



## CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 80917

I hereby certify that

**FLEXIGAGE LIMITED**

is this day incorporated under the Companies Acts 1948 to 1981 as a private company and that the Company is limited.

Given under my hand at Edinburgh the 18 November 1982

*A. P. Fair*  
Registrar of Companies

# Declaration of compliance with the requirements on application for registration of a company

412

**Company number**

80917

FLEXIGAGE LIMITED

I, EDWIN RONALD NORTH  
of BARRS OF CLOAK  
LOCHWINNOCH PA12 4LB  
RENFREWSHIRE

do solemnly and sincerely declare that I amt A PERSON NAMED AS DIRECTOR IN  
THE STATEMENT DELIVERED UNDER SECTION 21 OF THE COMPANIES ACT 1976  
of \* FLEXIGAGE LIMITED

Declared at GLASGOW

the fifth day of November  
One thousand nine hundred and eighty two

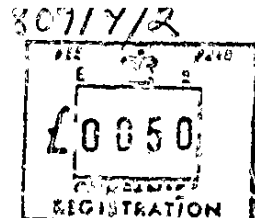
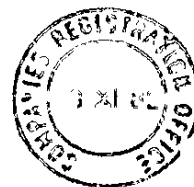
John A. Rodie NTony  
Public, bless you.

Post room

Oswalds of Edinburgh Limited  
Company Registration Agents  
24 Castle Street  
Edinburgh

For official use	
New companies section	Post room

THE COMPANIES ACTS 1948 to 1981



COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

FLEXIGAGE LIMITED

1. The name of the Company is "FLEXIGAGE LIMITED".
2. The registered office of the Company will be situate in Scotland.
3. The objects for which the Company is established are:-

(a) (i) To exploit commercially research and development of the use of electrically conducting elastomers (and other materials with physical properties offering alternative methods of measurement as aftermentioned) for the measurement of dimensional strain, pressure, rotation etc. and otherwise to develop the technology of conducting elastomers (and other materials as aforesaid) for use both in strain gauges and also for other appropriate uses.

(ii) To encourage the development of academic research and ideas concerning the uses of conductive elastomers (and related materials as in (i)) by maintaining strong links with academics and academic work and to encourage the development of these ideas and researches into commercial products.

(iii) To develop the use of strain, stress and displacement gauges in all area of medicine, biomedical science, engineering, robotics and all other aspects of science and industry.

(iv) To form and hold shares in other companies concerned with the manufacture of conducting elastomers (and other materials as in (i)) and the sale and supply of such gauges together with instrumentation for use therewith.

WV

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person including any holding company, subsidiary or fellow subsidiary company in any manner.

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the

whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest.

(n) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(o) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purporting the same.

(p) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(c) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(d) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(e) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company, and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(f) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(g) To procure the Company to be registered or recognised in any part of the world.

(h) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(i) To do all such other things as may be deemed incidents or conducive to the attainment of the Company's objects or any of them.

The words set forth in each sub-clause of this Clause shall not be restricted or construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so

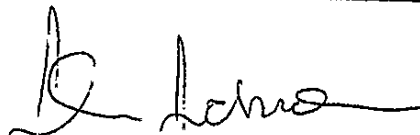
shall not be in any way limited or restricted by reference to or inference from any other object or objects set forth in any sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

4. The liability of the Members is limited.

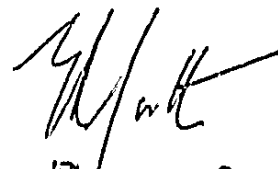
5. The share capital of the Company is £2,000,000 divided into 2,000,000 shares of £1 each.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
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X  
SS 

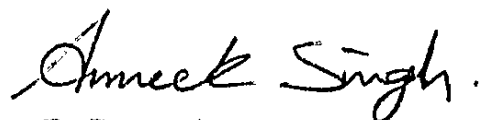
JOHN JACKSON  
PHARMACOLOGIST  
21 BROOMPARK DRIVE  
LESMAHAGOW  
LANARK

X  
EN 

EDWIN RONALD NORTH  
BARRS OF CLOAK  
LOCHWINNOCH  
Renfrewshire  
CHARTERED ENGINEER

Dated 27<sup>th</sup> October '82

Witness to the above Signatures:-



8 BIRCH KNOWE

BISHOPBRIGGS

GLASGOW

Research Assistant



THE COMPANIES ACTS 1948 to 1981

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

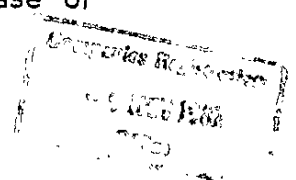
FLEXIGAGE LIMITED

PRELIMINARY

1. The Regulations contained or incorporated in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Acts 1967 to 1980 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

ALLOTMENT OF SHARES

2. After the initial allotment any shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of



shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. Subject to this Clause the Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act, 1980, to allot shares up to the amount of the share capital created on incorporation of the Company at any time or times during the period of five years from the date of incorporation. In accordance with Section 17(9) of the Companies Act 1980 Sub-sections (1), (6) and (7) of the said Section 17 shall be excluded from applying to the Company.

## SHARES

3. The lien conferred by Clause 11 in Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 11 in Table A shall be modified accordingly.

4. The power of the Directors to make calls conferred by Clause 15 in Table A shall be modified by deleting from such Clause the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call".

5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of Clause 33 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

## GENERAL MEETINGS AND RESOLUTIONS

6. Every notice convening a General Meeting shall comply with the provisions of Section 136(2) of the Companies Act 1948 as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditor for the time being of the Company.

7. Clause 54 in Table A shall be read and construed as if the words "and if at the adjourned Meeting a quorum is not present within half an hour from the time appointed for the Meeting the Meeting shall be dissolved" were added at the end.

8. Subject to the provisions of the Companies Acts 1948 to 1980, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had

been passed at a General Meeting of the Company duly convened and held. Any such resolution in writing may consist of two or more documents in like form each signed by one or more of such members and Clause 73A in Table A shall not apply to the Company.

#### APPOINTMENT OF DIRECTORS

9. (a) Clause 75 in Table A shall not apply to the Company.

(b) The number of the Directors shall be determined by Ordinary Resolution of the Company but unless and until so fixed there shall be no maximum number of Directors and the minimum number of Directors shall be one. In the event of the minimum number of Directors fixed by or pursuant to these Articles or Table A being one, a sole Director shall have authority to exercise all the powers and discretions by Table A of these Articles expressed to be vested in the Directors generally and Clause 99 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and accordingly

(i) Clauses 89, 90, 91, 92 and 94 in Table A shall not apply to the Company; and

(ii) Clause 95 in Table A shall be ended at the words "shall then be eligible for re-election" and the succeeding words shall not apply to the Company; and

(iii) Clause 97 in Table A shall be ended at the words "additional director" and the succeeding sentence shall not apply to the Company.

#### BORROWING POWERS

10. (a) The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and, subject to Section 14 of the Companies Act 1980 if applicable, to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

(b) Accordingly, Clause 79 in Table A shall not apply to the Company.

#### ALTERNATE DIRECTORS

11. (a) Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors, and, at

any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company.

(b) An alternate Director so appointed shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but shall otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

(c) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings.

(d) The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.

(e) A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Directors or any committee of the Directors to one vote for every 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

12. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Clause 84 in Table A shall be modified accordingly.

13. (a) The Directors may exercise the powers of the Company conferred by Clause 3(s) of the Memorandum and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Accordingly, Clause 87 in Table A shall not apply to the Company.

14. It shall not be necessary for Directors to sign their names in any book which may be kept for the purpose of recording attendance at meetings; and Clause 86 in Table A shall be modified accordingly.

15. Clause 88 in Table A shall be read and construed as if the words "becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs" were substituted for the words "becomes of unsound mind".

16. A resolution in writing pursuant to Clause 106 in Table A may consist of two or more documents in like form each signed by one or more of the Directors in such Clause referred to and the said Clause 106 shall be modified accordingly. The said Clause 106, modified as aforesaid, shall also apply to any resolution of a committee of Directors.

#### INDEMNITY

17. (a) Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 448 of the Companies Act 1948 or Section 36 of the Companies Act 1980, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 205 of the Companies Act 1948.

(b) Accordingly, Clause 136 in Table A shall not apply to the Company.

#### ACCOUNTS

18. The accounts and other documents to be prepared by the Directors under Clause 126 in Table A shall be prepared in accordance with Sections 150 and 157 of the Companies Act 1948 as amended by Sections 16 to 22 inclusive of the Companies Act 1967 and in accordance with Sections 1, 6 and 7 of the Companies Act 1976.

#### TRANSFER OF SHARES

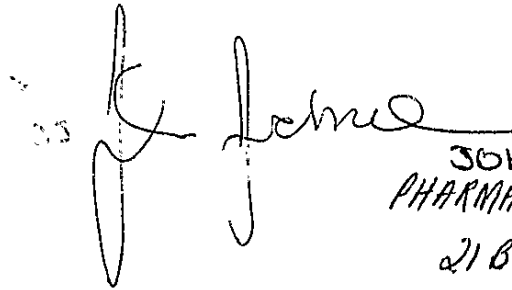
19. A transfer of a fully paid share need not be executed by or on behalf of the transferee; and Clause 22 in Table A shall be modified accordingly.

20. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share and Clause 24 in Table A shall not apply to the Company.

