

**Company limited by shares**

**Written resolutions**

of

**Motorola Limited**

(passed on 5 June 2009)

Pursuant to **written resolutions** of the company duly circulated on 5 June 2009 the following resolutions were passed on 5 June 2009 of which resolution 1 was passed as an **ordinary resolution** and resolution 2 was passed as a **special resolution** of the company:

**Ordinary Resolution:**

1. **That:**

- (a) 175,000,000 authorised and issued redeemable preference shares of £1 each in the capital of the company be and they are converted into 175,000,000 ordinary shares of £1 each; and
- (b) 75,000,000 authorised but unissued redeemable preference shares of £1 each in the capital of the company be and they are converted into 75,000,000 ordinary shares of £1 each,

each having the rights set out in the articles to be adopted pursuant to resolution 2 below.

**Special Resolution:**

2. **That** the draft regulations attached to this written resolution for the purposes of identification be and they are adopted by the company in substitution for its existing articles of association.

*S. Hushes*  
Secretary

WEDNESDAY



\*RXUWAB65\*

RM 01/07/2009  
COMPANIES HOUSE

No. 912182

**Elective Regime Adopted by**

**Board Resolution passed on 4/3/1996**

**THE COMPANIES ACT, 1948-89**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM AND ARTICLES OF ASSOCIATION**

**of**

**MOTOROLA LIMITED**

**As amended by resolution passed 5 June 2009**

**Incorporated the 2<sup>nd</sup> day of August 1967**

**The Company changed its name to Motorola Limited from  
Motorola Semiconductors Limited on 5<sup>th</sup> March 1974**

**ASHURST MORIS CRISP  
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5 Appold Street  
London EC2A 2HA**

**Tel: 020 7638 1111**

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**THE COMPANIES ACT, 1948**  
**COMPANY LIMITED BY SHARES**  
**MEMORANDUM OF ASSOCIATION**  
**of**  
**MOTOROLA LIMITED**

1. The name of the Company is "Motorola Limited".
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:
  - (a) To carry on all or any of the business of manufacturers maintainers repairers exporters importers distributors of and dealers in (whether at wholesale or at retail) and to carry out researches investigations and experimental work of every description in relation to all kinds of electrical electronic semiconductor and wireless components equipment appliances and apparatus and to buy sell manufacture maintain repair alter operate and otherwise deal in apparatus plant machinery fittings furnishings tools materials products and things of all kinds capable of being used for the purposes of the above mentioned business and to carry out marketing and promotion in connection therewith and to carry on business as a general commercial company.
  - (b) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business which the Company is authorised to carry on or may seem to the Company calculated directly or indirectly to benefit the Company, or to enhance the value of or render profitable any of the Company's properties or rights.
  - (c) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person or company possessed of property suitable for any of the purposes of the Company, or carrying on any business which the Company is authorised to carry on, and upon any terms and for any consideration, and in particular for cash or in consideration of the issue of shares, securities or obligations of the Company.
  - (d) To enter into partnership or into any arrangement for sharing profits, union of interest, joint adventure, reciprocal concession or co-operation with any person or company carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Company is authorised to carry on or engage in, or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to take or otherwise acquire and hold, sell or otherwise deal with shares, securities or obligations of, and to subsidise or otherwise assist any such person or company.
  - (e) To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, rights or privileges which the Company may think suitable or convenient for any purposes of its business and to erect, construct and equip buildings and works of all kinds.
  - (f) To apply for, purchase or otherwise acquire any patents, licences, and like rights, conferring on exclusive or non-exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company or the

acquisition of which may seem calculated directly or indirectly to benefit the Company, and to use, exercise, develop, grant licences in respect of, or otherwise turn to account the rights and information so acquired.

