

**SURECLEAN LIMITED**

Registered in Scotland No SC185760  
("the Company")

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WRITTEN RESOLUTIONS of the MEMBERS of the Company passed  
pursuant to Chapter 2 of Part 13 of the Companies Act 2006

*8 September* 2008

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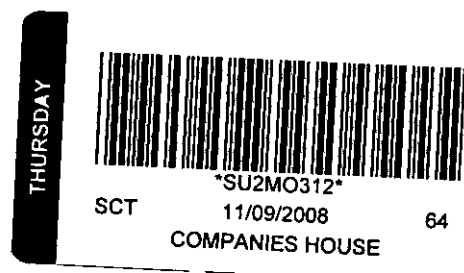
Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 ("the Act"), the Directors of the Company propose that the following resolutions are passed as Special Resolutions as if passed by the Company in General Meeting, namely

**1. Termination Agreement**

That notwithstanding any interest of any director of the Company therein, the Termination Agreement among (1) the Company, (2) Xanthas Limited (3) John Barron, (4) Ian Pirie, and (5) Alan Stewart relating to the termination of a shareholders agreement entered into on 6 March 2007, a copy of which has been produced to the members prior to their execution hereof is hereby approved as being in the best interests of the Company and that authority is hereby given to any one director to sign the same for and on behalf of the Company

**2 Shareholders Agreement**

That notwithstanding any interest of any director of the Company therein, the proposed new Shareholders Agreement among (1) the Company, (2) John Barron, (3) Ian Pirie, and (4) Alan Stewart, a copy of which has been produced to the members prior to their execution hereof is hereby approved as being in the best interests of the Company and that authority is hereby given to any one director to sign the same for and on behalf of the Company



### **3 Cancellation of B Redeemable Preference Shares**

That the 262,000 B Redeemable Preference Shares of £1 00 each in the capital of the Company which have not been taken up or agreed to be taken up at the date of this resolution be cancelled reducing the authorised share capital of the Company from £943,428 to £681,428

### **4. Reclassification of A Redeemable Preference Shares**

That the current class of A Redeemable Preference Shares be reclassified and redesigned as Redeemable Preference Shares such shares having the rights and being subject to the respective restrictions under the Articles of Association annexed hereto

### **5 Reclassification of Ordinary Shares**

That the current two classes of Ordinary Shares, namely A Ordinary Shares and B Ordinary Shares, be reclassified and redesigned as Ordinary Shares

### **6 Sub-division of Ordinary Shares**

That following the reclassification of the current two classes of Ordinary Shares as Ordinary Shares that the 571,428 issued and unissued Ordinary Shares of £1 00 be reclassified and redesigned as 5,714,280 Ordinary Shares of £0 10 each such shares having the rights and being subject to the respective restrictions under the Articles of Association annexed hereto

### **7. Increase in Authorised Share Capital**

That following the changes mentioned above, that the authorised share capital of the Company be increased from £681,428 to £1,000,000 by the creation of 3,185,720 Ordinary Shares of £0 10 each ranking par passu in all respects with the existing ordinary shares of £0 10 each in the capital of the Company

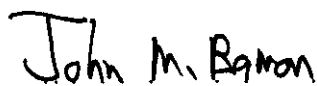
## 8 Adoption of New Articles of Association

That notwithstanding any interest of any director of the Company therein, that the Articles of Association annexed hereto and signed by a director of the Company for identification purposes are hereby adopted as the Articles of Association of the Company in substitution for the existing Articles of Association

### AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Special Resolutions

The undersigned members of the Company, being all the members entitled to vote on the above resolutions on 8 September 2008, hereby irrevocably agree to the Special Resolutions



John Barron

Date

8th September 2008




Ian Pirie

Date

8<sup>TH</sup> SEPTEMBER 2008

  
Alan Stewart

Date *8<sup>th</sup> SEP.* 2008

  
Director  
For and on behalf of Xanthas Limited

Date *James Phillips* 2008

#### NOTES

1 If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand** delivering the signed copy to Ledingham Chalmers LLP, Johnstone House, 52 54 Rose Street, Aberdeen, AB10 1HA (marked "For the attention of Mr Peter Murray"),
- **Post** returning the signed copy by post to Ledingham Chalmers LLP, Johnstone House, 52 54 Rose Street, Aberdeen, AB10 1HA (marked "For the attention of Mr Peter Murray"),
- **Fax** faxing the signed copy to 01224 408404 marked "For the attention of Mr Peter Murray"