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Names, addresses and descriptions of Subscribers

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JOHN JACKSON  
PHARMACOLOGIST  
21 BROOMPARK DRIVE  
LESMAHAGOW  
LANARK ML11




EDWIN RONALD NORTH  
CHARTERED ENGINEER  
BARRS OF CLOAK  
LOCHWINNOCH  
PERKREWSHIRE

---

Dated 27<sup>th</sup> October '82

Witness to the above Signatures:-



RESEARCH ASSISTANT  
8 BIRCH KNOWE  
BISHOPBRIGGS  
GLASGOW G6H

## THE COMPANIES ACTS 1948 TO 1976

Statement of first directors and  
secretary and intended situation  
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not  
write in this  
binding marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of Company

Company number

80917/5

\* delete if  
inappropriate

FLEXAGE

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated below21 Broom Park Drive  
LESMANAGOWIf the memorandum is delivered by an agent for the subscribers of  
the memorandum please mark 'X' in the box opposite and insert the  
agent's name and address below

X

Oswalds of Edinburgh Limited  
Company Registration Agents  
24 Colinton Street  
EdinburghIf the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statementPresenter's name, address and  
reference (if any):For official use  
General section

Post room

Oswalds of Edinburgh Limited  
Company Registration Agents  
24 Colinton Street  
Edinburgh



The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



### Important

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	DR JOHN JACKSON	Business occupation	PHARMACOLOGIST
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	21 BROOKDALE DRIVE LESTAMACROW, LANARK ML11 0DH	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1			
Signature	Date		27th Oct 1982

Name (note 2)	EDWIN RONALD NORTH	Business occupation	Chartered Engineer
Former name(s) (note 3)		Nationality	British
Address (note 4)	BARRS OF CLOAK, LOCHWINNOCH, RENFREWSHIRE, PA12 4LB.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	NONE		
I hereby consent to act as director of the company named on page 1			
Signature	Date		28th October 1982

Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature	Date		

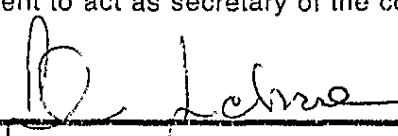
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write in this  
binding margin



### Important

The particulars  
to be given are  
those referred to  
in section  
21(2)(b) of the  
Companies Act  
1976 and section  
200(3) of the  
Companies Act  
1948. Please  
read the notes  
on page 4 before  
completing this  
part of the form.

The name(s) and particulars of the person who is, or the persons who are,  
to be the first secretary, or joint secretaries, of the company are as follows:

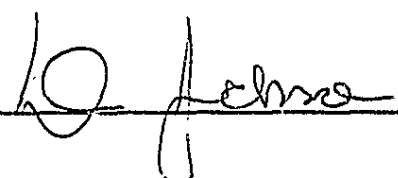
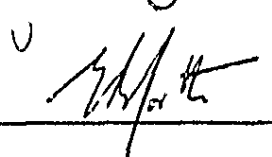
Name (notes 2 & 7)	DR JOHN JACKSON
Former name(s) (note 3)	
Address (notes 4 & 7)	21 BROOK PARK DRIVE, WESTHAM CROFT, LANARK ML11 0DH
I hereby consent to act as secretary of the company named on page 1	
Signature	 Date 27th Oct 1982

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	Date

\* as required by  
section 21(3) of  
the Companies  
Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

† delete as  
appropriate

Signature		[Subscriber] <del>[Agent]</del> †	Date	27/10/82
Signature		[Subscriber] <del>[Agent]</del> †	Date	28/10/82

80917/17

The Companies Acts 1948 to 1981

COMPANY LIMITED BY SHARES

Special Resolution

of

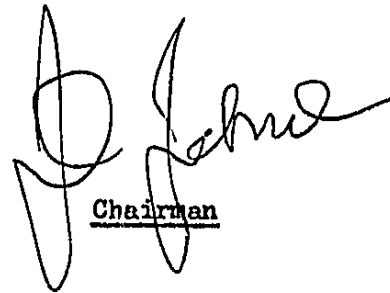
FLEXIGAGE LIMITED

incorporated under the Companies Acts 1948 to 1981

Passed on Sixteenth January 1985

At an Extraordinary General Meeting of Flexigage Limited incorporated under the Companies Acts 1948 to 1981 duly convened and held within the Registered Office of the Company at 1.06 Kelvin Campus, West of Scotland Science Park, Maryhill Road, Glasgow, on the Sixteenth day of January Nineteen hundred and eighty five the following Resolution was duly passed as a Special Resolution, videlicet:-

"That the Articles contained in the print docquetted by the Chairman of this meeting as relative to this Resolution are hereby approved and adopted as the regulations of the Company to the exclusion of all existing Articles or regulations."



Chairman

16 JAN 1985  
MF

For the purposes of Section 9(5) of  
the European Communities Act 1972  
we hereby certify that what is contained  
in this and the succeeding thirteen  
pages is a true copy of the New Articles  
of Association of Flexigage Limited  
adopted by Special Resolution passed  
on Sixteenth January 1985.

80917/18

*Brege Tatem and Glayovan*  
Assistant  
Secretaries

THE COMPANIES ACTS, 1948 to 1981

COMPANY LIMITED BY SHARES

NEW  
ARTICLES OF ASSOCIATION

of

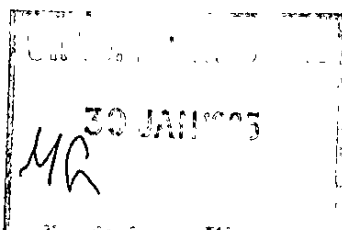
FLEXIGAGE LIMITED  
(Adopted by Special Resolution passed on Sixteenth January 1985)

CONSTITUTION OF COMPANY

1. The Regulations contained and incorporated in Table A in the Schedules to the Companies Act 1948 (hereinafter referred to as "the 1948 Act") as amended at the date of adoption hereof (hereinafter referred to as "Table A") shall be deemed to be incorporated in these Articles and shall apply to the Company with the exception of Regulations 7, 22, 23, 24, 28, 62, 73A, 75, 77, 79, 84(1), 84(2), 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 106, 107, 108, 109, 131, 132, 133, 134 and 136 and the Articles hereinafter contained and the remaining Regulations of Table A except in so far as inconsistent herewith shall constitute the Regulations of the Company.

ALLOTMENT OF SHARES

2. After the initial allotment, any shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall otherwise direct by a Resolution passed by a majority in number of the members having the right to attend and vote at General Meetings of the Company, being a majority together holding not less than ninety five per cent in nominal value of the shares giving a right to attend and vote at any such Meeting. The offer shall be made by notice specifying the number of shares offered and the period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have,



within the said period accepted all the shares offered to them; such further offer shall be made in the same manner and be open for acceptance within a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. Sub-sections (1), (6) and (7) of Section 17 of the Companies Act 1980 shall not apply to the Company. Subject to this Article the Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 at any time or from time to time to allot, grant options over or otherwise dispose of any relevant securities (as defined in Section 14 (10) of the Companies Act 1980) to such persons and on such terms as they think proper provided that the authority herein contained will be limited to the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles and, unless earlier revoked, varied or renewed by the Company, shall expire on the fifth anniversary of the date of the resolution adopting these Articles save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly. The amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

#### SHARES

3. Subject to the provisions of Part III of the Companies Act 1981 (hereinafter referred to as "the 1981 Act") any shares of the Company may be purchased by the Company on such terms and conditions as the Company, before it enters into a contract or contingent contract for the purchase of such shares, may by Special Resolution determine. A payment in respect of such a purchase by the Company may with the sanction of a Special Resolution be made otherwise than out of the disposable profits of the Company (within the meaning of Part III of the 1981 Act) or the proceeds of a fresh issue of shares made for the purpose of the redemption, notwithstanding that such payment may constitute a payment out of capital.
4. The lien conferred by Regulation 11 of Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 11 of Table A shall be modified accordingly.

5. In the application to the Company of Regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

#### TRUSTS

6. The Company shall be entitled, but shall not be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in Table A.

#### UNDERWRITING

7. The Company may pursuant to section 53 of the 1948 Act pay commission at a rate not exceeding ten per cent of the price at which the shares in respect of which the commission is payable are issued.

