

Company No: 5284523

**THE COMPANIES ACTS 1985 TO 1989**  
**PRIVATE COMPANY LIMITED BY SHARES**

**ASC TELECOM U.K. LIMITED**

**WRITTEN RESOLUTIONS** signed by all the members entitled to attend and vote at a general meeting of the Company pursuant to section 381A of the Companies Act 1985:

**RESOLVED as follows**

**THAT:**

1. The regulations contained in the document produced to the Meeting and signed for identification by the Chairman be adopted as the Articles of Association of the Company in substitution for, and to the entire exclusion of, the existing Articles of Association.
2. The directors be and they are hereby generally and unconditionally authorised pursuant to section 80 of the Companies Act 1985 to allot and issue up to 1,000 Ordinary Shares during the period expiring on the fifth anniversary of the passing of this resolution (that date inclusive) unless and to the extent that such authority is revoked, renewed or extended prior to that date and save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred by this resolution had not expired. The directors shall have the power to exercise the authority hereby conferred upon them to allot such shares to such persons and on such conditions as they may in their discretion determine as if section 89(1) of the Companies Act 1985 did not apply thereto.

**DATED** 11<sup>th</sup> January 2005  
*G. McKay*  
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**Gordon McKay**



*Colekey.*

COMPANY NO. 5284523

THE COMPANIES ACTS 1985 - 1989

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

- of -

ASC TELECOM U.K. LIMITED

(Adopted by Special Resolution passed

on the 11<sup>th</sup> January 2005)

**1 PRELIMINARY**

- 1.1 The Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 ("Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles.
- 1.2 Any reference in these Articles to a Regulation shall be construed as a reference to the Regulation of that number contained in Table A and any reference to the "Act" shall be a reference to the Companies Act 1985 as amended.
- 1.3 Where the context so requires words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and words importing persons include corporations.
- 1.4 Any reference in these Articles to any enactment shall be construed as a reference thereto as consolidated amended modified or re-enacted from time to time.
- 1.5 Unless the context requires otherwise, words or expressions used in these Articles shall bear the same meaning as in the Act or in any statutory modification thereof.
- 1.6 The headings are inserted for convenience only and shall not affect the construction of these Articles.

**2 SHARE CAPITAL**

- 2.1 The authorised share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each ("shares").

- 2.2 The shares shall rank *pari passu* in all respects save as otherwise set out in these Articles.

### **3 VARIATION OF RIGHTS**

- 3.1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class of shares may not be varied or abrogated, other than pursuant to these Articles, either whilst the Company is a going concern or during or in contemplation of a winding up without the consent in writing of:

3.1.1 the holders of at least 75 per. cent. of the entire issued share capital of the Company carrying a right to vote; and

3.1.2 the holders of at least 75 per. cent. of the issued shares of that class; or

3.1.3 with the sanction of an Extraordinary Resolution passed at a separate meeting of the holders of that class. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall *mutatis mutandis* apply except that the necessary quorum shall be any two persons together holding or representing by proxy at least one third in nominal amount of the issued shares of that class or if all the shares of any class are registered in the name of a single member or its nominee then the quorum shall be one person being the duly authorised representative of such member at any such meeting or adjourned meeting and the holders of shares of that class shall on a poll have one vote in respect of every share of that class held by them respectively.

- 3.2 In Regulation 2 the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution".

### **4 ALLOTMENT OF SHARES**

- 4.1 Subject to the provisions of section 80 of the Act, the directors are authorised to exercise the power of the Company to allot from time to time all or any of the shares of the Company which have not for the time being been allotted at such time or times and on such conditions as they shall in their absolute discretion think fit provided that:

4.1.1 this authority shall expire the day before the date which is five years from the date of adoption of these Articles;

4.1.2 the aggregate number of shares which the directors may allot pursuant to this authority shall not exceed the number of unissued shares in the authorised share capital of the Company at the date of adoption of these Articles;