- (g) To purchase, subscribe for or otherwise acquire, and to hold the shares, securities or obligations of any company in the United Kingdom or elsewhere.
- (h) To invest the moneys of the Company in or upon such shares, securities and investments and in such manner as may from time to time be determined.
- (i) To borrow and raise money in any manner on any terms and for any purposes whatsoever, whether alone or jointly and/or severally with any other company or companies and to secure any debt, obligation or liability whatsoever by mortgages of or charges upon all or any part of the undertaking, real and personal property, assets, rights and revenues (present or future) and uncalled capital of the Company or by the creation and issue on any terms of debentures, debenture stock or other securities of any description and for the purposes of or in connection with the borrowing or raising of moneys by the Company to become a member of any building society.
- (j) To enter into any guarantee, bond, contract of indemnity, suretyship or joint obligation and otherwise give security or become responsible for the performance of any obligations or the discharge of any liabilities by any person or company in any manner on any terms and for any purposes whatsoever, whether alone or jointly and/or severally with any other company or companies and whether with or without the Company receiving any consideration or advantage and whether or not in furtherance of the attainment of any other object of the Company and in particular (without derogation from the generality of the foregoing) to guarantee, support or secure (by personal covenant or by mortgaging or charging all or any part of the undertaking, real and personal property, assets and revenues (present and future) and uncalled capital of the Company, or by both such methods, or in any other manner) any debts, obligations or securities whatsoever and the discharge of any liabilities whatsoever, including (without limitation) those of any company which is for the time being the holding company or a subsidiary (both defined by Section 736 of the Companies Act 1985) of the Company or of the Company's holding company or is controlled by the same persons as control the Company (or any holding company of the Company) or is otherwise associated with the Company in business or engaged with it in any enterprise, transaction or venture.
- (k) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company, or in whose business or undertaking the Company is interested.
- (l) To draw, make, accept, indorse, discount, execute and issue cheques, Promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- (m) To lend money to such persons, upon such terms and subject to such conditions as may seem expedient.

- (n) To sell, let, develop, dispose of or otherwise deal with the undertaking or all or any part of the property of the Company, upon any terms, with power of accept as the consideration any shares, securities or obligations of or interest in any other company.
- (o) To pay out of the funds of the Company all expenses which the Company may lawfully pay of or incident to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting shares, debentures, debenture stock, securities or obligations.
- (p) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, and to obtain from any such government or authority any rights, concessions and privileges that may seem conducive to the Company's objects or any of them.
- (q) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.
- (r) To promote any company or companies for the purpose of its or their acquiring all or any of the property, rights and liabilities of the Company, or for any other purpose which may seem directly or indirectly calculated to benefit this Company and to pay all the expenses of or incidental to such promotion.
- (s) To amalgamate with any other company.
- (t) To distribute any of the Company's property or assets among the members in specie.
- (u) To cause the Company to be registered or recognised in any foreign country.
- (v) So far as permitted by the Companies Act 1985 (the "Act"), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.
- (w) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to

oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (x) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.
- (y) (i) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the company, or of any other body (whether or not incorporated) which is or was its parent undertaking or subsidiary undertaking or another subsidiary undertaking of any such parent undertaking (together "Group Companies") or otherwise associated with the Company or any Group Company or in which the Company or any such Group Company has or had any interest, whether direct or indirect, or of any predecessor in business of any of the foregoing, or who are or were at any time trustees of (or directors of trustees of) any pension superannuation or similar fund, trust or scheme or any employees share scheme or other scheme or arrangement in which any employees of the Company or of any such other body are interested, including (without prejudice to the generality of the foregoing) insurance against any costs, charges, expenses, losses or liabilities suffered or incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and discretions and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such other body, fund, trust, scheme or arrangement; and
- (ii) to such as may be permitted by law otherwise to indemnify or to exempt any such persons against or from any such liability; for the purposes of this clause "parent undertaking" and "subsidiary undertaking" shall have the same meanings as in the Companies Act 1989.
- (z) To do all or any of the above things in any part of the World, and either as principals, agents, trustees or otherwise, and either alone or in conjunction with others, and by or through agents, sub-contractors, trustees or otherwise.
- (aa) To do all such other things as the Company may deem incidental or conducive to the attainment of any of the above objects of the Company.

And it is hereby declared that the word "company", save where used in reference to this Company in this Clause, shall be deemed to include any partnership or other body of persons whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere and the intention is that each of the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be an independent main object and be in nowise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the Members is limited.

5. The Share capital of the Company is £575,000 divided into 575,000 Shares of £1 each.

Share capital of the Company increased by 100 shares to 575,100 effective 1 January 1974.

Share capital of the Company increased by 499,900 shares to 1,075,000 effective 31 January 1974.

Share capital of the Company increased by 875,000 shares to 1,950,000 effective 30 June 1975.

Share capital of the Company increased by 3,000,000 shares to 4,950,000 effective 29 December 1975.

Share capital of the Company increased by 300,000 shares to 5,250,000 effective 20 December 1976.

