

Company No. 906680

PRIVATE LIMITED COMPANY

WRITTEN RESOLUTION

of

MMC GROUP LIMITED

We, the undersigned, being all the members of the above named Company for the time being entitled to attend and vote at general meetings of the Company, hereby pass the following resolution as a Special Resolution of the Company pursuant to Section 381A of the Companies Act 1985 and agree that such resolution shall be as valid and affective for all purposes as if the same had been passed at a general meeting of the Company duly convened and held :-

SPECIAL RESOLUTION

THAT the Articles of Association in the form annexed hereto marked "A" be and are hereby adopted by the Company in place of and to the exclusion of the existing Articles of Association and all regulations incorporated therein.



NAME

SIGNATURE

DATE

J.M. McCullagh

Handwritten signature of J.M. McCullagh in black ink.

5 December 2006

T.M. McCullagh

Handwritten signature of T.M. McCullagh in black ink.

5 December 2006

R.M. McCullagh

Handwritten signature of R.M. McCullagh in black ink.

5 December 2006

The Companies Act 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
MMC GROUP LIMITED

(Adopted by Written Resolution dated 5 December 2006)



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1. PRELIMINARY

The regulations contained or incorporated in Table A in the First Schedule to the Companies (Tables A to F) Regulations 1985 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.

2. INTERPRETATION

In these Articles and in Table A the following expressions have the following meanings unless inconsistent with the context:

"the Act"	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force
"Agreed Proportions"	the respective proportions from time to time that the issued shares held by each shareholder represents of the total issued share capital of the Company
"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution
"Board"	the board of directors of the Company
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect
"the directors"	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company
"executed"	includes any mode of execution

“holder or “shareholder”	in relation to shares means the member whose name is entered in the register of members as the holder of the shares
“office”	the registered office of the Company
“Relevant Agreement”	means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles;
“seal”	the common seal of the Company (if any)
“secretary”	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
“share”	includes any interest in a share
“the United Kingdom”	Great Britain and Northern Ireland

Unless the context otherwise requires, words or expressions contained in these Articles and in Table A bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of Table A shall not apply to the Company.

3. SHARE CAPITAL

- 3.1 The authorised share capital of the Company at the time of adoption of these Articles is £127,000 divided into 127,000 ordinary shares of £1 each. All of the shares shall rank *pari passu* in all respects.
- 3.2 Save as may be provided by regulation 110 of Table A as amended by these Articles, all shares which the directors propose to issue shall be dealt with in accordance with the following provisions of this **Article 3.2**:

- 3.2.1 any shares proposed to be issued shall first be offered to the shareholders in proportion to the number of existing shares held by them respectively, unless the Company shall by special resolution otherwise direct;
- 3.2.2 each such offer shall be made by notice specifying the total number of shares being offered to the members as a whole, the proportionate entitlement of the member to whom the offer is made and the price per share (which shall be the same for each share) and shall require each member to state in writing within a period (not being less than fourteen days) specified in the notice whether he is willing to take any and, if so, what maximum number of the said shares up to his proportionate entitlement;
- 3.2.3 an offer, if not accepted within the period specified in the notice as regards any shares, will be deemed to be declined as regards those shares. After the expiration of such period, any shares so deemed to be declined by any holder of shares shall be offered in the proportions aforesaid to the holders of shares who have, within the said period, accepted all the shares offered to them.. If any shares comprised in such further offer are declined or deemed to be declined the directors shall offer the shares so declined to any remaining holders of shares in proportion to the number of shares in the capital of the Company held by them respectively; such further offers shall be made in the same manner and limited by a like period as the original offer;
- 3.2.4 any shares not accepted pursuant to such offer and further offers made in accordance with this **Article 3.2** or not capable of being offered as aforesaid except by way of fractions shall not be issued;
- 3.2.5 any shares released from the provisions of this **Article 3.2** by special resolution in accordance with **Article 3.2.1** 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.
- 3.3 The provisions of Article 3.2 shall have effect subject to section 80 of the Act.

- 3.4 Regulation 4 of Table A and, in accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

4. LIEN

The Company shall have a first and paramount lien on 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 8 of Table A shall be modified accordingly.

5. CALLS ON SHARES AND FORFEITURE

There shall be added at the end of the first sentence of regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

6. TRANSFER OF SHARES

6.1 General

- 6.1.1 No Shares or any interest therein shall be transferred and the directors shall not register any transfer of Shares in the Company except in circumstances where the transfer is permitted by or is made under the provisions of this Article.
- 6.1.2 Any transfer or purposed transfer of any Share or of any interest therein made otherwise than in accordance with this Article shall be void and of no effect whatsoever.
- 6.1.3 The directors may in their absolute discretion refuse to register any transfer:-
- (i) of a Share which is not fully paid or over which the Company has a lien;
 - (ii) which is not lodged at the office or such other place as they may appoint accompanied by the certificate for the Shares to which it relates and such other evidence as the directors may reasonably require to show the right of the Transferor to make the transfer;

- (iii) which is in favour of more than four transferees or is in favour of a transferee who is not legally competent.