#### TRANSFER OF SHARES

8. An instrument of transfer of any share shall be in the form set out in Schedule 1 to the Stock Transfer Act 1963, or in such other form as the Directors shall from time to time approve and, when lodged for registration, shall be accompanied by the certificate of the share to be transferred and/or any other evidence (if any) which the Directors may require to prove the title of the intending transferor.
9. An instrument of transfer of any share shall be executed by the transferor (and, in the case of a partly paid share, shall also be executed by or on behalf of the transferee). The transferor shall be deemed to remain the holder until the name of the transferee is entered in the Register of Members in respect of such share.
10. (a) The Directors shall, subject to paragraph (d) of this Article, register the transfer of any shares:-

(i) to a member of the family of a Member or deceased Member;

(ii) to any person or persons acting in the capacity of trustee or trustees of a trust created by a Member (by inter vivos deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this paragraph only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the Member or members of his family

and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the Member or members of his family and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Member or members of his family;

(iii) by the trustee or trustees of a trust to which sub-paragraph (ii) above applies to any person beneficially interested under the trust being the Member or a member of his family;

(iv) to the personal representatives, executors or testamentary trustees of a deceased Member where under the provisions of his will or the rules relating to intestacy or otherwise governing the succession to his estate the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family of the deceased Member and by the personal representatives, executors or testamentary trustees of a deceased Member to a member or members of the family of the deceased Member;

(v) to any other Member of the Company or to any person (not being a Member) who accepts an offer for shares in pursuance of Article 13 hereof;

(vi) to the trustees for the time being of any pension fund established by the Company in pursuance of Clause 3(S) of the Memorandum of Association of the Company;

(vii) in the case of a Member which is a body corporate to any company which is a holding company of that Member or which is a subsidiary of such Member or of such a holding company (the expressions "subsidiary" and "holding company" having the meanings given to them respectively in Section 154 of the 1948 Act as if in such Section the word "company" were extended to include a "body corporate"); or

(viii) in the case of a Member who is an individual to a company (hereinafter called a "family company") which is controlled by the Member whether alone or in conjunction with an associate of his within the meaning of Section 303 of the Income and Corporation Taxes Act 1970, and for the purposes of this paragraph a company shall be deemed to be "controlled" by certain persons if more than 50 per centum of its issued equity share capital (within the meaning of Section 154 of the Act) is held by these persons;

(b) With the consent in writing of all (but not some only) of the Members the restrictions imposed by Article 11 hereof may be waived or varied in relation to any proposed or deemed transfer of shares.

(c) For the purpose of paragraph (a) of this Article but not any other paragraph:

(i) the word "Member" shall not include a person who holds shares only in the capacity of trustee, executor, personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceased to be a Member as the result of the creation of the relevant trust; and

(ii) the words "a member of the family of a Member" shall mean the husband, wife, widow, widower or child of the Member.

(d) Notwithstanding the provisions of Articles 11 to 16 hereof, the Directors may decline to register any transfer which would otherwise be permitted thereunder if it is a transfer of a share over which the Company has a lien.

11. Save where a transfer is made pursuant to Article 10(a) hereof any Member or other person entitled to transfer shares in the capital of the Company who desires to sell, transfer or otherwise dispose of the same (hereinafter called "the retiring Member") shall give notice in writing (hereinafter called "the transfer notice") to the Company to that effect. The transfer notice shall specify the number of shares proposed to be transferred as well as the proposed price thereof and shall constitute the Directors the agents of the retiring Member for the sale of the shares as aftermentioned at the said price or, in the event of the Directors not accepting the said price as the fair value, at a price to be fixed as aftermentioned. Within the period of seven days after the receipt of the transfer notice the Directors shall give intimation in writing to the remaining Members of the Company of the receipt thereof and of the number and the proposed price of the shares comprised therein so that any such Member of the Company may within the period of fourteen days after the date of the intimation make representations with regard to such price to the Directors for consideration by them, but, notwithstanding such representations, the Directors shall, subject as aftermentioned, be entitled in their absolute discretion to accept such price as the fair value of the shares. In the event of the Directors not accepting such price as the fair value or in the event of the Directors being required to do so by written notice on behalf of a Member or Members holding not less than 10 per centum of the shares given to or served on the Secretary of the Company within the said period of 14 days after the date of the intimation of receipt of the transfer notice as aforesaid they shall forthwith instruct the Auditor for the time being of the Company (or in the event of the Auditor being unable or unwilling to act a Chartered Accountant nominated by the President for the time being of the Institute of Chartered Accountants in Scotland) to certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date thereof and the retiring Member and the Directors may make representations as to the fair value of the shares to such Auditor or Chartered Accountant for consideration by him before granting his Certificate. The Auditor or Chartered Accountant shall not be required to certify the fair value more frequently than at three monthly intervals and the certified fair value shall hold good for a period of three months from the date of certification unless in the opinion of the Directors there has been a material change in the property or undertaking of the Company. Notwithstanding such representations, the Auditor or Chartered Accountant as aforesaid shall be entitled to fix such value in his own absolute discretion and his Certificate as to the fair value of the shares comprised in the transfer notice shall be final and binding on all concerned. In giving his Certification, the Auditor or Chartered Accountant shall be considered to be acting as an expert and not as an arbiter. If the Directors do not accept the price specified in the transfer notice as the fair value they shall give intimation in writing to the retiring Member to that effect within the period of twenty eight days



after receipt of the transfer notice, and, failing such intimation, the fair value shall be held to be the price specified in the transfer notice and to have been fixed as at the expiry of such period. A transfer notice shall not be revocable except with the sanction of the Directors. The whole cost of having fixed by the Auditor or Chartered Accountant as aforesaid the fair value of the shares comprised in the transfer notice shall be borne by the retiring Member and the Company in equal portions. For the purpose of this Article the fair value of the shares comprised in the transfer notice shall mean such proportion of the amount which represents the fair value of the entire issued share capital of the Company at the date of the transfer notice on the basis of a sale as between a willing vendor and a willing purchaser in the open market and disregarding the fact that the transfer of shares is restricted by these Articles, as the number of shares comprised in the transfer notice bears to the total number of issued shares in the capital of the Company and the fair value of each share comprised in the transfer notice shall be the sum ascertained as aforesaid divided by the number of shares comprised in the transfer notice.

12. (a) The remaining Members of the Company shall be entitled to purchase the shares comprised in the transfer notice in proportion to the percentage of the issued share capital of the Company represented by the total number of the fully-paid shares held by them respectively (hereinafter called a "Proportionate Entitlement") and, upon the fair value of the shares comprised in the transfer notice being agreed or fixed in terms of Article 11 hereof, the Directors shall proceed to offer such shares to the remaining Members at the fair value thereof. Every such offer shall be in writing and shall be served within a period of fourteen days after the fair value of the shares to be comprised therein shall have been agreed or fixed as aforesaid and shall be subject to the conditions, which shall be incorporated in such offer, (a) that any acceptance thereof (which may be as regards all or any or in excess of the Proportionate Entitlements shall be in writing and be delivered at the Registered Office of the Company within a period of fourteen days from the date of service of the said offer, (b) that in the event of the aggregate number of shares accepted exceeding the aggregate of the Proportionate Entitlements the Members accepting shall be entitled to receive and bound to accept an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered, according to the proportions in which the Members applied for the shares offered, whichever number be less, and (c) that any Members to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive and bound to accept an allocation among them of any surplus shares in proportion as nearly as may be to the number of shares accepted by them respectively in excess of their Proportionate Entitlements.
12. (b) A Member may in accepting either in whole or part the shares he is offered pursuant to this Article make such acceptance conditional upon his obtaining such consents as may be required pursuant to the regulations of The Stock Exchange, the provisions of the Companies Acts or any other relevant legislative or regulatory provisions and in such event such Member shall not be obliged to proceed any further with his obligations pursuant to this Article until such conditions are satisfied provided always that if such conditions have not been satisfied within 21 days of

the offer being made by the Company pursuant to this Article any acceptance shall (subject to the following proviso) be cancelled and be regarded as null and void and the provisions of this paragraph shall apply accordingly as if such Member had declined to accept all the shares which he had been offered provided always that if the Member shall make his acceptance conditional as aforesaid he shall be deemed to have undertaken to the retiring Member to use all reasonable endeavours to satisfy such conditions within the said period of 21 days.

13. If offers in terms of Article 12 hereof shall be refused or shall not be timeously accepted as regards all or any of the shares comprised therein, the Directors shall be entitled to offer such shares at the fair value thereof agreed or fixed in terms of Article 11 hereof to such person or persons as may be selected by them provided that any acceptance of an offer in terms of this Article shall be in writing and be delivered at the Registered Office of the Company within a period of twenty eight days after the offer in terms of Article 12 hereof shall have been refused or the time for acceptance thereof shall have expired as the case may be.
14. If the Directors shall receive an acceptance of any offer made in terms of Article 12 or Article 13 hereof as regards any share comprised therein and shall give notification thereof to the retiring Member within a period of fourteen days after the expiry of the period allowed for acceptance of such offer, the latter shall thereupon be bound, subject to payment of the price, to transfer such share to the acceptor of such offer.
15. If in any case the retiring Member, after having become bound as aforesaid, makes default in transferring any share, the Directors may receive the purchase money and the retiring Member shall be deemed to have authorised one of the Directors or some other person to execute a transfer of the share in favour of the purchaser and, on that being done, the Directors shall cause such transfer to be registered and the name of the purchaser to be entered in the Register of Members as the holder of the share and shall hold the purchase money in trust for the retiring Member. The receipt of the Directors or any of them for the purchase money shall be a good discharge to the purchaser and, after his name has been entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
16. In the event of offers for the sale of the shares or any of them comprised in a transfer notice not being accepted in pursuance of Articles 12 or 13 hereof or in the event of the price thereof not having been paid in terms of Article 14 hereof within one month of the expiry of the period allowed for acceptance of any such offer under Articles 12 or 13 hereof then the retiring Member will be entitled within the period of six months thereafter, subject to Article 10 hereof, to transfer all or any of the shares comprised in the transfer notice to any person or persons at a price not lower than the fair value thereof agreed or fixed as aforesaid.
17. In any case where any shares are held by the trustee or trustees of a trust following a transfer or transfers made pursuant to sub-paragraph (ii) of paragraph (a) of Article 10 hereof and it shall come to the notice of the Directors that not all the persons beneficially interested under the trust are members of the family (hereinbefore defined) of the Member by whom the trust was created or by a family company as defined in Article

10 (viii) hereof and it shall come to the notice of the Directors that the family company has ceased to be controlled by a Member whether alone or in conjunction with an associate of his as aforesaid or, the Directors may at any time within twenty eight days thereafter resolve that such trustee or trustees or family company as the case may be, shall thereupon be deemed to have served a transfer notice comprising such shares pursuant to Article 11 hereof and to have specified therein the fair value to be certified in accordance therewith and the provisions of Articles 11 to 16 shall apply accordingly. Notice of such resolution shall forthwith be given to such trustee or trustees or family company as the case may be.

