Company Number: 4617703

The Companies Act 1985

and

The Companies Act 1989

Company Limited by Shares

Written Resolutions

of

Responsive Engineering (Holdings) Limited

("the Company")

We, the undersigned, being all the members of the Company entitled to receive notice of and attend and vote at general meetings of the Company in accordance with article 53 of the articles of association of the Company do hereby declare the following resolutions to have been passed as ordinary and special resolutions, as if they had been passed at a general meeting of the Company duly convened and held:

Ordinary Resolutions

1. That the authorised share capital of the Company be increased to £208,957 by the creation of 1,000,000 new ordinary shares of £0.10 each, such new shares to rank pari passu in all respects with the existing 1,089,570 ordinary shares of £0.10 each in the capital of the Company.

2. That 1,000,000 of the unissued ordinary shares of £0.10 each be converted into 1,000,000 "A" ordinary shares of £0.10 each, the said "A" ordinary shares to confer on the holders the rights and restrictions set out in the new articles of association of the Company proposed to be adopted by resolution 3 below.

Special Resolution

3. That the regulations contained in the printed document annexed to this written resolution be approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association.

Date	Member	Signature
9/9/2003	Express Holdings (Thompson) Limited FURB	
9/9/2003	A Monkhouse	
9/9/2003	K Scott	
9/9/2003	C Thompson	
9/9/2003	O Thompson	

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A12 0802
COMPANIES HOUSE 16/09/03

Company Number: 4617703

The Companies Act 1985

And

The Companies Act 1989

Private Company Limited by Shares

Articles of Association

of

Responsive Engineering (Holdings) Limited

Adopted 9 SEPTEMBER 2003

Robert Muckle
Norham House
12 New Bridge Street West
Newcastle upon Tyne
NE1 8AS

Company Number: 4617703

The Companies Act 1985

Private Company Limited by Shares

Articles of Association

Responsive Engineering (Holdings) Limited ("the Company")

Adopted 9 SEPTEMBER **2003**

1. **Preliminary**

The regulations contained in Table A ("Table A") in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment Regulations) 1985) shall apply to the Company save insofar as they are excluded or modified hereby or are inconsistent herewith. References herein to "Regulations" are to regulations in the said Table A.

2. **Private Company**

The Company is a private company within the meaning of section 1(3) of the Companies Act 1985 and any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

3. **Definitions and Interpretation**

3.1 In the first line of Regulation 1 after the words "regulations" the words "and in any articles adopting in whole or in part the same" shall be inserted.

3.2 In these Articles:

3.2.1 Unless the context otherwise requires the following expressions have the following meanings:

""A" Ordinary Shares" means "A" ordinary shares of £0.10 each in the capital of the Company;

""A" Ordinary Shareholder" means a holder of "A" Ordinary Shares;

"Act" means the Companies Act 1985 as amended or re-enacted from time to time;

"acting in concert" has the meaning ascribed to it by the City Code on Take-overs and Mergers as in force on the date of the adoption of these Articles;

"Alternate Director" means any person appointed as a director of the Company in accordance with Article 12.2;

"Auditors" means the auditors of the Company from time to time;

"Board" means the Board of Directors of the Company from time to time;

"Business Day" shall mean a weekday (other than a Saturday) on which banks are open in London for the transaction of normal business;

"Capital Value" means the aggregate value paid or to be paid by a Third Party Purchaser, and any persons acting in concert with such a Third Party Purchaser, for all Shares owned or to be acquired by him;

"Change of Control" means the acquisition by a Third Party Purchaser, whether by purchase, transfer, or otherwise, but excluding any allotment of Shares made in accordance with Article 7 or any transfer of Shares made in accordance with Article 11, if, upon completion of the said acquisition the Third Party Purchaser, together with persons acting in concert with him, would hold more than fifty per cent (50%) in nominal value of the Ordinary Shares;

"connected person" has the meaning ascribed by section 839 of the Income and Corporation Taxes Act 1988;

"Director" means a director from time to time of the Company;

