

Company No 4541965

WRITTEN RESOLUTION  
of  
AEGIS DEFENCE SERVICES LIMITED (the "Company")

Pursuant to sections 281(1)(a) and 292 of the Companies Act 2006 (the "Act"), Aegis Group Holdings Limited ("AGH"), the sole member of the Company, proposes that Resolution 1 below be passed as a special resolution of the Company and that Resolution 2 below be passed as an ordinary resolution of the Company

**Special resolution:**

- 1 THAT the articles of association attached to this resolution and initialled for the purpose of identification by the chairman of the board of directors of AGH be hereby adopted as the articles of association of the Company from the date of this resolution to the exclusion of any and all previous or existing articles of association of the Company

**Ordinary resolution:**


- 2 THAT Mr Graham Binns be appointed as a director of the Company with effect from the date of this resolution

AGH, the undersigned, being the sole member of the Company who at the date of these resolutions is entitled to vote on the resolutions, agrees to the above resolutions

Signed on behalf of Aegis Group Holdings Limited

21.10.2010

Date



TUESDAY



A18 \*ALGZ50RU\* 02/11/2010  
COMPANIES HOUSE

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# **New Articles of Association of Aegis Defence Services Limited**

**The Companies Act 1985 and  
The Companies Act 2006  
Company Limited by Shares** (as adopted  
by Special Resolution passed on 2st October, 2010)

No 4541965

THE COMPANIES ACT 1985 and THE COMPANIES ACT 2006

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

AEGIS DEFENCE SERVICES LIMITED (the "Company")

(as adopted by Special Resolution passed on 21<sup>st</sup> October, 2010)

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## INTERPRETATION

### **1 Defined terms**

- 1.1 No model articles or regulations for companies (whether contained in the Companies (Model Articles) Regulations 2008, the Companies (Tables A - F) Regulations 1985, or any other enactment) shall apply to the Company
- 1.2 In the Articles, unless the context requires otherwise the following words shall have the meaning set out below
- |                        |   |
|------------------------|---|
| Act                    | the Companies Act 2006  |
| Articles               | the Company's articles of association   |
| Associated Undertaking | any Group Undertaking, any undertaking promoted by or advised by or managed by a Group Undertaking and any undertaking in which a Group Undertaking is otherwise interested |
| Bankruptcy             | includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy            |

Chairman	Has the meaning given in Article 9
Companies Acts	the Companies Acts (as defined in section 2 of the Act), in so far as they apply to the Company
Director	a director of the Company, and includes any person occupying the position of director, by whatever name called
Distribution Recipient	has the meaning given in Article 26 2
Document	includes, unless otherwise specified, any document sent or supplied in electronic form
Electronic Form	has the meaning given in section 1168 of the Act
Fully Paid	in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company
Group Undertaking	the Company, its subsidiary undertakings from time to time, the ultimate parent undertaking of the Company from time to time and every other undertaking which from time to time is a subsidiary undertaking of the same ultimate parent undertaking
Holder	in relation to shares means the person whose name is entered in the register of members as the holder of the shares
Instrument	a document in hard copy form
Member	has the meaning given in section 112 of the Act
Ordinary Resolution	has the meaning given in section 282 of the Act
paid	paid or credited as paid
participate	in relation to a directors' meeting, has the meaning in Article 7
Parent Company	any company holding a majority in nominal value of the issued share capital for the time being of the Company that carries the right to attend and vote at general meetings of the Company

Relevant Situation	a situation in which a director has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company (other than a situation that cannot reasonably be regarded as likely to give rise to a conflict of interest or a conflict of interest arising in relation to a transaction or arrangement with the Company)
shares	shares in the Company
special resolution	has the meaning given in section 283 of the Act
subsidiary	has the meaning given in section 1159 of the Act
transmittee	a person entitled to a share by reason of the death or bankruptcy of a member or otherwise by operation of law
writing	the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise

Unless the context otherwise requires, other words or expressions contained in these Articles bear the same meaning as in the Act as in force on the date when these Articles became binding on the Company. References to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment from time to time in force and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment.