6.1.4 The Transferor of any Share 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 thereof.

6.2 Interpretation

For the purposes of this **Article 6**:-

- 6.2.1 **“Controlling Interest”** means an interest (within the meaning of Schedule 13, Part 1 and Section 324 of the Act) in Shares conferring in the aggregate more than one half of the total voting rights conferred by all the Shares for the time being in issue and conferring the right to vote at all general meetings;
- 6.2.2 **“Offeror”** means a person who has or persons who have (as the case may be) made a bona fide offer to acquire Shares or made a Takeover Offer;
- 6.2.3 **“Open Market Value”** means the value of the Company attributable to shareholders and shall be such sum as may be agreed between the Transferor and the Board or in default of such agreement such sum as a Valuer shall report in writing as being in his opinion the open market value of all of the issued share capital of the Company as a going concern on a sale between a willing buyer and a willing seller;
- 6.2.4 **“Permitted Transfer”** means a transfer of a Share that has been approved in writing by the holders of not less than 75% of the issued share capital of the Company or pursuant to Article 6.6.1;
- 6.2.5 **“Sale Shares”** means any Shares the subject of a Transfer Notice;
- 6.2.6 **“Share”** means an issued share in the capital of the Company;
- 6.2.7 **“Takeover Offer”** means a bona fide written offer on arm's length terms from an independent third party (not being a member of the Company nor a person associated, connected or acting in concert with a member) to purchase a Controlling Interest in the Company;

- 6.2.8 **"Transfer"** includes a renunciation of any allotment of Shares or of any rights to subscribe for or receive an allotment of Shares and any other disposition, sale, assignment or otherwise of any interest in any Share whether legal beneficial or otherwise and whether or not for consideration and whether or not by written disposition, transmission or by operation of law or otherwise;
- 6.2.9 **"Transfer Notice"** means a notice given or deemed to be given under **Article 6.3.1 or 6.4.2**, as the case may be;
- 6.2.10 **"Transferor"** means (as the context requires) a person wishing to transfer Shares or a person offering or transferring Shares;
- 6.2.11 **"Transfer Value"** means
- (i) if the Transferor has received a bona fide offer or a Takeover Offer and has given notice thereof to the Board in accordance with **Article 6.4.2**, the amount per Share of the consideration offered (or the fair value thereof);
 - (ii) in any other case a sum per Share equal to the Open Market Value divided by the number of Shares then in issue;
- 6.2.12 **"Valuer"** means an independent Chartered Accountant appointed by agreement between the Board and the Transferor or, failing agreement, appointed on the application of either the Board or the Transferor by the President for the time being of the Institute of Chartered Accountants in England and Wales to report on the Open Market Value.
- In reporting the Valuer shall be deemed to be acting as an expert and not as arbitrator and his report shall be in writing addressed and produced to the Company and shall be final and binding, in the absence of manifest error therein. The Board shall procure that any such report is obtained with due expedition and the cost of obtaining it shall be borne by the Company;

6.3 Mandatory Offers

- 6.3.1 On the death of any shareholder or the occurrence of any other event specified for the purpose of this Article 6.3 in a Relevant Agreement the

directors may at their election at any time within six months of the date of the death or occurrence of the relevant event give notice in writing under this **Article 6.3** to the personal representatives of the deceased shareholder or trustee of the Shareholder or the shareholder himself (as the case may be) in respect of all of the Shares in the Company held by that member be offered to the other shareholders in the Company (a "**Compulsory Transfer Notice**") or may give notice in writing to the personal representatives trustee or shareholder himself that none of those Shares need to be offered to the other shareholders (a "**Waiver Notice**"). If neither a Compulsory Transfer Notice nor a Waiver Notice has been given at the end of six months from the date of death or the occurrence of the relevant event then a Compulsory Transfer Notice shall be deemed to be given at that time.

- 6.3.2 A Compulsory Transfer Notice given or deemed to be given under **Article 6.3.1** shall have the same effect as if a Transfer Notice in respect of the relevant Shares had been served by the holder(s) of them under **Article 6.4.2**.