18. Without limitation, the following shall be deemed to be a transfer or purported transfer of a share:-

(a) any direction (by way of a renunciation or otherwise) by a holder entitled to an allotment or transfer of a share to the effect that a share be allotted or issued or transferred to some person other than himself;

(b) any sale or other disposition of any legal or beneficial interest in a share, whether or not for consideration or otherwise and whether or not effected by an instrument in writing.

19. Subject as aftermentioned, in the event of the death, bankruptcy or insanity of any Member (being an individual) the Directors may, within 28 days after the date upon which there became effective the appointment of executors, personal representatives, testamentary trustees or curator bonis as the case may be, resolve that there shall be deemed at the expiry of the period of six months from the said date to have been served a transfer notice comprising the shares beneficially held by any such Member as aforesaid pursuant to Article 11 hereof and specifying therein the fair value of the shares to be certified in accordance therewith and the provisions of Articles 11 to 16 shall apply accordingly. Notice of such resolution shall forthwith be given to the executors, personal representatives, testamentary trustees or curator bonis, as the case may be, of any such Member. The provisions of this Article are without prejudice to the provisions of Regulations 29, 30, 31 and 32 of Table A and no such resolution of the Directors shall be made as aforesaid in any case where it is shown to the satisfaction of the Directors that the provisions of any sub-paragraphs (ii), (iii) or (iv) of paragraph (a) of Article 10 hereof apply.
20. The Directors shall be bound to register the transfer of any shares made in accordance with the provisions of these Articles.

#### GENERAL MEETINGS

21. In the application to the Company of Regulation 58 of Table A paragraphs (a) to (d) inclusive shall be omitted and the words "by any Member present in person or by proxy" shall be inserted in their place.
22. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall

have one vote, and on a poll every Member shall have one vote for each share of which he is the holder.

23. Subject to any statutory provision, a resolution in writing expressed to be an ordinary extraordinary or special resolution signed by or on behalf of all the Members of the Company who would be entitled to vote on such a resolution if it were to be proposed at a general meeting of the Company shall be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members.

#### DIRECTORS

24. A Director shall not be required to hold shares of the Company in order to qualify for office as a Director but he shall be given notice of and be entitled to attend and speak at every general meeting of the Company and at every separate meeting of the holders of any class of shares in the capital of the Company.
25. (a) Any Director may at any time by written notice to the Secretary appoint any person to be his alternate (hereinafter referred to as "the Alternate Director") and such Director (hereinafter referred to as "the Principal") may at any time terminate such appointment.
- (b) The appointment of the Alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if the Principal ceases to be a Director.
- (c) The Alternate Director shall be given notice of meetings of the Directors and be entitled to attend, be counted in the quorum and vote at any such meeting at which the Principal is not personally present and generally at such meeting perform all functions of the Principal. If the Principal is for the time being unable to act for any reason the signature of the Alternate Director to any resolution in writing of the Directors shall be as effective as the signature of the Principal.
- (d) The Alternate Director shall be entitled to be repaid expenses and to be indemnified as if he were a Director, but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as an alternate.
- (e) The Alternate Director shall (except as regards the power to appoint any alternate director and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his Principal.

#### BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 14 of the Companies Act 1980, to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party (including the Company's holding company).

POWERS AND DUTIES OF DIRECTORS

27. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 199 of the 1948 Act. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted, and he shall be taken into account in ascertaining whether a quorum is present. Regulation 84 shall be varied accordingly.
28. In the application to the Company of Regulation 86 of Table A the words "and every Director present at any meeting of the Directors or committee of Directors shall sign his name in a book to be kept for that purpose" shall be omitted.
29. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company. The Directors may by resolution exercise any power conferred by statute to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.
30. The Company may exercise all the powers conferred by statute with regard to having any official seal, and such powers shall be vested in the Directors. 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.
31. The Directors may entrust to and confer upon any Director any of the powers exercisable by them upon such terms and conditions and with such restriction as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
32. Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Directors, or at a general meeting of the Company, may at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed.

33. Both of them, the Directors and the Company in general meeting, shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

#### DISQUALIFICATION OF DIRECTORS

34. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.
35. The office of a Director shall be vacated in any of the following events namely:-
- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;
  - (b) if he becomes of unsound mind and the Directors resolve that his office is vacated;
  - (c) if he becomes bankrupt or compounds with his creditors;
  - (d) if he is prohibited by law from being a Director;
  - (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.
36. The Directors shall not be subject to retirement by rotation and all references in Table A to retirement by rotation shall be disregarded.

#### ASSISTANT SECRETARY

37. The Directors shall have power to appoint an Assistant Secretary and the provisions of Regulations 110, 111, 112 of Table A in their application to the Company shall apply in respect of the Assistant Secretary as they do in respect of the Secretary.
38. In its application to the Company Regulation 113 of Table A shall be construed as if the reference therein to the Secretary included a reference to the Assistant Secretary.

#### PROCEEDINGS OF DIRECTORS

39. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit, and Regulation 102 of Table A shall be varied accordingly.
40. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of

several documents in the like form each signed by or on behalf of one or more of the Directors.

#### WINDING-UP

41. If the Company shall be wound up any Director, agent, trustee or member of the Company alone or jointly with any other person may become a purchaser of property belonging to the Company.

#### INDEMNITY

42. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal in which decree is granted in his favour or in which he is acquitted or in connection with any application under section 448 of the 1948 Act in which he is relieved from liability by the Court and, subject to section 205 of the 1948 Act, no Director or other officer shall be liable for any loss or damage sustained by the Company in consequence of his execution of the duties of his office.
43. The Directors may from time to time require any person whose name is entered in the Register of Members of the Company to furnish them with any information which they may consider necessary for the purpose of determining whether or not the Company is a close company within the meaning of section 282 of the Income and Corporation Taxes Act 1970 as amended; and if such requirement is not complied with they may withhold any dividend or other payment otherwise due or becoming due in respect of the share registered in the name of any such person.

#### NOTICES

44. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. 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. Any notice or other document served or delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.

Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

EXECUTIVE DIRECTORS

46. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.
47. Any Director appointed to an executive office shall receive such, if any, remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.



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Names, addresses and descriptions of Subscribers

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Dr John Jackson  
21 Broompark Drive  
Lesmahagow  
Lanark M211 0DH  
Pharmacologist

Edwin Ronald North  
Barrs of Cloak  
Lochwinnoch  
Renfrewshire PA12 4LB  
Chartered Engineer

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Dated the 27th day of October, 1982

Witness to the above Signatures:- Amreek Singh  
8 Birch Knowle  
Bishopbriggs  
Glasgow G64 1TS  
Research Assistant

THE COMPANIES ACTS, 1948 to 1981

COMPANY LIMITED BY SHARES

NEW  
ARTICLES OF ASSOCIATION

of

FLEXIGAGE LIMITED  
(Adopted by Special Resolution passed on Sixteenth January 1985)

CONSTITUTION OF COMPANY

1. The Regulations contained and incorporated in Table A in the Schedules to the Companies Act 1948 (hereinafter referred to as "the 1948 Act") as amended at the date of adoption hereof (hereinafter referred to as "Table A") shall be deemed to be incorporated in these Articles and shall apply to the Company with the exception of Regulations 7, 22, 23, 24, 28, 62, 73A, 75, 77, 79, 84(1), 84(2), 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 106, 107, 108, 109, 131, 132, 133, 134 and 136 and the Articles hereinafter contained and the remaining Regulations of Table A except in so far as inconsistent herewith shall constitute the Regulations of the Company.

ALLOTMENT OF SHARES

2. After the initial allotment, any shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company shall otherwise direct by a Resolution passed by a majority in number of the members having the right to attend and vote at General Meetings of the Company, being a majority together holding not less than ninety five per cent in nominal value of the shares giving a right to attend and vote at any such Meeting. The offer shall be made by notice specifying the number of shares offered and the period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have,

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within the said period accepted all the shares offered to them; such further offer shall be made in the same manner and be open for acceptance within a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members. Sub-sections (1), (6) and (7) of Section 17 of the Companies Act 1980 shall not apply to the Company. Subject to this Article the Directors are unconditionally authorised for the purposes of Section 14 of the Companies Act 1980 at any time or from time to time to allot, grant options over or otherwise dispose of any relevant securities (as defined in Section 14 (10) of the Companies Act 1980) to such persons and on such terms as they think proper provided that the authority herein contained will be limited to the amount by which the nominal amount of the authorised share capital of the Company exceeded the nominal amount of the issued share capital of the Company at the date of adoption of these Articles and, unless earlier revoked, varied or renewed by the Company, shall expire on the fifth anniversary of the date of the resolution adopting these Articles save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly. The amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company mean the nominal amount of shares in the Company which would be required to satisfy such right (assuming full exercise).

