

**ABC DIGITAL SOLUTIONS LIMITED**

**Company Number: 4199184**

**THE COMPANIES ACT 1985**

We, the undersigned, being all the members for the time being entitled to receive notice of and to attend and vote at General Meetings of the Company, passed by writing the following resolution as a Special Resolution pursuant to the Articles of Association, Regulation 53 of Table A and all other powers in that behalf and agree that such Resolution shall be for all purposes and valid and effect as if the same had been passed at a General Meeting of the Company duly convened and held.

**SPECIAL RESOLUTION**

**"THAT:**

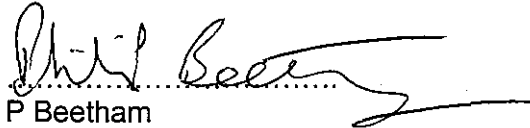
**1. Alteration of Articles**

The new Articles of Association in the form annexed hereto be and hereby are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company.

**2. The 3,000 issued "H" Ordinary Shares registered in the name of Stephen Burgess be redesignated as "A" Ordinary Shares.**



.....  
C Bakewell



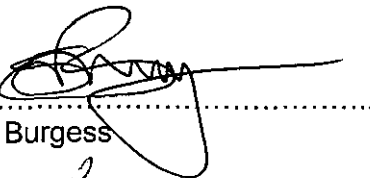
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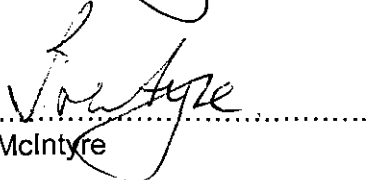
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M Birks



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S Burgess



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N Edgar



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I McIntyre



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D Millward

Date.. *1<sup>st</sup> July 2005* .....



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COMPANIES HOUSE

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26/07/05

Companies Act 1985  
Company Limited by Shares  
Company Number 4199184

ARTICLES OF ASSOCIATION  
OF  
ABC DIGITAL SOLUTIONS LIMITED\*

Incorporated on the 12<sup>th</sup> day of April 2001  
Adopted by special resolution passed on 1<sup>st</sup> day of July 2005

**Interpretation**

1 In these Articles, if not inconsistent with the subject or context:

"A Director" means any director appointed and holding office from time to time pursuant to Article 37

"A" Shares means the "A" Shares of one pence each in the capital of the Company from time to time

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

'Bad Leaver' is a Leaver who becomes a Leaver as a result of

- (a) save with Shareholder Approval resigning as or (for whatever reason) ceasing to be a director or employee of the Company or any Group Company; or
- (b) ceasing to provide services to the Company or any Group Company in circumstances where neither the Company nor any Group Company is liable to pay him any compensation for breach of contract or where he is in breach of contractual or other obligations to a third party by virtue of providing such services or holding office as director

'Controlling Interest' means an interest (within the meaning of Part I of Schedule 13 to the Act) in any shares conferring in the aggregate more than 50 per cent of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company

'Leaver' has the meaning ascribed in Article 18(C)

'Group Company' means the Company and any other Company (or other entity) which is for the time being a subsidiary undertaking or holding company (or any other subsidiary of any such holding company) of the Company (and 'Group' shall be construed accordingly)

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\* Pursuant to a Special Resolution dated 26<sup>th</sup> April 2001 the name of the Company was duly changed from its former name Grindco 347 Limited.

'representatives' means, in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity.

'Shares' means the 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H' and 'I' Ordinary Shares of 1 pence each and the Ordinary Shares of 1 pence each in the capital of the Company having the rights as set out in these Articles

'Shareholder Approval' means the prior consent or approval in writing of the holder or holders of a majority in nominal value of the "A" Shares.

'Table A' means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985.

#### **Table A**

- 2 The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
- 3 The last sentence of Regulation 1 of Table A is amended by deleting the words "but excluding any statutory modifications thereof not in force when these Regulations become binding on the Company"
- 4 Regulation 1 of Table A is further amended by adding at the end of the last sentence the words " but, if a particular word or expression has more than one definition in the Act the definition to be adopted is that which has the most general application in the Act".
- 5 Regulations 8, 24, 26, 40, 41, 59, 64, 65, 73 to 78, 80, 94, 95 to 98, and 118 of Table A do not apply to the Company.