Share capital of the Company increased by 1,000,000 shares to 6,250,000 effective 25 June 1981.

Share capital of the Company increased by 5,000,000 shares to 11,250,000 effective 8 December 1981.

Share capital of the Company increased by 38,750,000 shares to 50,000,000 effective 1 December 1982.

Share capital of the Company increased by £50,000,000 to £100,000,000 effective 28 August 1990.

Share capital of the Company increased by 250,000,000 shares to 350,000,000 effective 16 November 1998.

Share capital of the Company increased by 100,000,000 shares to 450,000,000 effective 30 July 2002.

Share capital of the Company increased by 50,000,000 shares to 500,000,000 effective 9 May 2008.<sup>1</sup>

Share capital of the Company converted to a single class of 500,000,000 ordinary shares of £1 each effective 5 June 2009.

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<sup>1</sup> Share capital comprised 250,000,000 redeemable preference shares of £1 each and 250,000,000 ordinary shares of £1 each

WE, the several persons whose names and addresses are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the Capital of the Company set opposite our respective names.

<<private>>Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each subscriber
<p>MICHAEL H. LEGGE 17 Throgmorton Avenue London EC2 Solicitor</p>	One
<p>GEOFFREY C WILLIAMS 17 Throgmorton Avenue London EC2 Solicitor's Articled Clerk</p>	One

DATED the 25<sup>th</sup> day of July 1967

WITNESS to the above signatures:-

DAVID LIEBERMAN  
Solicitor (N.S.W.)  
17 Throgmorton Avenue  
London EC2

# **Articles of Association**

of

**Motorola Limited**

Company number: 00912182

(Private company limited by shares)

as adopted by special resolution passed on

5 June 2009

**Osborne Clarke**

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Temple Quay  
Bristol  
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RGC/5265601/O7248946/RGC

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**The Companies Acts 1985 to 2006**

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**Private company limited by shares**

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**Articles of Association**

of

**Motorola Limited (the "Company")**

(as adopted by special resolution passed on 5 June 2009)

**1. Preliminary**

The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied by these Articles or are inconsistent with these Articles and such regulations (except as so excluded, varied or inconsistent) together with these Articles shall be the regulations of the Company (to the exclusion of any other regulations set out in any statute, statutory instrument or other subordinate legislation from time to time in force).

**2. Definitions and interpretation**

***Definitions***

2.1 In these Articles, unless the context otherwise requires, the following words have the following meanings:

"1985 Act" means the Companies Act 1985.

"2006 Act" means the Companies Act 2006.

"Acts" means (subject to Article 2.3) the Companies Acts and, where the context requires, every other statute, order, regulation, or other subordinate legislation from time to time in force in the United Kingdom concerning companies and affecting the Company.

"address" has the meaning given in Section 1148, Companies Act 2006.

"Articles" means these articles of association as altered or varied from time to time (and "Article" means a provision of these Articles).

"Board" means the board of directors from time to time of the Company (or any duly authorised committee of it).

"Companies Acts" has the meaning given in Section 2, 2006 Act.

"document" means any document (including, but not limited to, any summons, notice, order, register, certificate or other legal process).

"electronic address" has the meaning given in Section 333(4), 2006 Act.

"electronic form" has the meaning given in Section 1168, 2006 Act.

"electronic means" has the meaning given in Section 1168, 2006 Act.

"hard copy form" and "hard copy" has the meaning given in Section 1168, 2006 Act.

"Regulation(s)" means the appropriately numbered regulation(s) in Table A.

"subsidiary" has the meaning set out in Section 1159, 2006 Act, provided that a company shall not be regarded as a subsidiary of another company by reason only of the fact that such company is a member of it and controls the composition of its board of directors.

"working day" has the meaning given in Section 1173, 2006 Act.

"writing" means printing, typewriting, lithography, photography and any other mode or modes of representing or reproducing words, symbols or other information in a legible and non-transitory form and "written" shall be construed accordingly.

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Table A to F) (Amendment) Regulations 1985 (SI 1985/1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373), the Companies (Table A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Table A to F) (Amendment) (No. 2) Regulations 2007 (SI 2007/2826).

