shares, or only wish to buy some of the offered shares, the remaining shares shall be offered to the holders of A Shares on the same terms and conditions mutatis mutandis as set out in these Articles

the offer notice and notification notice shall state the proposed transferee and the price or value per share specified in the transfer notice. The offer notice shall be open for written acceptance only for a period of twenty one days from its date, provided that (i) if a certificate of valuation is requested under paragraph (c) of this article the offer shall remain open for such written acceptance for a period of twenty one days after the date on which notice of the value certified in accordance with that paragraph is given by the Company to the members and (ii) if by the expiry of the said relevant period, acceptances have not been received for some of the offered shares so that under paragraph (d) of this article they are to be offered to the holders of shares of the other classes, such shares shall be offered to the holders of the other classes within seven days, and such offers shall be open for acceptance for similar periods of 21 days

for the purpose of this article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company

the offer notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all such members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by the claimants respectively, provided that no member shall be obliged to take more shares than he shall have applied for

if any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings, the same shall be offered to

the members, or some of them, in such proportions or in such manner as the Directors may think fit

- (c) except in circumstances where a transfer notice has been served or deemed to have been served pursuant to Article 28 (Default), in which case the value of the offered shares shall be fixed and determined in accordance with Articles 28.3 1 or 28.3 2, any member may, not later than seven days after the date of receipt of the offer notice or notification notice (as the case may be) by him, serve on the Company notice in writing requesting that the value of the offered shares be fixed by such independent firm of accountants experienced in the valuing of private companies (other than the auditors for the time being of the Company) as shall be agreed between the vendor and the Company, which failing as shall be selected by the Company ("the special auditors") The value of the offered shares shall be their Fair Value Such special auditors (hereinafter called "the valuer") shall be deemed to act as an experts and not as arbiters and their determination of the Fair Value shall be final and binding for all purposes hereof The valuer shall certify their opinion of the Fair Value of the offered shares by certificate in writing signed by them The valuer's costs shall be borne equally between the vendor and the member in question. On receipt of the valuer's certificate the Company shall by notice in writing inform all members (including the vendor) of the Fair Value of all the offered shares and of the price per share (being the lower of the price as specified in the transfer notice and the Fair Value of each offered share as determined in accordance with this paragraph) at which the offered shares are offered for sale For this purpose the Fair Value of each of the offered shares shall be the Fair Value of the offered shares certified as aforesaid divided by the number of the offered shares
- (d) if purchasing member(s) shall be found for all (but not only some of) the offered shares within the relevant period specified in paragraph (b) above, the Company shall not later than seven days after the expiry of such period give notice in writing (hereinafter called a "sale notice") to the vendor specifying the purchasing member(s) and the vendor shall be bound upon payment of the price due in respect of all the offered shares to transfer the same to the purchasing member(s).
- (e) if the vendor shall fail to sign and deliver a valid transfer of any of the offered shares which he has become bound to sell pursuant to the foregoing provisions the secretary of the Company or if the secretary shall be the vendor, any Director of the Company other than the vendor, shall be deemed to have been appointed agent of the vendor with full power to complete, execute and deliver in the name and on behalf of the vendor, transfers of the shares to be sold by him pursuant to these provisions, and to receive payment of the price on his behalf, and to give a valid receipt and discharge therefor The secretary of the Company, or any Director, as the case may be shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the vendor

the Directors shall register any transfer granted in pursuance of these powers notwithstanding that the certificate or certificates for the offered shares may not be produced with such transfer or transfers and after the purchasing member(s) has/have been registered in exercise of these powers, the validity of the proceedings shall not be questioned by any person

- (f) if no sale notice shall be given by the Company to the vendor within the time limit specified in paragraph (b) of this article, or if purchasers are not found for all the offered shares, then subject to Article 28 4, the vendor shall be entitled, for a period of thirty days after the expiry of such time limit, to transfer the offered shares to the proposed transferee specified in the transfer notice or any other party, but in the case of a sale, at not less than the lower of the price stated in the transfer notice and the Fair Value if this has been fixed by the valuer, and the Directors shall register such transfer(s).
- (g) any purported transfer of shares by any member not preceded by a transfer notice given in accordance with the foregoing provisions, shall be of no effect unless the other members shall have validly waived their rights in writing, and no such purported transfer shall be registered by the Directors
- (h) if for any reason the Directors determine to refuse to register any transfer of a share they shall as soon as reasonably practicable send to the transferee notice of such refusal

