

**ARTICLES OF ASSOCIATION OF A COMPANY LIMITED  
BY GUARANTEE WITHOUT A SHARE CAPITAL**

**ARTICLES OF ASSOCIATION  
of  
The TETRA MoU Association Ltd**

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Appendix A

**ARTICLES OF ASSOCIATION**  
**of**  
**The TETRA MoU Association Limited**

**1 Preliminary**

1.1 In these articles:

- 1.1.1 'the Act' means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force;
- 1.1.2 'Articles' means the Articles of the Company as set out herein and as amended from time to time;
- 1.1.3 'Associate' means a Representative that has been invited to attend Board meetings by the Chairman;
- 1.1.4 '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 excluding the day for which it is given or on which it is to take effect;
- 1.1.5 'Company' means the Tetra MOU Association Limited;
- 1.1.6 'Board' means the body (which shall include the Directors) elected by the Members as provided in Article 8 and empowered to manage the business of the Company (subject to the provisions of the Act, the Memorandum and the Articles and to any directions given by special resolution);
- 1.1.7 'Counsellors' of the Company means representatives of the European Commission and of ETSI;
- 1.1.8 'Director' shall be interpreted in accordance with section 741 of the Act;
- 1.1.9 'Alternate Director' means that Board member nominated by an absentee Board member to represent them at a specific meeting;
- 1.1.10 'Document' includes messages or other material in writing regardless of the medium on which it is recorded;
- 1.1.11 'Member' means member of the Company as admitted in accordance with Clause 2.1 and shall where the context so admits include that Member's Representative;
- 1.1.12 'Member's Resolution' means a resolution proposed by a Member pursuant to the Articles;
- 1.1.13 'Observers' means those parties who have applied to become Members of the Company and who may thus participate in one meeting as an observer after being invited to join the Company;
- 1.1.14 'Representative' means that person representing a Member at any meeting or otherwise;
- 1.1.15 '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;

1.1.16 'Signature' means a means by which a person associates themselves with a Document to give a person considering the Document confirmation that the Document has been approved by the person who it purports to be signed by. The term signature shall include original manual impressions on a Document, electronic codes of authenticity and/or integrity, and recipient printout and/or facsimile copies of the same;

1.1.17 'Writing' and similar expressions shall mean unencrypted words, phrases dates and numbers (but excluding binary or other code) such phrase being construed in its ordinary and natural sense but regardless of the method by which it is recorded or displayed, or the medium on which it is recorded or displayed;

1.1.18 and unless the context otherwise requires, words or expressions contained in these articles bear the same meaning as in the Act but excluding any statutory modification of it not in force when these articles become binding on the Company.

References in these Articles to the singular shall include reference to the plural and vice versa and references to one gender shall be deemed to include a reference to all genders as the context requires The headings in these Articles are for convenience only and shall not affect their interpretation

1.2 The Company is established for the purposes expressed in the Memorandum of Association.

1.3 These Articles and the Memorandum of Association must be read in conjunction with the appended TETRA Memorandum of Understanding of 1 December 1994 and the TETRA Memorandum of Understanding dated 18<sup>th</sup> October 2006.

## **2 Qualification of Members**

2.1 Any person or company who pays an annual fee to the Company of a sum of money not less than such amount as is decided at general meeting, shall on payment of that amount, and on condition that a) if the membership predates the date of the TETRA Memorandum of Understanding referred to at b) below, they have signed the TETRA Memorandum of Understanding of 1 December 1994; or b) they have signed the TETRA Memorandum of Understanding dated 18<sup>th</sup> October 2006, become qualified to be a Member of the Company. The TETRA Memorandum of Understanding is available for signature by any manufacturer, user, regulator, accredited test house, operator or any other individual or body with an interest in the TETRA standard on request.

2.2 No individual Member may be a director or an employee of a company which is a Member.

2.3 All Representatives have the right to attend general meetings. Every Member shall nominate one of its Representatives to act on his or its behalf. There shall not at any time be more than 1 (one) Representative from each Member entitled to vote or to speak.

2.4 Any Member which is also a company may only have one Representative entitled to vote on behalf of that company and its affiliates.

- 2.5 Counsellors and Observers have the right to attend general meetings with the right to speak but not the right to vote.
- 2.6 Associates and Counsellors may attend meetings of the Board, at the invitation of the Chairman, with the right to speak but not the right to vote.
- 2.7 Membership shall not be transferable.

