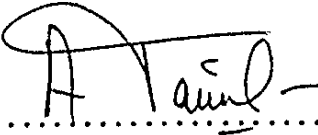


THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
SPECIAL RESOLUTION  
of  
VIGLEN LIMITED  
(Company No. 1208441)

At an Extraordinary General Meeting of Viglen Limited ("the Company") duly convened and held on 1st July 1994 the following resolution was passed as a special resolution:

SPECIAL RESOLUTION

THAT the existing Articles of Association of the Company be replaced by new Articles of Association in the form of the document annexed hereto and marked 'B' for the purpose of identification.

  
.....  
Chairman



\*AGJTT2P1\*

ALL RECEIPT DATE: 06/07/94

B

ARTICLES OF ASSOCIATION

of

VIGLEN LIMITED

(As adopted by a Special Resolution  
passed on 1st July 1994)

PRELIMINARY

1. (1) The regulations contained in Table A in the schedule to the Companies (Tables A to P) Regulations 1985 (hereinafter called 'Table A') shall apply to the Company save in so far as they are varied or excluded by or are inconsistent with these articles
  - (2) Regulation 1 of Table A shall apply to the Company as if references in it to 'these regulations' included references to these articles, and these articles shall also be interpreted as if the Interpretation Act 1978 applied to them in the same manner as, and to the same extent to which, it applies to Table A
  - (3) In these articles:
    - (a) references to a power are to a power of any kind, whether administrative, discretionary or otherwise; and
    - (b) references to the seal are to the common seal (if any) of the Company and an official seal (if any) kept by the Company by virtue of Section 40 of the Act, or either of them as the case may require.
2. Regulations 54, 57, 64, 94 to 97 (inclusive), and 118 in Table A shall not apply to the Company



\*AGJTS2P0\*

ALL RECEIPT DATE: 06/07/94

### SHARE CAPITAL

3. The share capital of the Company as at 1st July 1994 is £10,000 and US \$100.00 divided into 10,000 Deferred Shares of £1 each and 10,000 Ordinary Shares of US \$0.01 each

### SHARE WARRANTS TO BEARER

4. (1) Subject to the provisions hereinafter contained the Company may issue Share Warrants with respect to any shares which are fully paid up upon a request in writing by the person registered as the holder of such shares. The request shall be in such form, and authenticated by such statutory declaration or other evidence as to the identity of the person making the same as the directors shall from time to time require.
- (2) Before the issue of a Share Warrant, the share certificate (if any) for the shares intended to be included in it shall be delivered up to the directors.
- (3) Share Warrants shall be issued under the common seal of the Company or, if the directors so resolve, in such other manner having the same effect as if issued under the common seal of the Company, and shall state that the bearer is entitled to the shares therein specified.
- (4) The bearer for the time being of a Share Warrant shall, subject to these articles, be deemed to be a member of the Company and shall be entitled to the same rights and privileges as he would have had if his name had been included in the register of members as the holder of the shares specified in such Share Warrant.
- (5) The shares included in any Share Warrant shall be transferred by delivery of the Share Warrant without any written transfer and without registration, and the provisions in these articles with respect to the transfer and transmission of and to the lien of the Company on shares shall not apply to shares so included.

- (6) No person shall as bearer of a Share Warrant be entitled to attend or vote or exercise in respect thereof any of the rights of a member at any general meeting of the Company or sign any requisition for or give notice of intention to submit a resolution to a meeting, or to sign any written resolution of the Company unless three days at least (or such lesser period as the directors shall specify) before the day appointed for the meeting in the first case, and unless before the requisition or notice is left at the registered office in the second case, or before he signs the written resolution in the third case, he shall have made available for inspection the Share Warrant in respect of which he claims to act, attend or vote as aforesaid at the registered office for the time being of the Company or such other place as the directors appoint, together with a statement in writing of his name and address, and unless the Share Warrant shall remain so available for inspection until after the meeting or any adjournment thereof shall have been held or, in the case of a written resolution, the same shall have been signed. Not more than one name shall be received as that of the holder of a Share Warrant.
- (7) There shall be delivered to the person so making available for inspection a Share Warrant a Certificate stating his name and address and describing the shares represented by the Share Warrant so made available for inspection by him, and such Certificate shall entitle him, or his proxy duly appointed, to attend and vote at any general meeting or to sign any written resolution in the same way as if he were the registered holder of the shares specified in the Certificate. Upon delivery up of the said Certificate to the Company, the Share Warrant in respect whereof it shall have been given shall be returned.
- (8) No person as bearer of any Share Warrant shall be entitled to exercise any of the rights of a member (save as hereinbefore expressly provided in respect of general meetings) without producing such Share Warrant and stating his name and address, and (if and when the directors so require) permitting an

endorsement to be made thereon of the fact, date, purpose and consequence of its production.