## **DRAG ALONG RIGHTS**

- 27 1 If within 60 days of any company or any person, (other than one or more of the members of the Company (or persons acting in concert with them)) (the 'Offeror') making an offer to acquire the entire issued share capital of the Company at the Specified Price ("an Offer") the Offeror has received acceptances of the Offer which would result in the Offeror acquiring at least 60% of the entire issued equity share capital of the Company then
  - 27 1 1 The Offeror shall extend the offer to those members who have not accepted the Offer requiring them to do so; and
  - 27 1 2 Each of such non-accepting members shall upon such Offer being made to them be deemed to have accepted such Offer in respect of all shares in the Company held by him in accordance with the terms of the Offer
- 27 2 If any such non-accepting member as is referred to in Article 27 1 shall not, within 14 days of becoming required to do so, execute transfers in respect of the shares held by such member, then the Directors shall be entitled to, and shall, authorise and instruct such person as they think fit to execute the necessary transfer(s) on his behalf and, against receipt by the Company (on trust for such member) of the purchase moneys

payable for the relevant shares, deliver such transfer(s) to the Offeror (or its agents) and register the Offeror (or its nominees) as the holder thereof, and after the Offeror (or its nominees) has been registered as the holder thereof the validity of such proceedings shall not be questioned by any person

27.3 All other Articles of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 27

27.4 For the purpose of this Article 27 -

The expression "the Specified Price" shall mean the consideration in cash per share equal to the cash consideration per share offered or paid or payable by the proposed transferee or transferees or his or her nominees for any other shares in the Company and in the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as an expert and not as arbiter) nominated by the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants of Scotland) whose decision shall be final and binding

## DEFAULT

28 1 If any member (excepting Mr McAteer) commits or suffers an Event of Default, then the other members (including Mr McAteer) shall require the defaulting member and his Associates holding shares to sell all (but not part only) of the shares collectively held or beneficially owned by the defaulting member and his Associates by delivering written notice to the defaulting member (with a copy to the Company) and the defaulting member shall, in addition, be required to forthwith resign from any office he holds in the Company and any subsidiary company or holding company of the Company and shall further be required to repay in full all monies still unpaid in respect of any monies due by that defaulting member to the Company (together with all interest (if any) accrued thereon).

28.2 The other members shall be required to repay or procure the repayment of any indebtedness of the Company to the defaulting member and his Associates holding shares. The defaulting member and his Associates holding shares shall be deemed to have given a transfer notice (as defined in Article 26(a)) **whereupon subject to the provisions of this Article 28**, the transfer procedure as detailed in Article 26 shall be followed **with the exception** that (a) the purchase price for the shares shall be determined by Article 28.3 1 or Article 28.3 2 (as the case may be) and (b) any shares which are not so acquired by the other members (who are not in default) shall be offered to the Company in accordance with Article 28 4 before they may be transferred or sold to any other person not being a member

28 3 1 The purchase price per share for any shares which are the subject of Events of Default lettered (a) to (h) (inclusive) and (k) shall be **par value** (i e £1.00 per share).

- 28.3.2 The purchase price per share for shares which are the subject of Events of Default lettered (i) and (j) shall be calculated and determined in accordance with the Formula
- 28.4 If, following an Event of Default, any shares remain unpurchased after having been offered, in accordance with Article 26 to the members who are not in default, the defaulting member and his Associates holding shares shall offer such shares to the Company to be bought back by the Company at the applicable purchase price as determined in accordance with either Article 28.3.1 or Article 28.3.2. The Company shall have 21 days from the date of receipt of the offer from the defaulting member and his Associates (the "Offer Date") to complete a buy back of such shares. If the Company has insufficient reserves to be able to lawfully effect a buyback of such shares or if the Company chooses not to effect a buyback of such shares for any other reason, the Company shall give notice in writing of its decision within 21 days of the Offer Date and thereafter the defaulting member and his Associates shall be free to sell such shares to any person (not being a member) pursuant to and in accordance with Article 26(f) of the Articles