### *Interpretation*

- 2.2 Unless the context otherwise requires (or unless otherwise defined or stated in these Articles), words or expressions defined in Table A shall have the same meaning in these Articles. Any other words and expressions contained in these Articles and/or in Table A shall have the same meaning as in the Acts.
- 2.3 In these Articles, a reference to any statute or provision or schedule of a statute shall include any orders, regulations or other subordinate legislation made under it and shall, unless the context otherwise requires, include any modification, re-enactment or re-statement of it for the time being in force and the same principle of construction shall be applied to any order, regulations or other subordinate legislation.
- 2.4 References in these Articles to a document or information being sent or supplied by or to a company (including the Company) shall be construed in accordance with the provisions of Section 1148(3), 2006 Act and any reference to "sent" or "supplied"

(or other similar term) shall be construed in accordance with the provisions of Section 1148(2), 2006 Act.

### **3. Share capital**

The authorised share capital of the Company at the date of adoption of these Articles is £500,000,000 divided into 500,000,000 ordinary shares of £1.00 each.

### **4. Shares**

#### ***Authority to allot***

- 4.1 The Board is generally and unconditionally authorised for the purposes of Section 80, 1985 Act to exercise any power of the Company to allot relevant securities (as defined in that section) to such persons, on such terms and in such manner as it thinks fit, up to an aggregate nominal amount as is equal to the authorised but unissued share capital of the Company immediately following the adoption of these Articles, at any time or times during the period of 5 years from the date on which the resolution of the Company adopting these Articles was passed, provided that such authority may be previously revoked or varied by the Company in general meeting.
- 4.2 The authority contained in Article 4.1 shall enable the Board to allot relevant securities after the expiry of the period set out in Article 4.1 pursuant to an offer or agreement made by the Company before the expiry of the said period.
- 4.3 All unissued shares or securities of the Company not comprising relevant securities shall be at the disposal of the Board who may allot, issue, grant options or rights over or otherwise dispose of them to such persons, at such times, and on such terms as it thinks fit, provided that no such shares or securities shall be issued at a discount.

#### ***Exclusion of statutory pre-emption provisions***

- 4.4 Pursuant to Section 91, 1985 Act, sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90, 1985 Act shall be excluded from applying to the Company.

### **5. Share certificates**

The first sentence of Regulation 6 is amended by adding after "Every certificate shall be sealed with the seal" the words "or executed in such other manner as the directors authorise, having regard to the provisions of the Acts".

### **6. Lien**

- 6.1 The lien conferred by Regulation 8 shall also attach to fully paid shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, registered in the name of any person, whether he is the sole registered holder of them or one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. The Company's lien on a share shall extend to any amount payable in respect of it (which shall include all distributions of money and other assets attributable to it). Regulation 8 is modified accordingly.

- 6.2 In addition, Regulation 10 shall be amended by the addition at the end thereof of the words "following such sale, the transferee shall be registered as the holder of those shares to which the transfer relates notwithstanding that he may not be able to produce the share certificate and he shall be under no responsibility to see the application of the consideration".
- 6.3 Regulation 11 shall be amended by replacing the words "...to the person entitled to the shares at the date of the sale." with the words "...to the person entitled to the shares immediately before the sale took place".

## 7. **Forfeiture**

The liability of any member in default of payment of a call shall, if the Board so determines, include any costs and expenses suffered or incurred by the Company in respect of such non-payment and the powers conferred on the Board by Regulation 18 and the provisions of Regulation 21 are extended accordingly.

## 8. **Transfer of shares**

- 8.1 The Board may, in its absolute discretion, refuse to register a transfer of any share, whether or not it is a fully paid share and whether or not the Company has a lien on such share. Regulation 24 shall not apply to the Company. Regulation 26 shall also not apply to the Company.
- 8.2 If the Board refuses to register a transfer of a share it shall, within 2 months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee together with its reasons for the refusal. Any instrument of transfer which the Board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company. Regulations 25 and 28 are modified accordingly.

## 9. **Transmission of shares**

- 9.1 The Board may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder of it to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within 60 days of such notice, the Board may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with. Regulation 30 is modified accordingly.
- 9.2 When a person becomes entitled to a share in consequence of death or bankruptcy or otherwise by way of operation of law, the rights of the holder in relation to it cease. The person who becomes so entitled may give a good discharge for dividends and other distributions in respect of the share. Regulation 31 is modified accordingly.