If you do not agree to the resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the resolutions, you may not revoke your agreement

3 Unless, by *29 September* 2008, sufficient agreement has been received for the resolutions to pass, they will lapse If you agree to the resolutions, please ensure that your agreement reaches us before or during this date

**SURECLEAN LIMITED**

Registered in Scotland No SC185760  
("the Company")

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WRITTEN RESOLUTIONS of the MEMBERS of the Company passed  
pursuant to Chapter 2 of Part 13 of the Companies Act 2006

*8 September* 2008

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Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that resolution 1 below is passed as an ordinary resolution (the "Ordinary Resolution")

- 1 That the members hereby approve and consent to the Company redeeming 197,000 B Redeemable Preference Shares from Xanthas Limited, such shares to be redeemed at £1 00 per B Redeemable Preference Share pursuant to the Notice addressed to Xanthas Limited, a copy of which has been produced to the members prior to their execution hereof and such Notice is hereby approved as being in the best interests of the Company and authority is hereby given to any one director to sign the same for and on behalf of the Company

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Ordinary Resolution

The undersigned members of the Company, being all the members entitled to vote on the above resolution on *08.09* 2008, hereby irrevocably agree to the Ordinary Resolution

*John M. Barron*

John Barron

Date

*8th September*

2008

*Ian Pirie*

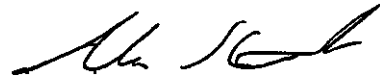
Ian Pirie

Date

*8th September*

2008





Alan Stewart

Date *8<sup>th</sup> SEP* 2008

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JMB  
AS  


**SURECLEAN LIMITED**  
Registered in Scotland No SC185760  
Registered Office Johnstone House, 52 54 Rose Street,  
Aberdeen, AB10 1HA  
("the Company")

### **NOTICE OF REDEMPTION OF B PREFERENCE SHARES**

Pursuant to a resolution of the Board of Directors of the Company we hereby give notice of redemption of 197,000 B Redeemable Preference Shares of £1 00 each in the capital of the Company on 8 September 2008

The shares will be redeemed at £1 00 per B Redeemable Preference Share. The Company shall contemporaneously pay the accrual of the B Preference Dividend which the Company calculates as being £9,494 75 on 8 September 2008. At the same time Payment becomes due on 8 September 2008 and to enable payment to be made on the due date, you are requested to complete the attached form and forward it to the Company Secretary at the registered office of the Company, together with the appropriate share certificate(s).

By Order of the Board

Director

Dated

### **Redemption of B Redeemable Preference Shares**

Name Xanthas Limited (formerly HMS (635) Limited)  
Registered Office 229 Queen's Road, Aberdeen, AB15 8DL  
Number of B Redeemable Preference Shares being redeemed 197,000

We request that you make payment to Xanthas Limited on or before 8 September 2008 of the sum of £197,000 in consideration of the redemption of 197,000 B Redeemable Preference Shares and the sum of £9,494 75 in satisfaction of the accrued B Preference Dividend

Payment may be made by cheque addressed to Xanthas Limited and sent to the Registered Office detailed above or may be made by bank transfer

Details of our bank account are as follows

Bank	The Royal Bank of Scotland plc
Account No	10270823
Sort Code	83 23 10

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Director  
For and on behalf of Xanthas Limited

John M. Barran  
Director

No 185760

The Companies Act 1985

The Companies Act 2006

Private Company Limited by Shares

**NEW**

**ARTICLES OF ASSOCIATION**

(Adopted by Written Resolution passed on 2008)

of

**SURECLEAN LIMITED**

Incorporated on 13 May 1998

**Interpretation**

1 In these Articles, if not inconsistent with the subject or context

Act' means the Companies Act 1985, as amended or re enacted from time to time

"the Auditors" means

- (a) the auditors of the Company holding office at the time when the transfer notice is served or the offer is made, or
- (b) in the event that no auditors hold office at the time when the transfer notice is served or the offer is made, the reporting accountants of the Company holding office at such time, or
- (c) in the event that no auditors or reporting accountants hold office at the time when the transfer notice is served or the offer is made, or in the event that auditors or reporting accountants (as the case may be) hold office but decline to act, an expert nominated by agreement between the directors and the transferor or, in the absence of such agreement, an expert appointed by the president for the time



being of the Institute of Chartered Accountants of Scotland on the application of either the directors or the transferor