## **RESTRICTIONS**

- 29.1 No person whilst they remain a member of the Company (or are beneficially interested in shares in the Company) and for a period of twelve months from the date of their cessation either as a member of the Company or their beneficial interest in shares in the Company (the "Cessation Date"), shall whether by himself, through his employees or agents or otherwise howsoever and whether on his own behalf or on behalf of any person, firm, company or other organisation, directly or indirectly, carry on or be engaged in the United Kingdom in any business which would compete with the business of the Company as carried on as at the Cessation Date
- 29.2 No person, whilst they remain a member of the Company (or are beneficially interested in shares in the Company) and for a period of five years from the date of their cessation either as a member of the Company or their beneficial interest in shares in the Company, shall without the prior written consent of Mr McAteer resell or agree to resell (either in whole or in part) to any third party any technology and/or software which has been specifically developed (whether by that member or otherwise) for the benefit of the Company

## **REGISTRATION OF SHARES**

- 30.1 The registration of transfers of shares or of transfers of any class of shares may be suspended at such times and for such periods (not exceeding thirty days in any year) as the Directors may determine.
- 30.2 No fee shall be charged for the registration of any instrument of transfer or other document relating to or affecting the title to any share.

- 30.3 The Company shall be entitled to retain any instrument of transfer which is registered, but any instrument of transfer which the Directors refuse to register shall be returned to the person lodging it when notice of the refusal is given.

## **ALTERATION OF SHARE CAPITAL**

- 31 The Company may by ordinary resolution:-
- (a) increase its share capital by new shares of such amount as the resolution prescribes,
  - (b) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
  - (c) subject to the provisions of the Act, sub-divide its shares, or any of them, into shares of smaller amount and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have preference or advantage as compared with the others, and
  - (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled
32. Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Directors may, on behalf of those members, sell the shares representing the fractions for the best price reasonably obtainable to any person (including subject to the provisions of the Act the Company) and distribute the net proceeds of sale in due proportion among those members, and the Directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale
- 33 Subject to the provisions of the Act, the Company may by special resolution reduce its share capital, any capital redemption reserve and any share premium account in any way.

## **PURCHASE OF OWN SHARES**

- 34 Subject to the provisions of the Act, the Company may purchase its own shares (including any redeemable shares) and, if it is a private company, make a payment in respect of the redemption or purchase of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

## **GENERAL MEETINGS**

- 35 The Directors may call general meetings and, on the requisition of members pursuant to the provisions of the Act, shall forthwith proceed to convene a general meeting in accordance with the provisions of the Act.
36. If there are not within the United Kingdom sufficient Directors to call a general meeting, any Director or any member of the Company may call a general meeting.

#### **NOTICE OF GENERAL MEETINGS**

- 37 General meetings shall be called by at least fourteen clear days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote being a majority together holding not less than **ninety per cent** in nominal value of the shares giving that right.
- 38 The notice shall specify the time and place of the meeting and the general nature of the business to be transacted
39. Subject to the provisions of the Articles and to any restrictions imposed on any shares the notice shall 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.
- 40 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting

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

- 41 No business shall be transacted at any meeting unless a quorum is present
- 42 Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum, unless the Company has only one member in which case the quorum shall be one person present in person or by duly appointed proxy or representative
- 43 If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine
- 44 The Chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act he shall be chairman

- 45 If no Director is willing to act as chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be chairman
- 46 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company
- 47 The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice
- 48 A resolution put to the vote of a meeting shall be decided on a show of hands unless before, or on the declaration of the result of, the show of hands a poll is duly demanded. Subject to the provisions of the Act, a poll may be demanded -
- (i) by the chairman, or
  - (ii) by at least two members having the right to vote at the meeting, or
  - (iii) by a member or members representing not less than one tenth of the total voting rights of all the members having the right to vote at the meeting, or
  - (iv) by a member or members holding shares conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one tenth of the total sum paid up on all the shares conferring that right,
  - (v) and a demand by a person as proxy for a member shall be the same as a demand by the member
49. Unless a poll is duly demanded a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution
50. The demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made