#### **Share capital**

- 6(A) The authorised share capital of the Company at the date of adoption of these Articles is £10,000 divided into 100,000 'A' Ordinary shares of 1p each, 11,500 'B' Ordinary Shares of 1p each, 11,500 'C' Ordinary Shares of 1p each, 11,500 'D' Ordinary Shares of 1p each, 3,500 'E' Ordinary Shares of 1p each, 3,500 'F' Ordinary Shares of 1p each, 2,000 'G' Ordinary Shares of 1p each, 3,000 'H' Ordinary Shares of 1p each, 3,500 'I' Ordinary Shares of 1p each and 850,000 Ordinary Shares of 1p each ranking *pari passu* in all respects.

Except as provided otherwise in these Articles the 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H' and 'I' Ordinary Shares and the Ordinary Shares shall rank *pari passu* but shall constitute separate classes of shares.

- 6(B) For the avoidance of doubt it is hereby declared that the Company may determine to distribute among the holders of one class of shares in the capital of the Company all or part of the profits of the Company available for distribution without distributing any part of the profits of the Company available for distribution to the other class of shares in the capital of the Company.

7A. Save with Shareholder Approval

- (i) no shares may be allotted or issued to any person; and

the Company shall not exercise any of the powers referred to in regulation 3, 32, 33, 34, 35 and 110.

- 7B Subject to article 7A the directors are unconditionally authorised to allot, create, deal with or otherwise dispose of relevant securities (within the meaning of section 80(2) of the Act) to such persons (including any director) on such terms and at such times as they think fit, but no shares shall be issued at a discount.
- 8 Regulation 2 of Table A is amended by adding at the end "or, if there is no relevant resolution or so far as the resolution does not make specific provision, as the directors determine".
- 9 The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with article 7 is the nominal amount of unissued shares at the date adoption of these articles or such other amount as is authorised by the Company in general meeting.
- 10 The authority conferred on the directors by articles 7 and 9 shall remain in force for a period of 5 years from the date adoption of these articles. This authority may be renewed by the Company in general meeting in accordance with section 80 of the Act.
- 11 The provisions of section 89(1) and sub-sections (1) to (6) of Section 90 of the Act do not apply to the Company.

#### **Lien**

- 12 The Company shall have a first and paramount lien on every share for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share. The Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such moneys are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to all distributions of money and other assets attributable to it.
- 13 Regulation 10 of Table A is amended by adding at the end the following sentence :-  
"The transferee shall be registered as the holder of the shares comprised in the transfer (whether the share certificate has been produced or not) and he shall not be bound to see to the application of the purchase consideration."
- 14 Regulation 11 of Table A is amended by replacing "to the person entitled to the shares at the date of the sale" with "to the person entitled to the shares immediately prior to the sale."

#### **Calls of shares and forfeiture**

- 15 Regulation 12 of Table A is amended by replacing "subject to receiving at least 14 clear days notice" with "subject to being given at least 14 clear days notice" and by replacing "before receipt of the Company of any sum due thereunder" with "before receipt by the Company of the sum due thereunder."

