

ARTICLES OF ASSOCIATION

of

OCEAN SIGNAL LIMITED

(as amended by special resolution on 14th December 2010)

1 Adoption of Table A

In these Articles "Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended prior to the date of adoption of these Articles. The regulations contained in Table A shall, except where they are excluded or modified by these Articles, apply to the company and, together with these Articles, shall constitute the Articles of the company. No other regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the company.

2 Interpretation

2.1 In these Articles, where the context so admits, the following words and expressions shall have the following meanings:

"Act"	the Companies Act 1985 (as amended),
"Bad Leaver"	a Leaver other than a Good Leaver,
"Board"	means the board of directors of the Company from time to time,
"Business"	the business of the company from time to time,
"Business Day"	a day (other than a Saturday or Sunday) on which banks are generally open for business in London,
"Disposal"	shall include, without limitation (i) sale, assignment or transfer, (ii) creating or permitting to subsist any Encumbrance, (iii) any agreement, arrangement or understanding in respect of votes or the right to receive dividends, (iv) the renunciation or assignment of any right to receive a share or any legal or beneficial interest in a share,



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- (iv) any agreement to do any of the above, except an agreement to transfer shares which is conditional on compliance with these Articles

and "Dispose" and other cognate expressions shall be construed accordingly,

"Encumbrance" includes any mortgage, charge, pledge, hypothecation, lien, assignment by way of security, title retention, option, right to acquire, right of pre-emption, trust arrangement or other security, preferential right, equity or restriction,

"Good Leaver" means any person who becomes a Leaver either by reason of redundancy or who is so designated by a majority decision of the Shareholders,

"Leaver" a member who dies, is adjudicated bankrupt or, being an employee of the Company, ceases to be employed by the Company

"Ordinary Shares" the ordinary shares of £1 00 each in the share capital of the Company,

"Preference Shares" means the 24 per cent cumulative, non-convertible preference shares of £1 00 each in the share capital of Company,

"Relevant Agreement" means any agreement relating (in whole or in part) to the management and /or affairs of the Company which is binding from time to time on the members and which (expressly or by implication) supplements and / or prevails over any provisions of these Articles

2 2 Words and expressions which bear particular meanings in Table A shall, unless otherwise defined in these Articles, bear the same meanings in these Articles

2 3 Headings are for convenience only and shall not affect interpretation

2 4 A corporate member represented at a general meeting by a duly authorised representative shall be deemed to be present in person

2 5 If, and for so long as, the Company has only one (1) member, these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to the company

3 **Authorised Share Capital**

3 1 The authorised share capital of the Company at the date of adoption of these Articles is £800,000 divided into

3 1 1 500,000 Ordinary Shares, and

3 1 2 300,000 Preference Shares

3 2 The Preference Shares shall

3 2 1 be non-convertible in all circumstances,

3 2 2 not carry any voting rights, and

3 2 3 rank in priority to Ordinary Shares on a return of capital or on a winding up,

4 **Issue of Shares**

4 1 If the Company wishes to allot and issue any unissued securities, whether to a third party or otherwise, such unissued securities ("**Issue Shares**") shall first be offered to the members in proportion as nearly as may be to their existing holdings of that class of share. Every such offer shall be made by the Board providing written notice (an "**Offer**") to each of the members which shall specify

4 1 1 the number of Issue Shares being offered to each member,

4 1 2 the price of each Issue Share,

4 1 3 the anticipated date for completion and issue of the Issue Shares,

4 1 4 the time (being not less than twenty one (21) Business Days) within which the offer, if not accepted, will be deemed to have been declined (the "**Offer Deadline**"), and

4 1 5 the identity of the third parties (if any) to whom, at the date of the Offer, the Company intends to issue the Issue Shares in the event that they are not taken up by members

4 2 Any member wishing to accept the Issue Shares offered to it in accordance with Article 4 1 shall by the Offer Deadline give written notice to the Board of its intention and specify the number of Issue Shares applied for. Subject to the fulfilment of any conditions, all acceptances shall be irrevocable

4 3 Any Issue Shares offered but not accepted shall next be offered in proportion as nearly as may be to their existing holdings of shares to any member(s) having accepted all Issue Shares already offered to them on the same terms as the initial Offer (also an "**Offer**") permitting such member(s) not less than five (5) Business Days, after which, in the absence of any written acceptance in accordance with Article 4 2 above, such further Offer shall be deemed to have been declined