"Financial Year" means a financial year or other period in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Act;

"Member" means the registered holder from time to time of any Share(s);

"Ordinary Shares" means ordinary shares of £0.10 each in the capital of the Company;

"Ordinary Shareholder" means a holder of Ordinary Shares;

"Original Member" means persons who were Members of the Company on the date of adoption of these Articles;

"Paid Up" means, in relation to a Share, paid up or credited as paid up (including premium);

"Share" means a share in the capital of the Company of whatever class;

"Third Party Purchaser" means any person, other than an Original Member, who acquires Shares; and

"Valuers" means the Auditors;

3.2.2 words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them;

3.2.3 words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated and (in each case) vice versa;

3.2.4 references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are unless otherwise stated, references to paragraphs of the Article or references to sub-paragraphs of the paragraph in which the reference appears; and

3.2.5 headings and the use of the bold type face and underlining are for convenience only and shall not affect the construction of these Articles.

4. Share Capital

The authorised share capital of the Company at the date of adoption of these Articles is £208,957 divided into 1,089,570 Ordinary Shares of £0.10 each and 1,000,000 "A" Ordinary Shares of £0.10 each.

5. Share Rights

The rights attaching to the Shares in the capital of the Company shall be as designated below.

5.1 Income

Profits of the Company available for distribution in any Financial Year may be used to pay such dividend to the Ordinary Shareholders only, rateably according to the nominal value of their respective holding of such Shares. No such dividend shall be payable to the "A" Ordinary Shareholders.

5.2 **Voting**

On a show of hands every Ordinary Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative, not being himself a Member entitled to vote, shall have one vote and on a poll every Ordinary Shareholder shall have one vote for every Ordinary Share of which he is the holder. The "A" Ordinary Shareholders shall have no voting rights.

5.3 **Capital**

On a return of capital on liquidation or otherwise, the assets of the Company available for distribution amongst the Members shall be applied between the Ordinary Shareholders only, rateably according to the nominal value of their respective holding of such Shares. No such assets shall be available for distribution amongst the "A" Ordinary Shareholders.

5.4 **Change of Control**

Upon a Change of Control the Capital Value shall be distributed between the Ordinary Shares and the "A" Ordinary Shares as follows:

5.4.1 Ordinary Shares as a class: 80%; and

5.4.2 "A" Ordinary Shares as a class: 20%.

6. **Lien**

The lien conferred by Regulation 8 shall attach also to Paid Up Shares and the Company shall also have a first and paramount lien on all Shares, whether Paid Up or not, standing registered in the name of any person indebted or under any liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all moneys payable by him or his estate to the Company. Regulation 8 shall be modified accordingly.

7. **Allotment of Shares**

7.1 Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to section 80 of the Act and to Article 7.2 below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

7.2 All Ordinary Shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Ordinary Shareholders in proportion as nearly as may be to the number of the existing Ordinary Shares held by them respectively unless the Company in general meeting shall by special resolution otherwise direct. The offer shall be made by notice specifying the number of Ordinary Shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Ordinary Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Ordinary Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Ordinary Shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any Ordinary Shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Ordinary Shares not accepted as aforesaid, such Ordinary Shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Ordinary Shareholders. The foregoing provisions of this Article 7.2 shall have effect subject to section 80 of the Act.

7.3 In accordance with section 91(1) of the Act sections 89 (1) and 90 (1) to (6) (inclusive) of the Act shall not apply to the Company.

7.4 The Directors are generally and unconditionally authorised, for the purposes of section 80 of the Act, to exercise any power of the Company to allot Shares during the period of five years from the date of adoption of these Articles and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given

may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

8. **Transfer of Shares – General**

8.1 The Board shall not register the transfer of any "A" Ordinary Share or any interest in any "A" Ordinary Share unless the transfer is made in accordance with Article 9 (Come Along Option), Article 10 (Tag Along) or Article 11 (Compulsory Transfers).