- 4.1.3 the provisions of section 89(1) 90(1) to (5) or 90(6) of the Act shall not apply to the Company;
  - 4.1.4 unless otherwise agreed in writing by all the members for the time being of the Company entitled to attend and vote at general meetings, all unissued shares (whether forming part of the original or any increased capital) shall before issue be offered on identical terms to such members in proportion as nearly as circumstances admit (fractions being disregarded) to the number of the existing issued shares of whatever class of which they are the holders;
  - 4.1.5 any such offer shall be made by notice specifying the number and class of shares and the price at which the same are offered and limiting the time (being not less than 28 days unless the member or members to whom the offer is to be made have otherwise agreed) within which the offer is to be accepted. Any offer which is not so accepted shall be deemed to be declined;
  - 4.1.6 any shares allotted to a member shall before allotment be designated as the same class as the shares already held by him; and
  - 4.1.7 after the expiry of the time within which the offer may be accepted (if the offer is not accepted) or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the Company may dispose of those shares in such manner as the directors think most beneficial to the Company.
- 4.2 Subject to the provisions of these Articles, all unissued shares shall be at the disposal of the directors and they may allot, grant options over or otherwise deal with or dispose of the same to such persons and generally upon such terms as they think fit but so that no shares shall be issued at a discount.

## **5 REDEMPTION OR PURCHASE OF SHARES**

- 5.1 Subject to the provisions of Chapter VII of the Act the Company may:
- 5.1.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the member;
  - 5.1.2 purchase its own shares (including any redeemable shares); and
  - 5.1.3 make a payment in respect of the redemption or purchase under sections 159 and 160 or (as the case may be) section 162 of the Act and the relevant power contained in Article 5.1.1 or 5.1.2 of any of its own shares otherwise

than out of distributable profits of the Company or the proceeds of a fresh issue of shares to the extent permitted by sections 170 to 172 of the Act.

## **6 LIEN**

- 6.1 Without prejudice to the lien conferred by Regulation 8, the Company shall have a first and paramount lien on all shares for all monies presently payable by a member or his estate to the Company. The lien conferred above and by Regulation 8 shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

## **7 CALLS**

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

## **8 TRANSFERS OF SHARES**

- 8.1 Notwithstanding any of the other provisions of these Articles no member (or trustee in bankruptcy, receiver, administrator, administrative receiver or liquidator of a member) shall mortgage, charge, sell, transfer or otherwise dispose of any shares without observing the restrictions imposed by Article 8.2.
- 8.2 Subject to the provisions of Articles 8.1, 8.19, 8.20 and 8.22 any member, trustee in bankruptcy, receiver, administrator, administrative receiver or liquidator of a member ("Proposing Transferor") desiring to mortgage, charge, sell, transfer or otherwise dispose of any shares which he holds, shall give notice in writing ("Transfer Notice") to the Company at its registered office specifying the number and class of shares proposed to be transferred by him ("Sale Shares"), the price ("Offer Price"), if any at which the Sale Shares are offered by him and the third party ("Third Party") if any to whom he proposes to transfer the Sale Shares if they are not purchased by a member pursuant to the following provisions of this Article. A Transfer Notice shall only be revocable with the consent of the directors.
- 8.3 The Transfer Notice shall constitute the directors the agents of the Proposing Transferor for the sale of the Sale Shares on the terms of this Article 8 (Transfers of Shares). The directors shall, within seven days of the Transfer Notice being given to the Company, offer the Sale Shares in writing to the other members in proportion (as nearly as may be disregarding fractions) to the number of shares which they hold.

- 8.4 The offer made pursuant to Article 8.3 (the "Offer") shall:
- 8.4.1 state the number and class of Sale Shares offered to each offeree (a "Proposing Transferee") and the Offer Price per Sale Share (if any);
  - 8.4.2 identify the Third Party (if any);
  - 8.4.3 invite the Proposing Transferee to specify in his reply the number of Sale Shares (if any) in excess of his portion which he would be willing to purchase;
  - 8.4.4 state that, if the Offer is not accepted in writing by the Proposing Transferee in respect of some or all of the Sale Shares offered to him within 28 days, it will be deemed to be declined unless the provisions of Article 8.6 apply.
- 8.5 If any Proposing Transferee notifies the Company that he is willing to accept the Offer at the Offer Price the sale and transfer of the Sale Shares to him shall be completed in accordance with Article 8.14 unless a certificate of Fair Price is requested under Article 8.6.
- 8.6 A Proposing Transferee may, not later than seven days after the date of the Offer, serve on the Company a notice stating his willingness in principle to purchase some or all of the Sale Shares offered to him but requesting that the Fair Price of the Sale Shares be ascertained. On receipt of such notice, or a Transfer Notice which does not specify an Offer Price, whichever is the earlier, the Company shall as soon as is practicable inform the Proposing Transferor and Proposing Transferee that a certificate of Fair Price is being obtained and appoint the auditors for the time being of the Company (the "Auditors") to certify the Fair Price of the Sale Shares.
- 8.7 The Fair Price shall be determined by the Auditors on the basis of the fair value of the Company taking into account the following:
- 8.7.1 the valuation shall be at the date of service of the relevant Transfer Notice;
  - 8.7.2 the valuation shall not have regard to the proportion that the Sale Shares bear to the issued share capital of the Company (i.e. having no regard to whether the Sale Shares constitute a minority or a majority of the shares);
  - 8.7.3 the valuation shall take into account the benefit of all the assets and liabilities of the Company (including the value to the Company of any subsidiary undertaking);

