

Company No. 03095468

THE COMPANIES ACT 1985

THE COMPANIES ACT 1989

Company Limited by Shares

SPECIAL RESOLUTIONS

of



ANGLIA CONSULTANTS LIMITED

(Passed 30<sup>th</sup> March 2001 )

By an Extraordinary General Meeting of the above-named Company, duly convened and held at 35/37 Exchange Street, Norwich, NR2 1EN on 30<sup>th</sup> March 2001 the following Resolution was duly passed as Special Resolution of the Company:-

**SPECIAL RESOLUTION TO ALTER THE ARTICLES OF ASSOCIATION**

That the Articles contained in the printed documents submitted to the Meeting and for the purpose of identification signed by the Chairman of the Meeting be and are hereby 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.

A handwritten signature in black ink is written over a horizontal dotted line. The signature is stylized and appears to be 'M. J. ...'.

.....

Chairman

Registered Office:

Oak Lodge  
School Lane  
Little Melton  
Norwich  
NR9 3LB

COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
of  
ANGLIA CONSULTANTS LIMITED  
(adopted on 30 March 2001)

1. *Preliminary and interpretation*

1.1 The regulations contained in Table A ("Table A") in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended at the date of adoption of these Articles shall apply to the Company save insofar as they are excluded or varied by these Articles

1.2 In these regulations and in the regulations of Table A that apply to the Company:

"the Act" means the Companies act 1985 including any statutory modification or re-enactment of it for the time being in force

"the Articles" means the Articles for the time being of the Company

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect

"executed" includes any mode of execution

"office" means the registered office for the time being of the Company

"the holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares

“the seal”	means the common seal of the Company
“secretary”	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary
“the United Kingdom”	means Great Britain and Northern Ireland

1.3 Unless the context otherwise requires words or expressions contained in these regulations and in the regulations of Table A that apply to the Company bear the same meaning as in the Act but excluding any statutory modification of it not in force when these regulations become binding on the Company, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations

1.4 The headings in these regulations are for convenience only and shall be ignored in construing the language or meaning of the Articles. Regulation1 of Table A shall not apply

## 2. *Private company*

The Company is a private company within the meaning of Section 1 of the Act and accordingly no shares in or debentures of the Company shall be offered to the public (whether for cash or otherwise) and the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public

## 3. *Share capital*

- 3.1 The share capital of the Company at the time of adoption of these Articles is £10,000.00 divided into 10,000 ordinary shares of £1 each
- 3.2 Regulation 3 of Table A shall not apply to the Company. Subject to the provisions of the Act:
- 3.2.1 any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may by resolution determine
- 3.2.2 the Company may purchase any of its shares (including any redeemable shares); and
- 3.2.3 the Company may make a payment in respect of the redemption or purchase of any of its shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

4. *Lien*

The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a first and paramount lien on all shares (whether fully paid or not) standing registered in the name of any person for all moneys presently payable by him or his estate to the Company, whether he shall be the sole registered holder of it or shall be one of several joint holders; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien, if any, on a share shall extend to all dividends payable on it. Regulation 8 of Table A shall not apply

5. *Transfer of shares*

- 5.1 The instrument of transfer of a share shall be signed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof; provided that in the case of a partly paid share the instrument of transfer must also be signed by the transferee
- 5.2 The first sentence of Regulation 24 of Table A shall not apply.
- 5.3 The Directors shall refuse to register any transfer of shares made in contravention of the provisions of Article 6 but shall not be entitled to refuse to register any transfer of shares made pursuant to Article 5.4 or made pursuant to Article 6 or any transfer to which the consent in writing of all the members for the time being of the Company is given
- 5.4 Any member being the holder (whether individually or jointly) of 25% or more of the issued shares of the Company may by Will bequeath or otherwise dispose of on death any shares to his or her spouse child or children
- 5.5 The Directors shall register as a member or members the legal personal representatives of a deceased member where under the provisions of the Will or the laws as to intestacy the person beneficially entitled whether immediately or contingently to the shares in respect of which such legal personal representatives are intended to be registered are persons to whom a transfer may be made under the provisions of Article 5.4