## Transfer of shares

- (A) The directors shall refuse to register the transfer of any share, not being such a transfer as is permitted under Article 16(B) below ('a Permitted Transfer'), proposed to be made other than in accordance with or as permitted under Article 17.
- 16(B) A member holding "A" Shares (or following his death or bankruptcy his representatives) may at any time transfer a share of which he is the holder without complying with the pre-emption provision set out in Article 17
- 16(C) Whenever a share is transferred to a member holding shares only of another class such first mentioned share shall ipso facto and forthwith be converted into and redesignated as a share of such other class.
- 17(A) Except in the case of a Permitted Transfer, the right to transfer or otherwise dispose of a share or any interest or right in or arising from a share (an option or other like right to acquire any share (whether by subscription or otherwise) being deemed to be an interest in a share for this purpose) shall be subject to the provisions contained in this Article and any such transfer or other disposal made otherwise than in accordance with such provisions shall be void.
- 17(B) Before transferring or otherwise disposing of any share or any interest or right in or arising from any share the person proposing to transfer or otherwise dispose of the same (the 'Transferor') shall give notice in writing (a 'Transfer Notice') to the Company specifying the number of the shares, interest and/or rights of which the Transferor wishes to dispose.
- 17(C) Notwithstanding that a Transfer Notice specifies that the Transferor wishes to dispose only of an interest or right in or arising from or attaching to, the shares referred to therein, the Transfer Notice shall (notwithstanding anything in the Transfer Notice to the contrary) unconditionally constitute the Company as the agent of the Transferor in relation to the sale of all the legal title to, beneficial ownership of and all interests and rights attaching to the shares referred to therein (the 'Sale Shares') at the Sale Price as hereinafter referred to in accordance with the provisions of this Article. A Transfer Notice shall not be revocable except with the consent of the directors.
- 17(D) Except in the case of a Transfer Notice which a Member is bound to give or is deemed to have given pursuant to Article 18 (a 'Mandatory Transfer Notice'), a Transfer Notice may include a condition (a 'Total Transfer Condition') that if all the Sale Shares (of whatever class) are not sold to Approved Transferees (as hereinafter defined), then none shall be so sold.
- 17(E) Subject always to the provisions of Article 18(C)
- (a) if, not more than 14 days after the date on which the Transfer Notice was given or was deemed to be given (or such longer period (if any) as the directors with prior Shareholder Approval may allow for this purpose) the Transferor and the directors shall have agreed a price per share as representing the fair value of the Sale Shares or as being acceptable to the Transferor and not more than the fair value thereof then such price shall be the Sale Price and the Prescribed Period shall commence on the date on which such agreement is reached and shall expire two months thereafter; or
- (b) failing such agreement, upon the expiry of 14 days (or such longer period (if any) as aforesaid) after the date on which the Transfer Notice was given or was deemed to

be given the directors shall instruct the auditors for the time being of the Company to determine and report the sum per share considered by them to be the fair value of the Sale Shares as at the date when the Transfer Notice was given or deemed to have been given (as the case may be) and the Prescribed Period shall commence on the date on which the auditors shall so determine and report and shall expire two months thereafter.

- 17(F) For the purposes of Article 17(E) the auditors shall act as experts and not as arbitrators and (save only for manifest error) their determination shall be final and binding upon the Company and all members. The costs and expenses of the auditors in relation to the making of their determination shall be borne by the Company unless the Sale Price as so determined is the same as, or substantially the same as, that (if any) which the directors had notified to the Transferor as being in their opinion the Sale Price, in which event such costs and expenses shall be borne by the Transferor.
- 17(G) Sale Shares shall be dealt with in the following manner:
- (a) the Sale Shares may be purchased by the Company at the Sale Price. The directors (with prior Shareholder Approval) shall determine whether and if so how many Sale Shares the Company will purchase and if they do so determine they shall notify the Transferor of the number of Sale Shares to be purchased by the Company.
  - (b) any Sale Shares not purchased by the Company shall be offered to such person or persons (if any) as the directors (with Shareholder Approval) think fit.
- 17(H) Any such notification or offer as is required to be made by the Company pursuant to Article 17(G) shall be made as soon as practicable following the determination of the Sale Price for the relevant Sale Shares and shall limit a time (not being less than 14 days or more than 21 days) after such offer is made within which it must be accepted or, in default will lapse.
- 17(I) If a Transfer Notice shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Sale Shares will become effective unless such condition is satisfied. Subject thereto, any such offer as is required to be made by the Company pursuant to Article 17(G) shall be unconditional.
- 17(J) If prior to the expiry of the Prescribed Period the Company shall purchase some or all of the Sale Shares or, pursuant to the foregoing provisions, find other persons (herein called 'Approved Transferees') to purchase some or (if Article 17(I) shall apply) all the Sale Shares it shall forthwith give notice in writing thereof to the Transferor and the Approved Transferees. Every such notice shall state the name and address of each of the Approved Transferees and the number of the Sale Shares agreed to be purchased by him and shall specify a place and time and date (not being less than three days nor more than seven days after the date of such notice) at which the sale and purchase shall be completed. Upon the giving by the Company of any such notice as aforesaid the Transferor shall be bound (subject only to due payment of the Sale Price) to complete the sale of the Sale Shares to which such notice relates in accordance with its terms.
- 17(K) If a Transferor shall (save only for reason that the Company or an Approved Transferee does not duly pay the Sale Price) fail to duly transfer any Sale Shares to the Company or an Approved Transferee, the directors shall be entitled to, and shall, authorise and instruct some person to execute and deliver on his behalf the

necessary transfer and the Company may receive the purchase money in trust for the Transferor and shall cause such Approved Transferee to be registered as the holder of such Shares. The receipt of the Company for the purchase money shall be a good discharge to the Approved Transferee (who shall not be bound to see to the application thereof) and after the Approved Transferee has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