- 8.7.4 intangible assets (including, without limitation, the goodwill of any business operated by the Company or any subsidiary) and ownership of any name or names shall be taken into account;
- 8.7.5 contingencies (including contingent or deferred tax liabilities) and provisions shall not be greater or lower than a reasonable estimate of the liability for which such contingency or provision is made, in accordance with the normal accounting provisions of the Company.
- 8.8 The Auditors shall issue a certificate of their opinion of the Fair Price in writing to the Company (an "Auditors' Certificate") as soon as reasonably practicable. The fees and expenses of the Auditors shall be paid by such persons as the Auditors state in their opinion to be just and reasonable in all the circumstances save that if no Offer Price was specified in the Transfer Notice such fees and expenses shall be paid in equal shares by the Proposing Transferor and (severally) the Proposing Transferee.
- 8.9 On receipt of the Auditors' Certificate the Company shall as soon as is reasonably practicable notify the Proposing Transferor and Proposing Transferee of the Fair Price as certified and the sale price now applicable to all the Sale Shares (the "Sale Price"), being the lower of the Fair Price and the Offer Price if an Offer Price was specified and otherwise the Fair Price (the "First Fair Price Notice"). Thereupon:
  - 8.9.1 the Proposing Transferor may at any time within 14 days (and provided notice pursuant to Article 8.9.3 has not been given) from the date of the First Fair Price Notice notify the Company that he does not wish to proceed with the disposal of the Sale Shares. The Transfer Notice shall thereupon be deemed to be withdrawn in respect of all the Sale Shares and the Company shall within seven days notify the Proposing Transferee accordingly;
  - 8.9.2 a Proposing Transferee may at any time within 14 days (and provided notice pursuant to Article 8.9.3 has not been given) from the date of the First Fair Price Notice notify the Proposing Transferor and the Company that he is willing (or unwilling) to purchase some or all of the Sale Shares at the Fair Price and if at the expiry of the said 14 day period the Transfer Notice has not been withdrawn under Article 8.9.1 and no notice has been given under Article 8.9.3, the Proposing Transferee shall be deemed to have accepted the Offer at the Sale Price and the sale and transfer of the relevant Sale Shares shall be completed in accordance with Article 8.14;
  - 8.9.3 either the Proposing Transferor or any Proposing Transferee may at any time within 14 days from the date of the First Fair Price Notice give notice to the

Company requesting that the Fair Price be determined by an independent expert.