6. Subject to and without prejudice to Articles 5.3, 5.4 and 5.5, the following provisions shall have effect in relation to the transfer and transmission of shares, namely:-

6.1 Any member who desires to sell any legal or beneficial interest in any shares (in this Article called "the Vendor") shall give to the Company notice in writing (in this Article called "a transfer notice") accompanied by the deposit of the relevant Share Certificate of such desire and stating the number of shares which the member desires to sell. A transfer notice may not relate to more than one class of shares and it shall not be revocable except with the sanction of the Directors

6.2 A transfer notice shall constitute the Directors the Vendor's agents for the sale in manner provided by this Article of the shares to which the transfer notice relates at a price to be agreed between the Directors and the Vendor or, in default of agreement within 30 days of the date of the transfer notice, at a price which the Auditors for the time being of the Company (or at the discretion of the Auditors, a person nominated by the President for the time being of the Institute of Chartered Accountants in the country of the situation of the Company's registered office) shall certify in writing to be in their opinion the fair selling value thereof as between a willing vendor and a willing purchaser and in so certifying the Auditors shall be considered to be acting as experts and not as arbitrators. In certifying the fair value the Auditors shall be entitled to obtain professional valuations of any of the Company's assets.

- 6.3 If the Auditors are asked to certify the fair selling value as aforesaid, the Directors shall as soon as they receive the Auditors' Certificate furnish a certified copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within seven days of the service upon him of the said certified copy, to cancel the Directors' authority to sell the said shares. The cost of obtaining the Certificate shall be borne by the Company unless the Vendor shall cancel the Directors' authority as aforesaid in which case the Vendor shall bear such cost. On receipt from the Vendor of a notice of cancellation as aforesaid the relevant Share Certificate shall be returned to the Vendor
- 6.4 Within seven days after the price shall have been fixed as mentioned in Article 6.2 of this Article or after the seven days referred to in Article 6.3 have expired (as the case may be) the Directors shall give notice to all the members (other than the Vendor) holding shares of the same class as the shares comprised in the transfer notice of the number and price of those shares, and shall invite each of them to state in writing within twenty-one days after the date of the notice whether he is willing to purchase any and if so what maximum number of the said shares
- 6.5 If within the period of twenty-one days mentioned in Article 6.4 members to whom the notice therein mentioned was given have expressed their willingness to purchase all the shares comprised in the transfer notice the Directors shall allocate those shares among those members so far as may be necessary pro rata to their existing shareholdings, subject to the limitation

that no member shall be under any obligation to purchase more than the maximum number of shares which he himself has notified as being willing to purchase. As soon as such allocation has been made and provided that such allocation comprises all the shares to which the transfer notice relates (but not otherwise), the Vendor shall be bound, on payment of the price, to transfer those shares to the Purchaser or respective Purchasers thereof, and if he shall make default in so doing the Directors shall receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person (who shall be deemed to be the attorney of the Vendor for that purpose) to execute in favour of the Purchaser or respective Purchasers a transfer or transfers of the shares allocated to him or them and shall enter his or their names in the register of members as the holder or holders of those shares

- 6.6 If within the period of twenty-one days mentioned in Article 6.5 members to whom the notice therein mentioned was given shall have expressed their willingness to purchase part only of the shares comprised in the transfer notice or no such member shall have expressed his willingness to purchase any of those shares the Directors shall within seven days after the expiration of that period give notice to all the members (including the members referred to in Article 6.4 but excluding the Vendor) and the provisions of Article 6.5 shall apply *mutatis mutandis* to every notice given pursuant to this paragraph
- 6.7 If within the period referred to in any notice pursuant to Article 6.6 the members shall have expressed their willingness to purchase part only of the



shares comprised in the transfer notice or no member shall have expressed his willingness to purchase any of those shares then the Vendor shall be entitled to transfer the remaining shares to any person whom he selects at a price not lower than the price agreed or fixed (as the case may be) as mentioned in Article 6.2 and on terms not less favourable than those offered in the transfer notice

6.8 (a) If any person shall become entitled to any shares by reason of the death (other than pursuant to Article 5.4) or bankruptcy of any member he shall forthwith give to the Company notice in writing to that effect, and if that person shall fail to give such notice the Directors may give the notice on his behalf