- (9) The directors shall provide as from time to time they shall think fit for the issue to the bearers for the time being of Share Warrants of coupons payable to bearer providing for the payment of the dividends upon and in respect of the shares represented by the Share Warrants. Every such coupon shall be distinguished by the number of the Share Warrant in respect of which it is issued, and by a number showing the place it holds in the series of coupons issued in respect of that Share Warrant.
- (10) Upon any dividend being declared to be payable upon the shares specified in any Share Warrant, the directors shall give notice to the members in accordance with these articles, stating the amount per share payable, date of payment, and the serial number of the coupon to be presented and thereupon any person presenting and delivering up a coupon of that serial number at the place, or one of the places, stated in the coupon, or in the said notice, shall be entitled to receive at the expiration of such number of days (not exceeding 14) after so delivering it up as the directors shall from time to time direct the dividend payable on the shares specified in the Share Warrant to which the said coupon shall belong, according to the notice which shall have been so given.
- (11) The Company shall be entitled to recognise an absolute right in the bearer for the time being of any coupons of which notice has been given as aforesaid for payment to such amount of dividend on the Share Warrant whereto the said coupon shall belong as shall have been as aforesaid declared payable upon presentation and delivery of the coupon, and the delivery of such coupon shall be a good discharge to the Company accordingly.
- (12) If any Share Warrant or coupon be worn out or defaced, the directors may, upon the surrender thereof for cancellation, issue a new one in its stead, and if any Share Warrant or coupon

be lost or destroyed, the directors may, upon the loss or destruction being established to their satisfaction, and upon such indemnity being given to the Company as they shall think adequate, issue a new one in its stead. In case of loss or destruction the bearer to whom such new Warrant or coupon is issued shall also bear and pay to the Company all expenses incidental to the investigation by the Company of evidence of such loss or destruction and to such indemnity.

- (13) If the bearer of any Share Warrant shall surrender it together with all coupons belonging thereto for cancellation and shall lodge therewith at the registered office for the time being of the Company a declaration in writing, signed by him, in such form and authenticated in such manner as the directors shall from time to time direct, requesting to be registered as a member in respect of the shares specified in such Warrant, and stating in such declaration his name and address, he shall be entitled to have his name entered as a registered member of the Company in respect of the shares specified in the Warrant so surrendered, but the Company shall not be responsible for any loss incurred by any person by reason of the Company entering in the register upon the surrender of a Warrant the name of any person not the true and lawful owner of the Warrant surrendered.
- (14) A notice may be given by the Company to the holder of a Share Warrant to the address supplied by him by notice in writing to the Company from time to time for the giving of notice to him. Any notice to the Company supplying a new address for the giving of notices by the Company shall be accompanied by the Share Warrant which shall be cancelled and a new Share Warrant shall be issued having endorsed thereon the address to which future notices by the Company to the holder of the Share Warrant may be given.
- (15) The directors may from time to time require any holder of a Share Warrant who gives, or has given, an address at which notices may be served on him, to produce his Share Warrant and

to satisfy them that he is, or is still, the holder of the Share Warrant in respect of which he gives or gave the address.

- (16) Any notice required to be given by the Company to the members, or any of them, and not expressly provided for by these articles, or any notice which cannot be served in the manner so provided, shall be sufficiently given by advertising the same once in the London Gazette.

#### DEFERRED SHARES

5. (1) Income and Capital

- (a) Save as provided in sub-paragraph (1)(b) below, the holders of Deferred Shares shall not be entitled to any participation in the profits or the assets of the Company.
- (b) As regards income, the holders of Deferred Shares shall not be entitled to any participation in the profits of the Company available for distribution. As regards capital, on a liquidation or other return of capital, the assets of the Company available for distribution among the members shall be applied first (and in priority to any payment to the holders of any other class of shares of the Company) in repaying to the holders of the Deferred Shares an amount in aggregate not exceeding the par value thereby. The Deferred Shares shall not confer on the holders thereof any further right to participate in the assets of the Company on a liquidation or other return of capital.

(2) Voting

The Deferred Shares shall not carry any right to receive notice of or attend and vote at any general meeting of the Company.