## 10. **Proceedings at general meetings**

- 10.1 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business (provided that the absence of a quorum shall not preclude the choice or appointment of a chairman, which shall not be treated as

part of the business of the meeting). Whenever the Company has only one member, the member present (being an individual) in person or by proxy, or (being a corporation) by a duly authorised representative or by proxy shall be a quorum. Whenever the Company has two or more members, two persons entitled to vote upon the business to be transacted (each being a member (being an individual) present in person or by proxy, or (being a corporation) present by a duly authorised representative or by proxy), shall be a quorum. Regulation 40 shall not apply to the Company.

- 10.2 If within half an hour from the time appointed for a general meeting, a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved. In any other case, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such time and place as the chairman (or, in default, the Board) may determine. If a quorum is not present at any such adjourned meeting within half an hour from the time appointed for that meeting (or if, during the meeting, a quorum ceases to be present), the meeting shall be dissolved. Regulation 41 shall not apply to the Company.
- 10.3 A poll may be demanded at any general meeting by any member entitled to vote on the resolution (being an individual) present in person or by proxy or (being a corporation) present by a duly authorised representative or by proxy. Regulation 46 shall be modified accordingly.

## 11. **Proxies**

### *Proxy appointments*

- 11.1 The appointment of a proxy shall:
  - (a) be made in writing under the hand of the appointor or of his attorney duly authorised in writing (or if the appointor is a corporation under its common seal or under the hand of some officer or attorney duly authorised on its behalf) and shall be in any common form or in such other form as the Board may approve;
  - (b) be deemed (subject to any contrary direction contained in the same) to confer authority to demand or join in demanding a poll and to vote (whether on a show of hands or a poll) on any resolution or amendment of a resolution put to the meeting for which it is given, as the proxy thinks fit and to confer the right to speak at the meeting to which it relates (including any adjournment of it);
  - (c) be valid as well for any adjournment of the meeting as for the meeting to which it relates; and
  - (d) where it is stated to apply to more than one meeting, be valid for all such meetings as well as for any adjournment of any such meetings.
- 11.2 Subject to the provisions of the Acts, the appointment of a proxy and the power of attorney or other authority (if any) under which it is signed (or a copy of such authority certified notarially or in some other way approved by the Board) shall be sent or supplied in hard copy form, or (subject to any conditions and limitations which the Board may specify) in electronic form:

- (a) to the registered office of the Company; or
- (b) to such other address (including electronic address) as is specified in the notice convening the meeting or in any instrument of proxy or any invitation to appoint a proxy sent or supplied by the Company in relation to the meeting; or
- (c) as the Board shall otherwise direct,

to be received before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

- 11.3 Any instrument of proxy not so sent or supplied or received shall be invalid unless the Board at any time prior to the meeting or the chairman of the meeting at the meeting, in their or his absolute discretion, accept as valid an instrument of proxy where there has not been compliance with the provisions of this Article and such proxy shall thereupon be valid notwithstanding such default.

***Revocation of proxy***

- 11.4 The validity of

- (a) a vote given or poll demanded in accordance with the terms of an appointment of a proxy; or
- (b) anything done by a proxy acting as duly appointed chairman of a meeting; or
- (c) any decision determining whether a proxy counts in a quorum at a meeting,

shall not be affected notwithstanding the death or mental disorder of the appointor or the revocation of the appointment of the proxy (or of the authority under which the appointment of the proxy was executed) or the transfer of the share in respect of which the appointment of the proxy is given, unless notice in writing of such death, mental disorder, revocation or transfer shall have been:

- (d) sent or supplied to the Company or any other person as the Company may require in the notice of the meeting, any instrument of proxy sent out by the Company in relation to the meeting or in any invitation to appoint a proxy issued by the Company in relation to the meeting, in any manner permitted for the sending or supplying of appointments of proxy pursuant to these Articles; and
- (e) received at the registered office of the Company (or such other address (including electronic address) as has been designated for the sending or supplying of appointments of proxy), before the time for the holding of the meeting or adjourned meeting to which it relates or, in the case of a poll taken after the date of the meeting or adjourned meeting, before the time appointed for the poll.

- 11.5 Regulations 60 to 63 (inclusive) shall not apply to the Company.

## **12. Resolutions**

A written resolution proposed in accordance with the provisions of Chapter 2 of Part 13 of the 2006 Act shall lapse if it is not passed before the period of 14 days beginning with the circulation date (as such is construed pursuant to Section 290, 2006 Act).

## **13. Number of directors**

The minimum number of directors shall be one and, if there is a sole director, he shall have all the powers and be subject to all the provisions conferred on the directors by these Articles. Regulations 64 and 90 are modified (and all other provisions of these Articles relating to directors shall be construed) accordingly.