17(L) If the Company shall not, prior to the expiry of the Prescribed Period, find Approved Transferees willing to purchase some, or, if the relevant Transfer Notice validly contained a Total Transfer Condition, all, of the Sale Shares, it shall give notice in writing thereof to the Transferor and the Transferor, at any time thereafter up to the expiration of two months from the date of such notice, shall (subject as hereinafter provided) be at liberty to transfer those of the Sale Shares not purchased by Approved Transferees or all the Sale Shares (as the case may be) to any one person approved by the A Director(s) on a bona fide sale at any price not being less than the Sale Price. The directors may require the Transferor to provide evidence to them (to their reasonable satisfaction) that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate, allowance or indulgent terms whatsoever to the purchaser thereof and if not so satisfied may refuse to register the instrument of transfer and/or serve a Disenfranchisement Notice with the effect set out in Article 18(E)(b) in respect of such shares as shall have been so sold.

17(M) Any share required to be transferred by a Transferor to an Approved Transferee pursuant to this Article shall be transferred free from any mortgage, charge, lien, option or other encumbrance and with the benefit of all rights and entitlements attaching thereto and if, in determining the Sale Price, there was taken into account any entitlement to any dividend which has been paid prior to the date on which the transfer is registered then the Transferor shall be liable to account to the Approved Transferee for the amount thereof (and the Approved Transferee, when making payment for such share, may set-off such amount against the Sale Price payable).

#### **18. Special provisions relating to share transfers**

18(A) If any person shall purport to transfer or otherwise dispose of any share or any interest in or right arising from any share otherwise than as permitted under Article 16 or in accordance with the provisions of Article 17 such person shall, unless and to the extent (if any) that the directors otherwise determine at the relevant time, be deemed to have given on the date on which the directors give notice to such person that they have become aware of the purported transfer or other disposal, a Transfer Notice in respect of all shares of which such person is then the holder.

18(B) If any person becomes entitled to shares in consequence of the death, bankruptcy or liquidation of a Member in circumstances where the provision of Article 18(C) do not apply then (unless a transfer to such person would be a Permitted Transfer or the directors with Shareholders Approval determine otherwise at the relevant time) a Transfer Notice shall be deemed to have been given on the date on which the directors become aware that such entitlement has arisen in respect of all shares held by the Member.

18(C) If at any time any director or employee of or consultant to any Group Company shall cease (for whatever reason including (without limitation) death, bankruptcy or liquidation) to be such a director or an employee or consultant (a 'Leaver') and such person shall be the holder of Shares, then:

(unless and to the extent that there is Shareholder Approval otherwise at the relevant time) there shall be deemed to have been given on the date of such cessation a Transfer Notice in respect of all Shares then held by such person and

- (b) (unless and to the extent that there is Shareholder Approval otherwise at the relevant time) in the case (only) of a Bad Leaver, if (and only if) the fair value of each of the shares the subject of the Transfer Notice as determined pursuant to Article 17(E) is more than the nominal value of each such share then (notwithstanding the provisions of Article 17(E) an amount equal to the lower of the nominal value or the issue price of each such share (for the avoidance of doubt, excluding any share premium thereon) shall be deemed to be the Sale Price for the purposes of such Article 17(E).

18(D) If a corporation which is a holder and/or beneficial owner of any share in the Company ceases to be controlled by the person or persons who were in control of the corporation at the time when the corporation became a Member of the Company, it shall, within seven days of such cessation of control, give notice in writing to the Company of that fact and unless the directors (with Shareholder Approval) determine otherwise at the relevant time there shall be deemed to have been given as from the date on which the directors became aware of such cessation (however they became so aware) a Transfer Notice in respect of all shares held and/or beneficially owned by such corporation. For the purpose of this Article 18(D) 'control' shall have the same meaning as in section 416 Income and Corporation Taxes Act 1988.

