



C O R P O R A T E L A W

BH.

The Companies Act 1985
Company Number: 04148794

A Private Company Limited by Shares

ARTICLES OF ASSOCIATION OF PUMPS AND GEARBOXES LIMITED

(Amended by Special Resolution on 29th MARCH 2018)



1. PRELIMINARY

1.1 The regulations contained in Table A as prescribed by the regulations made under the Act in force at the date of adoption of these Articles of Association (hereinafter referred to as "Table A") shall apply to the Company insofar as these Articles do not exclude or modify Table A. Any reference herein to any regulation is to that regulation as set out in Table A.

1.2 In these Articles, the following words and expressions have the following meanings:

1.2.1 **"Act"** means the Companies Act 1985 including every statutory modification or re-enactment thereof for the time being in force.

1.2.2 **"acting in concert"** means, at any time, the meaning set out in the current edition of the city code on takeovers and mergers at that time.

1.2.3 **"Auditors"** means the auditors for the time being of the Company.

1.2.4 **"Bad Leaver"** means a Relevant Executive who ceases to hold such office or employment and who does not fall within the definition of Good Leaver.

1.2.5 **"Change of Control"** means the acquisition whether by purchase, transfer, renunciation or otherwise but excluding a transfer of Shares of made in accordance with article 4 by any person not an original party to the Shareholders Agreement a ("Third Party Purchaser") of any interest in any Shares if, upon completion of that acquisition, the third Party Purchaser, together with the persons acting in concert or connected (as defined in section 346 of the Act) with him, would hold more than 50% in nominal value of the shares.

1.2.6 **"Directors"** means the directors for the time being of the Company or a quorum of such directors present at a duly convened meeting of the directors.

1.2.7 **"Family Trusts"** as regards any particular individual member or deceased member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a Share if such Share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as director by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of power or discretion conferred thereby on any person or persons.

1.2.8 **"Good leaver"** means a Relevant Executive who ceases to hold such office or employment at any time as a result of:-(i) death, illness (including mental illness); disability or permanent incapacity through ill health; (ii) retirement at normal retirement age; (iii) wrongful dismissal; (iv) dismissal in circumstances where he has been dismissed from employment and such dismissal is found to have been unfair by any industrial tribunal or any appellate body thereof; (v) him giving notice to terminate his service agreement in accordance with the terms of such agreement; (vi) dismissal in circumstances where he had been dismissed for poor performance of his duties as a Relevant Executive.

- 1.2.9 **"Majority Holders"** has the meaning given in the Shareholders Agreement;
- 1.2.10 **"Members of the same Agreement"** means in relation to a member which is a body corporate, any other body corporate which is a group undertaking (as defined in section 259 (5) of the Act).
- 1.2.11 **"Option Agreement"** means the Option Agreement entered into between Lee Barker (1) and the Company (2) on or around the date hereof.
- 1.2.12 **"Privileged Relation"** means in relation to any individual member or deceased member, the husband or wife or the widower or widow or brother or sister of such member and all the lineal descendants and ascendants in direct line of such member and a husband or wife or widower or widow of any of the above persons and of the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant.
- 1.2.13 **"Relevant Executive"** means a director or employee of, a consultant to, the Company or any subsidiary undertaking of the Company.
- 1.2.14 **"Relevant Member"** means a member who is a Relevant Executive or a member who shall have acquired shares directly or indirectly from a Relevant Executive (including where such shares were subscribed by such member by reason of its relationship with the Relevant Executive).
- 1.2.15 **"Relevant Shares"** means (so far as the same remain for the time being held by the trustees of any Family Trusts or by any Transferee Company) the Shares originally acquired by such trustees or Transferee Company and any additional Shares issued to such trustees or Transferee Company by way of capitalisation or acquired by such trustees or Transferring Company in exercise of any right or option granted or arising by virtue of the holding of such Shares or any of them or the membership thereby conferred.
- 1.2.16 **"Shares"** means the ordinary share of £1 each in the capital of the Company.
- 1.2.17 **"Shareholders Agreement"** the shareholders agreement entered into on or around the date of adoption of these Articles and made between Robert Paul Johnson (1), Stuart Bragan (2), Lee Barker (3), Joseph Ferrara (4) and the Company (5).
- 1.2.18 **"Transfer Notice"** means a notice in accordance with Article 5 of that a member desires to transfer Shares.
- 1.2.19 **"Transferee Company"** means a body corporate for the time being holding shares in consequence, directly, or indirectly, of a transfer or series of transfers of shares between Members of the same Group the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series).
- 1.2.20 **"Transferor Company"** means a body corporate (other than a Transferee Company) which has transferred or proposed to transfer Shares to a Member of the same Group.