(3) Repurchase of Deferred Shares

Notwithstanding any other provision of these articles, the Company shall have the power and authority at any time to purchase all or any of the Deferred Shares for a consideration of £1 per Deferred Share"

#### ALLOTMENT OF SHARES

6. Subject to the provisions of the Act and these articles, the unissued shares in the Company shall be at the disposal of the directors, who may issue, offer, allot, grant options over or otherwise dispose of them to such persons and on such terms, subject to such rights or restrictions, as the directors think fit.
7. Sections 89(1) and 90(1) to (6) (inclusive) of the Act, in their application to allotments by the Company of equity securities, are hereby excluded.

#### SHARE CERTIFICATES

8. Regulation 6 in Table A shall apply to the Company as if the words "shall be sealed with the seal and" were omitted.

#### TRANSFER OF SHARES

9. Regulation 23 in Table A shall apply to the Company as if the instrument of transfer of any share shown in the memorandum of association to have been taken by a subscriber to it need not be executed by or on behalf of the transferee, even where the share is not fully paid.
10. The shares of the Company shall be freely transferable.

#### NOTICE OF GENERAL MEETINGS

11. Notice of every general meeting shall be given to all members (other than any who, under the provisions of these articles or any restrictions attached to any shares, are not entitled to receive such



notice) and to the auditors. The last sentence of Regulation 38 in Table A shall not apply to the Company.

#### PROCEEDINGS AT GENERAL MEETINGS

12. Where the Company has only one member, Regulation 40 in Table A shall apply to the Company as if the reference to two persons were a reference to one, and the word "each" were omitted.

#### VOTES OF THE MEMBERS

13. Subject to any rights or restrictions attached to any shares, on a show of hands every member who is present in person or by proxy or (being a corporation) by a duly authorised representative shall have one vote (provided that if he is present in more than one capacity he shall not have more than one vote on a show of hands), and on a poll every member shall have one vote for every share of which he is the holder.

#### DELIVERY OF PROXIES

14. Regulation 62 in Table A shall apply to the Company as if, after the words "in a manner so permitted", there were inserted the words "or in such other manner as the directors may determine".

#### DIRECTORS

15. Unless otherwise determined by ordinary resolution the number of directors (other than alternate directors) shall not be subject to any maximum but, except where the Company has only one member, shall not be less than two.

#### APPOINTMENT RETIREMENT AND REMOVAL OF DIRECTORS

16. Regulations 73 to 80 (inclusive) and the last sentence of regulation 84 in Table A shall not apply to the Company.

17. A member or members holding a majority in nominal value of the issued shares in the Company may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director, and may remove from office any director however appointed. Any such appointment or removal shall be effected by an instrument in writing signed by the member or members concerned or, in the case of a corporate member, by its duly authorised representative, and delivered to the office or tendered at a meeting of the directors or a general meeting of the Company.
18. The directors may appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
19. The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director and, without prejudice to the provisions of the Act, may by ordinary resolution remove a director from office.
20. The removal of a director under these articles shall be without prejudice to any claim the director may have for breach of any contract of service between him and the Company.
21. No person shall be disqualified from being or becoming a director by reason of his attaining or having attained the age of 70 or any other age, nor shall it be necessary by reason of his age to give special notice under the Act of any resolution appointing, reappointing or approving the appointment of a director.

#### PROCEEDINGS OF DIRECTORS

22. A director who has duly declared his interest (so far as he is required to do so) may vote at a meeting of the directors or of a committee of the directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted, and whether or not he does, his presence at the meeting shall be taken into account in calculating the quorum.

23. Where the Company has only one member and only one director, that director may exercise all the powers conferred on the directors by Regulation 70 in Table A or otherwise by virtue of these articles, notwithstanding any restriction in Regulation 89 (as to the quorum for the transaction of the business of the directors) or Regulation 90 (as to the purposes for which a sole continuing director may act).

#### **DIVIDENDS**

24. Regulation 106 in Table A shall apply to the Company as if, after the words "to the order of", there were inserted the words "or to".

#### **INDEMNITY**

25. Subject to the provisions of the Act, but without prejudice to any indemnity to which a director may otherwise be entitled:
- (a) every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against any liability, loss or expenditure incurred by him in defending any proceedings, whether civil or criminal, which relate to anything done or omitted to be done or alleged to have been done or omitted to be done by him as an officer or auditor of the Company and in which judgment is given in his favour or in which he is acquitted, or incurred in connection with any application in which relief is granted to him by the court from liability in respect of any such act or omission or from liability to pay any amount in respect of shares acquired by a nominee of the Company; and
  - (b) the directors may purchase and maintain insurance at the expense of the Company for the benefit of any director or other officer or auditor of the Company against any liability which may attach to him or loss or expenditure which he may incur in relation to anything done or omitted to be done or alleged to have been done or omitted to be done as a director, officer or auditor.