### **3 Admission of Members**

- 3.1 Any person or company shall, after becoming qualified to be a Member of the Company, become a Member of the Company after the Secretary has entered the name of such person or company in the books of the Company. On such entry such person or company shall become a Member accordingly.

### **4 Withdrawal and Removal of Members**

- 4.1 Any Member of the Company desiring to withdraw from the Company shall signify such desire in Writing to the Secretary and his or its name shall then be removed from the list of Members and he or it shall cease to be a Member as soon as his or its name has been removed from the list.
- 4.2 In the event of any of the following events occurring the relevant Member shall immediately cease to be a Member of the Company:
  - 4.2.1 if the Member acts in a manner contrary to the purpose of the Company or is in breach of any term, condition or provision of the these Articles or the Company's Memorandum of Association or Memorandum or Understanding, and fails to remedy such act or breach (if capable of remedy) within 30 (thirty) days of having received from the Company written notice of such act or breach requiring remedy; and/or
  - 4.2.2 if the Member, being a body corporate, shall present a petition or have a petition granted for its winding up, or shall convene a meeting to pass a resolution for voluntary winding up, or shall enter into any liquidation (other than for the purposes of a bona fide reconstruction or amalgamation); shall call a meeting of its creditors, or shall have a receiver of all or any of its undertakings or assets appointed, or shall be deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts; or shall appoint or suffer the appointment of an administrator or enter into a corporate voluntary arrangement; and/or
  - 4.2.3 if the Member, being a person, shall have a bankruptcy order made against him or have a receiver of all or any of his assets appointed; and/or
  - 4.2.4 the Directors may also at their discretion terminate the Membership of any Member but the requirements of natural justice shall be respected and a Member shall be entitled to be heard in his own defence by the Directors.
- 4.3 In such circumstances as outlined in Clause 4.2.4 above, the Member shall have returned to him or it, a proportion of his or its annual fee (which shall be calculated by apportioning the amount of the annual fee attributable to the remainder of the year), and the Secretary shall remove that Member from the books of the Company.

### **5 Rights of Members**

- 5.1 All Members shall be entitled to all such information and advice with regard to the objects of the Company as the Company or any of its officers may be able to supply.

- 5.2 No right or privilege of any Representative or Member as such shall be transferable or transmissible, but all such rights and privileges shall cease upon the Representative or Member ceasing to be such, whether by death, retirement, or otherwise.

## **6 General Meetings**

- 6.1 The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it; and not more than 15 (fifteen) months shall elapse between the date of one annual general meeting of the Company and that of the next. So long as the Company holds its first annual general meeting within 18 (eighteen) months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the Board appoint.
- 6.2 General meetings of the Company shall be the equivalent of meetings of the General Assembly which is referred to as the Administrative Working Group in, and defined in, the TETRA Memorandum of Understanding dated 1 December 1994.
- 6.3 All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 6.4 The Board may, whenever it thinks fit, convene an extraordinary general meeting.
- 6.5 The Board shall, on a requisition made in writing by at least 10% of the Members, immediately proceed to convene a meeting within 28 (twenty eight) days from the date of the requisition.
- 6.6 Any requisition made by the Representatives or Members shall state the object of the meeting and the terms of any special or extraordinary resolution to be proposed, and shall be left at the registered office of the Company.
- 6.7 At least 28 (twenty eight) clear days before every annual general meeting, and at least 14 (fourteen) Clear Days before every extraordinary general meeting, notice specifying the place, the day and the hour of the meeting, and, in the case of special business, the general nature of such business, shall be given to the Representatives and Members in the manner stated in Article 13, or in such other manner, if any, as may be prescribed by the Company in general meeting; but the accidental omission to give such notice to, or the non-receipt of such notice by, any Representative or Member shall not invalidate the proceedings at any general meeting.

## **7 Proceedings at General Meetings**

- 7.1 All business at any meeting shall be deemed special, with the exception at the annual general meeting of: a) the consideration of the accounts and any documents annexed to them; b) the report of the Board; and c) the report of the accountants and the election of Directors to the Board in the place of those retiring.
- 7.2 No business shall be transacted at any meeting unless a quorum of Representatives being 3 (three) Members are present at the commencement of such business.
- 7.3 (This clause was deleted in 2009.)

- 7.4 The Board chairman or, in his absence, a Board vice-chairman ('the Chairman') shall chair all general meetings.
- 7.5 The Board chairman or a Board vice-chairman must be present at the time of holding a meeting in order for the meeting to be valid.
- 7.6 The Chairman may, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- 7.7 At any general meeting a declaration by the Chairman that a resolution has been carried or lost and an entry to that effect in the minute book of the Company shall be conclusive evidence of the fact.
- 7.8 All votes shall be given personally by the Members.
- 7.9 No Members shall be entitled to vote at any general meeting if any money owing from the Member on any account to the Company is overdue.
- 7.10 A Director shall, notwithstanding that he is not a Member, be entitled to attend and speak at any general meeting and participate in any online electronic debate or forum associated with such meeting.
- 7.11 A Representative on the Board shall not be deemed to be a Director of the Company by virtue of being on the Board save in circumstances implied by Section 741 of the Act.

## **8 Structure of the Board and Election of Directors and the Chairman**

- 8.1 The Board and the Chairman shall be elected by the Members in accordance with these Articles for a period of 2 (two) years. Any Member who has not paid his joining fee or annual subscription to the Company may not stand for election to the Board or as Chairman. Non-Members may not stand for election to the Board. A person who has ceased to be a Member of the Company for any reason shall automatically cease to be a Board Member. The maximum number of Board Members (excluding the Chairman) shall be 8 (eight) from which the Board shall elect at least one (1) vice chairman.

In the event that more Members stand for election to the Board than there are vacancies such that a vote is required to determine which Members will be elected to the Board then voting by electronic means as well as by attendance at the general meeting will be allowed. The electronic voting process will be published not less than 28 (twenty eight) days before the general meeting. Such electronic voting will close 7 (seven) days before the general meeting and such votes will be combined with the votes cast at the general meeting. No Member may vote electronically and at the general meeting. This electronic voting does not apply to the election of the Chairman.

- 8.2 At every annual general meeting the Chairman and those Members comprising the Board, in each case that have served for 2 (two) years or more since their last election, shall retire from office and shall be eligible for re-election. Any casual vacancy may be filled by a Member elected by the Board. This appointment shall then be subject to approval by the Members at general meeting. At least 28 (twenty eight) days prior to any annual general meeting at which the Chairman shall retire,

any Member that intends to stand for Chairman shall advise the Board to that effect and any proposal for Chairman shall be advised to the Board. The Board shall make its recommendations at the annual general meeting and the Members shall vote on whether or not to elect a Chairman. If the Members opt to elect a Chairman, the Members shall vote on such election.

- 8.3 In the event that the Members do not appoint a Chairman at the annual general meeting, the Board shall appoint at least 2 (two) vice chairmen. Should any Member put themselves forward for the office of Chairman or propose any non-Member as Chairman at any time thereafter, the Board shall ensure that the same is aware of the duties of Chairman and seek confirmation that such duties can and will be properly performed. The Board shall notify the Members of any proposal or application for the position of Chairman and may make such recommendations to the Members as the Board considers reasonable, including by electronic means. In the event that a Chairman is appointed, the vice chairmen shall retire from office and at least one (1) new vice chairman shall be elected by the Board. The retiring vice chairmen shall be eligible for re-election.
- 8.4 The Chairman shall be (a) Chairman of the Board and (b) Ex-officio a Director of the Company. A vice chairman's term of office shall cease if he ceases to be a Board Member. If the Chairman shall cease to be Chairman during his term of office for any reason, a replacement Chairman will be appointed in accordance with Articles 8.2 or 8.3 above. If a vice chairman shall cease to be vice chairman during his term of office for any reason the Board may elect a replacement within one month of such cessation save for where there is only a single vice chairman who ceases to be vice chairman in which case the Board shall elect a replacement within one month of such cessation.
- 8.5 Subject to the Act and as set out below and elsewhere in these Articles the Board may regulate its affairs as it sees fit including the calling and conduct of meetings (which may be physical or by telephone conference call or online or otherwise). The Board shall keep records of all decisions made at such meetings. A Member of the Board may, and the Chairman (or the Secretary in his absence) at the request of a Board Member shall, call a meeting of the Board. Questions arising at a meeting shall be decided by a majority of votes. In the case of an equality of votes, the Chairman shall have a second or casting vote.
- 8.6 Within one month of taking office following each election of the Board it shall elect and appoint from their number (or confirm or reaffirm the continuation in office as the context requires) the Directors comprising between 3 (three) and 9 (nine) persons willing to act as such to be Directors of the Company. The Chairman who is by virtue of that office entitled to be a Director of the Company shall count towards the 9 (nine) persons as aforesaid.
- 8.7 The Directors may continue to act even though their number is reduced by death, retirement or otherwise below the number appointed under Article 8.6, but if at any time the number is reduced below 3 (three) the continuing Directors shall act only for the purpose of filling vacancies until there are at least 3 (three) Directors of the Board.
- 8.8 The Board shall convene quarterly, such meetings to be hosted by the Chairman and arranged by the Secretary. At least 60% of the Directors must attend in order for a quorum to be present. Decisions of the Board shall be passed by the Directors by majority voting, the Chairman to have the deciding vote in the event of an equality of votes.

- 8.9 The Secretary shall invite to the Board Meeting those members of the Board that are not Directors. Recommendations of the Board shall be voted on by the Directors in accordance with Article 8.8.
- 8.10 If a Board Member is unable to attend a specific board meeting they may nominate another Board Member (Alternate Director) to represent them at that meeting. The nominated Alternate Director will represent the absentee Board Member for all items discussed at that meeting not just those that require a vote. All nominations must be made in writing to the Chair before the meeting. The Chairman must notify the Board at the beginning of any meeting where an Alternate Director has been nominated. The nominated Alternate Director must confirm that they have accepted the nomination and will be acting as an Alternate Director at that meeting. This will be minuted. An Alternate Director is appointed for one meeting only.

## **9 Powers of the Directors**

- 9.1 Subject to the provisions of the Act, the Memorandum and the Articles (both of which may not be altered except by way of a resolution of the Members of the Company at general meeting) and to any directions given by special resolution, the business of the Company shall be managed by the Directors who may exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 9.2 The Directors shall engage all such officers and employees as it may consider necessary and shall regulate their duties and fix their salaries.
- 9.3 The Directors may appoint one of their number to exercise, subject to their directions, a general control over the work of the Company. This office may be honorary or at the discretion of the Directors, remunerated at such rate as the Directors may from time to time determine.
- 9.4 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 9.5 The Directors may delegate any of their powers to any committee consisting of one or more Director(s) and other persons provided that such other persons constitute a minority on such committee. They may also delegate to any managing Director or any Director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a committee with two or more Members shall be governed by the Articles regulating the proceedings of Directors so far as they are capable of applying.
- 9.6 Subject to the provisions of the Act the Directors may appoint one or more of their number to the office of Managing Director or to any other executive office under the Company and may enter into an agreement or arrangement with any such Director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a Director. Any such appointment,

agreement or arrangement may be made upon such terms as the Directors determine and they may remunerate any such Director for his services as they think fit. Any appointment of a Director to an executive office shall terminate if he ceases to be a Director but without prejudice to any claim to damages for breach of the contract of service between the Director and the Company.

- 9.7 The Directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any Member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.
- 9.8 All acts done by a meeting of Directors, or of a committee of Directors, or by a person acting as a Director shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.
- 9.9 A resolution in Writing Signed by all the Directors 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.
- 9.10 Save as otherwise provided by the Articles, a Director shall not vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.
- 9.11 A Director shall not be counted in the quorum present at a meeting in relation to a resolution on which he is not entitled to vote.
- 9.12 The Company may by ordinary resolution suspend or relax to any extent, either generally or in respect of any particular matter, any provision of the Articles prohibiting a Director from voting at a meeting of Directors or of a committee of Directors.
- 9.13 If a question arises at a meeting of Directors or of a committee of Directors as to the right of a Director to vote, the question may, before the conclusion of the meeting, be referred to the Chairman or in his absence the person who it is resolved will chair the meeting and his ruling in relation to any Director other than himself shall be final and conclusive.

## **10 Disqualification and Removal of Directors**

10.1 The office of a Director shall be vacated if:

- 10.1.1 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

- 10.1.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 10.1.3 he is found or becomes of unsound mind; or
- 10.1.4 he resigns his office by notice to the Company; or
- 10.1.5 he shall for more than six consecutive months have been absent without permission of the Directors from meetings of Directors held during that period and the Directors resolve that his office be vacated; or
- 10.1.6 he is removed by a resolution of the Board or at a general meeting.

## **11 Secretary**

- 11.1 The Company shall have a Secretary who shall be appointed and removed by the Board for such term at such remuneration and upon such conditions as the Board may think fit.
- 11.2 Anything required or authorised to be done by the Secretary may, if the office is vacant or there is for any other reason no secretary capable of acting, be done by any assistant or deputy secretary or, if there is none, by any officer of the Company authorised generally or specifically in that behalf by the Board.

## **12 Accountants**

- 12.1 Accountants shall be appointed at general meeting and their duties regulated in accordance with the Act.

## **13 Notices**

- 13.1 A notice may be served by the Company on any Representative or Member either personally or by sending it through the post in a prepaid first class letter addressed to such Representative or Member at his or its registered address.
- 13.2 Any notice, if served by post, shall be deemed to have been served 72 hours after it is posted, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed, stamped and posted.
- 13.3 The Company may give notice electronically to the last known e-mail address for the Member kept by the Company. A Member whose registered postal address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address.
- 13.4 A Member present at any meeting of the Company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
- 13.5 Any notice to be 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.

## **14 Winding Up**

- 14.1 The Company shall be wound up voluntarily whenever a special resolution is passed at general meeting that the Company be wound up.
- 14.2 On the winding-up and dissolution of the Company the provisions of the Memorandum of Association shall have effect as if repeated in these Articles.

## **15 Minutes**

- 15.1 The Directors shall cause minutes to be made in books kept for the purpose:
- (a) of all appointments of officers made by the Directors; and
  - (b) of all proceedings at meetings of the Company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

## **16 The Seal**

- 16.1 The seal shall only be used by the authority of the Directors or of a committee of Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by two Directors.

## **17 Indemnity**

- 17.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director, Secretary or other officer of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

## **18 Member's Resolutions**

- 18.1 Without prejudice to the rights of Members laid down in Section 368 of the Act the Board may make arrangements for the provision of an electronic notice board on the official website of the Company upon which the Board may publicise Members' resolutions for consideration by the Members and (if sufficient support is obtained) proposed for adoption by the Company as part of its policy constitution or strategy as the context requires.
- 18.2 Where a resolution is received by the Board and in the Board's opinion such a resolution has merit, the Board may publicise the resolution as set out at Article 18.1 above. If within 14 (fourteen) days of being posted on the notice board referred to in Article 18.1 a Member's resolution has received the support of not less than 20% of the Members (by being seconded on such notice board by sufficient Members as aforesaid) the Chairman or the vice chairman shall either:
- (a) call a general meeting of the Company if it is a matter which would by virtue of the Articles or by the Act require a resolution of the Company in general meeting to be passed (by way of non-exhaustive example a resolution to remove a Director of the Company from office or to amend the Articles of Association would require a general meeting); or if the Member's Resolution is not within the ambit of sub-article 18.2(a)
  - (b) arrange for such Member's Resolution to be put to an electronic vote of the Members to be decided by simple majority of those entitled to vote at general meetings of the Company and who vote within the time periods set by the Directors pursuant to Article 18.4
- 18.3 If during the 14 (fourteen) day period the notice board referred to in Article 18.1 is unavailable due to the fault of the Company then time shall not run during such period of unavailability. The Chairman or the vice chairman shall either refer the matter to the Board to decide or decide himself on whether such unavailability is the fault of the Company and his decision shall be final in all such cases other than in respect of a proposal seeking to criticise admonish or remove the Chairman in which event the matter shall be referred to the Board for final decision (in which case the Chairman shall not vote in his capacity of Director).

- 18.4 The Board shall from time to time set procedures and rules relating to the conduct and timing of electronic voting for the purposes of Article 18.2(b) which shall unless and until otherwise resolved by the Member's in general meeting be binding on the Members.
- 19.5 A Member's Resolution put to an electronic vote as aforesaid shall not be binding on the Directors but in the event that the Board resolves not to accept the terms of any Member's Resolution that has been put to and passed by an electronic vote the Members shall call on the Directors who shall be obliged to convene an extraordinary general meeting of the Company the object of which would be to put to the Company a vote of confidence or no confidence in the Directors who have not accepted the terms of the Member's resolution concerned and to consider such other resolutions as the Members see fit such general meeting to be held in the manner laid down in Section 368 of the Act.
- 19 Companies Regulations 1985**
- 19.1 The regulations contained in Table C in the Schedule to the Companies (Tables A to F) Regulations 1985 shall not apply to the Company.

## **APPENDIX A**

For the purposes of business conducted at any meeting of the Company "special" as referred to in Clause 7.1 of these Articles means that 75% of the Members present and entitled to vote at general meetings must vote in favour of a proposal in order for it to be passed.

Company No. 4155039

**THE COMPANIES ACTS 1985 and 1989**

**COMPANY LIMITED BY GUARANTEE AND  
NOT HAVING A SHARE CAPITAL**

**NEW ARTICLES OF ASSOCIATION  
of  
The TETRA MoU Association Limited**

Adopted by Special Resolution passed  
on 25<sup>th</sup> May 2011