(b) All the foregoing provisions of this Article in relation to a transfer notice and the procedure to be adopted following the service of such a notice shall apply mutatis mutandis to a notice given pursuant to (a) above which shall accordingly be deemed to be a transfer notice in respect of all of the shares to which such person has become entitled provided however that such person shall be bound by an Auditor's Certificate given under Article 6.2 and shall have no right pursuant to Article 6.3 to cancel the Directors' authority to sell any of the shares

6.9 If any shares to which any person has become entitled on death or bankruptcy of any member shall not be sold pursuant to Article 6.8, then after the expiration of the period during which such shares might have been purchased by a member or members pursuant thereto such person shall, upon

such evidence being produced as may from time to time be required by the Directors, have the right to elect either to be registered himself as the holder of the shares in question or to have some person nominated by him registered as the transferee thereof, but in either case the Directors shall have the same right to refuse or suspend registration as they would have had in the case of a transfer of the shares in question by the deceased or bankrupt member before his death or bankruptcy. Regulations 30 and 31 of Table A shall not apply

6.10 Whenever any member of the Company who is employed by the Company in any capacity or is a director of the Company (or both) ceases to be employed by the Company or to hold office for any reason, excluding by reason of the death of such member, the directors may at any time not later than 3 months after his ceasing to be employed or to hold office (as the case may be) resolve that such member do retire as a member, and thereupon he shall (unless he has already given a transfer notice) be bound within such period as may be specified in such resolution to give a transfer notice pursuant to Article 6.1 in respect of his entire shareholding in the Company. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby

6.11 If such member fails to give a transfer notice within such period as may be specified in such resolution referred to in Article 6.10 he shall upon the expiration of such period be deemed to have given a transfer notice in respect of all shares then held by him in the Company at such time and the

provisions of Articles 6.2 to 6.7 (inclusive) shall mutatis mutandis apply save that the member shall be bound by an Auditor's Certificate given under Article 6.2 and shall have no right under Article 6.3 to cancel the Directors' authority to sell his shares

7. *Variation of rights*

If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied with the consent in writing of the holders of three-fourths of all of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons holding or representing by proxy all of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll

8. *Notice of general meetings*

An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution shall be called by at least twenty-one clear days' notice. All other Extraordinary General Meetings shall be called by at least fourteen clear days' notice but a General Meeting may be called by shorter notice if it is so agreed:

- (a) in the case of an Annual General Meeting, by all the members entitled to attend and vote at it; and

- (b) in the case of any other Meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right

The notice shall specify the time and place of the Meeting and the general nature of the business to be transacted and, in the case of an Annual General Meeting, shall specify the Meeting as such

Subject to the provisions of the Articles and to any restrictions imposed on any shares, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and Auditors

Regulation 38 of Table A shall not apply

9. *Number of directors*

The minimum number of directors shall be one and there shall be no maximum number. Regulation 64 of Table A shall not apply

10. *Alternate directors*

- 10.1 Any director (other than an alternate director) may appoint any other director, or any other person approved by the directors and willing to act, to be an alternate director and may remove from office an alternate director so appointed by him. Save as otherwise provided in these Articles, unless he is already an officer of the Company in his own right, an alternate director shall not, as such, have any rights other than those mentioned in sub-article 10.2
- 10.2 An alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member,

and to attend, speak and vote at any such meeting at which the director appointing him is not personally present but it shall not be necessary to give notice of such a meeting to an alternate director who is absent from the United Kingdom. A director present at such meeting and appointed alternate director for any other directors entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting. An alternate director shall not be entitled to receive any remuneration from the Company for his services as an alternate director

- 10.3 An alternate director shall cease to be an alternate director if his appointor ceases to be a director; but, if a director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate director made by him which was in force immediately prior to his retirement shall continue after his reappointment
- 10.4 Any appointment or removal of an alternate director shall be by notice to the Company signed by the director making or revoking the appointment or in any other manner approved by the directors
- 10.5 Without prejudice to sub-article 10.2 and save as otherwise provided in the Articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him
- 10.6 Regulations 65 to 69 (inclusive) shall not apply and Regulation 88 shall be modified accordingly
11. *Powers of directors*

When one director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are conferred on the directors by the Articles

12. *Appointment and retirement of directors*

12.1 The directors of the Company shall not retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply

12.2 The directors shall have power at any time and from time to time to appoint any other person to be a director of the Company either to fill a casual vacancy or as an additional director. Subject to Article 13.1 a director may be appointed under this article to hold office for life or any other period or upon such terms in respect of his retirement as the directors shall at the time of his appointment determine.