"Change of Control"	means the transfer of a Controlling Interest in the Company
"a Controlling Interest"	means an interest in shares in a company conferring in aggregate 50% or more of the total voting rights conferred by all the issued shares in that company
'Equity Share Capital'	means the Ordinary Shares
"Group"	means the Company and its subsidiaries from time to time and "member of the Group" shall be construed accordingly
"Leaver"	means any holder of Shares who is employed by or is a director of any member of the Group and who ceases to be a director or employee of any member of the Group and does not continue as a director or employee of any other member of the Group
'Ordinary Shares'	means the Ordinary Shares of £0 10 each in the capital of the Company
"Ordinary Shareholder"	a holder of Ordinary Shares
"Paid Up"	means paid up or credited as paid up
"Preference Shares"	means the Redeemable Preference Shares of £1 each in the capital of the Company
"Shares"	means any share of any class in the capital of the Company
'Table A'	means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by The Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and The Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826) and as otherwise amended prior to the adoption of these Articles
"Third Party Purchaser"	means a purchaser who is not an existing member of the Company

**Table A**

- 2 The regulations contained in Table A apply to the Company except in so far as they are excluded by or inconsistent with these Articles
- 3 Any proposed amendment to or variation of these Articles or of the Memorandum of Association of the Company shall be deemed to be a variation of the rights attached to the Ordinary Shares
- 4 Regulations 2, 8, 17, 23, 24, 32(a), 40, 41, 50, 64, 65, 73 to 80 inclusive, 89, 94, 97 and 118 of Table A do not apply to the Company

**Share capital**

- 5 The Company does not have power to issue share warrants to bearer
- 6 The provisions of section 89(1) of the Act do not apply to the Company

7 Authorised Share Capital

The share capital of the Company is £1,000,000 divided into 8,900,000 Ordinary Shares and 110,000 Preference Shares

8 1 Income

No dividends shall be payable on the Preference Shares

8 2 Capital

On a return of assets on liquidation, capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows

- (a) first, in paying to the holders of the Preference Shares the subscription price per share (£1 00), and
- (b) the balance of such assets shall be distributed amongst the holders of the Ordinary Shares in proportion to the amounts paid up or credited as paid up on the Ordinary Shares held by them respectively

8 3 Redemption

- (a) Subject to the provisions of the Act, the Preference Shares shall be redeemed in the numbers (pro rata between or among the holders of the class according to their respective holdings) and on the date set out below

<u>Redemption Date</u>	<u>Number of Shares Redeemable</u>
1 January 2011	110,000

and any shares not redeemed on the due date shall be redeemed forthwith upon redemption becoming permissible under the Act

- (b) Subject as aforesaid, the Company may, in advance of the due date for redemption, redeem (pro rata as aforesaid) the Preference Shares in whole or in part but if in part only then in a tranche of 10,000 Preference Shares or any multiple thereof
- (c) On the dates fixed for any redemption the Company shall pay to each registered holder of the Preference Shares to be redeemed the amount payable in respect of such redemption and upon receipt of that amount each such holder shall surrender to the Company the certificates for his Preference Shares which are to be redeemed in order that they may be cancelled. If any certificate so surrendered includes any Preference Shares not redeemable at that time the Company shall issue a fresh certificate for the balance of the Preference Shares not redeemable to the holder
- (d) The Company shall pay on each of the Preference Shares so redeemed the sum of £1

8 4 Voting

- (a) Subject to any special rights or restrictions as to voting attached to any shares by or in accordance with these Articles of Association, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a representative not being himself a member shall have one vote, and on a poll every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of shares in the Equity Share Capital of the Company of which he is the holder
- (b) The holders of the Preference Shares in that capacity shall not be entitled to receive notice of any general meetings and shall not be entitled to attend or vote thereat

9 Allotment

9 1 PRE EMPTION ON ALLOTMENT

9 1 1 Unless in any particular case the holders of 75% for the time being of the issued Ordinary Shares in the capital of the Company otherwise agree, all shares (whether forming part of the share capital of the Company at the date of adoption of these Articles or hereafter created) which it is determined to issue shall be offered in the first instance to all the holders of Ordinary Shares in the Company in proportion to the number of Ordinary Shares in the Company held by them respectively. The person to whom the offer is made may elect to accept such offer in respect of a lesser number of shares than his entitlement and to decline in respect of the balance. Such offer shall be made by notice specifying the number of shares to which each holder is entitled and prescribing a time (not being less than fourteen days) after which the offer, if not previously accepted, shall be deemed to be declined.