18(E) For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required or may be deemed to be given under any provision of Article 17 or this Article 18, the directors may from time to time require any Member or the personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any shares the directors may by notice in writing stipulate that a Mandatory Transfer Notice shall as from the date of such notice or on such future date as may be specified therein be deemed to have been given by the holders of those shares in respect of all or any of such shares. Failing such information or evidence being furnished to the reasonable satisfaction of the directors within a reasonable time after request, the directors shall be entitled:

- (a) to refuse to register the transfer in question or, in case no transfer is in question, to require by notice in writing that a Transfer Notice be given by the holders of the relevant shares in respect of all such shares; and/or
- (b) to give to the holder(s) of the shares in question a notice (a 'Disenfranchisement Notice') stating that such shares shall as from the date of such notice no longer confer any right to attend, speak or vote at any general meeting of the Company or to receive or be entitled to receive any dividend or other distribution until such time as the directors shall think fit and, as from such date, such shares shall no longer confer any such rights accordingly.

18(F) Any director other than an "A" Director shall be regarded as having an interest which is material and which conflicts with the interests of the Company in (and accordingly shall not be entitled to vote in relation to) any matter which requires to be determined or otherwise decided upon by the directors pursuant to or for the purpose of any of



Articles 16 and 17 or this Article 18 to the extent such matter relates to any shares held by such director or in which such director is otherwise interested.

**19. Drag Along**

- (1) In these articles a qualifying offer shall mean an offer in writing by or on behalf of any person ("offeror") to the holders of the entire equity share capital in the Company to acquire all their equity share capital.
- (2) If the holders of a controlling interest ("the accepting shareholders") wish to accept the qualifying offer, then the provisions of this article shall apply.
- (3) The accepting shareholders shall give written notice to the remaining holders of the equity share capital ("other shareholders") of their wish to accept the qualifying offer and if the other shareholders do not purchase the accepting shareholders shares on the terms of the qualifying offer they shall thereupon become bound to accept the qualifying offer and to transfer their shares to the offeror (or his nominee) with full title guarantee on the date specified by the accepting shareholders.
- (4) If any other shareholder shall not, within five business days of being required to do so, execute and deliver transfers in respect of the equity shares held by him and deliver the certificate(s) in respect of the same (or a suitable indemnity in lieu thereof), than any accepting shareholder shall be entitled to execute, and shall be entitled to authorize and instruct such person as he thinks fit to execute, the necessary transfer(s) and indemnities on the other shareholder's behalf and, against receipt by the Company (on trust for such shareholder) of the consideration payable for the relevant shares, deliver such transfer(s) and certificate(s) or indemnities to the offeror (or his nominee) and register such offeror (or his nominee) as the holder thereof and, after such registration, the validity of such proceedings shall not be questioned by any person.
- (5) Upon any person, following the issue of a notice pursuant to article 12(4) becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the company ("new member"), a notice shall be deemed to have been served upon the new member on the same terms as the previous notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the offeror or as the offeror may direct and the provisions of this article shall apply mutatis mutandis to the new member save that completion of the sale of such shares shall take place forthwith upon the notice being deemed served on the new member.

**Transmission of shares**

- 20 Regulation 30 is amended by adding the following sentence after the first sentence :-
- "The Directors may by written notice require the person to make his election within 28 days of the date of the notice and if he does not do so he shall be deemed to have elected to have become the holder of the share."
- 21 Regulation 31 of Table A is amended by adding at the end the following sentences :-
- " When a person becomes entitled to a share by transmission, the rights of the holder in relation to it cease. The person entitled by transmission may give a good discharge for dividends and other distributions in respect of the share."

Regulation 31 is further amended by replacing "shall have the rights" with "shall (unless and so long as he fails to comply with a notice requiring him to elect under regulation 30) have the rights."

### **Proceedings at general meetings**

- 23 No business shall be transacted at any meeting unless a quorum is present when the meeting commences business. Where there are two or more members of the Company two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum provided that for so long as there is a holder of "A" Shares in the Company the meeting shall only be quorate if an A Shareholder is present in person or by proxy. Where there is only one member of the Company then the quorum shall be one. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, shall be dissolved.
- 24 The first sentence of Regulation 38 of Table A is amended by deleting "or a resolution appointing a person as a director."
- 25 Notice of meetings need not be given to the directors as such and Regulation 38 of Table A is modified accordingly.
- 26 A poll may be demanded at any general meeting by any member entitled to vote at it. Regulation 46 of Table A shall be modified accordingly.
- 27 On a show of hands or on a poll votes may be given either personally or by proxy.