#### SHARES

3. Subject to the provisions of Part III of the Companies Act 1981 (hereinafter referred to as "the 1981 Act") any shares of the Company may be purchased by the Company on such terms and conditions as the Company, before it enters into a contract or contingent contract for the purchase of such shares, may by Special Resolution determine. A payment in respect of such a purchase by the Company may with the sanction of a Special Resolution be made otherwise than out of the disposable profits of the Company (within the meaning of Part III of the 1981 Act) or the proceeds of a fresh issue of shares made for the purpose of the redemption, notwithstanding that such payment may constitute a payment out of capital.
4. The lien conferred by Regulation 11 of Table A shall attach also to fully paid-up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 11 of Table A shall be modified accordingly.

5. In the application to the Company of Regulation 15 of Table A the words "provided that no call shall exceed one-fourth of the nominal value of the share or be payable at less than one month from the date fixed for the payment of the last preceding call" shall be omitted.

#### TRUSTS

6. The Company shall be entitled, but shall not be bound, to recognise in such manner and to such extent as it may think fit any trusts in respect of any of the shares of the Company. Notwithstanding any such recognition the Company shall not be bound to see to the execution, administration or observance of any trust, whether expressed, implied or constructive, in respect of any shares of the Company and shall be entitled to recognise and give effect to the acts and deeds of the registered holders of such shares as if they were the absolute owners thereof. For the purpose of this Article "trust" includes any right in respect of any shares of the Company other than an absolute right thereto in the registered holder thereof for the time being or such other rights in case of transmission thereof as are mentioned in Table A.

#### UNDERWRITING

7. The Company may pursuant to section 53 of the 1948 Act pay commission at a rate not exceeding ten per cent of the price at which the shares in respect of which the commission is payable are issued.

#### TRANSFER OF SHARES

8. An instrument of transfer of any share shall be in the form set out in Schedule 1 to the Stock Transfer Act 1963, or in such other form as the Directors shall from time to time approve and, when lodged for registration, shall be accompanied by the certificate of the share to be transferred and/or any other evidence (if any) which the Directors may require to prove the title of the intending transferor.
9. An instrument of transfer of any share shall be executed by the transferor (and, in the case of a partly paid share, shall also be executed by or on behalf of the transferee). The transferor shall be deemed to remain the holder until the name of the transferee is entered in the Register of Members in respect of such share.
10. (a) The Directors shall, subject to paragraph (d) of this Article, register the transfer of any shares:-

(i) to a member of the family of a Member or deceased Member;

(ii) to any person or persons acting in the capacity of trustee or trustees of a trust created by a Member (by inter vivos deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this paragraph only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the Member or members of his family

and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the Member or members of his family and also the Directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the Member or members of his family;

(iii) by the trustee or trustees of a trust to which sub-paragraph (ii) above applies to any person beneficially interested under the trust being the Member or a member of his family;

(iv) to the personal representatives, executors or testamentary trustees of a deceased Member where under the provisions of his will or the rules relating to intestacy or otherwise governing the succession to his estate the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family of the deceased Member and by the personal representatives, executors or testamentary trustees of a deceased Member to a member or members of the family of the deceased Member;

(v) to any other Member of the Company or to any person (not being a Member) who accepts an offer for shares in pursuance of Article 13 hereof;

(vi) to the trustees for the time being of any pension fund established by the Company in pursuance of Clause 3(S) of the Memorandum of Association of the Company;

(vii) in the case of a Member which is a body corporate to any company which is a holding company of that Member or which is a subsidiary of such Member or of such a holding company (the expressions "subsidiary" and "holding company" having the meanings given to them respectively in Section 154 of the 1948 Act as if in such Section the word "company" were extended to include a "body corporate"); or

(viii) in the case of a Member who is an individual to a company (hereinafter called a "family company") which is controlled by the Member whether alone or in conjunction with an associate of his within the meaning of Section 303 of the Income and Corporation Taxes Act 1970, and for the purposes of this paragraph a company shall be deemed to be "controlled" by certain persons if more than 50 per centum of its issued equity share capital (within the meaning of Section 154 of the Act) is held by these persons;

(b) With the consent in writing of all (but not some only) of the Members the restrictions imposed by Article 11 hereof may be waived or varied in relation to any proposed or deemed transfer of shares.

(c) For the purpose of paragraph (a) of this Article but not any other paragraph:

(i) the word "Member" shall not include a person who holds shares only in the capacity of trustee, executor, personal representative or trustee in bankruptcy but shall include a former Member in any case where the person concerned ceased to be a Member as the result of the creation of the relevant trust; and

(ii) the words "a member of the family of a Member" shall mean the husband, wife, widow, widower or child of the Member.

(d) Notwithstanding the provisions of Articles 11 to 16 hereof, the Directors may decline to register any transfer which would otherwise be permitted thereunder if it is a transfer of a share over which the Company has a lien.

11. Save where a transfer is made pursuant to Article 10(a) hereof any Member or other person entitled to transfer shares in the capital of the Company who desires to sell, transfer or otherwise dispose of the same (hereinafter called "the retiring Member") shall give notice in writing (hereinafter called "the transfer notice") to the Company to that effect. The transfer notice shall specify the number of shares proposed to be transferred as well as the proposed price thereof and shall constitute the Directors the agents of the retiring Member for the sale of the shares as aftermentioned at the said price or, in the event of the Directors not accepting the said price as the fair value, at a price to be fixed as aftermentioned. Within the period of seven days after the receipt of the transfer notice the Directors shall give intimation in writing to the remaining Members of the Company of the receipt thereof and of the number and the proposed price of the shares comprised therein so that any such Member of the Company may within the period of fourteen days after the date of the intimation make representations with regard to such price to the Directors for consideration by them, but, notwithstanding such representations, the Directors shall, subject as aftermentioned, be entitled in their absolute discretion to accept such price as the fair value of the shares. In the event of the Directors not accepting such price as the fair value or in the event of the Directors being required to do so by written notice on behalf of a Member or Members holding not less than 10 per centum of the shares given to or served on the Secretary of the Company within the said period of 14 days after the date of the intimation of receipt of the transfer notice as aforesaid they shall forthwith instruct the Auditor for the time being of the Company (or in the event of the Auditor being unable or unwilling to act a Chartered Accountant nominated by the President for the time being of the Institute of Chartered Accountants in Scotland) to certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date thereof and the retiring Member and the Directors may make representations as to the fair value of the shares to such Auditor or Chartered Accountant for consideration by him before granting his Certificate. The Auditor or Chartered Accountant shall not be required to certify the fair value more frequently than at three monthly intervals and the certified fair value shall hold good for a period of three months from the date of certification unless in the opinion of the Directors there has been a material change in the property or undertaking of the Company. Notwithstanding such representations, the Auditor or Chartered Accountant as aforesaid shall be entitled to fix such value in his own absolute discretion and his Certificate as to the fair value of the shares comprised in the transfer notice shall be final and binding on all concerned. In giving his Certification, the Auditor or Chartered Accountant shall be considered to be acting as an expert and not as an arbiter. If the Directors do not accept the price specified in the transfer notice as the fair value they shall give intimation in writing to the retiring Member to that effect within the period of twenty eight days

after receipt of the transfer notice, and, failing such intimation, the fair value shall be held to be the price specified in the transfer notice and to have been fixed as at the expiry of such period. A transfer notice shall not be revocable except with the sanction of the Directors. The whole cost of having fixed by the Auditor or Chartered Accountant as aforesaid the fair value of the shares comprised in the transfer notice shall be borne by the retiring Member and the Company in equal portions. For the purpose of this Article the fair value of the shares comprised in the transfer notice shall mean such proportion of the amount which represents the fair value of the entire issued share capital of the Company at the date of the transfer notice on the basis of a sale as between a willing vendor and a willing purchaser in the open market and disregarding the fact that the transfer of shares is restricted by these Articles, as the number of shares comprised in the transfer notice bears to the total number of issued shares in the capital of the Company and the fair value of each share comprised in the transfer notice shall be the sum ascertained as aforesaid divided by the number of shares comprised in the transfer notice.

12. (a) The remaining Members of the Company shall be entitled to purchase the shares comprised in the transfer notice in proportion to the percentage of the issued share capital of the Company represented by the total number of the fully-paid shares held by them respectively (hereinafter called a "Proportionate Entitlement") and, upon the fair value of the shares comprised in the transfer notice being agreed or fixed in terms of Article 11 hereof, the Directors shall proceed to offer such shares to the remaining Members at the fair value thereof. Every such offer shall be in writing and shall be served within a period of fourteen days after the fair value of the shares to be comprised therein shall have been agreed or fixed as aforesaid and shall be subject to the conditions, which shall be incorporated in such offer, (a) that any acceptance thereof (which may be as regards all or any or in excess of the Proportionate Entitlements shall be in writing and be delivered at the Registered Office of the Company within a period of fourteen days from the date of service of the said offer, (b) that in the event of the aggregate number of shares accepted exceeding the aggregate of the Proportionate Entitlements the Members accepting shall be entitled to receive and bound to accept an allocation of either the number of shares accepted by them respectively or a proportionate number of the shares offered, according to the proportions in which the Members applied for the shares offered, whichever number be less, and (c) that any Members to whom such offer shall have been made and whose requirements shall not have been fully met by such allocation shall further be entitled to receive and bound to accept an allocation among them of any surplus shares in proportion as nearly as may be to the number of shares accepted by them respectively in excess of their Proportionate Entitlements.
12. (b) A Member may in accepting either in whole or part the shares he is offered pursuant to this Article make such acceptance conditional upon his obtaining such consents as may be required pursuant to the regulations of The Stock Exchange, the provisions of the Companies Acts or any other relevant legislative or regulatory provisions and in such event such Member shall not be obliged to proceed any further with his obligations pursuant to this Article until such conditions are satisfied provided always that if such conditions have not been satisfied within 21 days of

the offer being made by the Company pursuant to this Article any acceptance shall (subject to the following proviso) be cancelled and be regarded as null and void and the provisions of this paragraph shall apply accordingly as if such Member had declined to accept all the shares which he had been offered provided always that if the Member shall make his acceptance conditional as aforesaid he shall be deemed to have undertaken to the retiring Member to use all reasonable endeavours to satisfy such conditions within the said period of 21 days.