9 1 2 After the expiration of that time or on receipt of an intimation from the person to whom the offer is made that he declines to accept any or all of the shares offered those shares so declined or deemed to be declined shall be offered in the proportion aforesaid to the persons who have within the prescribed time accepted all the shares offered to them. Such further offer shall be made in the same manner and limited by a like prescribed time as the original offer. Such further offer shall be repeated until such time as either (1) all the shares have been accepted, or (2) each member has or is deemed to have declined to accept any further shares.

9 1 3 Any shares not accepted pursuant to such offer or further offers as aforesaid shall be under the control of the directors who may dispose of such remaining shares in such manner as they deem most beneficial to the Company.

9 1 4 The directors may, in such manner as they deem most beneficial to the Company dispose of any shares which (by reason of the ratio which the shares which it is determined to issue bear to the shares held by a person entitled to receive notice as aforesaid) cannot in the opinion of the directors be conveniently offered under this sub-article.

9 1 5 For the purposes of this sub article only the executors or administrators of a deceased member who was a sole holder shall be treated as the holders of the shares registered in the name of the deceased member.

9 2 OVERRIDING PROVISION

9 2 1 Notwithstanding the provisions of sub article 9 1, such number of shares may be allotted and issued to such person, whether or not that person is a member of the Company, and at such price as the whole members of the Company may agree in writing.

9 3 DIRECTORS AUTHORITY TO ALLOT

9 3 1 The directors are unconditionally authorised for the purpose of section 80 of the Act to

exercise for a period of four years from the date of adoption of these Articles any power of the Company to allot any shares of the Company from time to time unissued (including "relevant securities" as defined in section 80(2) of the Act) up to the total amount of the authorised share capital of the Company at the date of adoption of these Articles

- 10 The Company may by special resolution, whether or not all the shares for the time being authorised have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by new shares of such number and class as the special resolution prescribes
- 11 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time and in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it

#### **Transfer of shares    General**

- 12 1 Save as permitted by this Article 12 no transfer of any Shares or any interest in Shares shall be made unless all of the Shareholders agree in writing to such transfer
- 12 2 The instrument of transfer of any Share shall be executed by or on behalf of the transferor. In the case of a partly paid Share, the instrument of transfer must also be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the register of members in respect of it
- 12 3 The directors shall be obliged to register a transfer of Shares made in accordance with this Article 12 provided that it is presented to them for approval, duly stamped, together with the relative Share Certificate (or an indemnity in usual form in lieu thereof) but shall otherwise decline to register any transfer of Shares
- 12 4 The restrictions on transfer contained in this Article 12 shall apply to any transfer of shares or of any interest in any Shares, whether by operation of law, on death or otherwise
- 12 5 The following definitions will apply for the purposes of this Article 12

"Privileged Relation"

in relation to a member means the spouse or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's

children,

**"Family Trust"**

in relation to a settlor means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of

- (a) that settlor and/or a Privileged Relation of that settlor, or
- (b) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities),

and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the Trust by any person other than the trustees or the Settlor or the Privileged Relations of the Settlor,

**"Settlor"**

includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased member

Notwithstanding any other provision in these Articles, any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any Ordinary Shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust of which he is the Settlor

**12 6 Where any Shares are held by Trustees upon a Family Trust**

- (a) on any change of trustees, such Shares may be transferred to the new trustees of that Family Trust,
- (b) such Shares may be transferred at any time to the Settlor or to another Family Trust of which he is the Settlor or to any Privileged Relation of the Settlor

**Voluntary Transfers – Pre-emption**

**12 7 Ordinary Shares**

12 7 1 Any Ordinary Shareholder wishing to transfer any Ordinary Shares (a "Proposing Transferor") shall give notice in writing of that fact to the Company (a "Transfer

Notice"), stating the number of Ordinary Shares ("the Sale Shares") he wishes to sell and the price per Sale Share at which he is willing to sell the Sale Shares ("the Specified Price") A Transfer Notice shall constitute the Company as the agent of the Proposing Transferor to act in accordance with the following provisions of this Article 12

