Company number: 02667013

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION
OF
WHEELWASH LIMITED
(the "Company")

(Circulated on 25 May 2016 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 (the "Act"), the directors of the Company propose that, following the written resolution of 29th December 2014 ("the Original Resolution") which was not filed with the Company Registrar, the following resolutions (the "Resolutions") be passed as ordinary resolutions or special resolutions (as indicated below) of the Company to ratify the Original Resolution and take effect as if passed on that date.

ORDINARY RESOLUTIONS

1. Re-classification of shares

1.1 THAT, with effect from the passing of this resolution the following reclassifications be effective as if passed on the date of 20th January 2015 (the date on which the Original Resolution was passed)

1.1.1 the 3500 ordinary shares of £1 each in the capital of the Company registered in the name of Alan John Pinkney be reclassified into 3500 "A" ordinary shares of £1 each, and

1.1.2 the 500 ordinary shares of £1 each in the capital of the Company registered in the name of Geoffrey John Stubbs be reclassified into 500 "A" ordinary shares of £1 each, and

1.1.3 the 3000 ordinary shares of £1 each in the capital of the Company registered in the name of the Trustees of GJ Stubbs Interest in Possession Trust be reclassified into 3000 "A" ordinary shares of £1 each, and

1.1.4 the unallotted balance of 3000 ordinary shares of £1 each in the capital of the Company registered in the name of the Company be reclassified as follows

(a) 1500 "A" ordinary shares of £1 each, and

(b) 1500 "B" ordinary shares of £1 each

SPECIAL RESOLUTIONS

2. Articles of association

2.1 THAT, with effect from the passing of this resolution the regulations attached to this resolution are approved and be adopted as the articles of association of the Company (the "New Articles") as if they took effect on the date of the Original Resolution on 20th January 2015 in substitution for and to the exclusion of all existing articles of association of the Company and
furthermore that any and all variations of the rights attaching to each class of shares in the capital of the Company being effected by virtue of the adoption of the New Articles be approved.

3. **EMI option**

3.1 THAT the proposed Wheelwash Limited EMI Share Option Plan, Rules and Call Option dated 30th January 2015 are approved and be and are hereby entered into and adopted by the Company as if they took effect on the date of the Original Resolution

4. **Ratification of Original Resolution**

4.1 THAT the terms of, and transactions contained within, the Original Resolution are hereby ratified.

**AGREEMENT**

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, being all the members entitled to vote on the Resolutions on the Circulation Date hereby irrevocably agree to the Resolutions

<table>
<thead>
<tr>
<th>Name of member</th>
<th>Signature of member</th>
<th>Date of signature</th>
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<tbody>
<tr>
<td>Alan John Pinkney</td>
<td>A. J. Pinkney</td>
<td>25th July 2015</td>
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<tr>
<td>Geoffrey John Stubbs</td>
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NOTES

1. If you agree with the Resolutions, please indicate your agreement by signing and dating this
document where indicated above and returning it to the Company using one of the following
methods:

1.1 by hand or post to The Directors, Wheelwash Limited, Pym Lane, Crewe, Cheshire,
CW1 3PJ

1.2 by fax faxing the signed copy to [FAX NUMBER] marked "For the attention of The
Directors", or

1.3 by e-mail by attaching a scanned copy of the signed document to an e-mail and
sending it to [E-MAIL ADDRESS].

If you do not agree to the Resolutions, you do not need to do anything; you will not be deemed
to agree if you fail to reply

2. Once you have indicated your agreement to the Resolutions, you may not revoke your
agreement

3. Unless, within 28 days beginning with the Circulation Date, sufficient agreement has been
received for the Resolutions to pass, it will lapse. If you agree to the Resolutions, please
ensure that your agreement reaches us before or during this date

4. If you are signing this document on behalf of a person under a power of attorney or other
authority please send a copy of the relevant power of attorney or authority when returning this
document.