13. If offers in terms of Article 12 hereof shall be refused or shall not be timeously accepted as regards all or any of the shares comprised therein, the Directors shall be entitled to offer such shares at the fair value thereof agreed or fixed in terms of Article 11 hereof to such person or persons as may be selected by them provided that any acceptance of an offer in terms of this Article shall be in writing and be delivered at the Registered Office of the Company within a period of twenty eight days after the offer in terms of Article 12 hereof shall have been refused or the time for acceptance thereof shall have expired as the case may be.
14. If the Directors shall receive an acceptance of any offer made in terms of Article 12 or Article 13 hereof as regards any share comprised therein and shall give notification thereof to the retiring Member within a period of fourteen days after the expiry of the period allowed for acceptance of such offer, the latter shall thereupon be bound, subject to payment of the price, to transfer such share to the acceptor of such offer.
15. If in any case the retiring Member, after having become bound as aforesaid, makes default in transferring any share, the Directors may receive the purchase money and the retiring Member shall be deemed to have authorised one of the Directors or some other person to execute a transfer of the share in favour of the purchaser and, on that being done, the Directors shall cause such transfer to be registered and the name of the purchaser to be entered in the Register of Members as the holder of the share and shall hold the purchase money in trust for the retiring Member. The receipt of the Directors or any of them for the purchase money shall be a good discharge to the purchaser and, after his name has been entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.
16. In the event of offers for the sale of the shares or any of them comprised in a transfer notice not being accepted in pursuance of Articles 12 or 13 hereof or in the event of the price thereof not having been paid in terms of Article 14 hereof within one month of the expiry of the period allowed for acceptance of any such offer under Articles 12 or 13 hereof then the retiring Member will be entitled within the period of six months thereafter, subject to Article 10 hereof, to transfer all or any of the shares comprised in the transfer notice to any person or persons at a price not lower than the fair value thereof agreed or fixed as aforesaid.
17. In any case where any shares are held by the trustee or trustees of a trust following a transfer or transfers made pursuant to sub-paragraph (ii) of paragraph (a) of Article 10 hereof and it shall come to the notice of the Directors that not all the persons beneficially interested under the trust are members of the family (hereinbefore defined) of the Member by whom the trust was created or by a family company as defined in Article



10. (viii) hereof and it shall come to the notice of the Directors that the family company has ceased to be controlled by a Member whether alone or in conjunction with an associate of his as aforesaid or, the Directors may at any time within twenty eight days thereafter resolve that such trustee or trustees or family company as the case may be shall thereupon be deemed to have served a transfer notice comprising such shares pursuant to Article 11 hereof and to have specified therein the fair value to be certified in accordance therewith and the provisions of Articles 11 to 16 shall apply accordingly. Notice of such resolution shall forthwith be given to such trustee or trustees or family company as the case may be.
18. Without limitation, the following shall be deemed to be a transfer or purported transfer of a share:-
- (a) any direction (by way of a renunciation or otherwise) by a holder entitled to an allotment or transfer of a share to the effect that a share be allotted or issued or transferred to some person other than himself;
  - (b) any sale or other disposition of any legal or beneficial interest in a share, whether or not for consideration or otherwise and whether or not effected by an instrument in writing.
19. Subject as aftermentioned, in the event of the death, bankruptcy or insanity of any Member (being an individual) the Directors may, within 28 days after the date upon which there became effective the appointment of executors, personal representatives, testamentary trustees or curator bonis as the case may be, resolve that there shall be deemed at the expiry of the period of six months from the said date to have been served a transfer notice comprising the shares beneficially held by any such Member as aforesaid pursuant to Article 11 hereof and specifying therein the fair value of the shares to be certified in accordance therewith and the provisions of Articles 11 to 16 shall apply accordingly. Notice of such resolution shall forthwith be given to the executors, personal representatives, testamentary trustees or curator bonis, as the case may be, of any such Member. The provisions of this Article are without prejudice to the provisions of Regulations 29, 30, 31 and 32 of Table A and no such resolution of the Directors shall be made as aforesaid in any case where it is shown to the satisfaction of the Directors that the provisions of any sub-paragraphs (i), (iii) or (iv) of paragraph (a) of Article 10 hereof apply.
20. The Directors shall be bound to register the transfer of any shares made in accordance with the provisions of these Articles.

#### GENERAL MEETINGS

21. In the application to the Company of Regulation 58 of Table A paragraphs (a) to (d) inclusive shall be omitted and the words "by any Member present in person or by proxy" shall be inserted in their place.
22. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person and every person present as a proxy for a Member or Members shall

have one vote, and on a poll every Member shall have one vote for each share of which he is the holder.

23. Subject to any statutory provision, a resolution in writing expressed to be an ordinary extraordinary or special resolution signed by or on behalf of all the Members of the Company who would be entitled to vote on such a resolution if it were to be proposed at a general meeting of the Company shall be as valid and effectual as if it had been passed at such a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed by or on behalf of one or more of the Members.

#### DIRECTORS

24. A Director shall not be required to hold shares of the Company in order to qualify for office as a Director but he shall be given notice of and be entitled to attend and speak at every general meeting of the Company and at every separate meeting of the holders of any class of shares in the capital of the Company.
25. (a) Any Director may at any time by written notice to the Secretary appoint any person to be his alternate (hereinafter referred to as "the Alternate Director") and such Director (hereinafter referred to as "the Principal") may at any time terminate such appointment.
- (b) The appointment of the Alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if the Principal ceases to be a Director.
- (c) The Alternate Director shall be given notice of meetings of the Directors and be entitled to attend, be counted in the quorum and vote at any such meeting at which the Principal is not personally present and generally at such meeting perform all functions of the Principal. If the Principal is for the time being unable to act for any reason the signature of the Alternate Director to any resolution in writing of the Directors shall be as effective as the signature of the Principal.
- (d) The Alternate Director shall be entitled to be repaid expenses and to be indemnified as if he were a Director, but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as an alternate.
- (e) The Alternate Director shall (except as regards the power to appoint any alternate director and remuneration) be subject in all respects to the provisions of these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his Principal.

#### BORROWING POWERS

26. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and assets (including any uncalled capital), or any part thereof, and, subject to Section 14 of the Companies Act 1980, to issue debentures, debenture stock, and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party (including the Company's holding company).

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- (b) The appointment of the Alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if the Principal ceases to be a Director.
- (c) The Alternate Director shall be given notice of meetings of the Directors and be entitled to attend, be counted in the quorum and vote at any such meeting at which the Principal is not personally present and generally at such meeting perform all functions of the Principal. If the Principal is for the time being unable to act for any reason the signature of the Alternate Director to any resolution in writing of the Directors shall be as effective as the signature of the Principal.
- (d) The Alternate Director shall be entitled to be repaid expenses and to be indemnified as if he were a Director, but he shall not be entitled to receive any remuneration from the Company in respect of his appointment as an alternate.
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POWERS AND DUTIES OF DIRECTORS

27. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 199 of the 1948 Act. Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted, and he shall be taken into account in ascertaining whether a quorum is present. Regulation 84 shall be varied accordingly.
28. In the application to the Company of Regulation 86 of Table A the words "and every Director present at any meeting of the Directors or committee of Directors shall sign his name in a book to be kept for that purpose" shall be omitted.
29. The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions annuities or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company. The Directors may by resolution exercise any power conferred by statute to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.
30. The Company may exercise all the powers conferred by statute with regard to having any official seal, and such powers shall be vested in the Directors. 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.
31. The Directors may entrust to and confer upon any Director any of the powers exercisable by them upon such terms and conditions and with such restriction as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.
32. Without prejudice to any other provisions of or incorporated in these Articles governing the appointment and removal of Directors, any Member or Members holding a majority in nominal value of such of the issued share capital for the time being of the Company as carries the right of attending and voting at general meetings of the Company by memorandum in writing signed by or on behalf of him or them and delivered to the registered office of the Company or tendered at a meeting of the Directors, or at a general meeting of the Company, may at any time and from time to time appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors or remove any Director from office howsoever appointed.

33. Both of them, the Directors and the Company in general meeting, shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors.