51. A poll shall be taken as the chairman directs and he may appoint scrutineers (who need not be members) and fix a time and a place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
52. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall be entitled to a second or casting vote in addition to any other vote he may have.
53. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded.
54. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
55. No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is to be demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

## **VOTES OF MEMBERS**

56. Subject to any rights or restrictions attached to any shares as the same are set out in these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder.
57. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register of members.
58. A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, curator bonis or other person authorised in that behalf appointed by that court, and any such receiver, curator bonis or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than forty eight hours before

the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable

- 59 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all moneys presently payable by him in respect of that share have been paid
- 60 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting shall be valid Any objection made in due time shall be referred to the chairman whose decision shall be final and conclusive
- 61 On a poll votes may be given either personally or by proxy A member may appoint more than one proxy to attend on the same occasion
62. The appointment of a proxy shall be executed by or on behalf of the appointer and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

[ ] PLC/Limited

I/we, [ ], of [ ], being a member/members of the above named Company, hereby appoint [ ] of [ ], as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Company to be held on [ ] [ ], and at any adjournment thereof.

Signed on [ ] "

- 63 Where it is desired to afford members an opportunity of instructing the proxy how he shall act the appointment of a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve) -

"I[ ] PLC/Limited

I/we, [ ], of [ ] being a member/members of the above named Company, hereby appoint [ ], of [ ] or failing him, [ ], as my/our proxy to vote in my/our name(s) and on my/our behalf at the general meeting of the Company to be held on [ ] [ ], and at any adjournment thereof.

This form is to be used in respect of the resolutions mentioned below as follows:-

Resolution No. 1 \*for \*against

Resolution No 2 \*for \*against

etcetera

\* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting

Signed on [ ] "

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The appointment of a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may -

(i) in the case of an instrument in writing be deposited at the Office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument or proxy sent out by the Company in relation to the meeting not less than forty eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(I) in the case of an appointment contained in an electronic communication, where an address has been specified for the purpose of receiving electronic communications -

(a) in the notice convening the meeting, or

(b) in any instrument of proxy sent out by the Company in relation to the meeting, or

(c) in any invitation contained in an electronic communication to appoint a proxy issued by the Company in relation to the meeting

be received at such address not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the appointment proposes to vote,

(ii) in the case of a poll taken more than forty eight hours after it is demanded, be deposited or received as aforesaid after the poll has been demanded and not less than twenty four hours before the time appointed for the taking of the poll, or

(iii) where the poll is not taken forthwith but is taken not more than forty eight hours after it was demanded, be delivered at the meeting at which the poll was demanded to the chairman or to the secretary or to any Director;

and an appointment of proxy which is not deposited, delivered or received in a manner so permitted shall be invalid. In this regulation and the next, "address" in relation to electronic communications, includes any number or address used for the purposes of such communications.

- 65 A vote given or poll demanded by proxy or by the duly authorised representative of a corporation shall be valid notwithstanding the previous determination of the authority of the person voting or demanding a poll unless notice of the determination was received by the Company at the office or at such other place at which the instrument of proxy was duly deposited or, where the appointment of the proxy was contained in an electronic communication, at the address at which such appointment was duly received before the commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll

#### **NUMBER OF DIRECTORS**

- 66 The maximum and minimum number respectively of the Directors may be determined from time to time by ordinary resolution in general meeting of the Company Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by the Articles expressed to be vested in the Directors generally and regulation 89 will be modified and construed accordingly.