2. **SHARES**

- 2.1 At the date of adoption of these Articles, the share capital of the Company is £100,000 divided into £1 ordinary shares.
- 2.2 In regulation 8, the words "not being a fully paid Shares" shall be omitted. 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 is the sole registered holder thereof or one or two or more joint holders) for all monies presently payable by him or his estate to the Company.

- 2.3 The liability of any member in default in respect of a call shall be increased by the addition of the words "and all expenses that may have been incurred by the Company by reason of such non-payment" at the end of the first sentence of regulation 18.

3. ISSUE OF SHARES

- 3.1 Except with the consent in writing of the Majority Holders, or pursuant to the Shareholders Agreement any unissued Shares from time to time shall, before they are issued *be* offered to all the Shareholders in proportion to the amounts (excluding any premium paid on subscription) paid up on the Share held by them respectively (and such offer shall be at the same price and on the same terms to each such Shareholders). Such offer shall be made by notice specifying the number of Shares offer, the proportionate entitlement of the relevant number the price per Share and limiting a period (being not less than 30 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such period, the Directors shall offer the Shares so declined to the persons who have, within the said period, accepted all the Shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any Shares comprised in such further offer are declined or deemed to be declined, such further offer shall be withdrawn in respect of such Shares. At the expiration of the time limited by the notice(s), the Directors shall allot the Shares so offered to or amongst the Shareholders who have notified their willingness to take all or any of such Shares in accordance with the terms of the offer. No shareholders shall be obliged to take more than the maximum number of Shares he has indicated his willingness to take.
- 3.2 Any Share not accepted pursuant to Article 3.1 or not capable of being so offered except by way of fractions and any Shares released from provisions of this Article by special resolution as therein specified shall, subject to the provisions of section 80 of the Act, be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such person at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount and provided further 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 Shareholders.
- 3.3 Section 89(1) and sub-sections (1) to (6) of section 90 of the Act shall not apply to the Company.
- ### 4. PRE-EMPTION ON TRANSFER
- 4.1 The right to transfer Shares or any interests in Shares shall be subject to the following restrictions and provisions. References in this Article 5 to Shares or Sale Shares shall include any interests in and grant of contractual rights or options over or in respect of such Shares.
- 4.2 Any Shareholders (the "**Proposing Transferor**") proposing to transfer any Shares (the "**Sale Shares**") other than on the death of the Proposing Transferor, shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the company that he desires to transfer the Sale Shares and specifying the price at which he is prepared to sell the Sale Shares in accordance with the following provision of this Article 5 (the "**Proposed Price**"). The Transferor Notice shall constitute the Company his agent for the sale of Sale Shares (together with all rights then attached thereto) during the Prescribed Period (as defined in Article 5.7) to any Shareholders on the basis set out in the following provisions of this Article 5 and shall not be revocable except with the consent of the Directors.

4.3 The Sale Shares shall be offered for purchase in accordance with this Article 5 at a price per Sale Share (the "**Sale Price**") as agreed between the Proposing Transferor and the Directors or, failing such agreement, as determined pursuant to Articles 5.4.