#### DISQUALIFICATION OF DIRECTORS

34. No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age.
35. The office of a Director shall be vacated in any of the following events namely:-
- (a) if (not being employed under a contract which precludes resignation) he resigns his office by notice in writing delivered to the Company or tendered at a meeting of the Directors;
  - (b) if he becomes of unsound mind and the Directors resolve that his office is vacated;
  - (c) if he becomes bankrupt or compounds with his creditors;
  - (d) if he is prohibited by law from being a Director;
  - (e) if he ceases to be a Director by virtue of any statute or is removed from office pursuant to these Articles.
36. The Directors shall not be subject to retirement by rotation and all references in Table A to retirement by rotation shall be disregarded.

#### ASSISTANT SECRETARY

37. The Directors shall have power to appoint an Assistant Secretary and the provisions of Regulations 110, 111, 112 of Table A in their application to the Company shall apply in respect of the Assistant Secretary as they do in respect of the Secretary.
38. In its application to the Company Regulation 113 of Table A shall be construed as if the reference therein to the Secretary included a reference to the Assistant Secretary.

#### PROCEEDINGS OF DIRECTORS

39. The Directors may delegate any of their powers to committees consisting of such person or persons (whether Directors or not) as they think fit, and Regulation 102 of Table A shall be varied accordingly.
40. A resolution in writing signed by or on behalf of all the Directors for the time being entitled to receive notice of a meeting of the Directors shall be as valid and effectual as if it had been passed at a meeting of the Directors duly convened and held. Any such resolution may consist of

several documents in the like form each signed by or on behalf of one or more of the Directors.

#### WINDING-UP

41. If the Company shall be wound up any Director, agent, trustee or member of the Company alone or jointly with any other person may become a purchaser of property belonging to the Company.

#### INDEMNITY

42. Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against any loss or liability which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal in which decree is granted in his favour or in which he is acquitted or in connection with any application under section 448 of the 1948 Act in which he is relieved from liability by the Court and, subject to section 205 of the 1948 Act, no Director or other officer shall be liable for any loss or damage sustained by the Company in consequence of his execution of the duties of his office.
43. The Directors may from time to time require any person whose name is entered in the Register of Members of the Company to furnish them with any information which they may consider necessary for the purpose of determining whether or not the Company is a close company within the meaning of section 282 of the Income and Corporation Taxes Act 1970 as amended; and if such requirement is not complied with they may withhold any dividend or other payment otherwise due or becoming due in respect of the share registered in the name of any such person.

#### NOTICES

44. Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. 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. Any notice or other document served or delivered in accordance with these Articles of Association shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by post, shall be deemed to have been served or delivered on the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.

43. Notice of every general meeting shall be given in any manner authorised by or under these Articles of Association to all Members other than such as, under the provisions of these Articles of Association or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.

EXECUTIVE DIRECTORS

46. The Directors may from time to time appoint one or more of their body to any executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as the Directors may determine and may revoke or terminate any such appointment. Any such revocation or termination as aforesaid shall be without prejudice to any claim for damages that such Director may have against the Company, or the Company may have against such Director, for any breach of any contract of service between him and the Company which may be involved in such revocation or termination.
47. Any Director appointed to an executive office shall receive such, if any, remuneration (whether by way of salary, commission, participation in profits or otherwise) as the Directors may determine, and either in addition to or in lieu of his remuneration as a Director.

Glasgow 16th January 1985

What is contained on this and the 12 preceding pages is a print of the New Articles of Association of the Company adopted by the members thereof by Special Resolution passed on Sixteenth January 1985

  
Chairman

## THE COMPANIES ACTS 1948 TO 1976

# Notice of place where register of directors' interests in shares etc. is kept or of any change in that place

Pursuant to section 29(8) of the Companies Act 1967  
as amended by the Companies Act 1976

Please do not  
write in this  
binding margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

22

80917

Name of company

\*delete if  
inappropriate

PIEXIGAGE

Limited\*

hereby gives you notice, in accordance with section 29(8) of the Companies Act 1967 as amended by the Companies Act 1976, that the register of directors' interests in shares in, or debentures of, the company or any other body corporate, being the company's subsidiary or holding company or a subsidiary of the company's holding company, is kept at:

257 WEST CAMPBELL STREET

GLASGOW, G2 4TU

C/O MESSRS. BREENE, PATERSON & CHAPMAN, SOLICITORS

delete as  
appropriate

Signed

[Director] [Secretary]† Date 4 February 1985

Presenter's name, address and  
reference (if any):

TMcF/RCS

BREENE, PATERSON & CHAPMAN  
SOLICITORS  
257 WEST CAMPBELL STREET  
GLASGOW  
G2 4TU

For official use  
General section

661008  
ONE

Post room

661008



## THE COMPANIES ACTS 1948 TO 1976

# Notice of place where copies of directors' service contracts or memorandums thereof are kept or of any change in that place

Pursuant to section 26(3) of the Companies Act 1967 as amended by the Companies Act 1976

# 26

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold blocklettering

To the Registrar of Companies

For official use

Company number

23

80917

Name of company

FLEXIGAGE

Limited\*

hereby gives you notice, in accordance with section 26(3) of the Companies Act 1967 as amended by the Companies Act 1976, that such copies of the directors' service contracts, or where they are not in writing such written memorandums setting out the terms of those contracts, as are required to be kept by the company and to be open to the inspection of the members of the company, are kept at:

257 WEST CAMPBELL STREET

GLASGOW G2 4TU\*

C/O MESSRS. BREEZE, PATERSON & CHAPMAN, SOLICITORS

†delete as appropriate

Signed

*[Signature]*

{Director} {Secretary} † Date 4th February 1985

Presenter's name, address and reference (if any):

For official use  
General section

Post room

0000000000

CH

## THE COMPANIES ACTS 1948 TO 1976

# **Notice of place where register of members is kept or of any change in that place**

Pursuant to section 110(3) of the Companies Act 1948  
as amended by the Companies Act 1976

Please do not  
write in this  
binding margin



Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies

For official use

Company number

24

80917

Name of company

PIEXIGAGE

Limited\*

\*delete if  
inappropriate

hereby gives you notice in accordance with section 110(3) of the Companies Act 1948 that the  
register of members is now kept at:

257 WEST CAMPBELL STREET

GLASGOW G2 4TU

C/O-MESSRS. BREZE, PATERSON & CHAPMAN  
SOLICITORS

in lieu of\*

where it was previously kept

†delete as  
appropriate

Signed

{Director} {Secretary}† Date 4th February 1985

Presentor's name, address and  
reference (if any):

TMCF/RCS

BREZE, PATERSON & CHAPMAN  
SOLICITORS  
257 WEST CAMPBELL STREET  
GLASGOW  
G2 4TU

For official use  
General section

Post room

**G**

COMPANIES FORM No. 353

**353****Notice of place where register of members is kept or of any change in that place**

Note: This notice is not required where the register is and has, since 1 July 1948, always been kept at the Registered Office

Please do not write in this margin

Pursuant to section 353 of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

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80917

Name of company

\* FLEXIGAGE LIMITED

\* insert full name of company

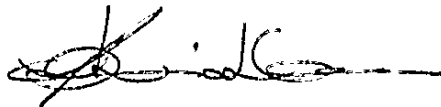
gives notice that the register of members is [now] kept at:

33-34 Charlotte Square  
Edinburgh

Postcode EH2 4HF

† delete as appropriate

Signed



[Director][Secretary]† Date 16.3.89

Presentor's name address and reference (if any):

J E Baldry  
11/12 Hanover Square  
London  
W1A 1DP

For official Use  
General Section

MAR 1989

EDINBURGH

Post room

**G**

COMPANIES FORM No. 325

**Notice of place where register of directors' interests in shares etc. is kept or of any change in that place****325**

Note: This notice is not required where the register is and has always been kept at the Registered Office

Please do not write in this margin

Pursuant to section 325 of and Schedule 13 paragraph 27 to the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

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80917

Name of company

\* FLEXIGAGE LIMITED

\* insert full name of company

gives notice that the register of directors' interests in shares and/or debentures, which is kept by the company pursuant to section 325 of the above Act, is (now) kept at:

KPMG PEAT MARWICK

33/34 CHARLOTTE SQUARE

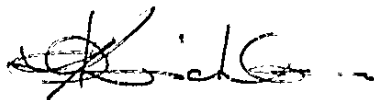
EDINBURGH

Postcode

EH2 4AF

† delete as appropriate

Signed

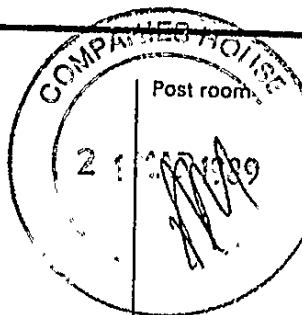


{Director}{Secretary}† Date 20th March, 1989

Presentor's name address and reference (if any):

J E Baldry  
Grand Metropolitan PLC  
11/12 Hanover Square  
London  
W1A 1DP

For official Use  
General Section



Scottish

Company No 80917

THE COMPANIES ACTS 1985 AND 1989

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COMPANY LIMITED BY SHARES

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RESOLUTION  
OF  
FLEXIGAGE LIMITED

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Passed 28 September, 1990

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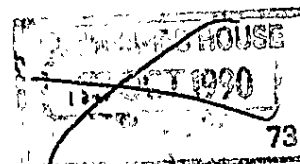
At an EXTRAORDINARY GENERAL MEETING of the above-named Company duly convened and held at 11/12 Hanover Square, London W1A 1DP on 28 September, 1990 the following resolution was passed as an ELECTIVE RESOLUTION in accordance with section 379A of the Companies Act 1985 ("the Act"):

RESOLUTION

That the Company hereby elects:

1. pursuant to S.366A of the Act, to dispense with the holding of annual general meetings;
2. pursuant to S.252 of the Act, to dispense with the laying of accounts before the Company in general meeting; and
3. pursuant to S.386 of the Act, to dispense with the obligation to appoint auditors annually.

