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WRITTEN RESOLUTIONS OF METRODE PRODUCTS LIMITED
(Passed pursuant to paragraph 5 of Part II of Table A to the Companies Act 1948)

SPECIAL RESOLUTION

THAT the following resolutions be deemed to be passed in the order in which they appear below and not simultaneously.

SPECIAL RESOLUTION

THAT the existing preferred ordinary shares of £1 each be and they are hereby converted into ordinary shares of £1 each on the basis of 1 ordinary share for each preferred ordinary share so converted, and upon such conversion, the ordinary shares so arising shall rank pari passu in all respects with the existing ordinary share capital of the Company.

ORDINARY RESOLUTION

THAT the authorised share capital of the Company be and it is hereby increased from £20,000 to £1,161,700 by the creation of 1,141,700 new ordinary shares of £1 each to rank pari passu in all respects with the existing ordinary shares in the capital of the Company.

ELECTIVE RESOLUTION
"FOR INFORMATION ONLY"
RESOLUTION PROCESSED SEPARATELY

THAT the provisions of Section 80A of the Companies Act 1985 shall apply to the Company in substitution for the provisions of Sections 80(4) and 80(5) of that Act.

ORDINARY RESOLUTION

THAT the directors shall, subject to the provisions of the Companies Act 1985 and the Articles of Association of the Company have authority in accordance with Section 80 and Section 80A of the Companies Act 1985 to allot up to 1,130,875 ordinary shares of £1 each in the capital of the Company at any time after the date hereof unless previously revoked or varied by ordinary resolution of the Company.

ORDINARY RESOLUTION

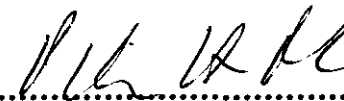
THAT the sum of £1,090,000 standing to the credit of the profit and loss account of the Company be and it is hereby capitalised by way of bonus by paying up in full at par and issuing 1,090,000 new ordinary shares of £1 each up to and amongst the holders of the ordinary shares in the capital of the Company on the footing of 80 new ordinary shares in respect of every 1 ordinary share held by such holders as at the close of business on the date hereof, and that the directors be and they are hereby authorised to allot and issue such shares to such holders accordingly.

SPECIAL RESOLUTION

THAT the regulations contained in the document now produced to the Meeting and initialled for the purpose of identification by the Chairman thereof be and they are hereby adopted in substitution for and to the exclusion of all existing Articles of Association of the Company.

Passed by the Company's Shareholders and the Board of Directors on the 22nd February, 2001

Signed on behalf of the Company by
PETER HARLEY FROST
Financial Director


.....
28th February 2001



THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

- of -

METRODE PRODUCTS LIMITED

(As adopted by Special Resolution passed on 22nd February 2001)

1. PRELIMINARY

1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 ("Table A") shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these Articles. A reference herein to any Regulation is to that Regulation as set out in Table A.

1.2 In these Articles the following words and expressions shall have the meanings set out below:

"Act" the Companies Act 1985 including every statutory modification or re-enactment thereof for the time being in force;

"Auditors" the auditors for the time being of the Company;

"Beneficiary" in relation to a Family Trust, the particular individual

member or deceased or former individual member by or in respect of whom such Family Trust was created or a Privileged Relation of that individual, and in any such case, who may benefit under such Family Trust;

“Eligible Employee
Shareholder”

a person who is an employee who is eligible to be granted an option pursuant to a Share Scheme or a Qualifying Option, such test being applied by the Board of Directors ;

“ESOT”

the employee share ownership trust created on [] as amended or replaced from time to time;

“ESOT Trustees”

the trustees of the ESOT from time to time;

“Family Trust”

as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual; and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by

or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons AND the [Morton Family Trust] shall be deemed for the purposes of these Articles to be a Family Trust;

“Permitted Transfer”	a transfer of shares authorised by Article 5;
“Prescribed Price”	shall have the meaning set out in Article 6.3;
“Privileged Relation”	in relation to an individual member or deceased or former individual member, the husband or wife or the widower or widow of such member and all the lineal descendants and ascendants in direct line of such member and a husband or wife or widower or widow of any of the above persons;
“Qualifying Option”	an option which is a “qualifying option” at the date of grant within the meaning of Schedule 14 Finance Act 2000 (as amended and extended);
“Relevant Executive”	a director or employee of, or a consultant to, the Company or any subsidiary of the Company;
“Relevant Member”	a member who is a Relevant Executive, or a member who shall have acquired shares directly or indirectly from a Relevant Executive in which event the member holding such shares shall be the Relevant Member in relation to that Relevant Executive (including where such shares were subscribed by such

member by reason of his relationship with the Relevant Executive);

“Relevant Shares” so far as the same remain for the time being held by the trustees of any Family Trusts, the shares originally acquired by such trustees and any additional shares issued to such trustees by way of capitalisation or acquired by such trustees in exercise of any right or option granted or arising by virtue of the holding of such shares or any of them or the membership thereby conferred;

“Share Scheme” an employees’ share scheme (as defined by section 743 of the Companies Act 1985) adopted by the Company from time to time.

1.3 Words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles;

1.4 Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;

1.5 References to Articles are references to these Articles.

2. SHARE CAPITAL

2.1 The authorised share capital of the Company at the date of the adoption of these Articles is £1,161,700 divided into 1,161,700 Ordinary Shares of £1 each.

3. ALLOTMENT OF SHARES

- 3.1 Subject to the provisions of this Article, the Directors are authorised for the purposes of Section 80 of the Act to exercise the power of the Company to allot shares up to the amount of the authorised but unissued share capital of the Company at the date of these Articles and the Directors may allot, grant options over or otherwise dispose of such shares to such persons, on such terms and in such manner as they think fit and the authority hereby given to the Directors to exercise the power of the Company to allot shares shall be indefinite (as resolved by Elective Resolution on the date of adoption of these Articles).
- 3.2 In accordance with Section 91 of the Act, sub-section (1) of Section 89 and sub-sections (1) to (5) inclusive of Section 90 of the Act are excluded from applying to the Company. Subject always to Article 3.3, any shares for the time being unissued shall be offered to the members holding shares in the same class in proportion as nearly as may be to the number of existing shares in the same class held by them respectively unless the Company shall by special resolution otherwise direct. Such offer shall be made by written notice specifying the number of shares offered and specifying a period (not being less than 14 days) within which the offer, if not accepted, will lapse and determine. After the expiration of that period, or on the receipt of an intimation in writing from the offeree that he declines to accept the shares so offered, the Directors may in accordance with the provisions of these Articles allot, grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they are offered to the members.
- 3.3 Article 3.2 shall not apply to the grant of any option or the issue of any share upon due exercise of any such option granted pursuant to a Share Scheme nor to the grant of any option which at the date of grant is a Qualifying Option or the issue of

any share upon its due exercise, nor to the issue of any shares to the ESOT Trustees.

- 3.4 Notwithstanding the provisions of Article 3.3 nor any rights conferred upon the ESOT Trustees by virtue of Article 3.2, no share may be issued to the ESOT Trustees at any time when the total holdings of shares of the ESOT Trustees amount to 10% of the share capital of the Company then in issue (including any shares proposed to be issued to the ESOT Trustees as aforesaid).

4. LIEN

- 4.1 The lien conferred by Regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one or two or more joint holders for all moneys presently payable by him or his estate to the Company. Regulation 8 shall be modified accordingly.

5. TRANSFER OF SHARES

- 5.1 Subject always to Article 7, none of the shares of the Company shall be transferred except pursuant to Articles 5 and 6 and accordingly the Directors shall refuse to register the transfer of any share which is not made pursuant to Articles 5 and 6. Any shares (other than any shares in respect of which the holder shall have been required by the Directors under these Articles to give a Transfer Notice or shall have been deemed to have given a Transfer Notice) may at any time be transferred:

5.1.1 to any person with the prior consent in writing of the holders of shares in the capital of the Company conferring the right to 75% of the votes of the Company at the relevant time; or

5.1.2 to the ESOT Trustees on behalf of the ESOT;

- 5.1.3 by the ESOT Trustees on behalf of the ESOT to an Eligible Employee Shareholder becoming entitled to shares pursuant to rights exercised under a Share Scheme or pursuant to rights exercised under a Qualifying Option;
 - 5.1.4 by the ESOT Trustees to any employee as permitted by the Board;
 - 5.1.5 by the trustee or trustees of a Family Trust to a Beneficiary;
 - 5.1.6 to the trustee or trustees for the time being of the Family Trust concerned on any change of trustees;
 - 5.1.7 by a majority of Selling Shareholders in accordance with Article 10.
- 5.2 If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts (except in circumstances where a transfer thereof is authorised pursuant to Article 5.1.5) and a transfer is to be made to the person or persons entitled thereto, it shall be the duty of the trustees holding such shares to notify the Directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the Directors so to do within one month of such notification by the trustees, to give a Transfer Notice in respect of the shares concerned.
- 5.3 If a person to whom shares have been transferred pursuant to Article 5.1.5 shall cease to be a Privileged Relation, such person shall be bound, if and when required in writing by the Directors so to do within one month of the Directors being notified that such person has ceased to be a Privileged Relation, to give a Transfer Notice in respect of the shares concerned.
- 5.4 Notwithstanding the provisions of Article 5, no share may be transferred to the ESOT Trustees at any time when the total holdings of shares of the ESOT Trustees

amount to 10% of the share capital of the Company then in issue (including any share proposed to be transferred to the ESOT Trustees as aforesaid).

- 5.5 Nothing in this Article 5 shall be construed as permitting of itself the transfer of any share by any particular individual member or deceased or former individual member to a Family Trust.

6. PRE-EMPTION ON TRANSFER

- 6.1 Except in the case of a Permitted Transfer, the right to transfer shares or any interest in shares in the Company shall be subject to the following restrictions and provisions. References in this Article 6 to transferring shares or Sale Shares (as defined in Article 6.2) shall include any interest in and grant of contractual rights, charges, equities or options (or any similar rights) over or in respect of shares.

- 6.2 Any person (the "Proposing Transferor") proposing to transfer any shares in the capital of the Company (the "Sale Shares") shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company that he desires to transfer the Sale Shares (the "Transfer Notice"). The Transfer Notice shall constitute the Company the Proposing Transferor's agent for the sale of the Sale Shares (free from all liens, charges, encumbrances and third party rights whatsoever and together with all rights then attached thereto) at the Prescribed Price:

- 6.2.1 in priority to the ESOT Trustees but only to the extent that the same would constitute a Permitted Transfer; and

- 6.2.2 then, to the extent that the ESOT Trustees are either not entitled to a transfer of some of the Sale Shares or do not elect by notice in writing to the Company within 7 days of receipt of notice from the Company of the relevant Transfer Notice to take up all of the Sale Shares, to any member holding shares of the same class as the Sale Shares

on the basis set out in the following provisions of these Articles and shall, subject to Article 6.7, not be revocable except with the consent of the Directors.

- 6.3 Upon the giving of the Transfer Notice, the Directors shall refer the matter to the Auditors and the Auditors shall determine and certify the sum per share considered by them to be the fair value thereof as at the date on which the Transfer Notice was given and the sum per share so determined and certified shall be the Prescribed Price. The "fair value" of the Sale Shares shall be based upon the latest audited consolidated financial statements of the Company and its subsidiaries dated prior to the date of the Transfer Notice in question. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their decision shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certification or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.
- 6.4 The Sale Shares or such of the Sale Shares as are not to be acquired by the ESOT Trustees (and for the purposes of this and the following Articles, the term "Sale Shares" shall be deemed to exclude any shares to be acquired by the ESOT Trustees as aforesaid) shall be offered by the Company within 14 days of receipt of the determination and certification of the Prescribed Price as aforesaid to all members holding shares of the same class as the Sale Shares (for the purposes of this Article 6, "class members") (other than the holder of the Sale Shares) for purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of shares. Such offer shall be made by notice in writing to the class members (the "Offer Notice").
- 6.5 The Offer Notice shall state the Prescribed Price so determined of each of the Sale Shares and shall invite each such class member to state in writing within 21 days

from the date of the Offer Notice whether he is willing to purchase all or any of the Sale Shares comprised in the Offer Notice at the Prescribed Price, failing which the offer to such class member will lapse. Such class members' written statement shall include the number of the Sale Shares he is willing to purchase at the Prescribed Price and shall constitute an acceptance of the Offer Notice to that extent. For the purpose of this Article, an offer comprised in the Offer Notice shall be deemed to be accepted on the day on which the acceptance is received by the Company.

- 6.6 The Offer Notice shall stipulate that any class members who desire to purchase a number of Sale Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess Sale Shares they wish to purchase and any shares not accepted by other class members shall be used for satisfying the requests for excess Sale Shares pro rata to the existing shares of the same class as the Sale Shares respectively held by such class members making such requests.
- 6.7 The Directors shall on expiry of the 21 day period set out in Article 6.5 above give notice to the Proposing Transferor of the numbers of Sale Shares class members are willing to purchase. If the Directors shall have found class members together willing to purchase some but not all of the Sale Shares, or shall have found no class members willing to purchase any of the Sale Shares, the Proposing Transferor may within 21 days of the receipt of such notice from the Directors give a notice to the Directors withdrawing his Transfer Notice (the "Counter Notice").
- 6.8 If the ESOT Trustees have exercised their rights to acquire all the Sale Shares, or if the Directors shall under Article 6.5 have found class members together, where relevant, with the ESOT Trustees willing to purchase all the Sale Shares and give notice in writing thereof to the Proposing Transferor, the Proposing Transferor shall be bound upon receipt of the sum due in respect thereof to transfer the Sale Shares specified in the Offer Notice to the ESOT Trustees and purchasing class members (if any) specified by the Directors in accordance with this Article.

- 6.9 Where the Directors shall under Article 6.5 have found class members willing to purchase some but not all of the Sale Shares, or shall have found no class members willing to purchase any of the Sale Shares, and shall have given notice in writing thereof to the Proposing Transferor, if, on expiry of the 21 day period set out in Article 6.7 no such counter notice shall have been given, the Proposing Transferor shall be bound upon receipt of the sum due in respect of such Sale Shares as are taken-up, to transfer such Sale Shares to the purchasing class members specified by the Directors (if any) in accordance with this Article 6 and the Directors acting on behalf of the Company shall have the right to require that the Proposing Transferor transfers the unsold Sale Shares at the Prescribed Price to the Company or the ESOT Trustees or as otherwise directed by the Company.
- 6.10 The Directors shall give written notice to each of the purchasing class members of the number of Sale Shares to be purchased by him pursuant to these Articles (provided that such notice may not specify a greater number of Sale Shares than were accepted by the said purchasing class member pursuant to Article 6.5).
- 6.11 Every notice given by the Directors under Articles 6.8 and 6.9 shall state the name and address of each purchasing class member (if any) and the number of Sale Shares accepted to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 3 days nor more than 10 days after the date of the notice.
- 6.12 If the Directors shall require the Proposing Transferor to transfer the unsold Sale Shares to the Company or the said employee trust or as otherwise directed by the Company pursuant to Article 6.9, the Directors shall as soon as reasonably practicable give notice in writing to the Proposing Transferor as to the Directors' requirements in this respect, whereupon the Proposing Transferor shall be bound upon receipt of the amount due in respect of the unsold Sale Shares, to transfer the unsold Sale Shares as required in the notice.

- 6.13 If the Proposing Transferor makes default in so transferring the Sale Shares, the Company shall receive and give a good discharge for the purchase money on behalf of the Proposing Transferor but shall not be bound to earn or pay interest thereon and the Directors shall authorise some person to execute transfers of the Sale Shares in favour of the transferees and shall subject to the said transfers being duly stamped (if appropriate) enter the names of the transferees in the Register of Members as the holders of such of the Sale Shares as shall have been transferred to them as aforesaid, or as the case may be, to execute such documents and to do such acts and things as may be necessary to effect a transfer of any or all of the Sale Shares to the Company.

7. REGISTRATION OF TRANSFER OF SHARES

- 7.1 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any shares, whether or not it is a fully paid share.

8. COMPULSORY TRANSFERS

- 8.1 Notwithstanding any provisions hereof or of the Regulations, and provided that such person has not already been registered as the holder of such share, a person entitled to a share in consequence of the death or bankruptcy of a member shall be bound at any time, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such share.
- 8.2 In the case of a Relevant Member or the Relevant Executive in relation to a Relevant Member ceasing to be a Relevant Executive at any time then, within 1 month after such cessation, the Directors may (at their discretion) serve notice on such Relevant Member requiring such Relevant Member to give a Transfer Notice in respect of every share held by such Relevant Member and the provisions of Article 5 shall apply save that the Prescribed Price shall be:

8.2.1 in any case where the Relevant Member or Relevant Executive in relation to that Relevant Member (as the case may be) shall have been dismissed by the Company for breach by such Relevant Member or Relevant Executive (as the case may be) of contract or for gross misconduct (except in any case where such dismissal is found by any court of competent jurisdiction after all rights of appeals have been exhausted to have been an unfair dismissal within the meaning of the Employment Rights Act 1996) the lower of the aggregate sum originally paid by the Relevant Member or the Relevant Executive for the shares in question or the fair value thereof as determined in accordance with Article 6.3; or

8.2.2 in any other case the fair value thereof determined as aforesaid.

8.3 Any Relevant Member to whom Article 8 applies shall be deemed to have given a Transfer Notice in respect of all shares held by him at the date of completion of the transfer of the Sale Shares.

9. INFORMATION CONCERNING SHAREHOLDINGS AND TRANSFERS

9.1 For the purpose of ensuring that a transfer of shares is duly authorised or that no circumstances have arisen whereby a Transfer Notice is or may be required to be or deemed to have been given hereunder, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request being made, or if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the Directors shall be entitled to serve a Transfer Notice in respect of the shares concerned.

- 9.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly.
- 9.3 From (and including) the date on which the Directors have duly required a Transfer Notice(s), all holders of shares the subject of such Transfer Notice(s) shall not transfer or encumber any of their shares or any interest in their shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

10. SALE OF SHARES

- 10.1 If any member or members (the "Selling Shareholder(s)") shall receive an offer from a third party (the "Proposed Purchaser") for the purchase of their shareholding(s) in the Company (which for the purposes of this Article 10 excludes any of the members or person connected with any of the members and "connected" for this purpose shall have the meaning ascribed thereto by section 839 of the Income and Corporation Taxes Act 1988), and at that time the Selling Shareholder(s) owns or between them beneficially own in aggregate a majority of the then issued share capital of the Company, then the Selling Shareholder(s) shall prior to acceptance of such an offer procure that a bona fide arm's length offer is extended to the other shareholder(s) on terms no less favourable than those offered to such Selling Shareholder(s) and shall be required to give sufficient information to the shareholder(s) to enable them to make a reasonable evaluation of the offer and to accept it.
- 10.2 If such third party offer is accepted by the Selling Shareholder(s) in accordance with Article 10.1 above, then such Selling Shareholder(s) shall be entitled to

require the remaining shareholders by notice in writing to accept the offer on the same terms made to them whether pursuant to the Article 10.1 or otherwise.

- 10.3 If any of the members shall fail or refuse to accept the offer made to them whether pursuant to Article 10.1 or otherwise, (the "Defaulting Member") the Directors may authorise some person to execute and deliver on behalf of each Defaulting Member the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Members and cause the Proposed Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money pursuant to such transfers shall constitute a good and valid discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof) and after the Proposed Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Defaulting Member until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.

11. GENERAL MEETINGS AND RESOLUTIONS

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

12. APPOINTMENT OF DIRECTORS

- 12.1 The Directors shall not be required to retire by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 shall not apply, and Regulations 67, 76, 77, 78 and 80 shall be modified accordingly.
- 12.2 A Director shall vacate his office on attaining the age of 70 years in accordance with the provisions of sections 293 and 294 of the Act, which shall apply to the

Company mutatis mutandis as if the Company were a company to which the sections applied.

13. REMUNERATION OF DIRECTORS

- 13.1 The Directors may award special remuneration out of the funds of the Company to any Director going or residing abroad in the interests of the Company, or undertaking any work additional to that usually required of Directors of a company similar to the Company.

14. ALTERNATE DIRECTORS

- 14.1 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid all travelling, hotel and other expenses reasonably incurred by him in the exercise of the duties or privileges of his office.
- 14.2 A Director may act as alternate Director for another Director and shall be entitled to vote for such other Director as well as on his own account, but no Director shall at any meeting be entitled to act as alternate Director for more than one other Director.

15. GRATUITIES AND PENSIONS

- 15.1 The Directors may give or award pension, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and/ or their relations or dependants of any of them. Any Director shall be entitled to receive and retain for his own benefit and may vote as a Director in respect of the exercise of any of the

powers by this Article conferred upon the Directors notwithstanding that he is or may become interested therein. Regulation 87 of Table A shall not apply.

16. PROCEEDINGS OF DIRECTORS

16.1 Without prejudice to the first sentence of Regulation 89, a meeting of the Directors or of a committee of the Directors may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly.

16.2 A resolution in writing signed or approved by fax by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 shall not apply.

16.3 A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting. Regulations 94 to 97 (inclusive) shall not apply.

17. NOTICES

17.1 Notices shall be given to a member whose registered address is outside the United Kingdom. Regulation 112 shall be deemed to be modified accordingly.

18. INDEMNITY

- 18.1 Subject to the provisions of and so far as may be permitted by law, every Director, auditor, secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.
- 18.2 The Company may purchase and maintain for any Director, auditor, secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.