## **14. Alternate directors**

- 14.1 The appointment of an alternate director shall be valid notwithstanding that he is approved by a resolution of the directors after his appointment as alternate director. Where an alternate director attends a meeting of the directors and no objection is raised at the meeting to his presence then he shall be deemed to have been approved by a resolution of the directors. Regulation 65 is modified accordingly.
- 14.2 A director who acts as an alternate director for one or more other directors shall be entitled to a separate vote for each appointor, in addition to his own vote. Regulation 88 is modified accordingly.

## **15. Delegation of directors' powers**

Any committee of the Board may consist of one or more co-opted persons other than directors of the Company on whom voting rights may be conferred as members of the committee but so that the number of co-opted members shall be less than one-half of the total number of members of the committee and so that no resolution of the committee shall be effective unless a majority of the members of the committee voting on the resolution are directors of the Company. Regulation 72 shall be modified accordingly.

## **16. Appointment and retirement of directors**

- 16.1 Regulation 78 shall apply but with the deletion of the words "and may also determine the rotation in which any additional directors are to retire" and the last sentence of Regulation 84 shall not apply to the Company.
- 16.2 The Board may by majority decision of all the directors remove from office any director appointed under Regulation 79 unless his appointment was made more than 2 years before such decision or unless his appointment has been approved by resolution of the shareholders. Regulation 79 is modified accordingly.

## **17. Remuneration of directors and director's expenses**

- 17.1 The directors shall be entitled to such remuneration as the Company may by ordinary resolution determine and, unless the resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

17.2 The directors may be paid all travelling, hotel and other expenses properly 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.

18. **Proceedings of directors**

18.1 Subject to Section 175(6), 2006 Act, the quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be:

- (a) one, whenever there is a sole director (and he alone (or any alternate director appointed by him) shall constitute the quorum); and
- (b) two, whenever there are two or more directors.

Regulation 89 is modified accordingly.

18.2 Any director (including an alternate director) may, if entitled to participate, participate in a meeting of the directors (or a committee of the directors of which he is a member) by telephone, video conference or other audio or audio-visual link or any other form of telecommunication provided all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Companies Acts, he shall be entitled to vote and be counted in the quorum accordingly. A meeting held in this manner shall be deemed to be validly held and shall be deemed to take place where the largest group of participants is physically assembled, or if there is no such group, where the chairman is physically present. The directors not present at the place at which the meeting is deemed to be held shall nevertheless be marked as present for the purposes of any minutes of the meeting. Notices of any Board meetings need not be given in writing.

18.3 Subject to Section 175(6), 2006 Act, a director may vote at any meeting of the directors or a committee of the directors of which he is a member on any resolution, and a director may participate in the transaction of the business of the directors and count in the quorum at any such meeting of the directors or a committee of the directors of which he is a member notwithstanding that it concerns or relates in any way to a matter in which he has directly or indirectly any kind of interest or duty. This Article does not affect any obligation of a director to comply with Section 177 and/or Section 182, 2006 Act or Regulations 85 and 86 regarding disclosure of interests. Regulations 94 to 97 (inclusive) shall not apply to the Company.

19. **Conflicts of interest**

19.1 Subject to and in accordance with the 2006 Act:

- (a) the directors may authorise any matter or situation arising on or after 1 October 2008 in which a director (the "**Conflicted Director**") has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of

the Company (including, without limitation, in relation to the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it) and for this purpose a conflict of interest includes a conflict of interest and duty and a conflict of duties (the "**Conflict Situation**");

- (b) any authorisation given in accordance with this Article 19 may be made on such terms and subject to such conditions and/or limitations as the directors may, in their absolute discretion, determine (including, without limitation, excluding the Conflicted Director and any other interested director from certain Board meetings, withholding from him or them certain Board or other papers and/or denying him or them access to certain confidential company information) and such terms, conditions and/or limitations may be imposed at the time of or after the authorisation and may be subsequently varied or terminated; and
- (c) in considering any request for authorisation in respect of a Conflict Situation, the directors shall be entitled to exclude the Conflicted Director from any meeting or other discussion (whether oral or written) concerning the authorisation of such Conflict Situation and they shall also be entitled to withhold from such Conflicted Director any Board or other papers concerning the authorisation of such Conflict Situation.