  
Chairman



Company No. 80917

**THE COMPANIES ACT 1985**

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**Company Limited by Shares**

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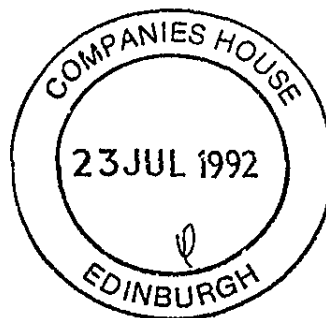
**Special Resolution**

**of**

**Flexigage Limited**

**Passed 3 March, 1992**

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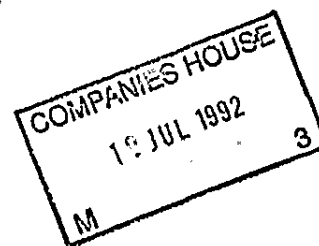
At a general meeting of the above-named company duly convened and held at 20 St James's Square, London SW1Y 4RR on Tuesday, 3 March 1992, commencing at 9.00 am. the following Resolution was duly passed as a SPECIAL RESOLUTION:-

**Resolution**

THAT, having satisfied the provisions of Section 250 of the Companies Act 1985 relating to dormant companies, the Company be exempt from the obligation to appoint auditors as otherwise required by Section 384 of the Act.

A handwritten signature in black ink, appearing to be "D. G. K.", written over a horizontal line.

**Chairman**



Company No. 80917

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

**SPECIAL RESOLUTION**

**OF**

**FLEXIGAGE LIMITED**

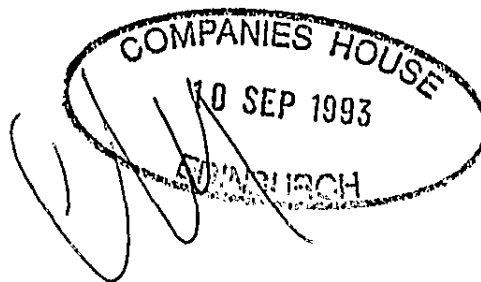
**Passed 27 August 1993**

At an Extraordinary General Meeting of the above-named Company, duly convened and held at 20 St James's Square, London SW1Y 4RR on 27 August 1993 the following resolution was duly passed as a SPECIAL RESOLUTION :-

THAT the regulations contained in the printed document marked "A" submitted to this meeting and, for the purpose of identification, signed by the Chairman hereof be hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing articles thereof.



Chairman





**ARTICLES OF ASSOCIATION**  
**of**

**FLEXIGAGE LIMITED**

**Adopted on 27 August 1993**

**Adoption of Table A**

1. 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.

**Interpretation**

2. Words and expressions which bear particular meanings in Table A shall bear the same meanings in these articles. References in these articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form. Headings are for convenience only and shall not affect construction. If, and for so long as, the company has only one 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 such a company.

**Rights attached to shares**

3. Subject to the provisions of the Act and to any rights conferred on the holders of any other shares, any share may be issued with or have attached to it such rights and restrictions as the company may by ordinary resolution decide, or if no such resolution has been passed or so far as the resolution does not make specific provision, as the directors may decide. Regulation 2 of Table A shall not apply.

**Unissued shares**

4. Subject to the provisions of the Act and to these articles, any unissued shares of the company (whether forming part of the original or any increased capital) shall be at the disposal of the directors who may offer, allot, grant options over or otherwise dispose of them to such



persons at such times and for such consideration and upon such terms and conditions as they may determine.

#### **Initial authority to issue relevant securities**

5. Subject to any direction to the contrary which may be given by the company in general meeting, the directors 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 years from the date of adoption of these articles but may be revoked, varied or renewed from time to time by the company in general meeting in accordance with the Act.

#### **Exclusion of pre-emption rights**

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

#### **Transfer of shares**

7. The directors may, in their absolute discretion and without giving any reason for so doing, decline to register any transfer of any share, whether or not it is a fully paid share. Regulation 24 of Table A shall be modified accordingly.

#### **Notice of general meetings**

8. Notice of every general meeting shall be given to all members other than any who, under the provisions of these articles or the terms or issue of the shares they hold, are not entitled to receive such notices from the company, and also to the auditors or, if more than one, each of them. The last sentence of regulation 38 of Table A shall not apply.

#### **Proceedings at General Meetings**

9. For all purposes of these articles apart from when the company has only one member, a general meeting of the company or of the holders of any class of its shares shall be valid and effective for all purposes if one person being a duly authorised representative of two or more

corporations each of which is a member entitled to vote upon the business to be transacted is present. Regulation 40 of Table A shall be modified accordingly. If, and for so long as, the company has only one member, that member or the proxy for that member or, where that member is a corporation, its duly authorised representative shall be a quorum at any general meeting of the company or of the holders of any class of shares. Regulation 40 of Table A shall be modified accordingly.

#### **Votes of members**

10. At a general meeting, but subject to any rights or restrictions attached to any shares, 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 and every proxy for any member (regardless of the number or the holdings of the members for whom he is a proxy) shall have one vote, and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder. Regulation 54 of Table A shall not apply.

#### **Members may vote when money payable by them**

11. Regulation 57 of Table A shall not apply.

#### **Delivery of proxies**

12. The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority, certified notarially or in some other manner approved by the directors, may be delivered to the office (or to such other place or to such person as may be specified or agreed by the directors) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to act or, in the case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid. The directors may at their discretion treat a faxed or other machine made copy of an instrument appointing a proxy as such an instrument for the purpose of this article. Regulation 62 of Table A shall not apply.

#### **Alternate directors**

13. Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Regulation 65 of Table A shall not apply.

#### **Power to provide for employees**

14. The directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the company or that subsidiary.

#### **Power to receive uncalled moneys**

15. The directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys uncalled and remaining unpaid on any shares held by him.

#### **Delegation of directors' powers**

16. The directors may delegate any of their powers (with power to sub-delegate) to committees consisting of such person or persons (whether directors or not) as they think fit. Regulation 72 of Table A shall be modified accordingly and references in Table A to a committee of directors or to a director as a member of such a committee shall include a committee established under this article or such person or persons.

#### **Appointment and removal of directors by majority shareholders**

17. Any member holding, or any members holding in aggregate, a majority in nominal value of such of the issued share capital for the time being of the company as carries the right of attending and voting at general meetings of the company may by memorandum in writing signed by or on behalf of him or them and delivered to the office or tendered at a meeting of the directors or at a general meeting of the company at any time and from time to time appoint any person to be a director (either to fill a vacancy or as an additional director) or remove any director from office (no matter how he was appointed).

#### **Appointment of directors by board**

18. Without prejudice to the powers conferred by any other article, any person may be appointed a director by the directors, either to fill a vacancy or as an additional director.

#### **No age limit or share qualification**

19. 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.

#### **Exclusion of rotation requirements and other provisions**

20. Regulations 73 to 80 (inclusive) and the last sentence of regulation 84 of Table A shall not apply.

#### **Disqualification and removal of directors**

21. The office of a director shall be vacated not only upon the happening of any of the events mentioned in regulation 81 of Table A but also if he is removed from office pursuant to these articles. Regulation 81 of Table A shall be modified accordingly.

#### **Directors' gratuities and pensions**

22. The directors may exercise all the powers of the company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any director or former director or the relations, connections or dependants of any director or former director who holds or has held any executive office or employment with the company or with any body corporate which is or has been a subsidiary of the company or with a predecessor in business of the company or of any such body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No director or former director shall be accountable to the company or the members for any benefit provided pursuant to this article and the receipt of any such benefit shall not disqualify any person from being or becoming a director of the company. Regulation 87 of Table A shall not apply.

#### **Notice of board meetings**

23. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the company for this purpose, or by any other means authorised in writing by the director concerned. A director absent or intending to be absent from the United Kingdom may request the directors that notices of meetings of the

directors shall during his absence be sent in writing to him at an address or to a fax or telex number given by him to the company for this purpose, but if no request is made to the directors it shall not be necessary to give notice of a meeting of the directors to 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.

#### **Participation in board meetings by telephone**

24. All or any of the members of the board or any committee of the board may participate in a meeting of the board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

#### **Directors may vote when interested**

25. A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject where applicable to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. Regulations 94 and 95 of Table A shall not apply.

#### **Official seal**

26. The company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the directors. 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.

## **Notices**

27. Any notice or other document may be served on or delivered to any member by the company either personally, or by sending it by post addressed to the member at his registered address or by fax or telex to a number provided by the member for this purpose, or by leaving it at his registered address addressed to the member, or by any other means authorised in writing by the member concerned. 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. Regulation 112 of Table A shall not apply.

## **Time of service**

28. Any notice or other document, if sent by post, shall be deemed to have been served or delivered twenty four hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post, or sent by fax or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent. Regulation 115 of Table A shall not apply.