### **Number of directors**

- 28 Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

### **Alternate directors**

- 29 A director (other than an alternate director) may appoint any person with the consent of the other directors to be an alternate director and may remove from office an alternate director appointed by him. Regulation 67 of Table A is amended by deleting the words which follow "if his appointers ceases to be a director."
- 29.1 When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director represented by him (in addition to his own vote if he is himself a director) and, when acting, shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.
- 29.2 An alternate director shall not be entitled to remuneration from the company for his services as an alternate director except that he may be paid by the company such part of the remuneration otherwise payable to his appointor as the appointor specifies by notice to the company.

### **Delegation of powers**

- 30 The following sentence shall be inserted after the first sentence of regulation 72 of Table A:

A committee of directors has the power, unless the directors direct otherwise, to appoint as a member of the committee for any specific purpose a person who is not a director of the Company.

#### **Appointment and retirement of directors**

- 31 The directors are not subject to retirement by rotation. The final two sentences of regulation 79 of Table A do not apply to the Company.
- 32 The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director.
- 33 A member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed. The appointment or removal shall be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or by a person authorised by resolution of the directors or other governing body. The appointment or removal shall take effect when the notice is delivered to the registered office or to the secretary of the Company, or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company.
- 34 There is no age limit for directors of the Company.
- 35 A director is not required to hold any qualification shares in the Company.
36. An "A" Director shall have the following rights:
- (a) if at any General Meeting a poll is duly demanded on a resolution to remove him from office, to ten votes for each share of which he is the holder; and
  - (b) if at any General Meeting a poll is duly demanded on a resolution to delete or amend the provisions of this Article, to ten votes for each share of which he is the holder if voting against such resolution.
37. Notwithstanding any other provisions of these articles for so long as there is a holder of "A" Shares in the Company the holder or holders of a majority in nominal value of the "A" Shares shall be entitled by notice in writing to the Company to appoint up to two people who are willing to act as directors either to fill a vacancy or as additional directors.

#### **Disqualification and removal of directors**

- 38 Regulation 81 of Table A shall be amended by substituting the following provisions for paragraphs (c) and (e):
- (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or
  - (e) he is otherwise duly removed from office.

#### **Remuneration of directors**

Regulation 82 of Table A shall be amended by adding after 'entitled to such remuneration' the words 'for their services as such'.

#### **Proceedings of directors**

40 Regulation 88 of Table A shall be amended by adding to the sentence:

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

the words:

unless he has given to the Company an address outside the United Kingdom to which notices should be sent and has requested the secretary to give him notice of such meetings.

41 If and so long as the minimum number of directors specified under these Articles is one:

- (a) a sole director may exercise all the powers conferred on the directors by the Articles, and shall do so by written resolution under his hand; and
- (b) regulations 88 to 90 of Table A shall not apply to the Company and article 34 of these Articles shall have no effect.

42 A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting.

43 Subject to disclosure in accordance with section 317 of the Act, a director shall be entitled to vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

43A No resolution may be passed by the directors unless (so long as there is an "A" Director) an "A" director has voted in favour of it.

#### **Minutes**

44 Regulation 100 of Table A is amended by replacing paragraphs (a) and (b) with "of all proceedings of general meetings and at meetings of the directors"

#### **The seal**

45 Regulation 101 of Table A is amended :-

- (a) by replacing "The seal shall only be used" with " If the company has a seal it shall be used only"; and
- (b) by adding at the end the following sentence :-

"A document signed by a director and a secretary or by two directors and expressed to be executed by the company has the same effect as if executed under the seal".

- 46 In accordance with section 39 of the Act the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

### **Dividends**

- 47 Regulation 107 of Table A is amended by adding at the end the following sentence :-  
"Unclaimed dividends may be invested or otherwise made use of for the benefit of the company until claimed."
- 48 Regulation 108 of Table A is amended by replacing "twelve years" with " three years."

### **Notices**

- 49 Regulation 115 of Table A is amended by :-
- (a) replacing " at the expiration of 48 hours after the envelope containing it was posted" with "at the expiration of 24 hours after the envelope containing it was posted if sent by first class post and at the expiration of 48 hours is sent by second class post."
- (b) by adding the following sentences "A notice which is served by being left at the registered office of the addressee shall be deemed to have been give when it was left there. A notice given by facsimile transmission shall be deemed to have been given when the message was sent."
- 50 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

### **Indemnity**

- 51 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company is entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office, including any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part; or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.