19.2 Without requiring authorisation under the provisions of Article 19.1, a director may be or become subject to one or more Conflict Situations as a result of him having a direct or indirect interest in any transaction or arrangement with, holding any office, employment or position with, or having any other direct or indirect interest (including, without limitation, any economic or commercial interest) in any Group Company. For the purpose of this Article 19.2 "**Group Company**" means any subsidiary and subsidiary undertaking of the company, any parent undertaking of the Company and any of its subsidiaries or subsidiary undertakings (as such terms are defined in the 2006 Act). Regulation 85 is extended accordingly.

19.3 If any Conflict Situation is authorised or otherwise permitted under these Articles, the Conflicted Director (for long as he reasonably believes such Conflict Situation subsists):

- (a) shall not be required to disclose to the Company (including the Board or any committee of it) any confidential information relating to such Conflict Situation which he obtains or has obtained otherwise than in his capacity as a director of the Company, if to make such disclosure would give rise to a breach of duty or breach of obligation of confidence owed by him to another person;
- (b) shall be entitled to attend or absent himself from all or any meetings of the Board (or any committee of it) at which anything relating to such Conflict Situation will or may be discussed; and
- (c) shall be entitled to make such arrangements as he thinks fit to receive or not to receive documents or information (including, without limitation, Board papers (or those of any committee of it)) relating to any such Conflict Situation and/or

for such documents or information to be received and read by a professional adviser on his behalf,

and in so doing, such Conflicted Director shall not be in breach of any general duty he owes to the company pursuant to Sections 171 to 177 (inclusive), 2006 Act and the provisions of this Article 19.3 shall be without prejudice to any equitable principle or rule of law which may excuse the Conflicted Director from disclosing information or attending meetings or receiving documents or information, in circumstances where such disclosure, attendance or receipt would otherwise be required under these Articles.

**19.4 Where a Conflict Situation has been authorised or is otherwise permitted under these Articles:**

- (a) the Conflicted Director shall not, by reason of his office, be liable to account to the Company for any dividend, profit, remuneration, superannuation payment or other benefit which he derives from any matter, office, employment or position which relates to such Conflict Situation;
- (b) no contract, arrangement, transaction or proposal shall be avoided on the grounds of the Conflicted Director having any interest in the Conflict Situation or receiving any such dividend, profit, remuneration, superannuation, payment or other benefit; and
- (c) the receipt of any such dividend, profit, remuneration, superannuation, payment or other benefit so authorised or permitted shall not constitute a breach of the duty not to accept benefits from third parties as set out in Section 176, 2006 Act,

provided the Conflicted Director has disclosed the nature and extent of his interest in the Conflict Situation to the other directors. Regulation 85 is extended accordingly.

**20. Company communications**

***Method of communication***

- 20.1 Subject to the provisions of the Acts, any document or information required or authorised to be sent or supplied by the Company to any member or any other person pursuant to these Articles, the Companies Acts or any other rules or regulations to which the Company may be subject, may be sent or supplied in hard copy form, in electronic form, by means of a website or in any other way in which documents or information may be sent or supplied by the Company pursuant to the Companies Acts, provided that notices of Board meetings need not be in writing. The provisions of the 2006 Act which apply to sending or supplying a document or information required or authorised to be sent or supplied by the Companies Acts by making it available on a website shall, mutatis mutandis, apply to the sending or supplying of any document or information required or authorised to be sent by these Articles or any other rules or regulations to which the Company may be subject, by making it available on a website.

***Address for service***

- 20.2 The Company may send or supply any document or information to a member either personally, or by post in a prepaid envelope addressed to the member at his registered address or at his address for service, or by leaving it at that address or any other address for the time being notified to the Company by the member for the purpose, or by sending or supplying it using electronic means to an electronic address for the time being notified to the Company by the member for the purpose, or by any other means authorised in writing by the member concerned. A member whose registered address is not within the United Kingdom and who gives the Company an address within the United Kingdom to which documents or information may be sent or supplied to him or gives an electronic address to which documents or information may be sent or supplied using electronic means, shall be entitled to have documents or information sent or supplied to him at that address, but otherwise no such member shall be entitled to receive any document or information from the Company.

***Service on joint holders***

- 20.3 In the case of joint holders of a share, if the Company sends or supplies any document or information to one of the joint holders, it shall be deemed to have been properly sent or supplied such document or information to all the joint holders.