6.4 Pre-emption Rights

- 6.4.1 Except for a Permitted Transfer or as provided in Article 6.5, no member shall transfer any Share except by a transfer which meets the following requirements of this **Article 6.4**.
- 6.4.2 If a member wishes to transfer or offer any Share he shall first give a written Transfer Notice to the Board specifying the number of Shares he wishes to transfer or offer. If the Transferor has received a bona fide offer for any Shares, then he shall also give written notice specifying:-
- (i) the name and address of the Offeror;
 - (ii) the consideration to be given to the Transferor for the proposed transfer; and
 - (iii) all other material terms and conditions of the offer.

If the consideration to be paid for such Shares is other than cash the Transferor shall specify in the Transfer Notice the fair market value of such

consideration and shall include a qualified accountant's valuation in support thereof.

6.4.3 A Transfer Notice shall authorise the Company to sell the Sale Shares in accordance with the provisions of this **Article 6.4**.

6.4.4 On receipt of a Transfer Notice or the giving of a notice under **Article 6.3** the Sale Shares shall be offered to the other shareholders and (if the directors so resolve) to the Company. Such offers shall be made within five days of receipt (or deemed receipt) of the Transfer Notice or (if later) of the agreement or determination of the Open Market Value. The Company shall make the offers by:

- (i) written notice to all other shareholders specifying the name of the Transferor, the number of Sale Shares and the Transfer Value and (if the Transfer Value is based upon a bona fide offer) the details of such offer given to the Company in accordance with **Article 6.4.2**; and
- (ii) if the directors have resolved that any of the Sale Shares be offered to the Company, notice to convene as soon as reasonably possible an Extraordinary General Meeting to consider such resolutions as would be required to authorise such purchase; and
- (iii) inviting each shareholder to whom it is given to apply in writing to the Company within twenty one days of the date of despatch of the notice (which shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as he shall specify in such application.

6.4.5 If at the end of the period of twenty-one days referred to above or, if later, after the conclusion of the extraordinary general meeting referred to in **Article 6.4.4**

(ii), shareholders and/or the Company shall have applied for all of the Sale Shares the Secretary of the Company shall allocate the Sale Shares:-

- (i) first to the Company up to the number of the Sale Shares it has resolved to purchase;

- (ii) secondly, to and amongst the shareholders applying for the Sale Shares and, to the extent there is competition between such applicants, pro rata to the number of Shares of which they are respectively registered as holders provided that no shareholder shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid and that all requisite adjustments shall be made in the event that any applicant allocated Sale Shares shall fail to complete the purchase of the same when required to do so in accordance with this Article.

6.4.6 The Secretary of the Company shall forthwith give notice in writing of the allocation of Sale Shares made pursuant to **Article 6.4.5** (specifying the names and addresses of the purchasers, the number of Shares agreed to be purchased by them respectively and the time and place at which the purchases shall be completed, being not less than seven days or more than twenty eight days after the date of such notice) to the Transferor and to the persons to whom Sale Shares have been allocated and the Transferor shall thereupon be bound to transfer all (but not some only) of the Shares allocated upon payment of the specified price for them and the purchasers shall be bound to purchase their allocation of them accordingly.

6.4.7 Where the Sale Shares are not sold to the Company or shareholders in accordance with the previous provisions of this Article, the Transferor shall be entitled at any time during the month following the dates specified by the Secretary of the Company in **Article 6.4.6** (or if no-one has applied to purchase the Sale Shares, the month following the end of the twenty one day period specified in **Article 6.4.4** (iii)) to transfer the Sale Shares to the Offeror on the terms and conditions of the Transfer Notice or (if there is no Offeror) to any other person at a price no lower than the Transfer Value.

6.4.8 If any Transferor defaults in accepting payment of the purchase price for any Shares to be sold by it in accordance with this Article 6.4, or as the case may be in transferring the same the directors may receive such purchase money

and may nominate some person to execute an instrument of transfer of such Shares in the name and on behalf of such member and thereafter when such instrument has been duly stamped the directors shall cause the name of the purchaser to be entered in the register of members as the holder of such Shares and where applicable shall hold the purchase money in trust without interest for the Transferor. The receipt of the directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