8.2 Regulations 30 and 31 shall be modified to reflect the provisions of this Article 8 and Articles 9 to 11.

9. **Come Along Option**

9.1 If at any time an offer is made to purchase fifty per cent (50%) or more of the Ordinary Shares of the Company those Ordinary Shareholders who wish to accept the relevant offer ("the Selling Shareholders") shall have the option ("the Come Along Option") to require all the "A" Ordinary Shareholders to transfer all the "A" Ordinary Shares with full title guarantee to the party making the offer ("the Offeror") or as the Offeror shall direct in accordance with this Article 9 PROVIDED THAT the transfer of Ordinary Shares by the Selling Shareholders to the Offeror would result in a Change of Control.

9.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a "Come Along Notice") to all "A" Ordinary Shareholders (the "Called Shareholders") at any time before the registration of the transfer of Shares to the Offeror. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "Called Shares") pursuant to Article 9.1 to the Offeror, the consideration for which the Called Shares are to be transferred (determined in accordance with Article 9.4), the proposed date of transfer, the identity of the Offeror and shall state that the "A" Ordinary Shareholders as a class shall be entitled to twenty per cent (20%) of the Capital Value and such amount shall be divided between them rateably according to the nominal value of their respective holdings of such "A" Ordinary Shares provided always that on completion of such transfer all and any such "A" Ordinary

Shareholders shall waive all such rights, title and interest in any "A" Ordinary Shares previously held by them in accordance with this Article 9.

9.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a transfer of Shares by the Selling Shareholders to the Offeror within 120 days after the date of the Come Along Notice.

9.4 The Called Shareholders shall be obliged to sell the Called Shares for twenty per cent (20%) of the Capital Value. If any part of the consideration is payable otherwise than in cash any "A" Ordinary Shareholder shall receive the consideration either:

9.4.1 in the same form and in the same proportion cash and other consideration bears to the total consideration received by the Ordinary Shareholders; or

9.4.2 cash;

as determined by the Board in its absolute discretion.

9.5 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:

9.5.1 all of the Called Shareholders and the Selling Shareholders agree otherwise; or

9.5.2 that date is less than 7 days after the date of the Come Along Notice, where it shall be deferred until the seventh day after the date of the Come Along Notice.

9.6 Each of the Called Shareholders shall on service of the Come Along Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be 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 Called Shares pursuant to this Article 9. The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares to the Offeror named in a Come Along Notice.

9.7 If upon service of a Come Along Notice in accordance with Article 9.2, there is any dispute between the Selling Shareholders and the Called Shareholders as to the Capital Value and such dispute is not resolved within 21 days of service of the Come Along Notice, the matter shall be referred to the Valuers by any Member. If a matter is so

referred to the Valuers, the Valuers shall act as experts and not as arbitrators and (in the absence of manifest error) their written determination shall be final and binding on the Members. The Company shall use its reasonable endeavours to procure that their written opinion on the matter in dispute is delivered to the Board within 28 days of being requested to do so. The period from the date of the request to the Valuers and the date of delivery of the Valuers' opinion shall not be counted in calculating the time which has lapsed since the date of the Come Along Notice for the purposes of Article 9.3. The Valuers' fees for reporting on such matter shall be borne as to one half by the Selling Shareholders and as to the other half by the Called Shareholders pro rata to the number of Shares held by them.

10. **Tag-Along**

10.1 Notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any Share (the "Specified Shares") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer in accordance with these Articles to purchase at the Specified Price (defined in Article 10.4) all the Specified Shares and all the "A" Ordinary Shares (the "Uncommitted Shares").

10.2 An offer made under Article 10.1 shall be in writing open for acceptance for at least 21 days, and shall be deemed to be rejected by any "A" Ordinary Shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase which shall take place within 30 days of the date of the offer.

10.3 An offer made under Article 10.1 shall specifically state that twenty per cent (20%) of the Capital Value shall be paid to all and any such "A" Ordinary Shareholders as may exist at the date of the transfer and shall be divided between them rateably according to the nominal value of their respective holding of such "A" Ordinary Shares provided always that on completion of such transfer all and any such "A" Ordinary Shareholders shall waive all such rights, title and interest in any "A" Ordinary Shares previously held by

them. For the purposes of this Article 10, the Capital Value shall be equivalent to the Specified Price calculated in accordance with Article 10.4.