4.4 If within 21 days after the date of service of the Transfer notice (the "**Notice Date**") the Proposing Transferor and the Directors shall not have agreed the Sale Price derived pursuant to the application of Article 5.4 then the Directors shall within seven days refer the matter to the Auditors and the Auditors shall within 60 days determine and certify the sum per share considered by them to be the fair value thereof as at the Notice Date. In so determining and certifying, the Auditors shall:-

4.4.1 Not take into account the proportion of the relevant class of shares which the Sale Shares represent;

4.4.2 Value the Sale Share on an arm's length sale between a willing seller and a willing purchaser;

4.4.3 Take into account the provisions of this Article 5;

4.4.4 Take in account prospective earnings of the Company and its subsidiaries (the "**Group**") for the then current financial year as shown by the agreed budget for the Group and its current management accounts;

4.4.5 Assume that, if the Company is then carrying on business, it will continue to do so;

4.4.6 Assume that the Sale Shares can be transferred without restriction.

The Auditors shall act hereunder as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and (in the absence of fraud) they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose therefore or in connection therewith.

4.5 The Company shall offer the Sale Shares for purchase at the Sale price by a written Offer Notice (the "**Offer Notice**") given within 21 days after the Sale Price is agreed or determined under Article 5.4 to the persons (other than the Proposing Transferor) who, on the Notice Date, were the registered holders of Shares in the Company on terms that, in case of competition, the Sale Share shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of Shares) and the shareholding of the Proposing Transferor shall be ignored for the purpose of calculating this proportion). Any Shares which are not accepted pursuant to the offer contained in the Offer Notice will be offered by the Company by a further written notice (the "**Further Notice**") given within 21 days of the date of the Offer Notice to those Shareholders whom accepted Shares pursuant to the offer contained in the Offer Notice, such second offer to be in proportion to their holdings of Shares as increased by their acceptance of the offer contained in the Offer Notice (again, for the purpose of calculating the relevant proportion, ignoring the Proposing Transferor's shareholding and also ignoring the shareholdings of any Shareholders who did not accept the offer contained in the Offer Notice pursuant to this Article 5.5).

4.6 The period during which the relevant Shareholder may accept the offer contained in the Offer Notice shall commence on the date of the Offer Notice and terminate 14 days thereafter. The period during which a relevant shareholder may accept the offer contained in the Further Notice shall commence on the date of the Further Notice and terminate 14 days thereafter. The aggregate of the periods referred to in this Article 5.6 shall be referred to in total as (the "**Prescribed Period**").

- 4.7 Any Shares not accepted by any of the members pursuant to the foregoing provisions of this Article 5 by the end of the last day of the Prescribed Period may be offered by the Proposing Transferor to such person as he may think fit for purchase at a price not less than the Sale Price for a period of three months commencing on the day after the day on which the Prescribed Period terminates.
- 4.8 After the expiry of the Prescribed Period, the Directors shall allocate the Sale Shares in accordance with the acceptances received on the basis set out in Article 5.5. The Directors shall within seven days of the expiry of the Prescribed Period give notice in writing (the "Sale Notice") to the Proposing Transferor and to each accepting Shareholder (each a "Purchaser") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the aggregate price payable for them.
- 4.9 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the company at the time specified in the Sale Notice (being not less than three days nor more than ten days after the date of the Sale Notice) when the Proposing Transferor, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser shall transfer those Sale Shares and deliver the relevant share certificates to that Purchaser.
- 4.10 If a Proposing Transferor shall fail to refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder(s) of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers and validity of the proceedings not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.
- 4.11 Notwithstanding the above provisions, in the event that Lee Barker or Joseph Ferrarra serve a voluntary transfer notice within five years of the date of adoption of the articles the Sale Price for the purpose of this Article 5 shall be the lower of:
- 4.11.1 The par value of such shares; and
- 4.11.2 The market value of such shares as determined in accordance with Article 5.4.
- 5. COMPULSORY TRANSFERS**
- 5.1 A person entitled to a Share in consequence of the death or bankruptcy of a Shareholder, shall be bound at any time if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such Share.
- 5.2 In the case of a Shareholder who is also a Relevant Executive ceasing (for whatever reason) to hold the office qualifying him as a Relevant Executive at any time, then, within 12 months after such cessation, the Directors may serve notice on such Shareholder requiring such Shareholder to give a Transfer Notice (a "Compulsory Transfer Notice") in respect of all of the Shares held by him and the provisions of Articles 5.2 to 5.10 shall apply to the transfer of those Shares (subject always to the provisions of Article 6.4).
- 5.3 If the Compulsory Transfer Notice is served by the Directors in accordance with Article 6.2 and the relevant Shareholder is not a Bad Leaver, then the price per share at which the Shares held by that Shareholder will be offered for sale pursuant to these Articles will be the fair value as

determined in accordance with Articles 5.3 to 5.4 inclusive and the "Sale Price" will be construed accordingly in these Articles.