- 12 7 2 A Transfer Notice (other than one deemed given in terms of Article 12 8) may be retracted by the Proposing Transferor (in relation to all but not some only of the Sale Shares and at any time prior to the allocation of the Sale Shares in accordance with Article 12 7 4 but not thereafter) by the Proposing Transferor giving written notice to that effect to the Company
- 12 7 3 Upon receipt or deemed receipt by the Company of a Transfer Notice the Board shall forthwith (or forthwith upon the determination of the Specified Price, where appropriate) give written notice to the remaining Ordinary Shareholders in the Company of the Specified Price inviting each such shareholder to state by notice in writing to the Company within 30 days thereafter whether he is willing to purchase any and, if so, what maximum number of the Sale Shares ("Maximum") he is willing to purchase at the Specified Price A person who pursuant to such a notice expresses a willingness to purchase Sale Shares at the Specified Price is referred to below as a "Purchaser"
- 12 7 4 At the expiry of the said period of 30 days the Board shall allocate the Sale Shares to or amongst the Purchasers, such allocation in the case of competition to be made pro rata to the number of Ordinary Shares held by each Purchaser, provided always that individual allocations shall not exceed the Maximum which the relevant Purchaser shall have expressed a willingness to purchase The Board shall give written notice of such allocation to all members of the Company within 7 days of such allocation being made
- 12 7 5 Upon such allocation being made the Purchasers to or amongst whom such allocation has been made shall be bound to pay the Specified Price for, and to accept a transfer of, the Sale Shares so allocated to them respectively and the Proposing Transferor shall be bound upon payment of the Specified Price to transfer such Shares to the respective Purchasers
- 12 7 6 If in any case a Proposing Transferor, after having become bound to transfer Shares as aforesaid makes default in so doing the Company may receive the Specified Price and the Board may appoint some person to execute instruments of transfer of such Shares in favour of the Purchasers and shall thereupon subject to such transfers being properly stamped (if applicable) cause the names of the Purchasers to be entered into the register of members as the holders of the Shares and shall hold the Specified Price in trust for the Proposing Transferor The receipt of the Company therefor shall be a good discharge to the Purchasers and after the names shall have been entered in the register of members in exercise of the aforesaid power the validity of the transactions shall not be questioned by any person
- 12 7 7 If at the expiry of the period of 30 days referred to in Article 12 7 3 above any of the Sale Shares have not been allocated in accordance with this Article 12 7 3 to 14 7 6 then

- (a) if the Transfer Notice in question was deemed to be given in accordance with Article 12 7 the Sale Shares not so allocated shall remain registered in the name of the Leaver (or, in the case of death or bankruptcy shall be registered in the name of his personal representative or trustee in sequestration), and
- (b) in any other case, the Proposing Transferor may (at any time during the period of 30 days following the expiry of the period of 30 days referred to in Article 12 7 3 above) transfer all or some only of the Sale Shares not so allocated to any person at a price per Sale Share not less than the Specified Price of those Shares, and the directors shall be obliged to register and give effect to such a transfer upon the relevant share transfer form, duly stamped, and the relevant share certificate (or an indemnity in lieu in usual form) being presented to them

## 12 8 Leavers

12 8 1 Any Leaver shall (whether or not he has already done so) be deemed on the date upon which he becomes a Leaver to have served a Transfer Notice in respect of his entire shareholding of Shares and all Shares then held by the Leaver's Privileged Relations and/or Family Trusts (other than shares which the Directors are satisfied were not acquired by such holders either (i) directly or indirectly from the Leaver or (ii) by reason of their connection with the Leaver, and the decision of the board of Directors in this respect will be final) The following provisions of this Article 12 8 shall apply to such a Transfer Notice

12 8 2 A Transfer Notice deemed given by a Leaver shall constitute the Company as the agent of the Leaver for the sale of the entire shareholding of the Leaver and the provisions of Article 12 7 shall apply to that Transfer Notice as though it had been given voluntarily save that the Specified Price shall be such price as shall be agreed with the holders of in excess of 60% of the Ordinary Shares on or before the day falling seven days after the Transfer Notice is deemed to be given failing such agreement the Specified Price shall be the fair value of the Sale Shares as determined by the opinion of the Auditors, as at the date upon which the Transfer Notice is deemed given, without the application of a discount to reflect the fact that those Shares represent a minority shareholding and without addition of a premium in the event that those Shares would operate to confer control of the Company on any party and on the assumption the Sale Shares are capable of transfer without restriction

## 12 9 Tag Along

12 9 1 Notwithstanding any other provision in these Articles, no sale or transfer or other disposition of any interest in any Share to any Third Party Purchaser (the "Specified Shares") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has *made a bona fide offer in accordance with these Articles to purchase at the Specified Price* (defined in Article 12 9 3), all the shares in the Equity Share Capital of the Company held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser (the "Uncommitted Shares")