10.4 For the purposes of Article 10.1:

10.4.1 the expression "transfer" includes the renunciation of a renounceable letter of allotment; and

10.4.2 the expression "Specified Price" means the higher of:

10.4.2.1 a price per share at least equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any Shares within the period of 6 months preceding the making of such an offer (including to avoid doubt the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares; or

10.4.2.2 a price per share equal to the amount Paid Up or credited as Paid Up on issue of the Shares.

10.5 If any part of the Specified Price is payable otherwise than in cash any "A" Ordinary Shareholder shall receive the Specified Price either:

10.5.1 in the same form and in the same proportion cash and other consideration bears to the total consideration received by the Ordinary Shareholders; or

10.5.2 cash;

as determined by the Board in its absolute discretion.

10.6 If the Capital Value cannot be agreed within 21 days before the proposed sale or transfer referred to in Article 10.1 between the Third Party Purchaser and the "A" Ordinary Shareholders, it may be referred to the Valuers by an "A" Ordinary Shareholder for

determination in the same manner as set out in Article 9.7 and, pending its determination, the sale or transfer referred to in Article 10.1 shall have no effect.

11. **Compulsory Transfers**

11.1 In this Article 11, a "Transfer Event" occurs:

11.1.1 in relation to any "A" Ordinary Shareholder being an individual:

11.1.1.1 if that "A" Ordinary Shareholder shall have a bankruptcy order made against him or shall be declared bankrupt by any court of competent jurisdiction; or

11.1.1.2 if that "A" Ordinary Shareholder shall die;

and within the following 12 months the Board shall thereafter notify the Company that such event is a Transfer Event in relation to "A" Ordinary Shareholders for the purpose of this Article;

11.1.2 if an "A" Ordinary Shareholder shall make or offer to purport to make any arrangement or composition with his creditors generally and within the following 12 months the Board shall resolve that such event is a Transfer Event in relation to that "A" Ordinary Shareholder for the purposes of this Article;

11.1.3 in relation to any "A" Ordinary Shareholder being a body corporate:

11.1.3.1 if that "A" Ordinary Shareholder shall have a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets;

11.1.3.2 if that "A" Ordinary Shareholder shall have an administrator appointed in relation to it;

11.1.3.3 if that "A" Ordinary Shareholder shall enter into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or

11.1.3.4 if that "A" Ordinary Shareholder shall have an equivalent action in respect of it taken in any jurisdiction;

and within the following 12 months the Board shall resolve that such event is a Transfer Event in relation to that "A" Ordinary Shareholder for the purposes of this Article; or

11.1.4 subject to Article 11.14 if an "A" Ordinary Shareholder who is at any time a Director or employee of the Company shall cease to hold such office or employment for any reason (other than a reason which also falls within Article 11.1.1) and within the following 12 months the Board shall resolve that such event is a Transfer Event in relation to that "A" Ordinary Shareholder for the purposes of this Article.

11.2 Upon the making of a notification or resolution under Article 11.1 that the same is a Transfer Event the "A" Ordinary Shareholder in respect of whom it is a Transfer Event (the "Relevant Member") shall be deemed to have immediately given notice in writing to the Company of his intention to transfer all of the Shares ("the Sale Shares") then held by that Relevant Member (a "Deemed Transfer Notice").

11.3 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with Articles 11.4 to 11.14.

11.4 Each Deemed Transfer Notice shall:

11.4.1 constitute the Company as the agent of the Relevant Member for the sale of the Sale Shares on the terms of this Article 11; and

11.4.2 be irrevocable.

11.5 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within Article 11 shall be the par value of each Sale Share multiplied by the number of Sale Shares held by the Relevant Member. The Sale Shares shall be sold together with all rights attaching to them as at the date of the Transfer Event including the right to any dividend declared or payable on those Shares after that date.