#### **ALTERNATE DIRECTORS**

- 67 Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him
- 68 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointer is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointer as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate Director. But it shall not be necessary to give notice of such a meeting to an alternate Director who is absent from the United Kingdom.
69. An alternate Director shall cease to be an alternate Director if his appointer ceases to be a Director; but, if a Director retires and is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 70 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

- 71 Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him
- 72 A Director, or any such other person as is mentioned in regulation 67 may act as an alternate Director to represent more than one Director and an alternate Director shall be entitled in the absence of his appointer(s) at any meeting of the Directors, or of any committee of the Directors to one vote for the Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present

### **POWERS OF DIRECTORS AND THE COMPANY**

- 73 Subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution, the business of the Company shall be managed by the Directors whom may exercise all the powers of the Company No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors
- 74 (a) The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers
- (b) The Company may, by power of attorney granted by it, appoint any person to be the attorney of the Company with full power to act for and on behalf of the Company for such purposes and on such conditions as the Directors may determine, including without prejudice to the foregoing generality, authority for the attorney on his own or otherwise, to execute all or any formal documents or others for and on its behalf, and for the attorney to delegate all or any of his powers

### **DELEGATION OF DIRECTORS' POWERS**

- 75 The Directors may delegate any of their powers to any committee consisting of one or more Directors They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered Subject to any such conditions, the proceedings of a committee with two or more members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying

### **APPOINTMENT AND RETIREMENT OF DIRECTORS**

76. The Directors shall not be required to retire by rotation.
77. (a) No person shall be appointed a Director at any general meeting unless -
- (i) he is recommended by the Directors, or
  - (ii) not less than fourteen nor more than thirty five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed be required to be included in the Company's register of Directors together with notice executed by that person of his willingness to be appointed
- (b) Not less than seven nor more than twenty eight clear days before the date appointed for holding a general meeting notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the Directors for appointment as a Director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a Director. The notice shall give the particulars of that person which would, if he were so appointed, be required to be included in the Company's register of Directors
78. 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
79. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with the Articles as the maximum number of Directors
80. In any case where as a result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representatives of such deceased member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to regulation 78 of these Articles

## **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

81. The office of a Director shall be vacated if -
- (i) 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
  - (ii) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or

- (iii) he is, or may be, suffering from mental disorder and either -
  - (a) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
  - (b) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- (iv) he resigns his office by notice to the Company, or
- (v) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated, or
- (vi) he becomes incapable by reason of illness or injury of managing and administering his property and affairs.

## **REMUNERATION OF DIRECTORS**

- 82 The Directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise the remuneration shall be deemed to accrue from day to day

## **DIRECTORS' EXPENSES**

- 83 The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties

## **DIRECTORS' APPOINTMENTS AND INTERESTS**

84. Subject to the provisions of the Act, the Directors may appoint one or more of their number to the office of managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director Any such appointment, agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without

prejudice to any claim to damages for breach of the contract of service between the Director and the Company

85 Subject to the provisions of the Act, and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a Director notwithstanding his office -

- (a) may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested;
- (b) may be a Director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested, and
- (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit

86. For the purposes of regulation 85 -

- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed that the Director has an interest in any such transaction of the nature and extent so specified; and
- (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his

## **DIRECTORS' GRATUITIES AND PENSIONS**

87 The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

## **PROCEEDINGS OF DIRECTORS**



- 88 1 Subject to the provisions of the Articles the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
- 88 2 Any Director or his alternate may validly participate in a meeting of the Board or a committee of the Board through the medium of conference telephone or video conference facility or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. Minutes recording the resolutions passed or decisions made at such a meeting shall be made and circulated in the same way as if all those participating in the meeting had been physically present in the same place. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such a manner by the Board or a committee of the Board shall for the purposes of the Articles be deemed to be validly and effectively transacted at a meeting of the Board or a committee notwithstanding that fewer than two Directors or alternate Directors are physically present at the same place. 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 is.
- 89 The quorum for the transaction of the business of the Directors may be fixed by the Directors and unless so fixed at any other number (subject to the provisions of regulation 66 for a sole Director) shall be two.
- 90 The continuing Directors or a sole continuing Director may act notwithstanding any vacancies in their number, but, if the number of the Directors is less than the number fixed as the quorum, the continuing Directors or Director may act only for the purpose of filling vacancies or of calling a general meeting.
- 91 The Directors may appoint one of their number to be the chairman of the board of Directors and may at any time remove him from that office. Unless he is unwilling to do so, the Director appointed shall preside at every meeting of Directors at which he is present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is not present within five minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be chairman of the meeting.
92. All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated the office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