5. In the case of joint holders of shares, only the vote of the senior holder who votes will be
counted by the Company. Seniority is determined by the order in which the names of the joint
holders appear in the register of members
AGREEMENT

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<tr>
<td>Alan John Pinkney</td>
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<td>25th January 2015</td>
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<tr>
<td>Geoffrey John Stubbs</td>
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<td>25th July 2016 2015</td>
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<tr>
<td>Geoffrey John Stubbs a Trustee of the GJ Stubbs</td>
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PRELIMINARY

The headings shall not affect the construction hereof and in the interpretation of these Articles unless there be something in the subject or context inconsistent therewith the following words and expressions shall bear the meanings set out opposite them:-

"Agreement" means the agreement dated on or about the 27 January 2003 made between Geoffrey John Stubbs, Valene Joan Stubbs and Eric Williams (1) John Brevitt Walters (2) Alan Pinkney (3) Doreen Porter (4) and the Company (5) (Parties) and the supplemental agreement made between the Parties and dated on or about the 1 December 2003;

"the Act" means the Companies Act 1985;

"A Share" an ordinary share of £1.00 in the capital of the Company designated as an A Share, having the rights and being subject to the restrictions set out in these Articles;

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

"B Share" an ordinary share of £1.00 in the capital of the Company designated as an B Share, having the rights and being subject to the restrictions set out in these Articles;

"Change of Control" means the acquisition whether by purchase, transfer, renunciation or otherwise by any person who is not a member of the Company on the date of the adoption of these Articles and who is not a person connected with a member of the Company ("a Third Party Purchaser") of any interest in any shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him, would hold Shares which represent more than 50 per cent in nominal value of the Shares in issue,

"Connected With" has the meaning ascribed to it in Section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either Section 416 or
Section 840 of that act would so require;

"Director" a director for the time being of the Company
"Share" any share of £1 for the time being in the capital of the Company
"Shareholder" or a holder for the time being of any Share
"Member"
"Table A" Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 (as amended)

Words and expressions defined in the Act or in Table A shall unless the context otherwise requires have the same meanings in these Articles. The singular shall include the plural and the masculine the feminine and neuter and vice versa

TABLE A

2. The clauses contained in Table A shall apply to the Company save insofar as they are excluded or modified hereby. The Clauses in Table A numbered 64, 73, 74, 75, 80, 81(e), 95 and 97 shall not apply and in addition to the remaining Clauses in Table A the following shall be the Articles of Association of the Company

SHARES

3.1 The share capital of the Company at the date of the adoption of these Articles is £10,000 divided into 10,000 ordinary Shares of £1 each.

3.2 The A and B Shares are separate classes of shares which shall rank pari passu, save as set out in these Articles.

3.3 The Shares shall rank pari passu in all respects save that a Shareholder shall lose all voting rights together with all rights to attend a general meeting in the event there shall have occurred any breach by a Shareholder of the Agreement and the said Shareholder fails to remedy that breach (if capable of remedy) in accordance with the provision of clause 12.2 1 of the Agreement.

4. (a) Unissued shares in the capital of the Company for the time being shall only be allotted to the existing holders of Shares in proportion to the Shares then held by them respectively or in such other proportions between them as all the members shall agree in writing

(b) the maximum amount of relevant securities (as defined by section 80(2) of the Act) which the directors may allot, grant options or subscriptions or conversion rights over or otherwise deal with or dispose of pursuant to this article shall be the authorised but as yet unissued share capital of the Company at the date of adoption of these Articles The authority conferred on the directors by this article shall expire on the day preceding the fifth
anniversary of the date of the adoption of these Articles.

(c) By virtue of Section 91 of the Act, Sections 89(1) and Sections 90(1) to (6) of the Act shall be excluded from applying to the Company.

5. The lien conferred by Clause 8 in Table A shall attach to fully paid Shares and to all Shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

TRANSFERS AND TRANSMISSIONS OF SHARES

6. (a) (i) Subject always to any options in respect of such Shares granted pursuant to the Agreement any Member may by Will bequeath any Shares held by him or her to or upon trust for a member or members of his or her family as hereinafter defined and in the case of such bequest and following the lapse of any options in respect of such Shares granted pursuant to the Agreement the Shares so bequeathed may be transferred to the Trustees of the Will or to any beneficiary or beneficiaries thereunder, being a member or members of the family of the Testator and following the lapse of any such options any Shares of a deceased Member may be transferred by his legal personal representatives to any person entitled under Section 46 or 47 of the Administration of Estates Act 1925, as amended by the Intestates' Estates Act 1952, to share in the estate of the deceased Member, provided that such person is a member of the family of the deceased Member.

(ii) Where any Shares are held upon the trusts of any Deed or Will a transfer thereof may be made upon any change or appointment of new trustees to the new trustees thereof (but subject to any outstanding option granted in respect of such Shares pursuant to the Agreement), unless the change is made in connection with the acquisition of any beneficial interest under such trusts by a person not a member of the family of the Settlor or Testator, but the Directors may require evidence to satisfy themselves of the facts in relation to such transfer.

(iii) A Share may at any time be transferred to any person PROVIDED THAT the written consent of all the Members of the Company is given to such transfer.

(iv) Any Member may transfer any Shares held by him where such transfer is made in accordance with the following provisions of this
Article.

(b) For the purpose of paragraph (a) of this Article but not any other paragraph the words "a member of the family of a Member" shall mean the husband, wife, child (including a stepchild or a child by adoption), remoter issue of any such child, brother and sister (whether of the full or half blood and including a brother or sister related by adoption), of the Member.

(c) Notwithstanding the provisions of this Article the Directors may decline to register any transfer which would otherwise be permitted hereunder if it is a transfer:-

(i) which purports to be made under paragraph (a) above where the Directors are not satisfied that the proposed transferee falls within one of the categories specified in paragraph (a) above or where the Directors consider that such a transfer may be inconsistent with any option granted in respect of such Shares under the terms of the Agreement; or

(ii) which the Directors are entitled to refuse to register pursuant to the provisions of Clause 24 in Table A; or

(iii) in respect of which the proposed transferee has not complied with the provisions of clause 10.2 of the Agreement

(d) Save where a transfer is made pursuant to paragraph (a) above any person ("the Proposing Transferor") proposing to transfer any Shares shall give notice in writing ("the Transfer Notice") to the Company specifying the Shares he wishes to transfer ("the Sale Shares") The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of the Sale Shares comprised in the Transfer Notice to any Member of Members willing to purchase the same ("the Purchasing Member") or to the Company itself in either case at a price to be determined in accordance with paragraph (f) below ("the Sale Price"). A Transfer Notice may contain a provision that unless all the Sale Shares are sold pursuant to paragraphs (d) and the following provisions of this Article part only shall not be so sold ("a Total Transfer Condition") and any such provision shall be binding on the Company. A Transfer Notice shall not be revocable except with the sanction of the Directors PROVIDED THAT the Proposing Transferor may revoke the Transfer Notice by notice in writing served on the Company within seven days of the issue of the Accountant's Certificate as to the Sale Price pursuant to paragraph (f).
Subject to the Proposing Transferor not having served a notice of revocation in accordance with paragraph (d) above the Directors shall ensure that the Sale Shares shall be offered to all the Members at the date of the Transfer Notice (other than the Proposing Transferor) as nearly as may be in proportion to the number of Shares held by them respectively save that where such offer if accepted would result in any member or joint members holding in excess of 50% of the aggregate issued shares in the Company the offer to such member or joint members shall be restricted to such number of shares as would give him or them not more than 50% with the balance being offered to other members in proportion to the number of shares held by them. Such offer shall be made by notice in writing ("the Offer Notice") not later than 16 days after receipt of the Transfer Notice in the event of the Sale Price being agreed between the Proposing Transferor and the other Members or in the event of no such agreement not later than 15 days after the issue of the Auditor's Certificate. The Offer Notice shall state the number of the Sale Shares, the Sale Price per Sale Share, whether a Total Transfer Condition has been imposed and shall limit the time in which the offer may be accepted, to 28 days after the date of the Offer Notice. The Offer Notice shall further invite each Member to state in his reply the number of additional Sale Shares (if any) in excess of his proportion which he desires to purchase and if all the Members do not accept the offer in respect of their respective proportions in full the Sale Shares not so accepted shall be used to satisfy the claims for additional Sale Shares as nearly as may be in proportion to the number of Shares already held by them respectively at the date of the relevant Transfer Notice PROVIDED THAT no Member shall be obliged to take more Sale Shares than he shall have applied for and no member or joint member shall be allocated any shares which would result in him or them holding in excess of 50% of the aggregate issued shares in the Company unless all members of the Company other than the Proposing Transferor have first so agreed in writing. If any Sale Shares shall not be capable without fractions of being offered to the Members in proportion to their existing holdings as provided in this paragraph (e), the same shall be offered to the Members entitled to be offered such shares, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think, fit.
Company.

(f) The Sale Price of the Sale Shares shall be either the price per Share agreed between the Shareholders within 15 days of the service of the Transfer Notice or (as the case may be) the date when the Transfer Notice is deemed to have been served or in default of agreement within such period such price as is certified to the Shareholders by the Auditors of the Company from time to time upon the request of any Shareholder to so certify the Sale Price. The Auditors shall determine the Sale Price within 15 days of the request of any such Shareholder and the Sale Price of the Sale Shares shall be so determined in the following manner:-

(i) by valuing the entire issued share capital of the Company by reference to the last audited accounts of the Company;

(ii) by valuing the Company on the basis that it is carrying on the Business as a going concern;

(iii) in accordance with generally accepted accounting principles; and

(iv) by disregarding the fact (if relevant) that the shares to be transferred may represent a minority shareholding.

In so certifying the Auditors shall be considered to be acting as expert and not arbitrator and his decision shall (save in the case of manifest error) be final and binding. The reasonable costs of the Auditors shall be borne by the Company.

(g) If purchasing Members shall be found for all the Sale Shares within the appropriate period specified in paragraph (e) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the Sale Notice") to the Proposing Transferor and the Purchasing Members specifying the Purchasing Members and the Proposing Transferor shall be bound upon payment of the Sale Price (being the sum due in respect of all the Sale Shares) to transfer the Sale Shares to the Purchasing Members.

(h) If the Company shall not find a Member or Members willing to purchase all or any of the Sale Shares pursuant to this Article before the expiry of the period referred to in paragraph (e) of this Article then the Company may for a period not exceeding 21 days from the expiration of such period offer such unallocated Shares at the Sale Price to a third party. Within three days of the acceptance of any such offer the Company shall serve upon the Proposing Transferor a Sale Notice.

(i) If the Company shall not find a Member or Members or a third party willing to purchase all or any of the Sale Shares pursuant to this Article within the periods herein provided then the Company may, subject to the provisions of the Companies Act 1985 and with the consent of the Proposing Transferor exercise
Its power to purchase any (or if the Transfer Notice contained a Total Transfer Condition all) of the Sale Shares.

(l) If the Company declines or is unable to exercise the power referred to in paragraphs (h) or (l) the Company shall where the Transfer Notice contained a Total Transfer Condition serve upon the Proposing Transferor a notice specifying the Sale Shares unallocated in accordance with this Article ("a Non Allocation Notice") or where the Transfer Notice contained no Total Transfer Condition serve upon the Proposing Transferor a Sale Notice in respect of those Sale Shares allocated and a Non Allocation Notice specifying the number of Sale Shares remaining unallocated.

(k) During the period of 60 days following the receipt by the Proposing Transferor of a Non Allocation Notice he shall be at liberty subject to paragraph (c) of this Article to transfer the Sale Shares therein specified to any person or persons PROVIDED THAT (i) the price therefor is not less than the Sale Price per Share and (ii) if the Transfer Notice Included a Total Transfer Condition the Proposing Transferor shall not be at liberty to sell part only of the Sale Shares pursuant to this paragraph (k).

(l) If in any case the Proposing Transferor within 28 days of having become bound as aforesaid fails to transfer any Sale Shares in accordance with this Article the Company may receive the purchase money on his behalf, and may authorise a Director to execute a transfer of such Sale Shares in favour of the Purchasing Members or the Company as the case may be. Payment of the purchase money by the Company into a separate appropriate designated bank account shall be a good discharge to the Purchasing Members or the Company.

(m) In any case where any Shares are held by the trustee or trustees of a trust or Will or Intestacy following a transfer or transfers made pursuant to sub-paragraph (l) of paragraph (a) above and the Directors shall reasonably believe that not all the persons beneficially interested under the trust or Will or intestacy are members of the family (as hereinbefore defined) of the Member or former Member in respect of whom the trust or Will or intestacy was created a Transfer Notice shall forthwith be deemed served in accordance with sub-clause (d) of this Article in respect of all the Shares held by such Trustee or Trustees except that such Transfer Notice shall not be deemed to contain a Total Transfer Condition.

(n) If a Member without serving a Transfer Notice should attempt to transfer, charge or otherwise dispose of Shares otherwise than in accordance with the provisions of this Article a Transfer Notice shall be deemed to be served upon the date that the Company receives notice of any such attempted transfer, charge or other disposal in accordance with paragraph (d) of this Article in respect of his entire
holding of shares except that such Transfer Notice shall not be revocable and shall not be deemed to contain a Total Transfer Condition.

(o) If a Member ceases to be a Member by reason of death and his death results in a purported disposition of his shares otherwise than as permitted by paragraph (a)(i) of this Article a Transfer Notice shall be deemed to have been served on the later of the date of the happening of such event in accordance with sub-clause (d) of this Article and the lapse of any option granted in respect of his Shares pursuant to the Agreement in respect of his entire holding of Shares except that such Transfer Notice shall not be revocable and shall not be deemed to contain a Total Transfer Condition.

(p) Subject to having first complied with the foregoing pre-emption provisions if the holders or holders of shares which represent in excess of 50% of the aggregate voting rights attaching to all the Shares then in issue (together "the Selling Shareholders") wish to transfer all their Shares ("the Relevant Shares") to a Third Party Purchaser, the Selling Shareholders shall have the option ("the Come Along Option") to require all the other members to transfer all their Shares with full title guarantee to such Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with paragraphs (q) to (u) of this article.

(q) The Selling Shareholders may exercise the Come Along Option by giving notice to that effect ("a Come Along Notice") to all other members ("the Called Shareholders") at any time before the registration of the transfer of the Relevant Shares. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares ("the Called Shares") pursuant to paragraph (q) of this Article to the Third Party Purchaser at the price determined in accordance with paragraph (t) of this Article, the proposed date of transfer and the identity of the Third Party Purchaser. A Come Along Notice shall be deemed served upon it being placed in the post in a properly stamped envelope and clause U 5 of Table A shall in the context of a Come Along Notice be amended accordingly and clauses 112 to 115 of Table A shall apply to the service of a Come Along Notice as if it were a notice to be given by the Company.

(r) A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a transfer of the Relevant Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Come Along Notice.

(s) The Called Shareholders shall be obliged to sell the Called Shares at the come along price which shall mean a price per share equal to the price paid or payable
by the Third Party Purchaser or persons acting in concert with him or connected with him for Relevant Shares such that the aggregate sale price for all Shares shall be apportioned amongst the holders of all Shares pro rata to their respective holdings of Shares.

(t) Subject to the provisions of paragraph (s) of this Article completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Relevant Shares unless all of the Called Shareholders and the Selling Shareholders agree otherwise.

(u) Each of the Called Shareholders shall on service of the Come Along "Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares registered in the name of such Called Shareholders and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this article.

(v) Subject to paragraphs (p) to (u) of this Article but notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any Shares (the "Specified Shares") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer in accordance with paragraphs (v), (w) and (x) of this Article to purchase at the Specified Price all the remaining Shares in the capital of the Company ("the Uncommitted Shares")

(w) An offer made under paragraph (v) of this Article (the "Offer") shall :-

(i) be in writing,

(ii) be open for acceptance for at least 21 days, and

(iii) be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance, and

(x) For the purposes of paragraph (v) of this Article

(i) the expressions "transfer", "transferor" and "transferee" include respectively the renunciation of a renounceable letter of allotment, and any renouncer and renoncee of such letter of allotment; and

(ii) the expression "Specified Price" means a price per share at least equal to the highest price paid or payable by the Third Party Purchaser or persons acting in concert with him or connected with him for any Shares within the last six months (including to avoid doubt the Specified Shares).
NOTICE OF GENERAL MEETINGS

7. Every notice calling a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.

PROCEEDINGS AT GENERAL MEETINGS

8. In clause 40 in Table A the word "two" shall be replaced by the word "three" and the following words shall be added to the end of Clause 41 in Table A "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, two Members present shall be a quorum". For these purposes each of Geoffrey John Stubbs, Valerie Joan Stubbs and Eric Williams and each of Alan Pinkney and Doreen Porter shall whether individually or together count as a single member.

9. A poll may be demanded by any Member present in person or by proxy and Clause 46 in Table A shall be modified accordingly.

DIRECTORS

10. Unless and until otherwise determined by the Company in General Meeting the number of Directors shall be not less than three and shall not be subject to any maximum.

11. A Director need not hold any Shares of the Company to qualify him as a Director.

12. Each Director's remuneration shall be determined by the Board unless otherwise determined by Ordinary Resolution of the Company and Clause 82 in Table A shall be modified accordingly.

13. If any Director shall be called upon to perform extra services or to make special exertions for any of the purposes of the Company, the Company may remunerate the Directors so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

14. A Director may vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration and Clause 94 in Table A shall be modified accordingly.

15. A Director shall not retire by rotation and Clauses 76, 77 and 78 in Table A shall be modified accordingly.
16. A Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment and Clause 79 in Table A shall be modified accordingly.

17. The quorum for holding Board Meetings shall be three directors who must also be directors appointed by Members pursuant to Article 23 or their respective alternates. If such a quorum is not present at any Board meeting the meeting shall be reconvened for 7 days hence and at such reconvened meeting any two directors or their respective alternates shall constitute a quorum and clause 89 in Table A shall be modified accordingly.

18. Without prejudice to the provisions of Section 303 of the Act, the Company may by Extraordinary Resolution remove any Director before the expiration of his term of office. The Company may by Ordinary Resolution appoint another person in place of the Director so removed.

19. The Directors may conduct a meeting of the Board over the telephone subject to such meeting being called on reasonable notice PROVIDED THAT each Director is able to hear each other Director by means of a telephone conference facility and PROVIDED THAT no resolution shall be validly passed at such meeting unless it is unanimously passed by all those Directors who are party to the meeting.

20. An Alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate and he shall count for himself and for each Director for whom he acts as alternate for the purpose of determining whether a quorum be present.

21. No person shall be or become incapable of being appointed a Director by reason of his having attained the age of 70 or any other age nor shall any special notice be required in connection with the appointment or the approval of the appointment of such person, and no Director shall vacate his office at any time by reason of the fact that he has attained the age of 70 or any other age.

22. The Board of Directors may appoint a Chairman of the Board from time to time but the Chairman shall have no casting vote at Board Meetings in addition to his vote as a Director.

23. Any Member being the registered holder of not less than 20% of the issued and paid-up share capital of the Company shall be entitled by notice in writing (addressed to the Board at the registered office of the Company) to appoint one director to the Board and at any time to remove such director and to appoint another person in his or her place. For the purposes of this Article Geoffrey John Stubbs, Valerie Joan Stubbs and Enc Williams shall be treated as a single member.
Board meetings shall be held at least once every month, except that a director may at any time call a Board meeting by giving at least two Business Days' notice in writing to the Company to enable the meeting to be convened. Such notice in writing shall be accompanied by an agenda specifying the business to be transacted.

A resolution in writing (which may be on one or more identical documents) signed by all directors then in the United Kingdom shall be as valid and effective as if it had been passed at a duly convened Board meeting.