- 8.10 On receipt by the Company of a notice containing a request under Article 8.9.3 or if the Auditors have not issued an Auditors' Certificate within 30 days of their appointment, the directors shall as soon as practicable notify the Proposing Transferor and the Proposing Transferee accordingly and submit the determination of the Fair Price to an independent expert (the "Independent Expert") who, in default of agreement between the Proposing Transferor and the Proposing Transferee within 14 days of such notification to them, shall be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on the application of either the Proposing Transferor or the Proposing Transferee. The Independent Expert shall be deemed to be acting as an expert and not as an arbitrator. The provisions of Article 8.7 shall apply mutatis mutandis to the determination of the Fair Price by the Independent Expert.
- 8.11 The Independent Expert shall notify the Company of the Fair Price as determined by him as soon as reasonably practicable. On receipt thereof the Company shall forthwith issue a Second Fair Price Notice containing information corresponding to the content of the First Fair Price Notice and the Proposing Transferor and the Proposing Transferee shall then have the same rights of withdrawal or acceptance at the new Sale Price as they had under Articles 8.9.1 and 8.9.2 except that the decision of the Independent Expert as to the Fair Price shall be final and binding.
- 8.12 The fees and expenses of the Independent Expert shall be borne as directed by him in his sole discretion, having regard to the identity of the person requesting his appointment, the differences (if any) between the Offer Price, the Fair Price as certified by the Auditors and the Fair Price determined by him and any other factors which seem relevant to him.
- 8.13 If, at any stage in the procedures specified above in this Article 8 (Transfers of Shares), a Proposing Transferee declines the Offer in respect of all or any of the Sale Shares offered to him, the following provisions shall apply:
- 8.13.1 the directors shall offer the unaccepted Sale Shares to any other holders of shares of the same class who have taken up their portion in full. In the event of competition such shares shall be allocated in proportion (as nearly as may be disregarding fractions) to their existing holdings of shares of that class;
- 8.13.2 any Sale Shares still remaining shall then be offered by the directors to the holders of any other class of share and in the event of competition shall be



allocated in proportion (as nearly as may be disregarding fractions) to the total number of shares of any class which they hold;

- 8.13.3 any Sale Shares still remaining may then be purchased by the Company (subject always to the Act) at any time within the period of 42 days from the directors' offer of the same to it, which offer shall be made as soon as reasonably practicable following the exhaustion of the above procedures;
- 8.13.4 Sale Shares shall be offered in each case at the Offer Price or Sale Price currently applicable to them and any member (or the Company as the case may be) accepting such an offer shall then be deemed to be a Proposing Transferee;
- 8.13.5 the directors shall allocate Sale Shares which would otherwise have been divided into fractions among the relevant class or classes of members by drawing lots.

The directors and members shall implement the procedures referred to above in this Article 8.13 with all reasonable speed and all offers shall be deemed to have been declined if not accepted in writing within seven days from the date of the relevant offer.

- 8.14 The Proposing Transferor shall be bound to transfer the Sale Shares to the Proposing Transferee upon payment by the Proposing Transferee to the Proposing Transferor of the Offer Price or the Sale Price (as the case may be), which payment shall be made *within 14 days of the Proposing Transferee's acceptance of the Offer Price under Article 8.5 or the Offer at the Sale Price being deemed to have been accepted by him pursuant to Article 8.9.2 or 8.11 (as the case may be).*
- 8.15 If, in any case, the Proposing Transferor (after having become bound as aforesaid) makes default in transferring any Sale Shares, the Company may receive the purchase money (which shall be paid into a separate bank account) and the directors shall, within a reasonable period, nominate some person to execute an instrument or instruments of transfer of the relevant Sale Shares, in the name and on behalf of the Proposing Transferor. Thereafter, when such instrument or instruments have been duly stamped, the directors shall cause the name of the Proposing Transferee to be entered in the Register of Members as the holder or holders. The receipt of the directors for the purchase money shall be a good discharge to the Proposing Transferee. After his or their names have been entered in the Register of Members in purported exercise of the aforesaid power, the validity of the proceedings shall not be questioned by any person.

- 8.16 If the directors shall not find a member or members willing to purchase all the Sale Shares under the foregoing provisions and the Company shall not exercise its right pursuant to Article 8.13.3, the Proposing Transferor shall, at any time within 42 days after exhaustion of the procedures referred to above, be at liberty to sell and transfer all (but not some part only of) the Sale Shares, or so many of them as the Company shall not have found a purchaser or purchasers for as aforesaid, to the Third Party named in the Transfer Notice for a cash price payable prior to transfer and being not less than the lower of the Offer Price (if any) or Fair Price (if any) determined in accordance with the foregoing provisions, which cash price shall be made known, forthwith on such sale or transfer occurring, by the Proposing Transferor to the Proposing Transferee, in writing.
- 8.17 The members may, if they all think fit, agree in writing to waive the provisions contained in Articles 8.1 to 8.16 in any particular case.
- 8.18 Except as aforesaid the instrument of transfer of a share shall be signed by or on behalf of the transferor (and in the case of a transfer of a partly paid share also by the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof. Regulation 23 shall be deemed to be modified accordingly.
- 8.19 The directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by these Articles and may decline to register the transfer of a share on which the company has a lien.
- 8.20 Regulations 24, 26, 29, 30 and 31 shall not apply.
- 8.21 No interest in any share or shares shall be disposed of or created by any means without a transfer of an equivalent number of shares being presented for registration save in circumstances where a transfer of the share or shares concerned would be permitted under the provisions of these Articles.
- 8.22 If applicable, any share transferred to a holder of a different class of shares shall, on such transfer, be automatically redesignated as the same class of shares as those held by that member so that no member shall be registered as the holder of shares of more than one class.
- 8.23 On any member's death, such member shall be deemed to have served a Transfer Notice at the date of death in respect of all the shares in his name. In any such case the provisions of Article 8 shall take effect save that the Sale Price shall be the Fair Price and that the deemed Transfer Notice shall not be revocable in any circumstances