93. A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointer and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity
94. A Director may vote, at any meeting of Directors or of any committee of Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
95. If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the chairman of the meeting and his ruling in relation to any Director other than himself shall be final and conclusive

## **SECRETARY**

96. Subject to the provisions of the Act, the secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them.

## **MINUTES**

97. The Directors shall cause minutes to be made in books kept for the purpose -
- (i) of all appointments of officers made by the Directors, and
  - (ii) of all proceedings at meetings of the Company, of the holders of any class of shares in the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meetings

## **DIVIDENDS**

98. Subject to the provisions of the Act, the Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors
99. Subject to the provisions of the Act, the Directors may pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to

dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. Provided the Directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

100. Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
101. A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
102. Any dividend or other moneys payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other moneys payable in respect of the share.
103. No dividend or other moneys payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
104. Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

## ACCOUNTS

105. No member shall (as such) have any right of inspecting any accounting records or other book or document of the Company except as conferred by statute or authorised by the Directors or by ordinary resolution of the Company.

## **CAPITALISATION OF PROFITS**

106      The Directors may with the authority of an ordinary resolution of the Company:-

- (i)      subject as hereinafter provided, resolve to capitalise any undivided profits of the Company not required for paying any preferential dividend (whether or not they are available for distribution) or any sum standing to the credit of the Company's share premium account or capital redemption reserve,
- (ii)     appropriate the sum resolved to be capitalised to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions and apply such sum on their behalf either in towards paying up the amounts, if any, for the time being unpaid on any shares held by them respectively, or in paying in full unissued shares or debentures of the Company of a nominal amount equal to that sum, and allot the shares or debentures credited as fully paid to those members, or as they may direct in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve, and any profits which are not available for distribution may, for the purposes of this regulation, only be applied in paying up unissued shares to be allotted to members credited as fully paid;
- (iii)    make such provision by the issue of fractional certificates or by payment in cash or otherwise as they determine in the case of shares or debentures becoming distributable under this regulation in fractions, and
- (iv)    authorise any person to enter on behalf of all the members concerned into an agreement with the Company providing for the allotment to them respectively, credited as fully paid, of any shares or debenture to which they are entitled upon such capitalisation, any agreement made under such authority being binding on all such members

## **NOTICES**

107      Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the directors) shall be in writing or shall be given using electronic communications to and address for the time being notified for that purpose to the person giving the notice.

In this regulation, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

108.      The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address

for the time being notified to the Company by the member. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him, or an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company. In this regulation and the next, "address", in relation to electronic communications, includes any number or address used for the purposes of such communications

109. A member present, either in person or by proxy, at any meeting of the Company or of the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.
110. Every person who becomes entitled to a share shall be bound by any notice in respect of that share which, before his name is entered in the register of members, has been duly given to a person from whom he derives his title
111. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be 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 shall, unless the contrary is proved, be deemed to be given at the expiration of forty eight hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent
112. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending or delivering it, in any manner authorised by the Articles for the giving of notice to a member, addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt or by any like description at the address, if any, within the United Kingdom supplied for that purpose by the persons claiming to be so entitled. Until such an address has been supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy had not occurred

## **WINDING UP**

113. If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the

benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

## **INDEMNITY**

- 114 Subject to the provisions of the Act, the Company may indemnify any Director, alternate Director, Secretary or other officer of the Company or of any associated company (except the Auditors) out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him in the actual or purported execution and/or discharge of his duties or exercise of his powers or otherwise in relation thereto. Any such indemnity may, at the Company's discretion continue to apply in respect of such costs, charges, losses, damages and liabilities after the relevant person has ceased to be a Director, alternate Director, Secretary or other officer of the Company. The Company may also provide a Director with funds to meet expenditure incurred or to be incurred by him in defending criminal or civil proceedings or in connection with an application, as provided in the Act.