11.6 The Board shall give an offer notice ("the Offer Notice") to all Members or Board Invitees to whom the Sale Shares are to be offered in accordance with these Articles at least 10 Business Days after but no more than 20 Business Days after whichever first occurs of:

11.6.1 Board Invitees having been determined under Article 11.8 in respect of all of the Sale Shares; or

11.6.2 the periods to find Board Invitees having expired (or having been terminated early) without Board Invitees having been found in respect of all the Sale Shares.

11.7 An Offer Notice shall expire 35 Business Days after its service and shall:

11.7.1 specify the Sale Price; and

11.7.2 invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their applications.

11.8 Sale Shares specified in column (1) in the table below shall be treated as offered:

11.8.1 in the first instance to all persons in the category set out in column (2) in the table below;

11.8.2 to the extent not accepted by persons in the category set out in column (2), to all persons in the category set out in column (3) in the table below; and

11.8.3 to the extent not accepted by persons in the category set out in column (3), to all persons in the category set out in column (4) in the table below;

but no Shares shall be treated as offered to the Relevant Member selling the Sale Shares or any other Member who is then bound to give, has or is deemed to have given a Deemed Transfer Notice;

(1) Class of Sale Shares	**(2) First Offer to**	**(3) Second Offer to**	**(4) Third Offer to**
"A" Ordinary Share	Members holding "A" Ordinary Shares pro rata to their holdings of such shares	Ordinary Shareholders pro rata to their holdings of such shares	Board Invitees

11.8.4 The expression "Board Invitees" in these Articles means a person or persons (including the trustees of any trust for the benefit of employees and/or any actual or proposed employee of the Company) selected in the 30 Business Days immediately following the date on which the Sale Price is determined by the Board. The Board may elect to terminate early the selection periods under this Article.

11.9 After the expiry of the Offer Notice (or, if earlier, after valid applications have been received for all the Sale Shares in accordance with Article 11.8) the Board shall, in the priorities and in respect of each class of persons set out in the column in the table in Article 11.8 allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles, save that:

11.9.1 if there are applications of offerees for more than the number of Sale Shares available they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Shares which entitles them to receive such offer then held by them respectively;

11.9.2 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants in such manner as the Board shall think fit; and

11.9.3 any allocation of Sale Shares to or between Board Invitees shall be entirely at the discretion of the Board.

11.10 The Board shall within 5 Business Days of the expiry date of the Offer Notice, give notice in writing (a "Sale Notice") to the Relevant Member and to each person to whom Sale Shares have been allocated (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.

11.11 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 a date not less than 15 Business Days nor more than 30 Business Days after the date of the Sale Notice) when the Relevant Member shall, upon payment to him by a Purchaser of the Sale Price in respect of each of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relevant share certificates to that Purchaser.

11.12 The Relevant Member may, during the period of 120 days commencing 20 days after the expiry date of the Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of bona fide sale to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee.

11.13 If a Relevant Member fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 11, the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of the Relevant Member for this purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Relevant Member's behalf. The Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Relevant Member but shall not be bound to earn or pay interest on any money so held. The Company shall only be bound to pay over those purchase monies upon receipt from the Relevant Member of the relevant share certificate(s) in respect of the Sale Shares or, if the certificate(s) are lost or destroyed, an indemnity acceptable to the Company in that respect. The Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see the application of it and, after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 11.13, the validity of the proceedings shall not be questioned by any person.

11.14 For the purpose of Article 11.1.4, the date upon which an "A" Ordinary Shareholder ceases to be an employee as described therein shall:

11.14.1 where the employer terminates a contract of employment by giving notice to the employee of the termination of the employment, whether or not the same constitutes a wrongful or unfair dismissal, be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice (whether or not a payment is made by the employer in lieu of all or part of the notice period required to be given by the employer in respect of such termination);

11.14.2 where the employee terminates a contract of employment by giving notice to the employer of the termination of the employment (whether or not he is lawfully able to do so), be the date of that notice or, if later, the date (if any) for the termination expressly stated in such notice;

11.14.3 subject to Articles 11.14.1 and 11.14.2 where an employer or employee wrongfully repudiates the contract of employment and the other respectively accepts that the contract of employment has been terminated, be the date of such acceptance by the employee or employer respectively; or

11.14.4 in any other case, the date on which the contract is terminated.