***Undelivered documents or information***

- 20.4 If, on at least 2 consecutive occasions, the Company has attempted to send any document or information by electronic means to an address specified (or deemed specified) for the purpose and a delivery failure (or other similar) notification has been received by the Company, the Company thereafter shall, send documents or information in hard copy form or electronic form (but not by electronic means) to such member at his registered address or address for service within the United Kingdom (whether by hand, by post or by leaving it or them at such address), in which case the provisions of Article 20.5 shall apply.
- 20.5 If on 3 consecutive occasions documents or information have been sent or supplied to any member at his registered address or address for the service of such documents or information in the United Kingdom but have been returned undelivered, such member shall not thereafter be entitled to receive any documents or information from the Company until he shall have communicated with the Company and supplied in writing a new registered address or address within the United Kingdom for the service of documents or information or an electronic address to which documents or information may be sent or supplied using electronic means.

***Evidence of service and deemed delivery***

- 20.6 Any member present, in person or by proxy at any meeting of the Company or of the holders of any class of shares of the Company, shall be deemed to have received due notice of such meeting and, where requisite, of the purposes for which such meeting was called.
- 20.7 Any document or information, addressed to a member (or other person to whom such document or information is required or authorised to be sent pursuant to these Articles,

the Companies Acts or otherwise) at his registered address or address for service in the United Kingdom (or electronic address, as the case may be) shall:

- (a) if hand delivered or left at a registered address or other address for service in the United Kingdom, be deemed to have been served or delivered on the day on which it was so delivered or left;
- (b) if sent or supplied by post (whether in hard copy form or in electronic form), be deemed to have been received at the expiration of 24 hours after the envelope was posted;
- (c) if sent or supplied by electronic means (other than by means of website), be deemed to have been received (if sent or supplied between the hours of 9 a.m. and 5 p.m. on a working day) at the time it was sent, or (if sent or supplied at any other time) at 9 a.m. on the next following working day; and
- (d) if sent or supplied by means of a website, be deemed to have been received when the material was first made available on the website or, if later, when the recipient received (or is deemed to have received) notice of the fact that the material was available on the website.

20.8 In calculating a period of hours for the purpose of Article 20.7, no account shall be taken of any part of a day that is not a working day.

20.9 Subject to Article 20.6, in proving such service or delivery it shall be sufficient to prove that the envelope containing the document or information was properly addressed and put into the post in a prepaid envelope or, in the case of a document or information sent or supplied by electronic means, that it was sent or supplied in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators entitled "Electronic Communications with Shareholders 2007" (as such guidance is amended or updated from time to time).

20.10 The Company shall not be held responsible for any failure in transmission beyond its reasonable control and the provisions of Articles 20.6 to 20.9 (inclusive) shall apply regardless of any document or information being returned undelivered and regardless of any delivery failure notification or "out of office" or other similar response and any such "out of office" or other similar response shall not be considered to be a delivery failure.

20.11 Regulations 111, 112 and 115 shall not apply to the Company.

## **21. Indemnity, funding and insurance**

21.1 Subject to (but to the fullest extent permitted by) the provisions of the Companies Acts and without prejudice to any indemnity to which he may otherwise be entitled:

- (a) any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the Company or any associated company (which shall, for the purposes of this Article 21 have the meaning given in Section 256, 2006 Act) may, at the discretion of the Board, be indemnified out of the assets of the Company against all or any part of any

costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company or associated company, or incurred by him in connection with the Company's activities as trustee of any occupational pension scheme (which shall, for the purposes of this Article 21 have the meaning given in Section 235(6), 2006 Act); and

- (b) any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the Company or any holding company (as such is defined in Section 1159 and Schedule 6, 2006 Act) may, at the discretion of the Board, be provided with funds to meet any expenditure incurred or to be incurred by him as provided in Sections 205 and 206, 2006 Act (or to enable him to avoid incurring any such expenditure).
- 21.2 Subject to the provisions of the Companies Acts, the Company may (as the directors shall, in their absolute discretion, determine) purchase and maintain, at the expense of the Company, insurance for any person who is or was at any time a director, secretary or other officer (other than any person engaged as auditor) of the Company or any associated company in respect of all or any part of any costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or in the actual or purported exercise of his powers in relation to the affairs of the Company, or incurred by him in connection with the Company's activities as trustee of any occupational pension scheme.
- 21.3 Regulation 118 shall not apply to the Company.