such that the remaining members shall be bound to purchase the deceased member's shares in proportion to the shares they already hold.

## **9 NOTICES OF MEETINGS**

- 9.1 Every notice calling a general meeting shall comply with the provisions of section 372 of the Act giving information to members in regard to their right to appoint proxies.
- 9.2 In Regulation 32 the words "ordinary resolution" shall be deemed to be replaced by the words "special resolution".
- 9.3 All business at any general meeting of the Company shall be deemed to be special business and shall be notified in the notice convening the meeting.

## **10 PROCEEDINGS AT GENERAL MEETINGS**

- 10.1 No business shall be transacted at any general meeting (whether or not it shall be adjourned) unless a quorum of members is present at the time the meeting proceeds to business. The quorum shall be two persons entitled to vote upon the business to be transacted or a proxy for such a member or a duly authorised representative of a corporation, if applicable.
- 10.2 A poll may be demanded by any member present in person or by proxy and Regulation 46 shall be deemed to be modified accordingly.
- 10.3 Regulation 50 shall be deemed to be deleted.
- 10.4 Any such resolution as is referred to in Regulation 53 may consist of several documents in the like form each signed or approved in writing or by facsimile transmission by one or more of the members (or their duly authorised representatives or attorneys in that Regulation referred to).

## **11 VOTES OF MEMBERS**

- 11.1 Subject to any rights or restrictions attached to any shares, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder. Regulation 54 shall not apply.

**12     NUMBER OF DIRECTORS**

- 12.1 Unless and until otherwise determined by a special resolution of the Company the number of the directors shall be not less than one and shall be subject to a maximum of two. Regulation 64 shall not apply.
- 12.2 If at any time and from time to time there shall be only one director of the Company, such director may act alone in exercising all the powers and authorities vested in the directors.

**13     POWERS OF DIRECTORS**

- 13.1 The directors may exercise all the powers of the company to borrow and raise money and to mortgage and charge its undertaking property and uncalled capital or any part thereof and subject to section 80 of the Act to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

**14     DELEGATION OF DIRECTORS' POWERS**

- 14.1 The directors shall have power to appoint a committee for such period and for such purposes and on such terms as they decide. Subject thereto a committee may meet and adjourn as it thinks proper. Regulation 72 shall be modified accordingly.

**15     APPOINTMENT AND REMOVAL OF DIRECTORS**

- 15.1 A director need not hold any shares of the Company to qualify as a director.
- 15.2 A director notwithstanding that he does not hold any shares in the capital of the Company shall be entitled to receive notice of and attend and speak at all general meetings of the company and at all separate general meetings of the holders of any class in the capital of the Company.
- 15.3 Regulations 73 to 80 and 81(e) shall not apply.

**16     REMUNERATION OF DIRECTORS**

- 16.1 Regulation 82 shall not apply.

**17     DIRECTORS' EXPENSES**

- 17.1 The directors may be paid all travelling hotel and other expenses wholly exclusively and necessarily incurred by them in connection with their attendance at meetings of directors or committees of directors or 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 discharge of their duties.

17.2 Regulation 83 shall not apply.

## **18 DIRECTORS' APPOINTMENTS**

18.1 The directors may by unanimous agreement from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company (including the office of Managing Director for such fixed term or without limitation as to the provisions of any agreement entered into in any particular case and without prejudice to any claim for damages he may have for breach of any such agreement) and may by unanimous agreement remove or dismiss him or them from such office and appoint another or others in his or their place or places.