12. **General Provisions**

12.1 **General meetings and resolutions**

12.1.1 Every notice governing a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to Ordinary Shareholders in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company. The "A" Ordinary Shareholders shall not be entitled to receive notices of and other communications relating to any general meeting unless such meeting is called to consider rights attaching to the "A" Ordinary Shares.

12.1.2 No business shall be transacted at any general meeting unless a quorum is present. Subject to Article 12.1.3 below two persons entitled to vote upon the business to be transacted, each being a Member or proxy for a Member or a duly authorised representative of a corporation, shall be a quorum.

12.1.3 If and for so long as the Company has only one Member entitled to vote upon the business to be transacted, that Member present in person or by proxy or if that Member is a corporation by a duly authorised representative shall be a quorum.

12.1.4 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.

12.1.5 Regulations 40 and 41 shall not apply to the Company.

12.2 **Alternate Directors**

12.2.1 An Alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 shall be modified accordingly.

12.2.2 A Director, or any such other person as is mentioned in Regulation 65 may act as an Alternate Director to represent more than one Director, and an Alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

12.3 **Appointment, retirement and removal of directors**

12.3.1 Regulation 64 shall not apply to the Company.

12.3.2 The maximum number and minimum number respectively of the Directors may be determined from time to time by ordinary resolution in general meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions granted by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 shall be modified accordingly.

12.3.3 The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) shall not apply to the Company.

12.3.4 No person shall be appointed a Director at any general meeting unless either:

12.3.4.1 he is recommended by the Directors; or

12.3.4.2 not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a Member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

12.3.5 Subject to Article 12.3.4 above, the Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

12.3.6 The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 12.3.2 above as the maximum number of Directors and for the time being in force.

12.3.7 In any case where as the result of the death of a sole Member of the Company the Company has no Members and no Directors the personal representatives of

such deceased Member shall have the right by notice in writing to appoint a person to be a Director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to Article 12.3.5.

12.4 **Proceedings of Directors**

12.4.1 A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

12.4.2 Regulations 94 to 97 (inclusive) shall not apply to the Company.

12.5 **Borrowing powers of Directors**

The Directors may exercise all the powers of the Company to borrow without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any *mortgage, charge or standard security over its undertaking, property and uncalled capital,* or any part thereof, and 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.

12.6 **Dividends**

The Directors may deduct from any dividend or other moneys payable to a person in respect of a Share any amounts due from him to the Company on account of a call or otherwise in relation to a Share.

12.7 **Notices**

12.7.1 Regulation 112 is modified by the deletion of the last sentence and the substitution for it of the following "A Member whose registered address is not

within the United Kingdom shall be entitled to have notices given to him at that address."

12.7.2 A notice sent by post to an address within the United Kingdom is deemed to be given 24 hours after posting, if pre-paid as first class, and 48 hours after posting, if pre-paid as second class. A notice sent by post to an address outside the United Kingdom is deemed to be given 4 days after posting, if pre-paid as airmail. Proof that an envelope containing the notice was properly addressed, pre-paid and posted is conclusive evidence that the notice was given. A notice not sent by post but left at a Member's registered address is deemed to have been given on the day it was left.

12.7.3 Regulation 116 is modified by the deletion of the words "within the United Kingdom".

12.7.4 Where the Articles require notice to be given by the holders of a stated percentage of Shares, notice may consist of several documents in similar form each signed by or on behalf of one or more Members.

12.8 **Indemnity**

12.8.1 Every Director or other officer or Auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

12.8.2 Regulation 118 shall not apply to the Company.

13. **Transfer of Shares**

The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a Share other than a transfer in accordance with Articles 9, 10 or 11 whether or not it is a fully paid Share, and the first sentence of Regulation 24 shall not apply to the Company.