12 9 2 An offer made under Article 12 9 1 shall be in writing open for acceptance for at



least 21 days and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer

12 9 3 For the purposes of this Article 12 9

- (a) the expressions "transfer", "transferor" and "transferee" include respectively the renunciation of a renounceable letter of allotment, and any renouncer and renouncee of such letter of allotment,
- (b) the expression "Specified Price" means the higher of a price per share at least equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any Shares within the last six months (including to avoid doubt the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares, Provided always that an equal value shall be attributed to all Shares in the Equity Share Capital of the Company including the Specified Shares,
- (c) if any part of the Specified Price is payable otherwise than in cash any Member may require, as a condition of his acceptance of the offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares, and
- (d) if the Specified Price or its cash equivalent cannot be agreed between the Third Party Purchaser and Members holding at least 75% of the Shares concerned (excluding the Third Party Purchaser and persons acting in concert or otherwise connected with him), within 21 days of the proposed sale or transfer referred to in Article 12 9 1, the matter may be referred by any Member to the Auditors to be determined by them as soon as reasonably practicable and acting as experts and not as arbiters and whose decision shall be final and binding on all the parties and, pending its determination, the sale or transfer referred to in Article 12 9 1 shall have no effect

**General meetings**

- 13 The powers of consolidation, division, sub division and cancellation of the share capital of the Company conferred by regulations 32(b), (c) and (d) of Table A shall be exercised by special resolution
- 14 *No business shall be transacted at any general meeting unless the requisite quorum is present* Two members present in person or by proxy (or, in the case of a corporate member, by representative) shall be a quorum for all purposes
- 15 If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a

holiday, to the next following working day) in the next week but one and at the same time and place or to such other date, time and place as the directors determine (not being more than 30 days nor less than 10 days after the date appointed for the general meeting unless agreed by the holders of not less than eight tenths in nominal value of the shares entitled to vote at the meeting)

- 16 If within half an hour from the time appointed for a reconvened general meeting convened in accordance with article 17 a quorum is not present, the meeting shall stand adjourned to the same day (or, if that day is a holiday, to the next following working day) in the next week but one and at the same time and place or to such other date, time and place as the directors determine (not being more than 30 days nor less than 10 days after the date appointed for the general meeting unless agreed by the holders of not less than eight tenths in nominal value of the shares entitled to vote at the meeting)
- 17 Where a meeting is adjourned under article 15 or 16 for 10 days or more, not less than 7 days' notice of the adjourned meeting shall be given as in the case of an original meeting
- 18 A member or members holding more than one half of the issued ordinary share capital of the Company may at any time appoint any person to be a director, either to fill a vacancy or as an additional director, and to remove from office any director howsoever appointed
- 19 The Chairman shall have no casting vote
- 20 If the chairman fails to attend any meeting of the Board, the Directors present shall be entitled to appoint another Director to act as chairman in his place at the meeting

#### **Directors**

- 21 The directors shall unless otherwise determined by a special resolution of the Company be not more than eight in number
- 22 A director does not require a shareholding qualification, but is nevertheless entitled to notice of and to attend and speak at any general meeting

#### **Powers and duties of directors**

- 23 Subject to the provisions of the Act, a director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a director. A director may vote in respect of the contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company. He may also be counted in the quorum at any meeting at which the matter is considered

#### **Disqualification of directors**

- 24 Regulation 81 of Table A shall be amended by substituting the following for

paragraphs (c) and (e)

- (c) he becomes, in the opinion of all his co directors, incapable by reason of mental disorder of discharging his duties as a director, or
- (e) he is otherwise duly removed from office

A director shall not be required to vacate his office or be ineligible for re election, and no person shall be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age

### **Proceedings of directors**

- 25 Regulation 88 of Table A shall be amended by substituting for the sentence

It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom

the following sentence

Notice of every meeting of directors shall be given to each director, including directors who are absent from the United Kingdom and have given the Company their addresses outside the United Kingdom

- 26 Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present The chairman shall not have a second or casting vote and regulation 88 of Table A shall be modified accordingly
- 27 The quorum necessary for the transaction of business at any meeting of the directors or of any committee is at least two directors Regulation 89 of Table A shall be amended accordingly
- 28 The words `of filling vacancies, or' shall be omitted from regulation 90 of Table A

### **Capitalisation of profits**

- 29 The words `special resolution' shall be substituted for the words `ordinary resolution' in regulation 110 of Table A

### **Notices**

- 30 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including facsimile and electronic mail A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed Regulations 111 and 112 of Table A shall be amended accordingly

**Indemnity**

- 31 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part, or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company. The Company may purchase and maintain for any person to whom this article applies insurance against any liability in respect of which he is entitled to be indemnified.