## **DIRECTORS AND SECRETARY**

### **2 Directors' general authority**

Subject to the Articles, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

### **3 Directors may delegate**

3.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

- (a) to such person, management board or committee,
- (b) by such means (including by power of attorney),
- (c) to such an extent,
- (d) in relation to such matters or territories, and
- (e) on such terms and conditions,

as they think fit, subject to the prior approval of the Parent Company.

3.2 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

#### **4 Committees and management boards**

- 4 1 Committees and management boards to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors
- 4 2 The directors may make rules of procedure for all or any committees and management boards, provided that
- (a) such rules shall not be inconsistent with any provision of the Articles, and
  - (b) such rules shall not seek to reduce or avoid any obligations that apply to the directors whether such obligations apply under the Articles or any rules of the Company determined by the Parent Company or otherwise

#### **Decision-making by directors**

#### **5 Directors to take decisions collectively**

Any decision of the directors must be either a majority decision at a meeting or a unanimous decision taken in the form of a directors' written resolution

#### **6 Calling a directors' meeting**

- 6 1 Any director may call a directors' meeting by giving reasonable notice of the meeting to all of the directors or by authorising the company secretary to give such notice
- 6 2 Notice of any directors' meeting must indicate
- (a) its proposed date and time,
  - (b) where it is to take place, and
  - (c) if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting
- 6 3 Notice of a directors' meeting must be given to each director, but need not be in writing
- 6 4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting. Where such notice is received after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it
- 6 5 The accidental omission to give notice of a directors' meeting to any director or a director failing to receive notice of a directors' meeting shall not invalidate the proceedings at any directors' meeting or any business conducted at it, provided that a quorum is present at such directors' meeting

#### **7 Participation in directors' meetings**

- 7 1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when
- (a) the meeting has been called and takes place in accordance with the Articles, and
  - (b) they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting
- 7 2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other
- 7 3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is. In the absence of a decision it

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 is

## **8 Quorum for directors' meetings**

8 1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting

8 2 The quorum for the transaction of the business of the directors shall be three, including, at all times the Company Secretary

8 3 If the total number of directors in office for the time being is less than the quorum required, the directors must not take any decision other than a decision to call a general meeting so as to enable the Members to appoint further directors

## **9 Chairing of directors' meetings**

9 1 The directors may, with the approval of the Parent Company, appoint a director to chair their meetings

9 2 The person so appointed for the time being is known as the chairman

9 3 The directors may terminate the chairman's appointment with the approval of the Parent Company at any time

9 4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it

9 5 The chairman shall not have a casting vote in directors' meetings

## **10 Proposing directors' written resolutions**

10 1 Any director may propose a directors' written resolution

10 2 The company secretary, if any, must propose a directors' written resolution if a director so requests

10 3 A directors' written resolution is proposed by giving notice of the proposed resolution to each of the directors

10 4 Notice of a proposed directors' written resolution must indicate

(a) the proposed resolution, and

(b) the time by which it is proposed that the directors should adopt it

10 5 Notice of a proposed directors' written resolution must be given in writing to each director

10 6 Any decision, which a person giving notice of a proposed directors' written resolution takes regarding the process of adopting that resolution, must be taken reasonably in good faith

## **11 Adoption of directors' written resolutions**

11 1 A proposed directors' written resolution is adopted when all the directors who would have been entitled to vote on the resolution at a directors' meeting have signed one or more copies of it or have otherwise indicated their agreement to it in writing, provided that those directors would have formed a quorum at such a meeting

11 2 It is immaterial whether any director signs the resolution or indicates his agreement before or after the time by which the notice proposed that it should be adopted

11 3 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles

## **12 Transactions with the Company**

12 1 A director, notwithstanding his office or that a situation or interest may conflict with the interests of or his duties to the Company, may only

- (a) be a party to, or otherwise directly or indirectly interested in, any proposed or existing transaction or arrangement with the Company, and/or
- (b) be from time to time a director or other officer of, or employed by, or otherwise interested in, any Associated Undertaking, and/or
- (c) be a party to, or otherwise interested in, any contract, transaction or arrangement in which an Associated Undertaking is interested

where the director has made a declaration pursuant to article 12 2 and has received the prior approval of the board and the Parent Company pursuant to article 12 3

12 2 A director who has an interest under Article 12 1 shall

- (a) declare to the other directors, and
- (b) record in the register of directors' interests (which shall be available at all times for inspection by the member(s) of the Company))

the nature and extent of his interest as soon as practicable after such interest arises, except to the extent that Article 12 8 applies

12 3 Without prejudice to the provisions of Articles 12 1 to 12 9, for the purposes of section 175(5)(a) of the Act the directors may authorise a Relevant Situation in respect of any director and the continuing performance by the relevant director of his duties as a director of the Company on such terms as they may determine provided that the Parent Company has reviewed such conflict and approved any such interest being permitted For the avoidance of doubt, such terms may permit the interested director to continue to participate in the decision-making process and count in the quorum and vote if a proposed decision of the directors relates to the subject matter of the Relevant Situation Authorisation of a Relevant Situation may be withdrawn, and the terms of authorisation may be varied or subsequently imposed, at any time

12 4 Any decision of the directors for the purposes of providing, varying the terms of or withdrawing such authorisation shall not be effective unless

- (a) the requirement as to the quorum is met without counting the interested director or any other interested director, and
- (b) the decision is made without the interested director or any other interested director voting or would have been passed if their votes had not been counted,

but otherwise shall be dealt with in the same way as any other matter may be proposed to and resolved upon by the directors in accordance with the provisions of these Articles

12 5 An interested director must act in accordance with any terms determined by the directors or the Parent Company (if relevant) under Article 12 4

12 6 Subject to Article 12 2 and 12 3, a director may participate in the decision-making process and count in the quorum and vote if a proposed decision of the directors is concerned with an actual or proposed transaction or arrangement with the Company in which the director is interested

12 7 A director shall not count in the quorum and vote on a proposal under consideration concerning his appointment to an office or employment with the Company or any undertaking in which the Company is interested Where proposals are under consideration concerning the appointment of



two or more directors to any such offices or employments the proposals may be divided and considered in relation to each director separately and (provided he is not for another reason precluded from voting) each of the directors concerned shall be entitled to participate in the decision-making process and count in the quorum and vote in respect of each decision except that concerning his own appointment

12 8 A director may make disclosure of any information relating to the Company to another Group Affiliate (or to any duly authorised person(s) acting on behalf of any such Group Affiliate, including its advisers) save for any information relating to Aegis Defense Services LLC subject to the terms of the Special Security Agreement (SSA) approved by the Defence Security Service (DSS) in relation to that company

12 9 If a director obtains (other than through his position as a director of the Company) information that is confidential to an Associated Undertaking, or in respect of which he owes a duty of confidentiality to an Associated Undertaking, or the disclosure of which would amount to a breach of applicable law or regulation, he may choose not to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation

12 10 Any authorisation of a Relevant Situation given by the directors under Article 12 3 may provide that, where the interested director obtains (other than through his position as a director of the Company) information that is confidential to a third party or in respect of which he owes a duty of confidentiality to a third party or the disclosure of which would amount to a breach of applicable law or regulation, he will not be obliged to disclose it to the Company or to use it in relation to the Company's affairs in circumstances where to do so would amount to a breach of that confidence or a breach of applicable law or regulation

12 11 Provided that a Relevant Situation has been duly authorised by the directors or the Company (or it is permitted under Article 12 1 and 12 3 and its nature and extent has been disclosed to the other directors in accordance with Article 12), a director may participate in the decision-making process and count in the quorum and vote if a proposed decision of the directors is concerned with such situation (subject to any restrictions imposed under the terms on which it was authorised)

12 12 References in these Articles to a conflict of interest include a conflict of interest and duty and a conflict of duties, and an interest includes both a direct and an indirect interest

### **13 Declarations of interest**

A declaration of interest or other notification may be made by a director for the purposes of Article 12 at a meeting of the directors and by notice in writing to the other directors and by notice in writing to the Company secretary for inclusion in the register of directors' interests of the Company. A director need not declare any interest if it cannot reasonably be regarded as likely to give rise to a conflict of interest, or if he is not aware of the interest (and for these purposes a director shall be treated as aware of anything of which he ought reasonably to be aware) or if, or to the extent that, it concerns terms of his service contract that have been or are to be considered (a) by a meeting of the directors or (b) by a committee of the directors appointed for the purpose under the Articles

### **14 Chairman's decision on participation**

14 1 Subject to Article 12 2 and 12 3, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive

14 2 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the Parent Company

**15 Records of Decisions to be kept**

The directors must ensure that the Company keeps a record, in writing, for at least 10 years from the date of the decision recorded, of every unanimous or majority decision taken by the directors

**Appointment of directors**

**16 Methods of appointing directors**

Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director by ordinary resolution, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors

**17 Termination of director's appointment**

17 1 A person ceases to be a director as soon as

- (a) that person ceases to be a director by virtue of any provision of the Act or is prohibited from being a director by law,
- (b) a bankruptcy order is made against that person,
- (c) a composition is made with that person's creditors generally in satisfaction of that person's debts,
- (d) a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months,
- (e) by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have,
- (f) notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms,
- (g) that person is absent for more than six consecutive months without the permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated, and
- (h) that person receives notice signed by a majority of all the other directors and endorsed by the Parent Company stating that that person should cease to be a director

17 2 The company may by ordinary resolution remove a director before the expiration of his period of office, notwithstanding anything in any agreement between it and him, in accordance with the provisions of sections 168 and 169 of the Act Special notice of not less than 28 days is required of a resolution to remove a director

17 3 On receipt of notice of an intended resolution to remove a director (whether under this article, the Act or otherwise), the Company must forthwith send a copy of the notice to the director concerned

17 4 At any meeting of the Company to consider an ordinary resolution to remove a director, the director concerned (whether or not a member of the company) is entitled to be heard on such resolution at the meeting

17 5 Where notice is given of an intended resolution to remove a director (whether under this article, the Act or otherwise), and the director concerned makes with respect to it representations in writing to the Company (not exceeding a reasonable length) and requests their notification to member(s), the Company shall, unless the representations are received by it too late for it to do so

(a) in any notice of the resolution given to member(s) state the fact of the representations having been made, and

(b) send a copy of the representations to every member(s) of the Company to whom notice of the meeting is sent (whether before or after receipt of the representations by the Company)

17 6 If a copy of the representations is not sent as required above because received too late or because of the Company's default, the director may (without prejudice to his right to be heard orally) require that the representations shall be read out at the meeting, but copies of the representations need not be sent out and the representations need not be read out at the meeting if, on the application either of the Company or of any other person who claims to be aggrieved, the court is satisfied that the rights conferred by this article or the Act are being abused. The court may order the Company's costs on such an application be paid in whole or in part by the director, notwithstanding that he is not a party to the application

## **18 Directors' remuneration**

18 1 Directors may undertake any services for the Company that the directors and/or the Parent Company decide

18 2 Directors are entitled to such remuneration as the directors may recommend provided that the Parent Company shall have given its prior approval thereto

(a) for their services to the Company as directors, and

(b) for any other service which they undertake for the Company

18 3 Subject to the Articles, a director's remuneration may

(a) take any form, and

(b) include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director

18 4 Unless the directors decide otherwise, directors' remuneration accrues from day to day

## **19 Directors' expenses**

19 1 The Company may pay any reasonable expenses which the directors properly incur in connection with their attendance at

(a) meetings of directors or committees of directors,

(b) general meetings, or separate meetings of the holders of any class of shares or of debentures of the Company, or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company

## **Secretary**

## **20 Appointment and removal of secretary**

The directors may, with the prior approval of the Parent Company, appoint a secretary, who shall also be a director of the company, for such term, at such remuneration and upon such conditions as approved by the Parent Company, and any secretary so appointed may only be removed by them with the prior approval of the Parent Company

## **SHARES AND DISTRIBUTIONS**

### **21 Powers to issue shares**

- 21 1 Subject to the Articles, but without prejudice to the rights attached to any existing share, the Company may only issue shares with the prior approval of an ordinary resolution and with such rights or restrictions as may be determined by ordinary resolution
- 21 2 The Company may by approval of an ordinary resolution issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder. The directors may with the approval of the Parent Company determine the terms, conditions and manner of redemption of any such shares once issued by the Company

### **22 Share certificates**

- 22 1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds
- 22 2 Every certificate must specify
- (a) in respect of how many shares, of what class, it is issued,
  - (b) the nominal value of those shares,
  - (c) the amount paid up on them, and
  - (d) any distinguishing numbers assigned to them
- 22 3 No certificate may be issued in respect of shares of more than one class
- 22 4 If more than one person holds a share, only one certificate may be issued in respect of it
- 22 5 Certificates must
- (a) have affixed to them the Company's common seal, or
  - (b) be otherwise executed in accordance with the Companies Acts or in such other manner as the directors may approve

### **23 All shares to be fully paid up**

- 23 1 No share is to be issued for less than the aggregate of its nominal value and any premium to be paid to the Company in consideration for its issue
- 23 2 This does not apply to shares taken on the formation of the Company by the subscribers to the Company's memorandum

### **24 Share transfers**

- 24 1 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the Parent Company, which is executed by or on behalf of the transferor
- 24 2 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share
- 24 3 The Company may retain any instrument of transfer which is registered
- 24 4 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it
- 24 5 The directors may only refuse to register the transfer of a share to any person where the transfer or transfer instruction does not comply with the provisions of the Articles, and if they do so, notice

of refusal must be given to the transferee and the instrument of transfer must be returned to the transferee (unless they suspect that the proposed transfer may be fraudulent)

## **DIVIDENDS AND OTHER DISTRIBUTIONS**

### **25 Procedure for declaring dividends**

- 25 1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends
- 25 2 A dividend must not be declared unless the directors have made a recommendation as to its amount
- 25 3 No dividend may be declared or paid unless it is in accordance with members' respective rights
- 25 4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare it
- 25 5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear
- 25 6 The directors may pay at intervals any dividend payable if it appears to them that the profits available for distribution justify the payment
- 25 7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights

### **26 Payment of dividends and other distributions**

- 26 1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means
- (a) transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors otherwise decide,
  - (b) sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors otherwise decide,
  - (c) sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors otherwise decide, or
  - (d) any other means of payment as the directors agree with the distribution recipient either in writing or as the directors otherwise decide
- 26 2 In the Articles, "the distribution recipient" means, in respect of a share in respect of which a dividend or other sum is payable
- (a) the holder of the share, or
  - (b) if the share has two or more joint holders, whichever of them is named first in the register of members, or
  - (c) if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee

## **DECISION TAKING BY MEMBERS**

### **Organisation of general meetings**

#### **27 Attendance and speaking at general meetings**

- 27 1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting subject to being invited by the directors or the member
- 27 2 A person is able to exercise the right to vote at a general meeting when
- (a) that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and
  - (b) that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting
- 27 3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it
- 27 4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other
- 27 5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them

#### **28 Quorum for general meetings**

- 28 1 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum
- 28 2 The quorum for a general meeting of the Company shall be a minimum of two duly authorised representatives of the Parent Company that have been notified to the Company

#### **29 Chairing general meetings**

The members shall appoint the Chairman of the general meeting

#### **30 Attendance and speaking by directors and non-members**

- 30 1 Directors may attend and speak at general meetings, whether or not they are members
- 30 2 The chairman of the meeting may permit other persons who are not
- (a) members of the Company, or
  - (b) otherwise entitled to exercise the rights of members in relation to general meetings, but
  - (c) who are invited by the directors or the member
- to attend and speak at a general meeting

#### **31 Adjournment**

- 31 1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it

- 31 2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if
- (a) the meeting consents to an adjournment, or
  - (b) it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner or is properly transacted
- 31 3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting
- 31 4 When adjourning a general meeting, the chairman of the meeting must
- (a) either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
  - (b) have regard to any directions as to the time and place of any adjournment which have been given by the meeting
- 31 5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the Company must give at least seven clear days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given)
- (a) to the same persons to whom notice of the Company's general meetings is required to be given, and
  - (b) containing the same information which such notice is required to contain
- 31 6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place

## **32 Voting at general meetings**

A resolution put to the vote of a general meeting must be decided on a show of hands of those attending and entitled to vote on such resolution unless a poll is demanded in accordance with the Act

## **33 Amendments to resolutions**

An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution provided that notice of such amendment is given to the company 48 hours before the meeting

A special resolution to be proposed at a general meeting may be amended by ordinary resolution if the Chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed

# **ADMINISTRATIVE ARRANGEMENTS**

## **34 Change of name**

The Company may only change its name by Special Resolution of the members

## **35 Means of communication to be used**

- 35 1 Any notice or other document required by these Articles to be sent or supplied to or by the Company (other than a notice calling a meeting of the directors) shall be contained in writing

- 35 2 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which the Act provides for documents or information which are authorised or required by any provision of that Act to be sent or supplied by or to the Company

35 3 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being

35 4 Any notice or other document sent by the Company which is delivered or left at a registered address otherwise than by post shall be deemed to have been received on the day it was so delivered or left. A notice or other document sent by the Company by first class post to an address in the United Kingdom shall be deemed to have been received 24 hours after it was posted. A notice or other document sent or supplied by the Company in electronic form shall be deemed to have been received at the time it is sent. A notice sent or supplied by means of a website shall be deemed to have been received by the intended recipient at the time when the material was first available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website

### **36 Right to inspect accounts and other records**

A member, subject to such conditions and regulation as the directors may determine having regard to any obligation binding upon the Company to keep confidential information supplied to it by other persons, may inspect personally or by his agent at any time and from time to time any account or book or document of the Company (and take and retain copies of them)

## **Directors' indemnity and insurance**

### **37 Indemnity**

37 1 Subject to Article 37 2, a relevant director of the Company or an associated company may be indemnified out of the Company's assets against

- (a) any liability incurred by that director in connection with any negligence, default, breach of duty or breach of trust in relation to the Company or an associated company,
- (b) any liability incurred by that director in connection with the activities of the Company or an associated company in its capacity as a trustee of an occupational pension scheme (as defined in section 235(6) of the Act),
- (c) any other liability incurred by that director as an officer of the Company or an associated company

37 2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law

37 3 In this Article

- (a) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and
- (b) a "relevant director" means any director or former director of the Company or an associated company

### **38 Insurance**

38 1 Subject to the prior approval of the Parent Company, the directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant director in respect of any relevant loss



38 2 In this Article

- (a) a "relevant director" means any director or former director of the Company or an associated company,
- (b) a "relevant loss" means any loss or liability which has been or may be incurred by a relevant director in connection with that director's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company, and
- (c) companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate

39 **Winding up**

If the Company is wound up, the liquidator may, with the authority of a special resolution

- (a) divide among the members in specie the whole or any part of the assets of the Company, (and may, for that purpose, value any assets and determine how the division will be carried out as between the members or different classes of members), and
- (b) vest the whole or any part of the assets of the Company in trustees upon such trusts for the benefit of the members as the liquidator determines,

but no member will be compelled to accept any assets in respect of which there is a liability

40 **Members' reserve power**

40 1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action

40 2 Where Aegis Group Holdings AG (AGH) is the Parent Company or any company which is itself a subsidiary of AGH is the Parent Company, the following provisions shall apply and shall have overriding effect as against all other provisions of these Articles in the event of any inconsistency

- (a) no security or security interest shall be created or allowed to subsist without the consent of AGH, and
- (b) no shares in the capital of any other company shall be subscribed for or otherwise be acquired or disposed of without the consent of AGH, and
- (c) without the consent of AGH the Company shall not cease or propose to cease to carry on its business or be wound up save where it is insolvent, and
- (d) without the consent of AGH the Company shall not apply or permit the Directors to apply to petition the Court for an administration order to be made in respect of the Company, and
- (e) without the consent of AGH the Company shall not make any change to its Auditors, its Bankers or its accounting reference date, or borrow monies, other than by way of its agreed overdraft facility, and
- (f) any or all powers of the Directors shall be restricted in such respects and to such extent as AGH may by notice to the company from time to time prescribe, and
- (g) AGH may, by notice in writing addressed to each of the Directors, direct the directors to take, or refrain from taking, any specified action

40 3 No such special resolution or notice invalidates anything which the directors have done before the passing of the resolution or the serving of the notice