

Company Number: 7180318

PRIVATE COMPANY LIMITED BY GUARANTEE

ARTICLES OF ASSOCIATION

of

LINARO LIMITED

**(Incorporated in England and Wales
on 5 March 2010 under the Companies Act 2006)**

**Adopted by written resolution of
the sole member on 2 June 2010**

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PART 1

INTERPRETATION

1. DEFINITIONS AND INTERPRETATION

1.1 The relevant model articles (within the meaning of section 20(2) Companies Act 2006 as amended, modified or re-enacted from time to time) are excluded in their entirety.

1.2 In these articles, unless the context requires otherwise:

"**Appointor**" has the meaning given in article 30.1;

"**ARM**" means ARM Limited (company no:02557590);

"**articles**" means these articles of association;

"**bankruptcy**" includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

"**Board**" means the board of Directors of Linaro from time to time;

"**business day**" means a day on which banks are open for business in London, other than Saturday or Sunday;

"**CEO**" or "**Chief Executive**" means the chief executive officer of Linaro, who shall also be a director;

"**Chairman**" has the meaning given in article 21.10;

"**chairman of the meeting**" has, in the context of a general meeting, the meaning given in article 9.3;

"**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;

"**Club Director**" has the meaning given in Article 21.9;

"**Club Member**" has the meaning given to that expression in the Membership Rules;

"**communication**" means the same as in the Electronic Communications Act 2000;

"**Community Member**" has the meaning given to that expression in the Membership Rules;

"**company**" means a body corporate, wherever incorporated;

"**Companies Acts**" has the meaning given in section 2 Companies Act 2006 (as amended or modified from time to time);

"**Companies Act 2006**" means Companies Act 2006 including any statutory modification or re-enactment of that statute for the time being in force, subject always to article 1.3;

"**Connected Person**" in relation to any Core Member means any person who is a parent undertaking of that Core Member or a subsidiary undertaking of that Core Member or of any such parent undertaking;

"**Core Director**" has the meaning set out in article 21.3;

"**Core Member**" means a person who has agreed to become a member of Linaro, whose name is registered in Linaro's register of members and whose membership has not been terminated (and, for the avoidance of doubt, (i) in these articles "**Core Member**" and "**member**" shall have the same meaning and (ii) a Club Member and a Community Member shall not be a "**member**" of Linaro for the purpose of these articles);

"**Core SiP Member**" means a Core Member which itself is, or one or more of its Connected Persons is, a SiP;

"**CTO**" or "**Chief Technical Officer**" means the chief technical officer of Linaro;

"**Director**" means a director of Linaro, and includes any person occupying the position of director, by whatever name called;

"**document**" includes, unless otherwise specified, any document sent or supplied in electronic form;

"**electronic communication**" means the same as in the Electronic Communications Act 2000;

"**electronic form**" has the meaning given in section 1168 of the Companies Act 2006;

"**eligible Director**" means (a) in relation to a matter proposed at a meeting of the Board, a Director who is entitled to vote and to have that vote counted in relation to that particular matter at that meeting; or (b) in relation to a decision of the Directors taken in accordance with article 25.2, a Director who would have been entitled to vote and to have that vote counted, had the matter in question been proposed at a meeting of the Board;

"**executed**" includes any mode of execution;

"**Group Company**" means the Company and any subsidiary undertaking of the Company from time to time;

"**Initial Period**" means the period from incorporation of Linaro until such time as Linaro has made two major releases of an ARM-optimised Linux Distribution or 31 May 2011, whichever shall be the first to occur;

"**Initial Strategy**" means Linaro's strategy for achieving the Objective during the Initial Period, which will be to:

- (i) focus on the development of a cohesive and compelling set of ARM-optimised Linux packages vis-à-vis kernel and enabling middleware, contributing to existing projects whenever possible, with a particular focus on serving the needs of the mobile, mobile computing, and auto motive infotainment markets;
- (ii) enhance the performance and functionality of the GNU development tools used to build, compile, test, profile, and debug ARM based implementations of Linux;
- (iii) develop and deploy the infrastructure and resources necessary to deliver this work product efficiently upstream through a tested staging tree on a six (6) monthly release cadence; and
- (iv) focus exclusively on the ARM instruction set architecture for the first two major releases in November 2010 and May 2011,

or such other strategy for the Initial Period as may be approved in accordance with the provisions of these articles;

"Insolvency Event" means in relation to a company:

- (i) the passing by that company of any resolution for voluntary winding up (within the meaning of section 84(2) Insolvency Act 1986 or otherwise) or the winding up of that body corporate by the court;
- (ii) the making of an administration order against that company or the appointment of an administrator in respect of that company;
- (iii) the making of any proposal under Part I Insolvency Act 1986 or otherwise for a composition in satisfaction of that company's debts or a scheme of arrangement of its affairs or the making of any proposal under part 26 Companies Act 2006 or otherwise for a compromise or arrangement between that company and its creditors or any class of them, the making of any arrangement or compromise with that company's creditors generally or that company ceasing to carry on all or substantially all of its business;
- (iv) the appointment of an administrative receiver, receiver or manager over all or any substantial part of that company's assets; or
- (v) the occurrence of any event substantially similar in nature or effect to those in sub-paragraphs (i) to (iv) of this definition, whether in England and Wales or any other jurisdiction;

"IP Policy" means any policy with respect to intellectual property adopted by Linaro and as amended from time to time in accordance with these articles;

"Linaro" or the **"Company"** means Linaro Limited (company no. 7180318);

"member" means a person who has agreed to become a member of Linaro, whose name is registered in Linaro's register of members and whose membership has not been

terminated (and, for the avoidance of doubt, in these articles (i) "**Core Member**" and "**member**" shall have the same meaning and (ii) a Club Member and a Community Member shall not be a "**member**" of Linaro for the purpose of these articles);

"**Membership Criteria**" means the criteria which will be considered by the Board when determining whether or not to admit any person to be a Core Member or a Club Member of Linaro or whether to suspend or terminate any Core Member's membership or Club Member's membership of Linaro from time to time, such criteria being as established by the Board and as amended from time to time in accordance with the provisions of these articles;

"**Membership Registration Date**" means, in respect of a Core Member, the date on which that Core Member is entered into Linaro's register of Core Members;

"**Membership Rules**" means any membership rules of Linaro for, *inter alia*, Core Members and Club Members as established by the Board and as amended from time to time in accordance with the provisions of these articles;

"**Objective**" means the objective of Linaro from time to time as amended in accordance with these articles, Linaro's objective on the date of adoption of these articles being to make open source development easier by delivering a common software foundation across multiple distributions and vertical segments for deployment by the industry's leading semiconductor, OEM and operator companies;

"**Office**" means the registered office of Linaro;

"**ordinary resolution**" has the meaning given in section 282 of the Companies Act 2006;

"**parent undertaking**" has the meaning given to that expression in section 1162 of the Companies Act 2006;

"**participate**", in relation to a meeting of the Board, has the meaning given in article 25;

"**person**" means an individual, firm, partnership, company, corporation, association, organisation, government, state, foundation and trust, in each case whether or not having separate legal personality;

"**proxy notice**" has the meaning given in article 15;

"**Relevant Matter**" means a matter which may constitute or give rise to a breach by a Director of his duty under section 175 Companies Act 2006 to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts or possibly may conflict with the interests of Linaro (including a breach which would arise by virtue of his appointment as a Director);

"**Secretary**" means the secretary of Linaro or any other person appointed to perform the duties of the company secretary, including a joint, assistant or deputy company secretary;

"**SiP**" means a company whose business focus is the design and sale of semiconductor microchips;

"**special resolution**" has the meaning given in section 283 of the Companies Act 2006;

"**Strategy**" means the strategy adopted by the Board in accordance with the provisions of these articles for achieving the Objective determined *inter alia* by reference to projects on which Linaro will focus (and the priority to be accorded to those projects), and which for the Initial Period will be the Initial Strategy and which after the Initial Period will include:

- (i) focussing on the development of a cohesive and compelling set of ARM-optimised Linux packages vis-à-vis kernel and enabling middleware, contributing to existing projects wherever possible;
- (ii) enhancing the performance and functionality of the GNU development tools used to build, compile, test, profile, and debug ARM based implementations of Linux;
- (iii) developing and deploying the infrastructure and resources necessary to deliver this work product efficiently upstream through a tested staging tree on a six (6) monthly release cadence,

or such other strategy as may be approved in accordance with the provisions of these articles;

"**subsidiary undertaking**" has the meaning given to that expression in section 1162 of the Companies Act 2006;

"**Super Majority Board Resolution**" means (i) a resolution of the Board passed at a duly quorate meeting of the Board on which at least two thirds of the Directors (rounded up to the nearest whole number) present and entitled to vote on the matter which is the subject of the resolution voted in favour of it or (ii) a written resolution signed by all of the eligible Directors approving the undertaking of the relevant matter;

"**Super Majority Core Directors Resolution**" means (i) a resolution of the Board passed at a duly quorate meeting of the Board on which at least two thirds of the directors (rounded up to the nearest whole number) present and entitled to vote on the matter which is the subject of the resolution and at least two thirds of the Core Directors (rounded up to the nearest whole number) present and entitled to vote on the matter which is the subject of the resolution voted in favour of it or (ii) a written resolution signed by all of the eligible Directors approving the undertaking of the relevant matter;

"**Suspended Core Member**" has the meaning given to that expression in article 6.1;

"**VP Engineering**" means the vice president engineering of Linaro;

"**Working Group**" has the meaning given to that expression in the Membership Rules;
and

"writing" or **"written"** means a method of representing or reproducing words, symbols or other information by any method or combination of methods, whether in electronic form, hard copy or in any other legible and non-transitory form.

- 1.3 Words or expressions defined in the Companies Act 2006 and used in these articles (either without further definition or by expressly referring to the statutory definition of that word or expression) shall, if not inconsistent with the subject or context or otherwise defined, bear the same meaning as in the Companies Act 2006 as in force on the date when these articles become binding on the Company. In all other circumstances references in these articles to any statute or statutory provision (including without limitation the Companies Act 2006 or any provision of the Companies Act 2006) or to any subordinate legislation, code or guideline is a reference to the same as from time to time amended, re-enacted, modified, extended, varied, superseded, replaced, substituted or consolidated.

PART 2

LIMITATION OF LIABILITY

2. LIABILITY OF CORE MEMBERS

The liability of each Core Member is limited to one pound (£1), being the amount that each Core Member undertakes to contribute to the assets of Linaro in the event of its being wound up while he is a member or within one year after he ceases to be a member, for:

- 2.1 payment of Linaro's debts and liabilities contracted before he ceases to be a member;
- 2.2 payment of the costs, charges and expenses of winding up; and
- 2.3 adjustment of the rights of the contributories among themselves.

PART 3

BECOMING AND CEASING TO BE A CORE MEMBER

3. APPLICATIONS FOR, AND ADMISSION TO, CORE MEMBERSHIP

- 3.1 No person shall become a Core Member of Linaro unless:
- 3.1.1 that person is a company;
- 3.1.2 that person has completed an application for membership in a form approved by the Directors;
- 3.1.3 that person has entered into such an agreement, if any, as the Board may require with respect to (i) the payment of cash and the making of in kind contributions to Linaro and (ii) an undertaking to observe the Membership Rules;

- 3.1.4 that person is, in the opinion of the Board, having regard to the objective and non-discriminatory application of the Membership Criteria, a suitable candidate to become a Core Member of Linaro; and
- 3.1.5 the Directors have approved the application in accordance with the provisions of these articles.
- 3.2 A person who has applied to become a Core Member of Linaro shall actually become a Core Member on the date that person is recorded as a member in Linaro's register of Core Members, that date in respect of a particular Core Member being its "**Membership Registration Date**".

4. **TRANSFERABILITY OF CORE MEMBERSHIP**

Membership is not transferable.

5. **SUSPENSION AND TERMINATION OF CORE MEMBERSHIP**

- 5.1 A Core Member may withdraw from membership of Linaro by giving not less than three (3) month's prior written notice to Linaro, such notice to be effective as of an anniversary of the relevant Core Member's Membership Registration Date, provided that:
 - 5.1.1 no such notice may become effective until (at the earliest) the third anniversary of the relevant Core Member's Membership Registration Date; and
 - 5.1.2 following such notice becoming effective there shall continue to be at least one Core Member of Linaro.
- 5.2 The Board may, in its discretion, agree to a Core Member withdrawing from membership of Linaro on a different basis to that provided for in article 5.1 by the giving of prior written notice of withdrawal.
- 5.3 Subject to the subsequent provisions of this article 5.3, a Core Member may withdraw from membership of Linaro if either:
 - 5.3.1 a material change is made to these articles, being a change which will have a materially adverse impact on that Core Member; and/or
 - 5.3.2 a material change is made to the Membership Rules, being a change which will have a materially adverse impact on that Core Member; and/or
 - 5.3.3 a material change is made to the IP Policy, being a change which will have a materially adverse impact on that Core Member,

in any such case by giving not less than twenty (20) business day's notice in writing of withdrawal to Linaro, provided that any such notice must (i) be given within twenty (20) business days of Linaro notifying the Core Member that the relevant change has been implemented and (ii) specify in reasonable detail the nature of the materially adverse

impact which the Core Member will suffer as a result of the proposed change(s) being made

If Linaro has given to a Core Member not less than thirty (30) business day's notice of a proposal to change these articles and/or the Membership Rules and/or the IP Policy (as relevant) and Linaro has not received a written notice of objection to such proposed change(s) (a "**Notice of Objection**") from that Core Member within twenty (20) business days of any such notice being given to it, that Core Member shall not be entitled to exercise rights to withdraw from membership of Linaro in accordance with the provisions of this article due to the proposed change(s). If a Core Member gives a Notice of Objection to Linaro it must, in such notice, specify in reasonable detail the nature of the materially adverse impact which it will suffer if the proposed change(s) are made and a failure to include such details in a Notice of Objection shall invalidate any Notice of Objection so given.

5.4 The Board may suspend and/or terminate a Core Member's membership where, in the opinion of the Board (in its discretion):

5.4.1 that Core Member is in material and/or persistent breach of all or some of the material provisions of, or the material obligations it is bound by under, these articles, the Membership Rules and/or any agreement between Linaro or it to which it is a party, provided that if any such breach is capable of remedy the Board may not suspend or terminate such Core Member's membership unless the Core Member has failed to remedy the breach to the Board's satisfaction within twenty five (25) business days of written notice from the Board requiring it to do so;

5.4.2 that Core Member has suffered an Insolvency Event;

5.4.3 that Core Member, or any of its Connected Persons, has engaged in any act, practice or conduct which brings Linaro into disrepute;

5.4.4 the continued membership of that Core Member is against the interests of the majority of the Core Members;

5.4.5 the continued membership of that Core Member is likely to prejudice the achievement of Linaro's Objective and/or the deliverability of any particular project which the Board has previously committed Linaro to delivering; or

5.4.6 if that Core Member were, in fact, to be a new applicant for membership of Linaro, that Core Member would not in fact satisfy the Membership Criteria (but, for the purpose of this article 5.4.6, any changes made to the Membership Criteria following that Core Member's Membership Registration Date shall be ignored).

Written notice of any such suspension or termination shall be served on the relevant Core Member and shall take effect from such time as is specified in any such notice which, in any event, may not be earlier than the date the notice is deemed served on the relevant

Core Member under these articles. If a Core Member's membership is suspended or terminated, at the same time as written notice of such suspension or termination is served on the relevant Core Member, a Director or the Secretary shall also provide the relevant Core Member with an explanation as why its membership has been suspended or terminated.

6. EFFECT OF SUSPENSION, RESIGNATION OR TERMINATION ON MEMBERSHIP RIGHTS

6.1 A suspended Core Member (a "**Suspended Core Member**") shall not be entitled to:

6.1.1 attend, form part of the quorum and/or vote at a general meeting of Linaro; and/or

6.1.2 appoint and/or remove a Core Director from office (and any Core Director so appointed by it and holding office at the time of suspension of the Core Member shall cease to be a Director in accordance with article 21.6),

until such time as that Core Member complies with the requirements for the removal of the suspension (as notified to the suspended Core Member by a Director or the Secretary on behalf of the Board).

6.2 A Core Member whose membership has been suspended shall be entitled to request the Board to lift the suspension so that it may commence re-exercising its rights as a member.

6.3 The Board shall (in its discretion) be entitled to determine whether or not it is appropriate to lift any suspension of a Core Member's membership.

6.4 A Core Member whose membership terminates may take no part in any of the activities, rights and/or interests of members in Linaro from the date on which its membership terminated.

6.5 Any resignation, suspension or termination of a Core Member's membership shall not affect any accrued liabilities of such Core Member nor the coming into or continuance in force of any provision in these articles which is expressly or by implication intended to continue to apply to such Core Member.

6.6 A Core Member who has resigned or whose membership has been terminated may reapply for membership.

PART 4

ORGANISATION OF GENERAL MEETINGS

7. ATTENDANCE AND SPEAKING AT GENERAL MEETINGS

- 7.1 Subject to the provisions of these articles and in particular, but without limitation to the provisions of article 6.1, a Core Member shall be entitled to attend, speak and vote at a general meeting of Linaro.
- 7.2 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the general meeting, during the general meeting, any information or opinions which that person has on the business of the general meeting.
- 7.3 A person is able to exercise the right to vote at a general meeting when:
- 7.3.1 that person is able to vote, during the general meeting, on resolutions put to the vote at the general meeting; and
- 7.3.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the general meeting.
- 7.4 The Directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.
- 7.5 In determining attendance at a general meeting, it is immaterial whether any two or more Core Members attending it are in the same place as each other.
- 7.6 Two (2) or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that general meeting, they are (or would be) able to exercise them.

8. QUORUM FOR GENERAL MEETINGS

- 8.1 No business other than the appointment of the chairman of the general meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.
- 8.2 The quorum for a general meeting shall be at least two (2) Core Members present in person, by proxy or by duly authorised corporate representative provided that:
- 8.2.1 a Suspended Core Member may not form part of the quorum of a general meeting; and
- 8.2.2 if there is only one (1) Core Member entitled to attend and vote at a general meeting, the quorum for that general meeting shall be that one (1) Core Member present in person, by proxy or by duly authorised corporate representative.

9. CHAIRING GENERAL MEETINGS

9.1 If a Chairman is in office, the Chairman shall chair general meetings if present and willing to do so.

9.2 If the Directors have not appointed a Chairman, or if the Chairman is unwilling to chair the meeting or is not present within ten (10) minutes of the time at which a general meeting was due to start:

9.2.1 the Directors present, or

9.2.2 (if no Directors are present), the general meeting,

must appoint a Director or a Core Member to chair the general meeting, and the appointment of the chairman of the meeting must be the first business of the general meeting.

9.3 The person chairing a general meeting in accordance with this article is referred to as "**the chairman of the meeting**".

10. ATTENDANCE AND SPEAKING BY DIRECTORS AND NON-MEMBERS

10.1 Directors may attend and speak at general meetings, notwithstanding that they are not members of Linaro.

10.2 The chairman of the meeting may permit other persons who are not members of Linaro to attend and speak at a general meeting.

11. ADJOURNMENT

11.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a general meeting a quorum ceases to be present, the chairman of the meeting must adjourn it.

11.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:

11.2.1 the general meeting consents to an adjournment; or

11.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the general meeting is conducted in an orderly manner.

11.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.

11.4 When adjourning a general meeting, the chairman of the meeting must:

11.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the Directors; and

- 11.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the general meeting.
- 11.5 If the continuation of an adjourned general meeting is to take place more than fourteen (14) days after it was adjourned, Linaro must give at least seven (7) clear days' notice of it (that is, excluding the day of the adjourned general meeting and the day on which the notice is given):
- 11.5.1 to the same persons to whom notice of Linaro's general meetings is required to be given; and
- 11.5.2 containing the same information which such notice is required to contain.
- 11.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the general meeting if the adjournment had not taken place.

PART 5

VOTING AT GENERAL MEETINGS

12. VOTING: GENERAL

- 12.1 A resolution put to the vote at a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the articles.
- 12.2 Subject to the provisions of article 12.3, on a show of hands or on a poll, every Core Member who is present in person or by proxy or by duly authorised representative shall have one vote, provided that a Suspended Core Member shall not be entitled to cast a vote. Subject to the provisions of article 12.3 and save as otherwise required by law, a resolution of the Core Members shall be passed provided that a majority of the votes cast on that resolution are cast in favour of it.
- 12.3 Notwithstanding anything in these articles to the contrary:

Member unanimity required

- 12.3.1 on any resolution which is put to the vote at a general meeting to:

12.3.1.1 amend Linaro's Objective;

12.3.1.2 remove a Core Director from office; or

12.3.1.3 replace or alter these articles so as to result in the deletion or amendment of articles 21.3 or 21.14,

unless each Core Member voting on that resolution has voted in favour of it, the Core Members voting against that resolution shall in aggregate be deemed to

have cast a number of votes equal to 50.01 per cent of the number of votes capable of being cast on that resolution;

90 per cent + member majority required

12.3.2 on any resolution which is put to the vote at a general meeting to:

12.3.2.1 change Linaro's legal status;

12.3.2.2 change Linaro's name;

12.3.2.3 approve a voluntary winding up of Linaro;

12.3.2.4 adopt new articles of association and/or amend any provision of the articles of association;

12.3.2.5 change the Initial Strategy;

12.3.2.6 approve the merging of Linaro with any other person; or

12.3.2.7 approve the transfer of all or a material part of the business or assets of Linaro to any other person,

unless at least ninety (90) per cent of the Core Members voting on that resolution have voted in favour of it, the Core Members voting against that resolution shall in aggregate be deemed to have cast a number of votes equal to 50.01 per cent of the number of votes capable of being cast on that resolution;

Two thirds + member majority required

12.3.3 on any resolution which is put to the vote at a general meeting to:

12.3.3.1 approve Linaro or any Group Company incurring borrowings which, when aggregated with any other borrowings of Linaro and each Group Company, would exceed one hundred thousand pounds (£100,000); or

12.3.3.2 approve the granting of security over any asset of Linaro or of any Group Company,

unless at least two thirds of the Core Members voting on that resolution have voted in favour of it, the Core Members voting against that resolution shall in aggregate be deemed to have cast a number of votes equal to 50.01 per cent of the number of votes capable of being cast on that resolution.

13. **ERRORS AND DISPUTES**

13.1 No objection may be raised to the qualification of any person voting at a general meeting except at the general meeting or adjourned general meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.

13.2 Any such objection must be referred to the chairman of the meeting whose decision is final.

14. **POLL VOTES**

14.1 A poll on a resolution may be demanded:

14.1.1 in advance of the general meeting where it is to be put to the vote, or

14.1.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.

14.2 A poll may be demanded by:

14.2.1 the chairman of the meeting;

14.2.2 the Directors;

14.2.3 two (2) or more persons having the right to vote on the resolution; or

14.2.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution.

14.3 A demand for a poll may be withdrawn if:

14.3.1 the poll has not yet been taken, and

14.3.2 the chairman of the meeting consents to the withdrawal.

14.4 Polls must be taken immediately and in such manner as the chairman of the meeting directs.

15. **CONTENT OF PROXY NOTICES**

15.1 Proxies may only validly be appointed by a notice in writing (a "**proxy notice**") which:

15.1.1 states the name and address of the Core Member appointing the proxy;

15.1.2 identifies the person appointed to be that Core Member's proxy and the general meeting in relation to which that person is appointed;

15.1.3 is signed by or on behalf of the Core Member appointing the proxy, or is authenticated in such manner as the Directors may determine; and

- 15.1.4 is delivered to Linaro in accordance with the articles and any instructions contained in the notice of the general meeting to which they relate.
- 15.2 Linaro may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 15.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 15.4 Unless a proxy notice indicates otherwise, it must be treated as:
- 15.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting; and
- 15.4.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the general meeting itself.

16. **DELIVERY OF PROXY NOTICES**

- 16.1 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that general meeting or any adjournment of it, even though a valid proxy notice has been delivered to Linaro by or on behalf of that person.
- 16.2 An appointment under a proxy notice may be revoked by delivering to Linaro a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.
- 16.3 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the general meeting or adjourned general meeting to which it relates.
- 16.4 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

17. **AMENDMENTS TO RESOLUTIONS**

- 17.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:
- 17.1.1 notice of the proposed amendment is given to Linaro in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than forty eight (48) hours before the meeting is to take place (or such later time as the chairman of the meeting may determine); and
- 17.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

17.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

17.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed; and

17.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

17.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

18. **CORE MEMBERS' WRITTEN RESOLUTIONS**

18.1 Any Core Member may require Linaro to circulate a written resolution and if any Core Member does so, the provisions of sections 292(1) to (3) (inclusive) and sections 292(6), 293, 294 and 295 Companies Act 2006 shall apply mutatis mutandis to that request as if it were a request made by members pursuant to section 292 Companies Act 2006.

18.2 In the event that any resolution is proposed as a written resolution, the form of written resolution shall:

18.2.1 provide for every eligible Core Member to be able to indicate whether it is voting for the proposed resolution or against the proposed resolution (and if more than one resolution is proposed, such voting alternatives shall be provided for each resolution);

18.2.2 require each eligible Core Member to return his authenticated document to the same named individual at Linaro; and

18.2.3 require such named individual to hold such authenticated documents on behalf of and as agent for the relevant Core Member and not Linaro until the earlier of:

18.2.3.1 the date on which that named individual has received authenticated documents (indicating either a vote for or against the relevant resolution) from each eligible Core Member; and

18.2.3.2 the day before the date on which the written resolution would otherwise lapse in accordance with section 297 Companies Act 2006;

at which time such named individual shall deliver all the authenticated documents held by him as agent of the eligible members to Linaro. The Board may not ascertain whether or not the required majority of Core Members have voted in favour of the resolution until delivery of the authenticated documents to Linaro by the agent of the eligible Core Members as set out in this article 18.2.

19. **MEMBER'S REPRESENTATIVE**

Each Core Member may authorise any individual it thinks fit to act as its authorised corporate representative at any general meeting in the manner provided in section 323 Companies Act 2006. Such representative shall be entitled to exercise the same powers on behalf of the Core Member in question as that Core Member could exercise and such Core Member shall for the purposes of these articles be deemed to be present in person at the meeting where that Core Member's duly authorised corporate representative is present.

20. **CORE MEMBERS' VOTING UNDERTAKINGS**

Each Core Member shall exercise all voting rights and powers of control available to it in relation to Linaro to ensure (in so far as it is reasonably able to do so through the exercise of the same) that:

- 20.1 Linaro's business shall be managed with the aim of achieving Linaro's objective through the implementation of the strategy; and
- 20.2 no action set out in articles 12.3 or 24.2 shall be taken or resolution or decision with respect to the same passed, made or taken unless the undertaking of the same by Linaro or any of its Group Companies has been approved by the Core Members, the Core Directors or the Board (as the case may be) in the manner specified in articles 12.3 or 24.2.

PART 6

DIRECTORS

APPOINTMENT OF DIRECTORS

21. **DIRECTORS: NUMBER, QUALIFICATIONS, APPOINTMENT, RETIREMENT AND REMOVAL**

- 21.1 The number of Directors (other than alternate directors) shall not be subject to any maximum, but shall not be less than two (2).
- 21.2 Only an individual may act as a Director of Linaro.
- 21.3 Subject to the provisions of article 6.1, each Core Member may from time to time appoint one individual willing to act and permitted by law to do so, as a Director and remove from office any individual so appointed. Any Director so appointed is referred to in these articles as a "**Core Director**". For the avoidance of doubt, a Core Member may not appoint and maintain in office more than one (1) Core Director at any time.
- 21.4 Any appointment or removal of a Core Director shall be made by notice to Linaro signed by the Core Member entitled to appoint or remove that Director. Any such appointment or removal shall take effect when the notice is received or at any later time specified for the purpose in the notice.

- 21.5 If any Core Member who has appointed a Core Director ceases to be a member, any individual so appointed by it as a Core Director shall automatically cease to be a Director.
- 21.6 If any Core Member's membership is suspended in accordance with the provisions of these articles and that Core Member has appointed a Core Director, any individual so appointed by it as a Core Director shall automatically cease to be a Director.
- 21.7 If any Core Director ceases to hold office, the Core Member who appointed that individual as a Core Director shall indemnify Linaro against any proceedings, claims, losses and expenses incurred by Linaro and arising from or in connection with that Core Director ceasing to hold office.
- 21.8 Any Core Director may make such disclosures in relation to Linaro to the Core Member appointing him or her as he or she thinks appropriate in his sole discretion.
- 21.9 The Board shall appoint one (1) individual, nominated by the Club Members in accordance with the provisions of the Membership Rules, and who is willing to act as a Director, to be a Director (the "**Club Director**") provided that any individual so nominated:
- 21.9.1 is an employee or an officer of a Club Member or, alternatively, is a person who is independent of a Club Member and whose identity has been approved by the Board (acting reasonably);
- 21.9.2 does not hold any office and is not engaged in any role or activity which the Board (acting reasonably) considers might conflict with his or her role (and the associated duties) as a Director; and
- 21.9.3 has agreed to comply with such rules (relating to his office as a Director) as the Board (acting reasonably) may require.

At no time shall there be more than one (1) Club Director in office.

A Club Director may be removed as a Director in the following ways:

- 21.9.4 by the Club Members determining, in accordance with the provisions of the Membership Rules, that the Club Director should cease to be a Director, in which case the Club Director shall automatically cease to be a Director;
- 21.9.5 if the Board (in its discretion) resolves that he or she no longer satisfies the criteria for appointment as the Club Director previously specified in this article 21.9; or
- 21.9.6 if the Board (in its discretion) resolves that:
- 21.9.6.1 that he or she has engaged in any act, practice or conduct which brings Linaro into disrepute; and/or
- 21.9.6.2 the continued occupation by him or her of the office of Club Director is against the interests of Linaro.

On any resolution proposed for the purpose of articles 21.9.5, 21.9.6.1 or 21.9.6.2, the Club Director shall not be entitled to vote on that resolution or be counted in the quorum at the meeting at which any such resolution is proposed.

21.10 The Board may, by Super Majority Board Resolution, appoint an individual who is willing to act as a Director, and who is permitted by law to do so, to act as Linaro's chairman (the "**Chairman**"). The Chairman shall be a Director of Linaro. Any individual previously appointed by the Board as Chairman may be removed from office by:

21.10.1 resolution of the Board, in respect of which an ordinary majority shall be required, and on any such resolution, the Chairman shall not be entitled to vote on that resolution or be counted in the quorum at the meeting at which any such resolution is proposed; or

21.10.2 written notice delivered to the Chairman, provided that any such notice has been signed by at least a majority of the directors then in office (excluding, for the purpose of this calculation, the Chairman).

Any such removal shall take effect at the time specified in the resolution of the Board or in the written notice delivered to the Chairman. Notwithstanding anything to the contrary in these articles, any individual appointed as Chairman following expiry of the Initial Period must (a) be independent of any member, meaning that such individual must not have acted as a director or officer of, been employed or engaged by or otherwise involved in the provision of advice or services to, any Core Member or any Connected Person of any Core Member at any time during the twelve (12) month period prior to his or her appointment as Chairman and (b) shall automatically cease to be Chairman if he or she ceases to be independent within the meaning specified in this article. If, following expiry of the Initial Period, any individual who was appointed as Chairman during the Initial Period continues to hold office as Chairman and such individual is not independent of any member, such individual shall cease to hold office as Chairman on expiry of the Initial Period unless (prior to the expiry of the Initial Period) the Board by Super Majority Board Resolution has resolved (with the Chairman abstaining from voting) that he or she should continue to hold office as Chairman.

21.11 The Board may, by Super Majority Board Resolution, appoint an individual who is willing to act as a Director, and who is permitted by law to do so, to act as Linaro's Chief Executive Officer. The Chief Executive Officer shall also be a Director of Linaro. Any individual previously appointed by the Board as Chief Executive Officer may be removed from office by:

21.11.1 resolution of the Board, in respect of which an ordinary majority shall be required, and on any such resolution, the Chief Executive Officer shall not be entitled to vote on that resolution or be counted in the quorum at the meeting at which any such resolution is proposed; or

21.11.2 written notice delivered to the Chief Executive Officer, provided that any such notice has been signed by at least a majority of the Directors then in office (excluding, for the purpose of this calculation, the Chief Executive Officer).

Any such removal shall take effect at the time specified in the resolution of the Board or in the written notice delivered to the Chief Executive Officer. Notwithstanding the foregoing, during the Initial Period the foregoing provisions of this article 21.11 shall not apply. Instead, during the Initial Period ARM shall be entitled to appoint and remove from office an individual who is willing to act as a Director, and who is permitted by law to do so, to act as Linaro's Chief Executive Officer. Any appointment or removal by ARM of a Chief Executive Officer pursuant to this article shall be made by notice to Linaro signed by ARM. Any such appointment or removal shall take effect when the notice from ARM is received or at any later time specified for the purpose in the notice. Any person so appointed by ARM as Chief Executive Officer in accordance with the provisions of this article shall not for the avoidance of doubt, be a Core Director and ARM's rights under this article are in addition to, and not in substitution for, its rights under article 21.3.

21.12 For the avoidance of doubt, the Chief Technical Officer and the VP Engineering shall not be Directors of Linaro.

21.13 No appointment or purported appointment of a Director shall be valid or effective unless such appointment is made in accordance with the provisions of this article 21.

21.14 Notwithstanding any other provision of these articles, on any resolution which is proposed:

21.14.1 in general meeting (either on a show of hands or on a poll) to remove a Core Director from office; or

21.14.2 in general meeting (either on a show of hands or on a poll) or as a written resolution to alter these articles so as to result in the deletion or amendment of article 21.3 or this article 21.14;

the votes cast by any Core Member or its duly appointed proxy or corporate representative shall, if voting against that resolution, in aggregate carry such number of votes as is required to defeat that resolution.

21.15 Any director (including a Core Director or the Club Director) shall cease to be a Director as soon as:

21.15.1 that person ceases to be a director by virtue of any provision of the Companies Act 2006 or is prohibited from being a director by law;

21.15.2 a bankruptcy order is made against that individual or a composition is made with that individual's creditors generally in satisfaction of that individual's debts;

21.15.3 a registered medical practitioner who is treating that person gives a written opinion to Linaro stating that that person has become physically or mentally incapable of acting as a Director and may remain so for more than three months;

21.15.4 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

21.15.5 notification is received by Linaro from the Director that the Director is resigning as a Director and such resignation has taken effect in accordance with its terms.

22. DIRECTORS' REMUNERATION

22.1 Directors may undertake any services for Linaro that the Directors may, by resolution, determine.

22.2 Save in the case of the Chairman and the Chief Executive Officer, a Director shall not be entitled to any remuneration for his or her services to Linaro as a Director. In the case of the Chairman and the Chief Executive Officer, he shall be entitled to such remuneration as the Directors determine:

22.2.1 for his or her services to Linaro as a Director; and

22.2.2 for any other service which he or she undertakes for Linaro at the express request of the Directors.

22.3 Subject to the articles, a Director's remuneration may:

22.3.1 take any form; and

22.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Director.

22.4 Unless the Directors decide otherwise, a Director's remuneration accrues from day to day.

22.5 Unless the Directors decide otherwise, directors are not accountable to Linaro for any remuneration which they receive as directors or other officers or employees of Linaro's Group Companies or of any other body corporate in which Linaro is interested.

22.6 The Directors may exercise all the powers of Linaro to provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any Director or former Director who holds or has held any executive office or employment with Linaro or with any company which is or has been a Group Company, and for any member of his family (including a spouse, former spouse, civil partner or former civil partner) or any person who is or was dependent on him, and may contribute to any fund and pay premiums for the purchase or provision of any such benefit.

23. DIRECTORS' EXPENSES

Linaro may pay any reasonable expenses which the Chairman, the Chief Executive or any Club Director (who is independent of a Club Member) properly incurs in connection with his or her attendance at:

23.1.1 meetings of Directors or committees of Directors; or

23.1.2 general meetings,

or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to Linaro. Linaro shall not reimburse a Core Director or (unless otherwise agreed by the Board) the Club Director for any expenses incurred by him or her in his capacity as a Director.

DIRECTORS' POWERS AND RESPONSIBILITIES

24. DIRECTORS' AUTHORITY

24.1 Subject to these articles (including, without limitation, the provisions of article 24.2) the Directors are responsible for the management of Linaro's business, for which purpose they may, subject to the articles, exercise all the powers of Linaro. The Directors shall manage Linaro's business with the aim of achieving Linaro's Objective through the implementation of the Strategy.

24.2 No action shall be taken or resolution or decision passed, made or taken by Linaro or any of its Group Companies in relation to any matter listed below unless the undertaking of such matter has been authorised by the Core Members, the Core Directors or the Board (as the case may be) as specified below:

24.2.1 no action shall be taken or resolution or decision passed, made or taken by Linaro in relation to any the following matters unless the undertaking of the same has been authorised by the Core Members in accordance with the provisions of article 12.3:

24.2.1.1 amending Linaro's Objective;

24.2.1.2 removing a Core Director from office;

24.2.1.3 changing Linaro's legal status;

24.2.1.4 changing Linaro's name;

24.2.1.5 changing the Initial Strategy;

24.2.1.6 merging Linaro with any other person;

24.2.1.7 transferring all or a material part of the business or assets of Linaro to any other person;

- 24.2.1.8 approving Linaro or any Group Company incurring borrowings which, when aggregated with any other borrowings of Linaro and each Group Company, would exceed one hundred thousand pounds (£100,000); or
 - 24.2.1.9 approving the granting of security over any asset of Linaro or of any Group Company;
- 24.2.2 no action shall be taken or resolution or decision passed, made or taken by Linaro in relation to any the following matters unless the undertaking of the same has been authorised by a Super Majority Core Director Resolution:
- 24.2.2.1 (in respect of any period following expiry of the Initial Period) adopting a new Strategy or amending any existing Strategy; or
 - 24.2.2.2 the entry into by Linaro or any Group Company of any agreement or arrangement to which a Core Member or any of its Connected Persons is a party (provided that for this purpose the Core Director appointed by the relevant member shall not be entitled to vote on the matter and shall not be included in the computation to determine whether or not a Super Majority Core Director Resolution has been achieved);
 - 24.2.2.3 adopting and then subsequently replacing or amending the Membership Criteria;
 - 24.2.2.4 adopting and then subsequently replacing or amending the Membership Rules;
 - 24.2.2.5 adopting and then subsequently replacing or amending the IP Policy; or
 - 24.2.2.6 the supporting of any particular additional instruction set architecture (other than the ARM instruction set architecture and the Power PC instruction set architecture, to which the provisions of this article 24.2.2.6 shall not apply);
- 24.2.3 no action shall be taken or resolution or decision passed, made or taken by Linaro in relation to any the following matters unless the undertaking of the same has been authorised by a Super Majority Board Resolution:
- 24.2.3.1 admitting any person as a Core Member (provided that for this purpose a Core Director appointed by a Core SiP Member shall not be entitled to vote on the admission of any person who is, or is a Connected Person of, a SiP and any such Core Director shall not be included in the computation to determine whether or not a Super Majority Board Resolution has been achieved);

- 24.2.3.2 admitting any person as a Club Member (provided that for this purpose a Core Director appointed by a Core SiP Member shall not be entitled to vote on the admission of any person who is, or is a Connected Person of, a SiP and any such Core Director shall not be included in the computation to determine whether or not a Super Majority Board Resolution has been achieved);
 - 24.2.3.3 suspending or terminating any Core Member's membership in accordance with article 5.4 (provided that for this purpose the Core Director appointed by the relevant member shall not be entitled to vote on the matter and shall not be included in the computation to determine whether or not a Super Majority Board Resolution has been achieved);
 - 24.2.3.4 suspending or terminating any Club Member's membership in accordance with the Membership Rules;
 - 24.2.3.5 appointing any individual as Chairman, Chief Executive Officer, Chief Technical Officer or VP Engineering of Linaro;
 - 24.2.3.6 varying the remuneration, emoluments or fees of the Chief Executive Officer, Chief Technical Officer or VP Engineering of Linaro;
 - 24.2.3.7 commencing proceedings against a Core Member or a Club Member to enforce obligations owed by that member to Linaro (provided that for this purposes the Core Director appointed by the relevant member shall not be entitled to vote on the matter and shall not be included in the computation to determine whether or not a Super Majority Board Resolution has been achieved);
 - 24.2.3.8 approving Linaro's acquisition of interests in third parties;
 - 24.2.3.9 adopting, and once adopted, amending, any budget or business plan;
 - 24.2.3.10 approving the disposal of assets; or
 - 24.2.3.11 lending any sums (other than (i) to another Group Company or by way of deposit with a bank or other financial institution whose normal business includes the acceptance of deposits or (ii) or to individual employees by way of an ordinary course travel loan);
- 24.2.4 no action shall be taken or resolution or decision passed, made or taken by Linaro in relation to any the following matters unless the undertaking of the same has been authorised by a resolution of the Board:

- 24.2.4.1 the entry into of any agreement or arrangement outside the ordinary course of Linaro's business;
 - 24.2.4.2 the entry into of any agreement or arrangement pursuant to which Linaro or any Group company may be required to expend in excess of two hundred and fifty thousand pounds (£250,000);
 - 24.2.4.3 changing Linaro's accounting reference date;
 - 24.2.4.4 appointing auditors (other than re-appointing the auditors who retire at an annual general meeting of Linaro and make themselves available for re-appointment);
 - 24.2.4.5 (without limiting the provisions of articles 24.2.3.5 or 24.2.3.6) hiring, removing or dismissing, or varying the remuneration, emoluments or fees of, employees earning an annual basic salary in excess of one hundred thousand pounds (£100,000) or consultants earning an annual fee in excess of one hundred thousand pounds (£100,000) per annum;
 - 24.2.4.6 entering into any employment contract which is not capable of termination in accordance with its terms and without payment of compensation by three months' notice or less, or varying any employment contract so that it becomes incapable of being so terminated; or
 - 24.2.4.7 settling any claim in excess of one hundred thousand pounds (£100,000) or commencing or abandoning any litigation, arbitration or other proceedings.
- 24.3 Subject to these articles (including without limitation articles 24.1 and 24.2) the Core Members may, by special resolution, direct the Directors to take, or refrain from taking, specified action. No such special resolution shall invalidate anything which the Directors have done before the passing of the resolution.
- 24.4 Subject to these articles, (including without limitation articles 24.1 and 24.2) the Directors may delegate any of the powers which are conferred on them under these articles to such person or committee, by such means (including by power of attorney), to such an extent, in relation to such matters or territories, and on such terms and conditions, as they think fit. If the Directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated. The Directors may revoke any delegation in whole or part, or alter its terms and conditions.
- 24.5 Committees to which the Directors delegate any of their powers must follow procedures which are based, as far as they are applicable, on those provisions of the articles which govern the taking of decisions by Directors. For the avoidance of doubt, Working Groups are not committees to which the Directors shall be regarded as having delegated any of their powers.

DECISION-MAKING BY DIRECTORS

25. DIRECTORS: DECISION MAKING

Directors to take decisions collectively

- 25.1 The general rule about decision making by Directors is that any decision of the Directors must either be a majority decision at a meeting or a unanimous resolution passed in accordance with article 25.2. Notwithstanding the foregoing, in the event of any inconsistency between the provisions of this article and article 24.2, the provisions of article 24.2 shall prevail.

Unanimous decisions

- 25.2 A decision of the Directors is taken in accordance with this article when all eligible Directors indicate to each other by any means that they share a common view on a matter. Such a decision may take the form of a resolution in writing, where each eligible Director has signed one or more copies of it, or to which each eligible Director has otherwise indicated his agreement in writing. A decision may only be taken in accordance with this article 25.2 where the eligible Directors taking the decision would have formed a quorum had the matter been proposed as a resolution at a Directors' meeting.

Calling a Directors' meeting

- 25.3 Any Director may call a Directors' meeting by giving notice of the meeting to the Directors or by authorising the Secretary to give such notice. The Secretary must call a Directors' meeting if a Director so requests.

- 25.4 Unless otherwise agreed by all the eligible Directors in relation to a particular meeting:

25.4.1 not less than seven (7) days' prior notice shall be given of the time, date and location of each meeting of the Directors (provided that in the case of emergency not less than three (3) clear days' prior notice shall be given);

25.4.2 such notice shall be accompanied by a written agenda specifying in reasonable detail the matters to be discussed at that meeting together with copies of all documents which are to be discussed at that meeting;

and no business shall be discussed or voted on at any meeting of the directors or at any adjournment of any such meeting, unless it is included in the agenda accompanying the notice convening the meeting.

- 25.5 Subject to these articles, notice of a meeting of the Directors must be given to each Director (including one who is absent for the time being from the United Kingdom) and may be given either personally or by word of mouth or in hard copy form or by electronic means, or by any other means authorised by the Director concerned.

- 25.6 Notice of a Directors' meeting need not be given to Directors who are not entitled to receive notice or who have elected not to receive notice of that meeting pursuant to article 29, or who have waived their entitlement to notice of that meeting by giving notice to that effect to Linaro in advance of the meeting or not more than seven (7) days after the date on which the meeting is held (or any longer period determined by the Core Members by ordinary resolution). The giving of such notice of waiver after the meeting has been held does not affect the validity of the meeting, or of any business conducted at it.

Participation in Directors' meetings

- 25.7 Subject to these articles, the Directors participate in a Directors' meeting when the meeting has been called and takes place in accordance with these articles and where each Director can communicate orally to all of the other Directors taking part, any information or opinions he has on any particular item of the business of the meeting. In determining whether the Directors are participating in a Directors' meeting it is irrelevant where any Director is or (subject to the first sentence of this article) how the Directors communicate with each other. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the Board meeting is located.
- 25.8 Subject to these articles (including without limitation articles 24.2 and 25.15), each Director participating in a Directors' meeting has one vote and resolutions put to the vote shall be decided by simple majority.

Directors' ability to vote or take part in the decision making process

- 25.9 Save as otherwise provided by the subsequent provisions of this article or by a specific authorisation given under articles 26, 27 or 28, a Director shall not vote at a meeting of directors or of a committee of Directors or participate in any decision making process of the Directors to the extent he has, directly or indirectly, an interest or duty which conflicts or may reasonably be regarded as likely to give rise to a conflict of interest with the interests of Linaro under discussion or consideration, unless his interest or duty arises only because the resolution or matter under consideration relates to:
- 25.9.1 arrangements pursuant to which benefits are or are to be made available to employees and directors or former employees and former directors of any Group Company which do not provide special benefits for directors or former directors;
 - 25.9.2 the purchase or maintenance of insurance either for or for the benefit of any Director or persons who include Directors;
 - 25.9.3 the giving of any indemnity against liability incurred by him in connection with his duties, powers or office in relation to Linaro or any other Group Company, where all other Directors are also offered indemnities on substantially the same terms; and

25.9.4 any transaction, arrangement or proposal relating to the funding of expenditure incurred by him in defending proceedings in connection with his duties, powers or office in relation to Linaro or any other Group Company (or enabling him to avoid incurring such expenditure), where all other Directors are also offered a transaction, arrangement or proposal on substantially the same terms;

If a Director purports to vote in a situation where, by virtue of any provision of these articles, he is not entitled to do so, his vote shall not be counted.

25.10 For the purposes of article 25.9:

25.10.1 an interest of a person who is connected with a Director (within the meaning of section 252 of the Companies Act 2006) or an interest of a Core Member who appointed a Core Director to office shall be treated as an interest of the Director;

25.10.2 in relation to an alternate, an interest of his Appointor shall be treated as an interest of the alternate in addition to any interest which the alternate otherwise has, but this does not preclude the alternate from voting in relation to that transaction or arrangement on behalf of another Appointor who does not have such an interest (or for himself if he is a director and has no such interest);

25.10.3 references to a conflict of interest include a conflict of interest and duty and a conflict of duties; and

25.10.4 an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his,

and for the avoidance of doubt, where a Director ("**first director**") is appointed to act as an alternate by another one or more Directors ("**second director**") and the first director has an interest which prevents him from voting in relation to any transaction or arrangement, that first director shall also not be entitled to vote in relation to that transaction or arrangement as alternate on behalf of any second director.

Quorum for Directors' meetings

25.11 At a Directors' meeting unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.

25.12 The quorum for the transaction of business of the Directors shall be two (2) Core Directors both of whom must be eligible Directors, provided that whilst there is only one (1) Core Director in office, who is an eligible Director the quorum for the transaction of business of the Directors shall be one Core Director.

Chairing of Directors' meetings and chairman's casting vote

25.13 If the Directors have appointed a Chairman in accordance with the provisions of these articles, the Chairman shall preside at every meeting of Directors at which he is present,

but if the Chairman is unable or unwilling to act as chairman at a meeting or any part of a meeting or is not present within twenty (20) minutes after the time appointed for any meeting of directors, the Directors present may appoint one of their number to be chairman of the board meeting.

- 25.14 The Chairman shall have a casting vote. If the chairman of any meeting of the Board is not the Chairman, the chairman of the meeting shall not have a casting vote.

Record keeping

- 25.15 The Directors shall ensure that Linaro keeps a permanent record in writing capable of being read by the naked eye, for at least ten (10) years from the date of the decision recorded, of each unanimous or majority decision taken by the Directors.

Directors' discretion to make further rules

- 25.16 Subject to these articles and the Companies Act 2006, the Directors may make any rule which they think fit about how they take decisions and about how such rules are to be recorded or communicated to Directors.

26. CORE DIRECTORS: CONFLICTS OF INTEREST ARISING AS A RESULT OF BEING APPOINTED TO OFFICE BY A CORE MEMBER

- 26.1 A Core Director shall, notwithstanding his office, be authorised for the purposes of sections 173(2) and 175 of the Companies Act 2006 to act and to continue to act as a director notwithstanding that at the time of his appointment or subsequently he:

26.1.1 holds office as a director or secretary of the Core Member which appointed him to office and/or as a director of a Connected Person of any such Core Member;

26.1.2 is an employee of, is engaged by or is otherwise involved with the Core Member which appointed him to office and/or is employed or engaged by or is otherwise involved with a Connected Person of any such Core Member;

26.1.3 is the owner and/or holder of securities issued by the Core Member which appointed him to office and/or issued by any Connected Person of any such Core Member; and/or

26.1.4 acts by himself or by any firm of which he is a partner, director, employee or shareholder in a professional capacity for the Core Member which appointed him to office and/or for any Connected Person of any such Core Member.

No Core Director shall, by reason of his holding office as a Core Director (or of the fiduciary relationship established by his holding that office) be liable to account to Linaro for any remuneration, profit or other benefit received as a result of any interest permitted by this article 26.1 and no transaction or arrangement shall be liable to be avoided by reason of any director having any interest or having received any benefit permitted by this article 26.1.

- 26.2 A Core Director shall be authorised for the purposes of sections 173(2) and 175 of the Companies Act 2006 to act and to continue to act as a director notwithstanding that he may also be the person engaged in advising the Core Member who appointed him with respect to that Core Member's relationships with Linaro (either as a member, as a supplier, as a financier or in whatever capacity). A Core Director shall be authorised to disclose any information received by him in his capacity as a Director to his Appointor.
- 26.3 Notwithstanding any other provision of these articles to the contrary, if the Board is to consider any transaction or arrangement to which Linaro or any other Group Company is a party or in which Linaro or any other Group Company is otherwise interested, being a transaction or arrangement in which a Core Member or a Connected Person of a Core Member is also a party or is otherwise interested in, any Core Director appointed by the relevant Core Member shall (subject to the provisions of article 26.4) be authorised for the purposes of sections 173(2) and 175 of the Companies Act 2006 to:
- 26.3.1 vote on any resolution or take part in the making of any decision relating to such matter;
 - 26.3.2 attend, speak or be counted in the quorum at any meeting of the directors or any committee of the directors or be involved in decisions of the directors to the extent considering, discussing or relating to any such matter;
 - 26.3.3 receive notice of board meetings called to discuss, or directors' written resolutions circulated to enable a decision to be taken on, any such matter; or
 - 26.3.4 access or receive or see copies of any board papers (including board minutes, draft minutes or records of unanimous resolutions of the directors passed) or other papers or legal advice provided to any Group Company in connection with any such matter.
- 26.4 Without limiting the generality of article 26.3:
- 26.4.1 if Linaro or any other Group Company has or may have any claim or right against a Core Member or any of that Core Member's Connected Persons, including a right to terminate any agreement, transaction or arrangement with that Core Member or any of its Connected Persons; or
 - 26.4.2 if it is necessary or desirable that Linaro or any Group Company should defend, compromise, settle or negotiate with regard to any claim or right brought, threatened or asserted against Linaro or any other Group Company, by a Core Member or any of its Connected Persons,
- then any Core Director appointed by such Core Member shall not constitute an eligible Director in relation to decisions of the Directors relating to such situation or matter and (without limitation) no such Core Director shall be entitled to:
- (a) vote on any resolution or take part in the making of any decision relating to such matter;

- (b) attend, speak or be counted in the quorum at any meeting of the Directors or any committee of the Directors or be involved in decisions of the Directors to the extent considering, discussing or relating to any such matter;
- (c) receive notice of board meetings called to discuss, or Directors' written resolutions circulated to enable a decision to be taken on, any such matter; or
- (d) access or receive or see copies of any board papers (including board minutes, draft minutes or records of resolutions of the directors passed) or other papers or legal advice provided to Linaro or to any Group Company in connection with any such matter;

and any such director shall be authorised to comply with the provisions of this article 26.4 without breaching the general duties he owes to Linaro by virtue of sections 171 to 177 Companies Act 2006.

27. **DIRECTORS: PERMITTED INTERESTS**

27.1 This article 27 applies in addition to, and not in substitution for, the provisions of article 26.

27.2 This article 27.2 shall apply to a Director provided that: (a) he has declared the nature and extent of any interest of his in accordance with and if and to the extent required by the provisions of article 4 (and for the avoidance of doubt where article 27.4 does not require any declaration of interest to be made then this article 27.2 is still capable of applying notwithstanding the fact that no declaration has been made); and (b) the Directors or the Core Members have not (upon request) refused to give specific authorisation pursuant to article 28 for the particular situation or matter in question; and (c) the Directors or the Core Members have not otherwise resolved pursuant to article 28 that such situation or matter shall no longer be authorised. Where this article 27.2 applies, a Director, notwithstanding his office, shall be authorised:

27.2.1 to enter into, or otherwise be interested in, any transaction or arrangement with Linaro or any other Group Company or in which Linaro or any other Group Company is interested, either with regard to his tenure of any office or position in the management, administration or conduct of its business or as seller, buyer or otherwise;

27.2.2 to hold any other office or place of profit (except that of auditor) with, or to be employed by or a consultant to or otherwise interested in Linaro or any other Group Company;

27.2.3 to act by himself or by any firm of which he is a partner, director, employee or shareholder in a professional capacity (except as auditor) for Linaro or any other Group Company and he or his firm shall be entitled to remuneration for professional services as if he were not a director of Linaro; and

27.2.4 to be a director of any other company in which Linaro does not have an interest if that cannot reasonably be regarded as likely to give rise to a conflict of interest at the time of his appointment as a director of Linaro or that other company (whichever is the later)

and such authorisations shall extend to any direct or indirect interest that conflicts or possibly may conflict with the interests of Linaro and which may reasonably be expected to arise out of the situations and matters so authorised and is capable of being authorised at law. Save as may be specifically provided by any contrary resolution of the directors or Core Members in relation to any particular matter or situation, no authorisation of any matter or situation referred to in this article 27.2 shall be required pursuant to article 28 and no Director shall, by reason of his holding office as director of Linaro (or of the fiduciary relationship established by his holding that office) be liable to account to Linaro for any remuneration, profit or other benefit received as a result of any interest permitted by this article 27.2 and no transaction or arrangement shall be liable to be avoided by reason of any Director having any interest or having received any benefit permitted by this article 27.2.

27.3 For the purposes of article 27.2:

27.3.1 an interest of (a) a person who is connected with a Director (within the meaning of section 252 of the Companies Act 2006); or (b) a Core Member who appointed a Core Director to office; and (c) the Appointor in relation to any alternate; shall be treated as an interest of the director or the alternate (as appropriate) in each case in addition to any interest which the director or alternate otherwise has; and

27.3.2 any authorisation of a situation or matter pursuant to article 27.2 relating to a Group Company shall be effective only for so long as the relevant Group Company remains a Group Company.

27.4 In relation to transactions or arrangements with Linaro, the Director shall declare the nature and extent of any interest authorised under article 27.2 in any way permitted by the Companies Act 2006 and shall be required to make such disclosure only to the extent required to do so under the Companies Act 2006. In relation to other situations of actual or potential conflict of interest, the Director shall declare the nature of that situation and the nature and extent of his interest in it at a meeting of the Directors, or as otherwise determined by the Directors, but shall not be required to make such declarations to the extent that the other Directors are already aware of the situation and/or interest and its extent.

28. **DIRECTORS: AUTHORISATION OF CONFLICTS OF INTEREST**

28.1 This article 28 applies in addition to, and not in substitution for, the provisions of article 26.

- 28.2 Any Relevant Matter may be authorised by the Directors to the fullest extent permitted by law in accordance with the provisions of this article 28.
- 28.3 Any Director or Core Member may propose that a Relevant Matter be authorised by the directors. Such proposal and any authorisation given by the Directors shall be effected in the same way as any other matter may be proposed to, and resolved upon by, the Directors (or in such other manner as the Directors may approve) in accordance with these articles, except that no authorisation shall be effective unless the requirements of section 175(6) Companies Act 2006 have been complied with.
- 28.4 Any authorisation of a matter by the Directors under this article 28 shall, unless it states otherwise, extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the matter so authorised and shall be subject to such terms, conditions and limitations as the Directors may specify, whether at the time of giving the authorisation or subsequently. The Directors may at any time in relation to a particular Director and a particular matter or situation terminate or vary (including by imposing new terms, conditions and limitations in relation to) any authorisation of a Relevant Matter (whether given under article 26.2 or this article 28 or otherwise) provided that no such termination or variation shall have retrospective effect. The Director concerned must act in accordance with any terms, conditions or limitations specified by the directors in accordance with this article 28.4.
- 28.5 No Director shall, by reason of his office as director of Linaro (or by reason of the fiduciary relationship established by holding that office), be liable to account to Linaro for any benefit derived from any Relevant Matter to the extent that the Relevant Matter has been authorised in accordance with this article 28. No transaction or arrangement shall be liable to be avoided by reason of any interest of a Director to the extent that it has been so authorised.
- 28.6 Notwithstanding the other provisions of this article 28, the Core Members shall be entitled, by ordinary resolution or by any higher majority as is required by law, to authorise a Relevant Matter (whether or not authorisation has previously been requested from and/or refused by the Directors pursuant to this article 28) or to terminate or vary the terms and conditions of, or procedures for managing conflicts attaching to, any authorisation previously given either by the Directors or Core Members. The provisions of articles 28.4, 28.5 and article 29 shall apply mutatis mutandis to any authorisation given by the Core Members, save that references to any procedures for managing conflicts laid down by the Directors and to any authorisation given, varied or terminated by the Directors and any terms and conditions specified, imposed, varied or terminated by the Directors in relation to any such authorisation, shall be interpreted as though they were references to procedures laid down, authorisation given, varied or terminated or terms and conditions specified, imposed, varied or terminated by the Core Members.
- 28.7 For the avoidance of doubt, the Core Members may not vary or terminate any of the authorisations given to a Core Director in accordance with the provisions of article 26.

29. DIRECTORS: MANAGING CONFLICTS OF INTEREST

29.1 Where this article 29.1 applies, a Director shall be authorised, without breaching the general duties he owes to Linaro by virtue of sections 171 to 177 Companies Act 2006 to take, and shall (if so requested by the other Directors or the Core Members) take, such steps as may be necessary or desirable for the purpose of managing any conflict of interest to which this article 29.1 applies, including (without limitation) by:

29.1.1 complying with any procedures laid down from time to time by the Directors for the purpose of managing conflicts of interest generally or any specific procedures approved by the Directors in relation to the situation, matter or interest in question;

29.1.2 excluding himself from attending and voting at Board meetings or otherwise participating in Directors' decision making to the extent relating to such situation, matter or interest or from participating in discussions (whether at meetings of the Board or otherwise), or receiving documents or information, relating to any such situation, matter or interest (including without limitation, notice of meetings, directors' written resolutions, board papers, minutes or draft minutes and legal advice given to Linaro or to any other Group Company);

29.1.3 arranging for documents or information relating to any such situation, matter or interest to be reviewed by a professional adviser to ascertain the extent to which it might be appropriate for him to have access to such documents or information; and/or

29.1.4 not disclosing to Linaro, or not using in relation to Linaro's affairs, information which he obtains or has obtained otherwise than through his position as a Director of Linaro which relates to a situation, matter or interest and which is confidential to a third party, where to do so would amount to a breach of confidence or breach of duty to the third party.

29.2 Article 29.1 shall apply where a Director has or could have:

29.2.1 a direct or indirect interest that conflicts or possibly may conflict with the interests of Linaro, provided that the interest or the existence of the situation or relationship leading to the interest has been authorised pursuant to article 27 or article 28 and the terms and conditions of such authorisation do not provide otherwise; or

29.2.2 a direct or indirect interest in an agreement, transaction or arrangement (or a proposed agreement, transaction or arrangement) with Linaro and such interest has been declared to the other Directors to the extent required by the Companies Act 2006.

29.3 Where a Director obtains or has obtained information, otherwise than through his position as a Director, which is confidential to a third party other than Linaro, then provided that the duty of confidentiality does not arise out of a situation in which the Director has or

may have a direct or indirect conflict of interest, the Director shall not be required to disclose such information to Linaro or use it in relation to Linaro's affairs. This article is without prejudice to the ability of a Director to withhold such information from Linaro in accordance with the provisions of article 29.1.

29.4 Articles 29.1 and 29.3 are without prejudice to any equitable principle or rule of law which may otherwise excuse or release the director from any requirement to disclose information or use information in relation to Linaro's affairs, participate in discussions or receive documents or information.

29.5 For the purposes of articles 26 to 29 (inclusive), references to a conflict of interest include a conflict of interest and duty and a conflict of duties.

30. **DIRECTORS: ALTERNATES**

30.1 Any Director, other than an alternate director, ("**Appointor**") may appoint as an alternate any person who is willing to act, to exercise (in the absence of the Appointor) the Appointor's powers as a director generally, and in particular (in the absence of the Appointor) to carry out the Appointor's responsibilities in relation to the taking of decisions by directors. In addition, an alternate for any Core Director may be appointed and removed from office by the Core Member who appointed the original Core Director and in such circumstances, (unless the context requires otherwise) references in this article 30 to "Appointor" shall be construed as references to the original Director notwithstanding the fact that the alternate was appointed by the relevant Core Member. An alternate director appointed by a Core Member in accordance with this article 30 shall not count towards the number of Directors capable of being appointed by the Core Member under article 21.3.

30.2 Any appointment or removal of an alternate must be effected by notice in writing to Linaro signed by the Appointor (or where the alternate is being appointed by the relevant Core Member in accordance with article 30.1, signed by the relevant Core Member) or in any other manner approved by the Directors and shall take effect when the notice is received or at any later time specified for the purpose in the notice. The notice must identify the proposed alternate and, in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the Director giving the notice or on whose behalf such notice is given.

30.3 An alternate director has the same rights, in relation to any Directors' meeting or decision of the Directors, as the alternate's Appointor and, without limitation, is entitled to be given notice of all meetings of Directors and committees of Directors and all meetings of members which their Appointor is entitled to be given and in the absence of their Appointor, to attend, speak and vote at all such meetings at which the Appointor is entitled to attend, speak and vote.

30.4 Except as these articles specify otherwise, alternate directors are deemed for all purposes to be Directors, are liable for their own acts and omissions, are subject to the same restrictions as their Appointors, and are not deemed to be agents of or for their Appointors.

30.5 Subject to the final paragraph of this article 30.5, a person who is an alternate director, but not a Director:

30.5.1 may be counted as participating in a Directors' meeting for the purposes of determining whether a quorum is present and may vote on any proposal made at a Directors' meeting (but only if that person's Appointor is not participating and would have been an eligible Director in relation to that proposal had he been participating); and

30.5.2 may take part in decisions of the directors (but only if that person's Appointor does not take part in making the decision and would have been an eligible Director in relation to that decision had he taken part in making it).

A person may not be appointed as the alternate director of more than one (1) Director.

30.6 An alternate director is not entitled to receive any remuneration from Linaro for serving as an alternate director except such part of the remuneration of the alternate's Appointor as the Appointor may direct by notice in writing made to Linaro.

30.7 An alternate director's appointment as an alternate for a particular Appointor shall terminate:

30.7.1 when that Appointor (or the Core Member which made the appointment) revokes the appointment by notice to Linaro in writing specifying when it is to terminate;

30.7.2 on the death of that Appointor; or

30.7.3 when the directorship of that Appointor terminates;

and an alternate director's appointment as an alternate for an Appointor (and if the person is an alternate for more than one (1) director, that person's appointment as an alternate for each Appointor) shall terminate on the occurrence in relation to the alternate of any event which, if it occurred in relation to any Appointor of that alternate, would result in the termination of that Appointor's appointment as a director.

31. **DIRECTORS: INDEMNITIES AND FUNDING OF PROCEEDINGS**

31.1 Subject to the provisions of and so far as may be consistent with the Companies Act 2006, every Director, former Director and other officer of Linaro and of any Group Company of Linaro shall be indemnified out of the assets of Linaro against:

31.1.1 all liabilities incurred by or attaching to him in connection with any negligence, default, breach of duty or breach of trust by him in relation to Linaro or any such company of which he is or was a director or officer other than:

31.1.1.1 any liability incurred to Linaro or any of its Group Companies; and

31.1.1.2 any liability of the kind referred to in sections 234(3) to (6) Companies Act 2006; and

31.1.1.2 all other liabilities incurred by or attaching to him in the actual or purported execution and/or discharge of his duties and/or the exercise or purported exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office.

31.2 Subject to the provisions of and so far as may be consistent with the Companies Act 2006, the Directors may exercise all the powers of Linaro to provide any Director with funds to meet expenditure incurred or to be incurred by him of the kind referred to in sections 205(1)(a) and 206(a) Companies Act 2006, and otherwise take any action to enable any such Director to avoid incurring such expenditure, to the fullest extent permitted by law.

32. **DIRECTORS: INSURANCE**

32.1 Without prejudice to article 31 the Directors may exercise all the powers of Linaro to purchase and maintain insurance for, or for the benefit of, any person who is or was at any time:

32.1.1 a director of any Relevant Company; or

32.1.2 a trustee of any pension fund or retirement, death or disability scheme for the benefit of any employee of any Relevant Company or of any employees' share scheme in which employees of any such Relevant Company are interested,

including (without limitation) insurance against any liability referred to in article 31 attaching to him in relation to any Relevant Company, or any such pension fund, retirement or other scheme or employees' share scheme.

32.2 In this article 32, "**Relevant Company**" means Linaro or any other undertaking which is or was at any time:

32.2.1 a subsidiary undertaking of Linaro; or

32.2.2 a company in which Linaro has an interest (whether direct or indirect).

PART 7

ADMINISTRATIVE ARRANGEMENTS

33. **COMPANY SEALS**

33.1 Any common seal may only be used by the authority of the Directors.

33.2 The Directors may decide by what means and in what form any common seal is to be used.

33.3 Unless otherwise decided by the Directors, if Linaro has a common seal and it is affixed to a document, the document must also be signed by at least one authorised person in the presence of a witness who attests the signature.

33.4 For the purposes of this article, an authorised person is:

33.4.1 any Director of Linaro;

33.4.2 the Secretary (if any); or

33.4.3 any person authorised by the Directors for the purpose of signing documents to which the common seal is applied.

34. RIGHT TO INSPECT ACCOUNTS AND OTHER RECORDS

Subject to having agreed to such terms with respect to confidentiality as the Board may reasonably require, any Core Member shall be entitled, on notifying Linaro not less than ten (10) clear days in advance, either through itself or through duly authorised agents (in respect of when Linaro shall have given its prior approval, not to be unreasonably withheld), to inspect copies of any accounting records of Linaro. The rights referred to in this article 34 may not be exercised by any particular Core Member more than once in any twelve (12) month period.

35. PROVISION FOR EMPLOYEES ON CESSATION OF BUSINESS

The Directors may by Super Majority Board Resolution decide to make provision for the benefit of persons employed or formerly employed by Linaro or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of Linaro or that subsidiary.

36. ASSET TRANSFER

In the event that Linaro transfers (including exclusive licenses, leases and the like) any of its assets (otherwise than in the ordinary and normal course of business), it shall only transfer such assets to another not-for-profit body with objects similar to those of Linaro or (if there is no such body) to another body the object of which is the promotion of charity and anything incidental or conducive thereto. For the avoidance of doubt, any transfer of Linaro assets in the ordinary and normal course of business shall be undertaken for the promotion of the Objective.

37. WINDING UP

On a winding up or dissolution of Linaro, all assets which otherwise would be available to the Core Members shall be transferred either to a not for profit body with objectives similar to those of Linaro or (if there is no such body) to another person the objectives of which is the promotion of any charity.

38. DOCUMENTS SENT IN ELECTRONIC FORM OR BY MEANS OF A WEBSITE

38.1 Where the Companies Act 2006 permits Linaro to send documents or notices to its members in electronic form or by means of a website, the documents will be validly sent provided Linaro complies with the requirements of the Companies Act 2006.

38.2 Subject to any requirement of the Companies Act 2006 only such documents and notices as are specified by the Board may be sent to Linaro in electronic form to the address specified by the Board for that purpose and such documents or notices sent to Linaro are sufficiently authenticated if the identity of the sender is confirmed in the way the Board has specified.

39. **SECRETARY**

Linaro shall not be required to have a Secretary but may choose to have one. Any Secretary shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they think fit, and any Secretary so appointed may be removed by them.

40. **AUTHENTICATION**

Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of Linaro, any resolutions of Linaro or the Board or any committee, and any books, records, documents and accounts relating to the business of Linaro, and to certify copies of, or extracts from, them as true copies or extracts. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of Linaro or of the Board or any committee which is certified in accordance with this article 40 shall be conclusive evidence in favour of a person dealing with Linaro upon the faith of that document that such resolution has been duly passed or, as the case may be, that such minutes or extract is a true and accurate record of proceedings at a duly constituted meeting.

41. **NOTICES AND COMMUNICATIONS**

41.1 Notwithstanding anything to the contrary in the remainder of this article 41, a notice, consent, approval, offer or other communication (each a "notice" for the purpose of the remainder of this article) given under the articles, may only be given if it is given:

41.1.1 in hard copy form, in writing, in English and signed by or on behalf of the person giving it, and is either:

41.1.1.1 hand delivered to the person to whom it is to be given; or

41.1.1.2 sent by prepaid, first-class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail addressed to the person to whom it is to be given and in the case of a person that is not an individual also marked for the attention of the CEO or any other person notified for the time being in accordance with this article for the purpose; or

41.1.2 in electronic form, either:

41.1.2.1 by fax to a fax number for the time being notified for that purpose to the person giving the notice and in the case of a person that is

not an individual also marked for the attention of the CEO or any other person notified for the time being in accordance with this article for the purpose and where the hard copy of the fax sent is in writing, in English and signed by or on behalf of the person giving it; or

41.1.2.2 by email to an email address for the time being notified for that purpose to the person giving the notice where such email is in ASCII plain text digital format (or in a digital format previously confirmed by the intended recipient to be readable by such recipient) and attaches a pdf (Adobe portable document format) version of the notice produced by scanning in a hard copy of the notice (which hard copy notice should be in writing, in English and signed by or on behalf of the person giving it). The email shall clearly identify in the body of the email who the email is from and to whom it is addressed (the email addresses shall not be enough to indicate this) and that the attachment is a notice which is given under these articles in relation to Linaro, giving the name of Linaro.

Notices given under this article 41.1 shall be given only when received.

41.2 Except as set out in article 41.1 or as otherwise provided in these articles:

41.2.1 subject to article 41.4, any document or information to be given, sent or supplied under these articles by Linaro shall be given, sent or supplied in any way in which Linaro may send or supply documents or information to the intended recipient under schedule 5 Companies Act 2006 including, without limitation, in hard copy form, in electronic form or by making it available on a website, subject to, and in accordance with, the requirements of that schedule; and

41.2.2 subject to article 41.4, any document or information to be given, sent or supplied under these articles to Linaro shall be given, sent or supplied in English and otherwise any way in which documents or information may be sent or supplied by the sender to Linaro under schedule 5 Companies Act 2006 (where the sender is a body corporate) or schedule 4 Companies Act 2006 (in all other cases) subject to, and in accordance with, the requirements of schedule 4 or schedule 5 Companies Act 2006, as applicable.

41.3 Articles 41.2.1 and 41.2.2 shall apply whether the document or information is authorised or required to be sent or supplied by the Companies Acts or otherwise. References in articles 41.2.1 and 41.2.2 to documents or information being given, sent or supplied by or to Linaro include references to documents or information being given, sent or supplied by or to the directors of Linaro acting on Linaro's behalf.

41.4 Articles 41.2.1 and 41.2.2 shall apply as if schedules 4 and 5 Companies Act 2006 required documents and information sent by post to be sent by prepaid first class post or (in the case of a registered address outside the United Kingdom) by prepaid airmail.

- 41.5 A Core Member whose registered address is not within the United Kingdom and who gives to Linaro an address within the United Kingdom at which notices, documents or information may be given to him, or an address to which notices, documents or information may be sent by electronic means, shall be entitled to have such notices, documents or information given to him at that address.
- 41.6 Proof that an envelope containing a notice, document or information was properly addressed, prepaid first-class and posted or properly addressed and delivered by hand shall be conclusive evidence that the notice, document or information was given. Proof that a notice, document or information sent by electronic means was sent or given in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice, document or information was sent or given. The Board may require authentication of any document or information given, sent or supplied to Linaro in electronic form in such manner as it may determine.
- 41.7 Except as set out in article 41.1 or as otherwise provided in these articles, a notice, document or information sent or supplied by Linaro under these articles or for the purposes of any provision of the Companies Acts that authorises or requires documents or information to be sent or supplied by Linaro, shall be deemed to have been received by the intended recipient:
- 41.7.1 where the document or information is sent by prepaid first-class post to an address in the United Kingdom or by airmail to an address outside the United Kingdom, forty eight (48) hours after it is posted;
 - 41.7.2 where the document or information is delivered by hand, when it is sent;
 - 41.7.3 where the document or information is sent or supplied by electronic means, when the document or information is first transmitted; and
 - 41.7.4 where the document or information is sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.
- 41.8 The first two sentences of article 41.6 shall not apply and article 41.7 shall not apply:
- 41.8.1 where these articles refer to a notice, consent or other communication needing to be "received"; or
 - 41.8.2 in respect of any notice, consent or other communication to be given, sent or supplied to Linaro under these articles or for the purposes of any provision of the Companies Acts that authorises or requires documents or information to be sent or supplied to Linaro,

and in each such case actual receipt of the notice, consent or other communication shall be required for the notice, consent or other communication to take effect.

- 41.9 Section 1147 Companies Act 2006 shall not apply to documents or information sent by or to Linaro for the purposes of the Companies Acts or these articles.
- 41.10 In this article 41, "address" includes (where the context permits) a number or address used for the purposes of sending or receiving documents or information by electronic means.
- 41.11 Nothing in these articles shall affect any legal requirement that any particular notice or other document be served in any particular manner.
- 41.12 Notices given by a company under these articles may be signed on its behalf by an officer of the company or by its duly appointed attorney.
- 41.13 Unless otherwise specified by Linaro, notices to Linaro shall be sent to the Office, marked for the attention of the Chief Executive.