13. *Disqualification and removal of directors*

13.1 The office of Director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) he is, or may be, in the opinion of the other directors a person who is, or may be, suffering from mental disorder and either:
  - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or

- (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs;
    - (a) he resigns his office by notice to the Company; or
    - (b) he is removed from office under Section 303 of the Act, or by Extraordinary Resolution of the Company; or
    - (c) he is served with written notice under the hand of a director or the secretary of any company which is for the time being the Company's holding company that the Board of Directors of such company has resolved that his appointment be terminated;
- and Regulation 81 of Table A shall not apply

14. *Directors' interests*

Provided that a director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by Section 317 of the Act he shall be counted in the quorum of any meeting of directors at which it is considered and shall be entitled to vote as a director in respect of it.

Regulation 94 of Table A shall not apply

15. *Directors' gratuities and pensions*

The directors shall have power to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefits to, or to any person in respect of any director or former director of the Company or any subsidiary or holding company of the Company or another subsidiary of any such

holding company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such director ceases to hold office or employment). A director may vote at a meeting of directors in respect of any matter referred to in this article, notwithstanding that he is personally interested in such matter and shall be counted in the quorum present at the meeting. Regulation 87 of Table A shall not apply

16. *Proceedings of directors*

16.1 The quorum for the transaction of the business of the directors shall be two, except when one director only is in office, when it shall be one. A person who holds office as an alternate director shall, if his appointor is not present, be counted in the quorum. Regulation 89 of Table A shall not apply

16.2 A resolution in writing signed by all the directors (including a sole director) entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened and held and may consist of several documents in the like form each signed by one or more directors; but a resolution signed by an alternate director need not also be signed by his appointor and, if it is signed by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity. Regulation 93 of Table A shall not apply

16.3 Any director for the time being absent from the United Kingdom may supply to the Company an address and/or telex or facsimile transmission number whether or not within the United Kingdom to which notices of meetings of the directors may be



sent and shall then be entitled to receive at such address or number notice of such meetings. Regulation 88 of Table A shall be modified accordingly

16.4 A meeting of the directors may be validly held notwithstanding that all of the directors are not present at the same place and at the same time provided that:

16.4.1 a quorum of the directors at the time of the meeting are in direct communication with each other whether by way of telephone, audio-visual link or other form of telecommunication; and

16.4.2 a quorum of the directors entitled to attend a meeting of the directors agree to the holding of the meeting in this manner

17. *Dividends*

The payment by the directors of any unclaimed dividend or other monies payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of it. Any dividend unclaimed after a period of twelve years from the date when it become due for payment shall be forfeited and cease to remain owing by the Company. Regulation 108 of Table A shall not apply

18. *Borrowing powers*

The directors may exercise all the powers of the Company to borrow or raise money, and to mortgage or charge its undertaking, property and uncalled capital, or any part of it and, subject to the provisions of the Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party (including any member)

19. *Notices*

19.1 Any notice given to or by any person pursuant to the Articles shall be in writing except that a notice calling a meeting of the directors need not be in writing. Any notice given by or on behalf of any person to the Company may be given by leaving it at or by sending it by post to the office or such other place as the directors may appoint. Regulation 111 of Table A shall not apply

19.2 Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. A notice shall, unless the contrary is proved, be deemed to be given at the expiration of 24 hours after the envelope containing it was posted. Regulation 115 of Table A shall not apply

20. *Indemnity*

Without prejudice to the provisions of Regulation 118 of Table A the directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees or auditors of the Company, or of any other company which is its holding company or parent undertaking or in which the Company or such holding company or parent undertaking or any of the predecessors of the Company or of such holding company or parent undertaking has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability 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 in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund. For the purposes of this regulation "holding company", "parent undertaking" and "subsidiary undertaking" shall have the same meaning as in the Act

DATED this *30th* day of *March* 2001