- 5.4 If the Compulsory Transfer Notice is served by the Directors in accordance with Article 6.2 and the relevant Shareholder is a Bad Leaver or has voluntarily resigned within five years of the date of adoption of these Articles, then the price per Share at which the Shares held by that Shareholder will be offered for sale pursuant to these Articles will be the lower of (i) the part value thereof together with any premium paid up thereon and any accrued dividend and (ii) the value as determined in accordance with Articles 5.3 to 5.5 inclusive and the "Sale Price" will be construed accordingly in these Articles.

6. BRING ALONG OPTIONS

- 6.1 If the Majority Holders (the "Selling Shareholders") shall receive a bona fide offer from a third party to acquire all the Shares held by the Selling Shareholders then, before accepting such offer and within 10 days of receipt of such offer, the Selling Shareholders shall serve a notice (an "Article 7.1 Notice") on all the other Shareholders (the "Remaining Shareholders") specifying in reasonable detail the terms of the offer made by the third party, together with a copy of any writing offer received by the Selling Shareholders from that third party.
- 6.2 Following service of an Article 7.1 Notice, the Remaining Shareholders shall have the right exercisable by written notice served on the Selling Shareholders within 28 days of the date of service of the Article 7.1 Notice to acquire all (but not some only) of the Selling Shareholders' Shares from the Selling Shareholders subject to the same conditions (if any) and for the same consideration as offered by the third party.
- 6.3 In the event that the Remaining Shareholders shall fail to serve a notice in accordance with Article 7.2 within the period specified in that Article or if the Remaining Shareholders agree to waive their rights under Article 7.2 the Selling Shareholders shall have the option (the "Bring Along Options") to require all the Remaining Shareholders to transfer all their Shares to the third party purchaser or as the third party purchaser shall direct in accordance with the remaining provisions of this Article 7 and upon the same terms as those on which the third party is to acquire the Selling Shareholder's Shares and, for the avoidance of doubt, the provisions of Article 5 shall not apply to such proposed sale or transfer.
- 6.4 The Selling Shareholders shall exercise the Bring Along option by giving notice to that effect (a "**Bring Along Notice**") to all the Remaining Shareholders at any time before the transfer of the Selling Shareholders Shares to the third party purchaser. A Bring Along Notice shall specify that the Remaining Shareholders are required to transfer all their Shares (the "Remaining Shares") pursuant to this Article 7 to the third party purchaser, the price at which the Remaining Shares are to be transferred and the proposed date of transfer. A Bring Along Notice shall be irrevocable unless the third party purchaser refuses to acquire the Remaining Shares on the terms of this Article 7 in which case the Remaining Shareholders shall be under no obligation to sell their Shares to such third party purchaser.
- 6.5 The Remaining Shareholders shall be obliged to sell the Remaining Shares at the price specified in the Bring Along Notice and completion of this sale and purchase shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:-
- 6.5.1 All the Remaining Shareholders and the Selling Shareholders agree otherwise; and
- 6.5.2 The date is less than 14 days after the Bring Along Notice, in which case completion shall take place on the 14th day after the Bring Along Notice.

- 6.6 Each of the Remaining Shareholders shall, on service of the Bring Along Notice, be deemed to have appointed each of the Selling Shareholders severally as his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Remaining Shares to the third party purchaser pursuant to this Article 7.

7. INFORMATION CONCERNING SHAREHOLDINGS AND TRANSFERS

- 7.1 For the purpose of ensuring that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder, or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer notice with no rebate or allowances, 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 the transfer lodged for registration to furnish to the Company such information or 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 such request being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 5 in respect of the Shares concerned.
- 7.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any Shares and such Transfer Notice is not duly given within a period of one month or such longer period as the Directors may allow for the purpose, such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly.
- 7.3 From (and including) the date on which the Directors have duly required a Transfer Notice (s), all holders of Shares subject to such Notice(s) shall not transfer or encumber any of their Shares or any interest in their Shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

7A TRANSFER OF SHARES PURSUANT TO A CHARGE OR OTHER SECURITY

7A.1 There shall be no lien over any shares which are charged in favour of a bank or other institution which has provided funding to the Company (or any holding company of the Company or any other subsidiary of such a holding company).

7A.2 Where any shares are charged in favour of a bank or other institution which has provided funding to the Company (or any holding company of the Company or any other subsidiary of such a holding company), those shares may be transferred to that bank or institution, or a nominee of such bank or institution. A certificate of an official of such bank or institution that the shares are so charged and that the transferee named in any transfer is a person to whom shares have been so charged shall be conclusive evidence of such facts. Notwithstanding any other provision of these articles, the Directors shall not refuse to register a transfer of shares permitted by this Article 7A and, on presentation of any such transfer, shall forthwith register the same. Regulation 24 of Table A and the provisions of Articles 4 to 7 (inclusive) shall not apply.

8. PROCEEDINGS AT GENERAL MEETINGS

- 8.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon.
- 8.2 A poll may be demanded at any general meeting by a chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

8.3 A resolution in writing executed or approved by telefax by or on behalf of the holders of all the issued Share shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation, the resolution may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be modified accordingly.

8.4 Regulation 41 shall be amended by the addition of the following words at the end of that regulation:-

"if within half an hour of the time appointed for holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".

8.5 The Chairman at any general meeting shall be entitled to a second or a casting vote.

9. ALTERNATE DIRECTORS

9.1 Any Director (other than an alternative Director) may at any time by writing under his hand and served on the Company at its registered office, or delivered at a meeting of the Directors, appoint any other Director, or any other person approved by resolution of the directors and willing to act, to be an alternative Director and may remove from office an alternate Director so appointed by him. The same person may be appointed as the alternate Director of more than one Director.

9.2 An alternate Director shall be entitled:-

9.2.1 To receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointer is a member, save that it shall not be necessary to give notice of such meeting to an alternate Director who is absent from the United Kingdom;

9.2.2 To attend, be counted in the quorum for and vote any such meeting at which the Director appointing him is not personally present; and

9.2.3 Generally at such meeting to perform all the functions of his appointer as a Director in his absence. If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director, then his voting rights shall be cumulative.

9.2.4

9.3 An alternate Director shall cease to be an alternate Director if his appointer ceases to be a Director, but if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

9.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

9.5 An alternative Director 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, except in relation to matters in which he acted (or failed to act) on the direction or the request of his appointor.

9.6 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such an alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director.

9.7 An alternate Director shall be entitled to contract and be interests in and benefit from contracts or arrangements or transactions and to be repaid expense and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor such appointer may by notice in writing to the Company from time to time direct.

9.8 Regulations 65 to 69 shall not apply to the Company.

10. DIRECTORS

10.1 Unless and until determined otherwise by general meeting of the Company the minimum number of directors shall be one and the maximum number of Directors shall be ten. Whenever the number of Directors shall be one, the sole Director may exercise all the powers and authorities vested in the Directors by Table A and by these Articles, Regulation 89 shall be modified accordingly.

10.2 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 shall not apply and Regulations 76, 77, 78, and 80 shall be modified accordingly.

10.3 Without prejudice to the first sentence of Regulation 89, a meeting of the Directors or of a committee of the Directors may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic or audiovisual communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly. Any such meeting shall be deemed to take place at the location of the Chairman or, if a Chairman has not been appointed, the location where the majority of Directors are present.

10.4 A resolution in writing signed (or approved by telefax) by all the directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 shall not apply.

10.5 A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, provided that he has disclosed to the Directors the nature and extent of any material interest or duty. Regulation 94 shall be modified accordingly.

10.6 The Chairman of the Board shall be entitled to a second and casting vote.

11. INDEMNITY

11.1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, auditor, secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in consequence with any application under any

statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.

- 11.2 The Company may, to the fullest extent permitted by law, purchase and maintain for any Director, secretary or other officer of the company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.
12. A Director may vote as a Director on any resolution concerning 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.