6.5 Takeover Offers (Tag Along and Drag Along Rights)

- 6.5.1 If any shareholder(s) (the “**Seller(s)**”) receive and wish to accept a Takeover Offer, the Seller(s) shall not accept it unless he is or they are first able to procure that an offer is made to all the other shareholders to purchase all of their Shares in the Company on no less favourable terms than those contained in the Takeover Offer.
- 6.5.2 If Seller(s) holding Shares that confer more than 75% of the total voting rights of all Shares then in issue wish to accept a Takeover Offer in respect of all of the Shares they hold (and provided that the Offer is extended to all other shareholders in accordance with **Article 6.5.1**) all of the shareholders shall be deemed to have consented to the sale of Shares in the Company by the Seller(s) and any other shareholders who wish to do so to the person making the Takeover Offer on the terms of the Takeover Offer and the pre-emption provisions of **Article 6.4** shall not apply to such a transfer of those Shares.
- 6.5.3 If the Takeover Offer is conditional upon the person making it being able to acquire the whole of the issued share capital of the Company and if the Seller(s) hold Shares that confer more than 75% of the total voting rights of all Shares then in issue, the Sellers may give notice (a “**Compulsory Sale Notice**”) to all (but not some only) of the other shareholders giving details of

the Takeover Offer (including the proposed price and the place, date and time of completion of the proposed purchase being a date not less than 14 days from the date of the Compulsory Sale Notice).

- 6.5.4 Every shareholder who is given a Compulsory Sale Notice shall sell all of his Shares to the proposed purchaser at the price per share and on the terms specified in the Takeover Offer.
- 6.5.5 If any shareholder fails to complete such sale at the appointed place and time, the provisions of **Article 6.4.8** shall apply as if such member were a defaulting Transferor as therein described.
- 6.5.6 No shareholder shall be required to comply with a Compulsory Sale Notice unless the Seller(s) shall sell their Shares to the Offeror at completion subject at all times to the Seller(s) being able to withdraw the Compulsory Sale Notice at any time prior to completion by giving notice to the Company to that effect, whereupon each Compulsory Sale Notice shall cease to have effect.

6.6 General

- 6.6.1 The provisions of this **Article 6** (inclusive) may be waived in any particular case if all the members give their consent in writing.
- 6.6.2 For the purpose of ensuring that a transfer of shares is permitted pursuant to the provisions of these Articles or that no circumstances have arisen whereby a transfer notice may be required to be given, the directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. In any case where the

directors have duly required by notice in writing a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of thirty days from such notice such Transfer Notice shall be deemed to have been given at the end of the period of thirty days and such Transfer Notice shall be deemed to specify as the price per share the Open Market Value of each share and the provisions of **Article 6.4** shall *mutatis mutandis* apply.

7. TRANSMISSION OF SHARES

In the application of regulations 29 to 31 of Table A to the Company and subject to

Articles 6 and 23:

- 7.1 any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall give a Transfer Notice before he elects in respect of any share to be registered himself or to execute a transfer;
- 7.2 if a person so becoming entitled shall not have given a Transfer Notice in respect of any share within six months of the death or bankruptcy, the directors may at any time thereafter by notice in writing require such person within thirty days of such notice to give a Transfer Notice in respect of all the shares to which he has so become entitled and for which he has not previously given a Transfer Notice and if he does not do so he shall at the end of such thirty days be deemed to have given a Transfer Notice pursuant to **Article 6** relating to those shares in respect of which he has still not done so;
- 7.3 where a Transfer Notice is given or deemed to be given under this Article and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the directors, be certified in writing by the auditors in accordance with **Article 6.3** as the Open Market Value thereof.

8. GENERAL MEETINGS

The directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

9. NOTICE OF GENERAL MEETINGS

- 9.1 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and regulation 38 of Table A shall be modified accordingly. The words "or a resolution appointing a person as a director" and paragraphs (a) and (b) in regulation 38 of Table A shall be deleted and the words "in accordance with section 369(3) of the Act" shall be inserted after the words "if it is so agreed" in that regulation.
- 9.2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors, the appointment of, and the fixing of the remuneration of the auditors and the giving or renewal of any authority in accordance with section 80 of the Act.
- 9.3 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act 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.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1 No business shall be transacted at any general meeting unless a quorum of members is present throughout the meeting. A quorum shall consist of two members present in person or by proxy save that if and for so long as the Company has only one person as a member, one member present in person or by proxy shall be a quorum.
- Regulation 40 of Table A shall not apply to the Company.
- 10.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore such adjourned general meeting shall be dissolved. Regulations 41 and 50 of Table A shall not apply to the Company.

10.3 A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be altered accordingly.

11. VOTES OF MEMBERS

11.1 Regulation 54 of Table A shall not apply to the Company. 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 entitled to vote who is present in person or by proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, each member shall have one vote for each share of which he is the holder; provided that if, on a poll being taken on a motion relating to any matter specified for the purpose of this Article 11.1 in any Relevant Agreement, the votes cast in favour of the motion exceed the votes cast against it but the holders of not less than 26 per cent in nominal value of the issued shares have voted against the motion, such holders shall be deemed to have been entitled to, and to have cast collectively, so many additional votes as are equal to the excess with the consequence that the motion shall be deemed not to have been carried.