18.2 A person so appointed shall (subject to the provisions of Article 18.3 and without prejudice to any claim for damages for breach of any agreement between him and the Company) be subject to the same provisions as to removal and as to vacation of office as the other directors of the Company and if he ceases to hold the office of director due to any cause he shall (without prejudice as aforesaid) ipso facto and immediately cease to hold such executive office.

18.3 A director holding such executive office for a fixed period shall not be entitled to resign as a director of the Company during that period and Regulation 81(d) shall be modified accordingly.

## **19 PROCEEDINGS OF DIRECTORS**

19.1 At any meeting of the directors or of a committee of the directors each director present and, in the absence of their respective appointor, their alternates shall have one vote. A director who is also an alternate director shall be entitled in the absence of his appointor to a separate vote on behalf of his appointor in addition to his own vote.

19.2 Regulation 88 shall not apply.

19.3 The chairman shall at any such meeting not have a second or casting vote.

19.4 The quorum necessary for the transaction of the business of directors shall be one director (unless he otherwise agrees in writing). Regulation 89 shall be modified accordingly.

- 19.5 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum required for a meeting of the directors.
- 19.6 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall be necessary to serve notice of a meeting to a director who is absent from the United Kingdom.
- 19.7 If by reason of any unfilled vacancy in the office of a director there shall not be a valid quorum of directors the continuing directors may act only to effect transfers in accordance with these Articles and to convene general meetings but shall not exercise any of the other powers conferred on the directors by these Articles. Regulation 90 shall not apply.
- 19.8 Any director may participate in a meeting of the directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in the meeting in this manner shall be deemed to constitute presence in person at such meetings.
- 19.9 A resolution in writing signed by all the directors (and/or their respective alternates) shall be as valid and effectual as if it had been passed at a meeting of the directors or (if applicable) a committee of the directors duly convened and held provided that the directors so signing would if such meeting had been held have formed a quorum in accordance with these Articles. Any such resolution may consist of several documents in the like form each signed or approved in writing by facsimile transmission by one or more of the directors (and/or their alternates). Regulation 93 shall not apply.
- 19.10 A director who pursuant to Regulation 85 has declared at a meeting of the directors the nature and extent of his interest in a contract proposed contract transaction or arrangement with the Company shall be entitled to vote in respect of that contract proposed contract transaction or arrangement or upon any matter arising therefrom and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether or not a quorum is present at the meeting of the directors or of the committee of directors at which the vote is taken. Regulations 94 and 95 shall not apply.

## **20 NOTICES**

- 20.1 Any notice or other communication to be given or served hereunder or by reference hereto shall be in writing and:
- 20.1.1 sent by first class prepaid or registered mail; or

- 20.1.2 delivered personally; or
- 20.1.3 transmitted by telefacsimile.
- 20.2 Any such notice or other communication given made or served pursuant to Article 20.1 above shall be deemed to have been received and effectively served:
  - 20.2.1 upon the day of delivery or transmission if delivered personally or transmitted by telefacsimile before the end of a Business Day (as defined below); or
  - 20.2.2 on the next following Business Day if transmitted by telefacsimile or delivered personally after the end of a Business Day or on any other day not being a Business Day; or
  - 20.2.3 on the following day if sent by first class or prepaid or registered mail and if both sender and recipient are in the same country; or
  - 20.2.4 four Business Days following the Business Day if sent by first class or prepaid or registered mail and if the sender and recipient are in different countries.
- 20.3 Regulation 115 shall not apply.
- 20.4 For the purposes of these Articles, "Business Day" shall mean any day which is not a Saturday, Sunday or a bank holiday in England. The Business Day shall be deemed to begin at 9am and end at 5pm in the country of the member on which notice is to be served.

## **21 WINDING UP**

- 21.1 In Regulation 117 the words "provided that if any such division is proposed to be made otherwise than in accordance with the existing rights of the members every member shall have the same right of dissent and other ancillary rights as if such resolution were a special resolution passed pursuant to section 582 of the Act" shall be deemed to be inserted at the end of the first sentence.

## **22 INDEMNITY**

- 22.1 The directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is a director, alternate director, secretary or auditors, or former director, alternate director, secretary or auditor, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirements benefit

scheme or another trust in which a director, alternate director or secretary or former director, alternate director or secretary is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.