4 4 Any Issue Shares offered but not accepted in accordance with Article 4 3 shall next be offered in proportion as nearly as may be to any members holding other classes of shares in proportion as nearly as may be to their existing holding of such other class of shares on the same terms as the initial Offer (also an "**Offer**") permitting such member(s) not less than five (5) Business Days, after which, in the absence of any written acceptance in accordance with Article 4 2 above, such further Offer shall be deemed to have been declined

4 5 The Board shall be bound, upon receipt of an acceptance from a member in respect of all or any of the Issue Shares offered to it to complete the allotment and issue of such Issue Shares upon the terms of the relevant Offer as soon as reasonably practicable

4 6 The Board may, subject to Article 4 7 below, allot and issue any Issue Shares which are not taken up by the members to the third party, specified in the relevant Offer notice (or, where the Offer does not stipulate any third party to any third party)

4 7 No Issue Shares may be issued to any third party on terms more favourable than those set out in the relevant Offer

5 **Initial Authority to Issue Relevant Securities**

Subject to the provisions of these Articles, the Board are unconditionally authorised to exercise all powers of the Company to allot relevant securities. The maximum nominal amount of relevant securities that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of these Articles or such other amount as may from time to time be authorised by the Company in general meeting. The authority conferred on the directors by this Article shall remain in force for a period of five (5) years from the date of adoption of this Article but may be revoked, varied or renewed from time to time by the Company in general meeting in accordance with the Act

6 **Exclusion of Rights to Offers on a Pre-emptive Basis**

Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security

7 **Fully Paid Shares**

No share shall be issued partly paid. Regulations 8 to 22 (inclusive) of Table A shall not apply

8 **Restriction on Dealing with Shares**

8 1 No Disposal of any legal or beneficial interest in a share may be made other than in accordance with Articles 9 and 10

8 2 Where a member who is employed by the Company leaves the employment of the Company either on grounds of ill health or because he has reached or exceeded the retirement age such member shall at his option be entitled to retain [all (but not part) of] his shares in the Company. Shares which are so retained shall continue to have all the rights with which they were originally issued. Such member shall communicate his decision to the Board in writing by no later than the date upon which his employment with the Company is due to terminate. For the avoidance of doubt in the event that such member chooses not to retain his shares he will be a Bad Leaver

8 3 For the purposes of Article 8 2 "retirement age" shall mean the age of 63 and ill health of a member must be verified in writing by such member's GP and by an independent doctor appointed by the Board for such purpose

8 4 Where a member's employment with the Company is terminated on grounds of redundancy such member shall at his option be entitled to retain [all (but not part of)] his shares in the Company but such shares (if retained) shall on the date of the termination of his employment cease to carry the right to vote on any resolution put to the members. A member shall communicate his decision to the Board in writing by no later than the date upon which his employment with the Company is due to terminate. For the avoidance of doubt if such member chooses not to retain his shares he will be a Good Leaver. In the event that a member who was made redundant is re-employed by the Company any shares retained by such member shall carry a right to vote with effect from the date of such member's re-employment

9 **Tag and Drag Along Provisions**

9 1 If at any time any of the members (the "**Proposed Sellers**") propose to sell any of the shares (the "**Proposed Sale Shares**") to any person or connected persons as part of one or a series of related transactions (the "**Proposed Buyer**") in connection with the sale of the entire issued share capital of the Company the Proposed Sellers may only sell the Proposed Sale Shares if they comply with the provisions of this Article 9

9 2 The Proposed Sellers shall give written notice (the "**Proposed Sale Notice**") to all the other members of such intended sale at least twenty (20) Business Days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the Proposed Buyer, the purchase price and other terms and conditions of payment, the proposed date of sale (the "**Proposed Sale Date**") and the number of shares proposed to be purchased by the Proposed Buyer

9 3 The other members shall be entitled, by written notice, given to the Proposed Sellers within fifteen (15) Business Days of receipt of the Proposed Sale Notice to sell all of their shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice

9 4 If the other members are not given the opportunity to sell the shares held by them on the same terms and conditions pursuant to the provisions of this Article 9, the Proposed Seller shall not be permitted to complete the sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect

9 5 If any member or members representing more than 50% of the voting rights wish to Dispose of the entire legal and beneficial ownership of all of his or their shares to any person other than to another member and that transfer would result in the transferee and any person connected with him/it ("**Proposed Transferee**") holding a beneficial interest in shares then representing more than 50 per cent of the voting rights attaching to the then issued share capital of the Company, then such member or members shall be entitled to give written notice of such intended Disposal at least twenty (20) Business Days prior to the date thereof to the other members ("**Drag Notice**"). Such Drag Notice shall be accompanied by an irrevocable offer by the Proposed Transferee to acquire all of the shares held by the other members at the same consideration per share. Each such other member, shall, upon receipt of a Drag Notice, cease to be entitled to Dispose of any of its holding of shares other than to the Proposed Transferee described in the Drag Notice and shall be required to sell such shares to the Proposed Transferee on the terms set out in the Drag Notice within twenty (20) Business Days of receipt thereof. If any member fails to Dispose of his shares in accordance with the terms of this Article 9 5, then the Board or the company secretary acting on instructions from the Board shall be entitled to execute all such documents as are required to effect such Disposal and, against receipt on trust for such shareholder of the consideration payable therefor, deliver such documents to the Proposed Transferee

10 **Compulsory Transfers**

10 1 Each of the following shall be an event of default ("**Event of Default**") in relation to a member

10 1 1 that member is in material or persistent breach of any of the provisions of a Relevant Agreement and such breach has not, if capable of remedy, been remedied to the reasonable satisfaction of the Board within thirty (30) days of receipt by the member in breach of such notice from the Board signed by a director or the company secretary requiring such remedy,

- 10 1 2 if the Board have reasonably requested information and/or evidence from any member to enable them to determine whether any of the above circumstances apply to that member, such information or evidence not being provided to the reasonable satisfaction of the Board within fourteen (14) days after the request is received, or
- 10 1 3 that member is a Leaver unless the provisions of Article 8 2 or 8 4 apply
- 10 2 If an Event of Default occurs under Article 10 1 in relation to any member (a **"Defaulting Shareholder"**) he shall subject to the provisions of this Article 10 be required to transfer his shares in the Company (**"the Sale Shares"**) and shall on the happening of an Event of Default be deemed to have served a notice (a **"Transfer Notice"**) on the Board. The Board shall serve notice on all the members (including the Defaulting Shareholder) notifying them of the Transfer Notice within 14 days of the occurrence of the Event of Default or (if later) the date on which the Board (as a whole) actually become aware of the Event of Default. The Transfer Notice shall constitute the Board as the agent of the Defaulting Shareholder empowered to sell the Sale Shares at a price to be determined in accordance with the provisions of Article 10 3
- 10 3 The price of Sale Shares (**"the Sale Price"**) shall be determined within 21 days of the services or deemed service of a Transfer Notice pursuant to Article 10 2 above by the Company's auditors (**"the Auditors"**) who shall act as experts and not as arbitrators and their written determination shall be final and binding upon the members. The Auditors shall certify the market value of the Sale Shares which shall be discounted by reference to the fact that they constitute a minority holding only in the case of a Bad Leaver. The Board will use its best endeavours to procure that the Auditors determine the Sale Price within 21 days of being requested so to do
- 10 4 The date of determination of the Sale Price (**"the Determination Date"**) shall be the date on which the Board receive the Auditor's determination of the Sale Price in writing
- 10 5 The Sale Shares shall in the first instance be offered for purchase by the Company at the Sale Price. The Board shall within 28 days of the Determination Date (**"the Relevant Period"**) determine whether it is able and willing to purchase the Sale Shares
- 10 6 Within 7 days of the end of the Relevant Period the Board shall advise the members in writing of its decision concerning the purchase of the Sale Shares. To the extent that the Company is unable or unwilling to purchase any or all of the Sale Shares, such Sale Shares as shall remain unsold (**"the Unsold Shares"**) shall be offered by the Board to the members (other than the Defaulting Shareholder) in proportion to the number of shares held by them respectively. Every such offer shall be made in writing and shall specify the number of shares offered to the member (**"Pro-Rata Entitlement"**) and a period (being not less than 14 days nor more than 21 days) within which the offer must be accepted or lapse and shall be accompanied by a form of application for use by the member in applying for his Pro-Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase
- 10 7 Upon the expiry of the offer period referred to in Article 10 6 above, the Board shall allocate the Unsold Shares in the following manner -
- (a) to each member who has agreed to purchase shares, his Pro Rata Entitlement or such lesser number of Unsold Shares for which he may have applied,
 - (b) if any member has applied for less than his Pro-Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares then held by them respectively (but without allocating to any member a greater number of Unsold Shares than the maximum number applied for by

him) and any remaining excess shall be apportioned by applying this paragraph (b) without taking account of any member whose application has already been satisfied in full

10 8 If by the foregoing procedure the Board shall receive acceptances in respect of none or part only of the Unsold Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Defaulting Shareholder and the Defaulting Shareholder shall thereupon become bound -

- (a) to transfer to each purchaser (if any) those Unsold Shares accepted by him ,
- (b) to retain such of the Unsold Shares ("hereinafter called "the Remaining Shares") as shall not have been purchased utilising the above procedure In such circumstances the Retained Shares will immediately cease to carry the right to vote on any resolution put to the members ("Disenfranchisement") For the avoidance of doubt, any shares subject to Disenfranchisement in accordance with this Article 10 8 shall continue to enjoy all rights to dividends and other distributions or returns of capital

10 9 For the purpose of this Article 10, references to the Board shall exclude the Defaulting Shareholder if he is a director

11 **Transfer of Shares**

Any transfer of shares made in accordance with these Articles shall be registered promptly The Board shall decline to register any transfer of shares which is not made in accordance with these Articles Regulations 26 and 29 to 31 (inclusive) of Table A shall not apply

12 **Calling General Meetings**

The directors may, and on the requisition of members holding in aggregate not less than one tenth of the paid up share capital of the Company the directors shall, call a general meeting Regulation 37 of Table A shall be modified accordingly

13 **Quorum at General Meetings**

13 1 Except when the Company has only one (1) member, a quorum at any general meeting shall consist of two members in person (which shall include, for the purpose of this Article 13, representation by an attorney or corporate representative) or by proxy

13 2 If, and for so long as, the Company has only one (1) member, that member present in person or by proxy shall be a quorum at any general meeting of the Company or of the holders of any class of shares

13 3 If a quorum is not present within half an hour (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting, or if during a general meeting 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 to such other time and place as the chairman of the meeting may determine The adjourned meeting shall be quorate if at least members holding greater than 50% of the issued Ordinary Shares are present in person or by proxy

13 4 Regulation 40 of Table A shall be modified accordingly Regulation 41 of Table A shall not apply

14 **Polls**

14 1 A resolution put to the vote of a meeting shall be decided on a poll Regulations 46, 47, 48 and 49 of Table A shall not apply

14 2 Regulations 51 and 52 of Table A shall not apply to the Company

15 **Votes of Members**

15 1 The chairman shall be entitled to a casting vote in the case of an equality of votes in any circumstances in addition to any other vote that he may have Regulation 50 of Table A shall not apply

15 2 On a poll every member shall have one (1) vote for every share of which he is the holder and a proxy shall have one (1) vote for each share held by the member for whom he is acting as proxy, in addition to his own votes if he is a member provided that any resolution to approve any matter listed in Schedule 1 to these Articles shall require the prior written approval of members holding not less than 75 % of the issued Ordinary Shares

15 3 Regulations 54, 56, 57 and 58 of Table A shall not apply

16 **Proxies**

16 1 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointer and in any common form or in such other form as the Board may approve and shall be deemed to include authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates Regulations 60 and 61 of Table A shall not apply

16 2 The instrument appointing a proxy and any authority under which it is executed or a copy of the authority, certified by a notary or in some other manner approved by the Board may be delivered

16 2 1 to the office not less than forty eight (48) hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act, or

16 2 2 at that meeting,

and an instrument of proxy which is not so delivered shall be invalid A faxed or other machine made copy of an instrument appointing a proxy shall be treated as such an instrument for the purpose of this Article provided that it is received in a complete and legible form Regulation 62 of Table A shall not apply

17 **Participation at General Meetings**

Any one (1) or more members may participate in and vote at general meetings by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other Any member so participating in a meeting shall be deemed to be present in person and shall count towards the quorum 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

18 **Appointment and Removal of Directors**

18 1 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

18 2 Regulations 73 to 79 inclusive and 81(e) of Table A and references in Table A to retirement by rotation shall not apply

19 **Alternate Directors**

19 1 Any director shall be entitled, by notice in writing to the Company , to appoint, any person as an alternate director to attend, speak and vote on behalf of that director at any one or more meetings of the directors Regulations 65 and 68 and the last sentence of regulation 66 of Table A shall not apply

20 **No Age Limit or Share Qualification**

No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age No shareholding qualification for directors shall be required

21 **Remuneration of Directors**

Regulations 82 and 87 of Table A shall not apply

22 **Convening Directors' Meetings**

22 1 A director may and the secretary of the Company at the request of a director or member shall, call a meeting of the directors The directors shall hold meetings at least once every six months

22 2 Wherever practicable, at least five (5) Business Days' notice of each meeting of the directors shall be given to each director entitled to attend and the notice shall be accompanied by an agenda and a board paper setting out in such reasonable detail as may be practicable in the circumstances the subject matter of the meeting If a director considers that he requires a longer period of notice of a meeting of the directors he shall be entitled, by delivering a notice to the other directors not later than two (2) Business Days after receiving the first notice of the meeting, to postpone the meeting to a date falling not more than five (5) Business Days after expiry of that first notice Breach of this Article 22 2 shall not affect the validity of any meeting of the directors which has otherwise been validly convened

22 3 Notice of a meeting of the directors shall be given to all directors including any director who is for the time being absent from the United Kingdom A director may waive notice of any meeting either prospectively or retrospectively Regulation 88 of Table A shall be modified accordingly

23 **Quorum at Directors' Meetings**

23 1 No business shall be transacted at any meeting of the directors unless a quorum is present There shall be no quorum at any directors' meeting unless two thirds by number of the directors holding office at any one time are present or represented by an alternate Regulation 89 of Table A shall not apply

23 2 If a quorum is not present at a meeting of the directors at the time when any business is considered any director may require that the meeting be reconvened At least three (3) Business Days' notice of the reconvened meeting will be given

24 **Voting at Directors' Meetings**

Resolutions of the directors shall be decided by majority of the votes cast and each director shall have one (1) vote. An alternate director shall have one (1) vote for each director for whom he is acting as alternate. In the case of an equality of votes, the chairman of the meeting shall have a casting vote. Regulation 88 of Table A shall be modified accordingly.

25 **Directors' Interests**

A director present or represented by an alternate shall be counted in the quorum and be entitled to vote at a meeting of directors on any resolution concerning a matter in which he has, directly or indirectly, a material interest or duty. Regulations 94 to 98 (inclusive) of Table A shall not apply.

26 **Participation at Directors' Meetings**

Any one (1) or more directors may participate in and vote at directors' meetings by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. Any director so participating in a meeting shall be deemed to be present in person and shall count towards the quorum. 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.

27 **Written Resolutions of Directors**

A resolution in writing signed by all the directors shall be as valid and effective for all purposes as a resolution passed by the directors at a meeting duly convened, held and constituted. The resolution may be contained in one (1) document or in several documents in like form each executed by one (1) or more of the directors. 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. Regulation 93 of Table A shall not apply.

28 **Official Seal**

The Company may exercise all the powers conferred by the Act with regard to having any official seal for use abroad and such powers shall be vested in the Board. Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the directors may from time to time determine.

29 **Accounts**

Regulation 109 of Table A shall not apply.

30 **Notices**

30 1 Any notice to be given to or by any person pursuant to these Articles shall only be effective if it is in writing. Regulation 111 of Table A shall not apply.

30 2 Any notice may be validly served on or delivered to any person under these Articles

30 2 1 personally, or

30 2 2 by leaving it for, or sending it by post (first class if inland and airmail if overseas) addressed to, a member at his registered address or, if an individual member, to an address provided by the member for this purpose, the Company at its

registered office or a director at an address provided by the director for this purpose, or

30 2 3 by e-mail to an e-mail address provided by the member or director for this purpose, or

30 2 4 by any other means authorised in writing by the member, Company or director

30 3 In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders Regulations 112 and 116 of Table A shall not apply

30 4 A member or director present in person or by proxy or alternate at any meeting of the Company or at any meeting of directors shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called Regulation 113 of Table A shall not apply

31 **Time of Service**

31 1 Any notice given under these Articles shall, unless earlier receipt is proved and subject to Article 30 2, be deemed to have been duly given as follows

31 1 1 if delivered personally or left at an address in accordance with Article 30 2 2, on delivery,

31 1 2 if sent by first class inland post, at 9 30 am on the second Business Day after the date of posting,

31 1 3 if sent by airmail at 9 30 am on the fifth Business Day after the date of posting, or

31 1 4 if sent by e-mail at the time a valid read receipt is received by the sender

31 2 Any notice given under these Articles on a day which is not a Business Day or at a time after 5 30 pm on a Business Day shall be deemed to be given at 9 30 am on the next Business Day

31 3 Regulation 115 of Table A shall not apply

32 **Protection from Liability**

32 1 For the purposes of this Article a "**Liability**" is any liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "**Associated Company**" shall bear the meaning referred to in section 309A(6) of the Act Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply

32 1 1 the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the company and any officer of the company (not being a director or auditor of the company), insurance against any Liability, and

32 1 2 every director or auditor of the company and every officer of the company (not being a director or auditor of the company) shall be indemnified out of the assets of the company against any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or

in connection with any application in which relief is granted to him by the court from
any Liability

32 2 Regulation 118 shall not apply to the Company