11.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in regulations 57 of Table A.

11.3 A member shall not be entitled to appoint more than one proxy to attend and vote on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

12. NUMBER OF DIRECTORS

Regulation 64 of Table A shall not apply to the Company.

13. ALTERNATE DIRECTORS

13.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the

director appointing him is not personally present and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled to receive any remuneration from the Company, save that he may be paid by the Company 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. Regulation 66 of Table A shall not apply to the Company.

13.2 A director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of 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 and the final sentence of regulation 88 of Table A shall not apply to the Company.

13.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 13.1 to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply to the Company.

14. APPOINTMENT AND RETIREMENT OF DIRECTORS

14.1 The number of directors of the Company shall not be less than two nor more than three. Each holder of not less than the 30% of the shares in issue shall be entitled to appoint and remove one director subject to the provisions of any Relevant Agreement. Each such appointment and removal shall subject as aforesaid be by notice in writing under hand of the relevant shareholder and shall take effect upon lodgement at the office or on delivery to a meeting of the directors.

The directors shall not be required to require by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

15. DISQUALIFICATION AND REMOVAL OF DIRECTORS

Notwithstanding the provisions of Article 14.1 the office of a director shall be vacated if:

- 15.1 he resigns his office by notice to the Company; or
- 15.2 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated,
- 15.3 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or
- 15.4 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 15.5 he is, or may be, suffering from mental disorder and either:
- 15.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland an application for admission under the Mental Health (Scotland) Act 1960, or
 - 15.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or

and regulation 81 of Table A shall not apply to the Company.

16. GRATUITIES AND PENSIONS

Regulation 87 of table A shall not apply to the Company and the directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27(3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

17. PROCEEDINGS OF THE DIRECTORS

- 17.1 Subject to the provisions of the Act and of any Relevant Agreement, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:

- 17.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 17.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 17.1.3 may, or any firm or company of which he is a member or director may, act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 17.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 17.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of **Articles 17.1.1 to 17.1.4** (inclusive) or an any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

17.2 For the purposes of **Article 17.1**:

- 17.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 17.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 17.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted)

connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

17.3 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

17.4 The quorum for the transaction of business of the directors shall throughout the meeting be two.

17.5 The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of the directors, at least 7 clear days' prior notice of the time and place of each meeting of the directors shall be given. Questions arising at any meeting shall be determined by a majority of votes and in the case of an equality of votes the chairman of the meeting shall not have a second or casting vote. Provided that any motion put to a meeting of the directors concerning any matter specified for the purposes of this **Article 17.5** in any Relevant Agreement shall be deemed not to have been carried if any director present (or their respective alternates) votes against the motion.

17.6 A director may, and the secretary on the requisition of a director shall, at any time *summon a meeting of the directors*. Notice of every meeting of the directors shall be given to every director in accordance with the provisions set out in **Article 20** but the non-receipt of notice by any director shall not of itself invalidate the proceedings at any meeting of the directors.

17.7 Any director including an alternate director may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar means of communications equipment whereby all persons participating in the meeting can hear each other and participation in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of

those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

17.8 Regulation 88 of Table A shall be amended by substituting for the sentence:

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

the following sentence:

"Notice of every meeting of the directors shall be given to each director and his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service".

17.9 The words "of filling vacancies, or" shall be omitted from regulation 90 of Table A.

17.10 The penultimate sentence of regulation 88 of Table A shall not apply to the Company.

18. THE SEAL

If the Company has a seal it shall only be used with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

19. CAPITALISATION OF PROFITS

The words "special resolution" shall be substituted for the words "ordinary resolution" in regulation 110 of Table A.

20. NOTICES

20.1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope".

20.2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the

envelope containing the same is posted. Regulation 115 of Table A shall not apply to the Company.

- 20.3 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

21. WINDING UP

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

22. INDEMNITY

- 22.1 Subject to the provisions of section 310 of the Act every director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.
- 22.2 The directors shall have power to purchase and maintain at the expense of the Company for the benefit of any director (including an alternate director), officer or auditor of the Company insurance against any liability as is referred to in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may

attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, (including as an alternate director) officer or auditor.

- 22.3 The directors may authorise the directors of the companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in **Article 22.2**.

23. OVERRIDING PROVISIONS

- 23.1 Notwithstanding the provisions of these Articles, the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to any Relevant Agreement.
- 23.2 Where the approval, agreement or consent of any member or director is required under any provisions of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

24. REPRESENTATIVES

These Articles shall be binding upon and (except as otherwise provided herein) shall enure for the benefit of each member and any person(s) who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity.