

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MALA INVESTMENTS LIMITED

**WRITTEN RESOLUTION OF MEMBERS PURSUANT TO
REGULATION 53 IN THE COMPANIES (TABLES A TO F) REGULATIONS 1985**

We the undersigned being all the members for the time being entitled to receive notice of and to attend and vote at general meetings hereby pass the following resolution as a Special Resolution and agree that the said resolution shall pursuant to Regulation 53 in the Companies (Tables A to F) Regulations 1985 (which regulation is incorporated in the Company's Articles of Association) be for all purposes as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held:

IT IS HEREBY RESOLVED:

SPECIAL RESOLUTION

THAT Clause 3 of the Memorandum of Association of the Company (concerning the objects of the Company) be hereby amended in the following respects:


- 1 by the deletion of the existing sub-clause (h) thereof and by the substitution therefor of the following:

"(h) to lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others and to receive money on deposit or loan upon such terms as the Company may approve."

- 2 by the addition of the following words at the end of the existing sub-clause (x) thereof:

"but not to enter into any guarantees, contracts of indemnity or suretyships to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person."

Signed


.....
Maureen Agnes Crane

Dated 12th May 1997


.....
Paul Frank Zumeris


.....
Keith Crane



COMPANY NUMBER: 1477836
THE COMPANIES ACT 1948 to 1985
COMPANY LIMITED BY SHARES

M E M O R A N D U M

AND

A R T I C L E S O F A S S O C I A T I O N

O F

M A L A I N V E S T M E N T S L I M I T E D

(Incorporated the 7th day of February 1980)

THE COMPANIES ACTS 1948 TO 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

MALA INVESTMENTS LIMITED

1. The name of the Company is "**MALA INVESTMENTS LIMITED**"
2. The registered office of the Company will be situate in England
3. The objects for which the Company is established are:-
 - (a) to carry on the business of a holding company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, underleases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same; and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations; to enter into, assist, or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and businesses of every description, and to establish, carry on, develop and extend the same or sell, dispose of or otherwise turn the same to account, and to co-ordinate the policy and administration of any companies of which this Company is a member or which are in any manner controlled by, or connected with the Company, and to carry on all or any of the businesses of capitalists, trustees, financiers, financial agents, company promoters, bill discounters, insurance brokers and

agents, mortgage brokers, rent and debt collectors, stock and share brokers and dealers and commission and general agents, merchants and traders; and to manufacture, buy, sell, maintain, repair and deal in plant, machinery, tools, articles and things of all kinds capable of being used for the purposes of the above-mentioned businesses or any of them, or likely to be required by customers of or persons having dealings with the Company

- (b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company
- (c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property
- (d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire
- (e) To acquire and undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received

- (f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company
- (g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made
- (h)* To lend and advance money or give credit on such terms as may seem expedient and with or without security to customers and others and to receive money on deposit or loan upon such terms as the Company may approve
- (i) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- (j) To draw, make, accept, endorse, discount, negotiate, execute and issue promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments
- (k) To apply for, promote, and obtain any Act of Parliament, Provisional Order, or Licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests

* Sub-clause (h) was amended by Special Resolution of the Members dated 12th May 1997

- (l) To enter into any arrangements with any Government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions
- (m) To subscribe for, take, purchase, or otherwise acquire and hold shares or other interests in or securities of any other company having objects altogether or in part similar to those of the Company or carrying on any business capable of being carried on so as directly or indirectly to benefit the Company or enhance the value of any of its property and to co-ordinate, finance and manage the businesses and operations of any company in which the Company holds any such interest
- (n) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts
- (o) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient
- (p) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company
- (q) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or

of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained

- (r)* Subject to and in accordance with the provisions of the Companies Act 1985 Part V Chapter VII to purchase any of its own shares whether or not they are redeemable and for such purposes the Company may make a payment out of capital in respect of such purchase
- (s) To promote any other company for the purpose of acquiring the whole or any part of the business or property and undertaking any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid
- (t) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same
- (u) To distribute among the Members of the Company in kind any property of the Company of whatever nature
- (v) To procure the Company to be registered or recognised in any part of the world

* Clause 3(r) was added by Special Resolution of the Members dated 3rd February 1997

- (w) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others
- (x)* To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them but not to enter into guarantees, contracts of indemnity or suretyships to secure or guarantee the payment of any sums of money or the performance of any obligation by any company, firm or person.

The objects set forth in each sub-clause of this Clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each sub-clause contained the objects of a separate company. The word "company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

- 4. The liability of the Members is limited
- 5. The Share Capital of the Company is £118,541 divided into 119 Ordinary Shares of £1 each and 118,422 Floating Rate Non Voting Irredeemable Cumulative Preference Shares of £1 each.**

* Sub-clause (x) was amended by Special Resolution of the members dated 12th May 1997

** The share capital of the Company was increased from £100 divided into 100 Ordinary Shares of £1 each to £118,541 by Special Resolution of the Members dated 3rd February 1997

WE, THE SEVERAL PERSONS WHOSE NAMES, ADDRESSES, AND DESCRIPTIONS ARE SUBSCRIBED, ARE DESIROUS OF BEING FORMED INTO A COMPANY IN PURSUANCE OF THIS MEMORANDUM OF ASSOCIATION, AND WE RESPECTIVELY AGREE TO TAKE THE NUMBER OF SHARES IN THE CAPITAL OF THE COMPANY SET OPPOSITE OUR RESPECTIVE NAMES.

Names, addresses and descriptions of Subscribers	Number of Shares taken by each Subscriber
Michael Richard Counsell 15 Pembroke Road Bristol BS99 7DX Commercial Manager	ONE
Christopher Charles Hadler 15 Pembroke Road Bristol BS99 7DX Commercial Manager	ONE

Dated this 17th day of January 1980

Witness to the above Signatures:

Dawn Bennett
15 Pembroke Road
Bristol BS99 7DX
Clerk

THE COMPANIES ACT 1985 ("The Act")

PRIVATE COMPANY LIMITED BY SHARES

A R T I C L E S O F A S S O C I A T I O N

of

MALA INVESTMENTS LIMITED

ADOPTED 3rd February 1997

PRELIMINARY

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 (hereinafter referred to as "Table A"), subject to the additions exclusions and modifications hereinafter expressed, shall constitute the Articles of Association of the Company.
2. The Company does not have power to issue share warrants to bearer.

SHARE CAPITAL

3. The maximum amount of relevant securities (as defined by Section 80(2) of the Act) which the Directors may allot, grant options or subscriptions or conversion rights over or otherwise deal with or dispose of pursuant to this Article, shall be the authorised but as yet unissued share capital of the Company at the date hereof. The authority conferred on the Directors by this Article shall expire on the day preceding the fifth anniversary of the date hereof.
4. Except as provided in Article 3, the Directors have no power to issue unissued shares and shall not allot, grant options or subscription or conversion rights over or otherwise dispose of them.
5. In accordance with Section 91(1) of the Act, Section 89(1) and Sections 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

LIEN

6. (i) The Company shall have a first and paramount lien on every share (whether or not it is a fully paid share) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of that share. The Company

shall also have a first and paramount lien on every share (whether or not it is a fully paid share) standing registered in the name of any member solely or registered in the names of two or more joint holders for all moneys presently payable by him or his estate to the Company. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation;

- (ii) Regulation 8 of Table A shall not apply to the Company.

POWERS RELATING TO REDEEMABLE SHARES

- 7. Subject to the provisions of the Companies Act 1985 the Company may issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms as shall be provided by these Articles.

PURCHASE OF OWN SHARES

- 8. (a) The Company shall have the power subject to and in accordance with the provisions of the Companies Act 1985 Part V Chapter VII to purchase any of its own Shares (including any redeemable Shares) on such terms as shall be contained in any proposed contract of purchase (whether unconditional or contingent) approved before it is entered into by a special resolution of the Company. If the Company is a private Company it may make a payment in respect of any such purchase otherwise than out of distributable profits or the proceeds of a fresh issue of Shares"
- (b) Regulation 35 of Table A shall not apply to the Company.

NOTICE OF GENERAL MEETINGS

- 9. (i) An Annual General Meeting and an Extraordinary General Meeting called for the passing of a Special Resolution or a Resolution appointing a person as a Director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice, but a general meeting may be called by shorter notice if it is so agreed.
 - (a) in the case of an annual general meeting by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than ninety-five per cent in nominal value of the shares giving that right.

- (i) The notice shall specify the time and place of the meeting and, in the case of special business only, the general nature of the special business to be transacted, and in the case of an annual general meeting shall specify the meeting as such.
- (ii) All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets and the reports of the Directors and auditors, and the appointment of and the fixing of the remuneration of the auditors.
- (iii) Subject to the provisions of these Articles and to any restrictions imposed on any shares, all notices of and any other communications relating to any general meetings of the Company or of separate general meetings of the holders of any class of share capital of the Company, shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and auditors of the Company for the time being.
- (iv) Regulation 38 of Table A shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

10. Regulation 41 of Table A shall be amended to read as follows:

"If such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or such time and place as the Directors may determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, such adjourned meeting shall be dissolved."

APPOINTMENT AND NUMBER OF DIRECTORS

11. (i) Unless otherwise determined by Ordinary Resolution in general meeting of the Company, the number of Directors (other than alternate Directors) shall not be subject to any maximum and the minimum number of Directors shall be two.
- (ii) A Director (other than an alternate Director) may appoint another Director or any person approved by resolution of the Directors to be an alternate Director and may remove from office an alternate Director appointed by him;
- (iii) Regulations 64 and 65 of Table A shall not apply to the Company.

12. No person shall be appointed a Director at any General Meeting unless:
 - (i) he is recommended by the Directors; or
 - (ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed.
13. Subject to Article 11 above the Company may by Ordinary Resolution appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director.
14. The Directors may appoint a person who is willing to act to be a Director either to fill a vacancy or as an additional Director provided that the appointment does not cause the number of Directors to exceed any number fixed by or in accordance with these Articles as the maximum number of Directors.
15. The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

16. Regulation 81 of Table A shall be amended by substituting the following for paragraphs (c) and (e):
 - (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a Director; or
 - (e) he is otherwise duly removed from office.

PROCEEDINGS OF DIRECTORS

17. Regulation 88 of Table A shall be amended to read as follows:

"Subject to the provisions of the articles, the Directors may regulate their proceedings as they think fit. A Director may and the Secretary at the request of a Director shall, call a meeting of the Directors."

"Notice of every meeting of Directors shall be given to each Director, including Directors who are absent from the United Kingdom and who have given the Company details of their address or whereabouts outside the United Kingdom. Directors who are absent from the United Kingdom shall be entitled to receive at least 7 days' notice of every meeting, unless otherwise

agreed in writing by all the Directors for the time being. Questions arising at a meeting of Directors shall be decided by a majority of votes. A Director who is also an alternate Director shall be entitled, in the absence of his appointor, to a separate vote on behalf of his appointor in addition to his own vote."

18. The quorum necessary for the transaction of business at any meeting of the Directors or of any committee shall be two. Regulation 89 of Table A shall be amended accordingly.
19. (i) A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration.
(ii) Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

THE SEAL

20. (i) In accordance with Section 36A(3) of the Act the Company need not have a seal. If the Company has a seal it shall only be used by the authority of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the Secretary or by a second Director, Regulation 101 of Table A shall not apply to the Company.
(ii) The requirements set out in Regulation 6 of Table A governing the sealing of share certificates shall only apply if the Company has a seal.
(iii) The Company may in accordance with Section 39 of the Act have for use in any territory district or place elsewhere than in the United Kingdom an official seal. Such seal shall only be used by the authority of the Directors or a committee of Directors authorised by the Directors.

TRANSFER OF SHARES

21. (a) Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called "the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any member or members willing to purchase the same hereinafter called "the purchasing member") at the price specified therein or at the fair value certified in accordance with paragraph 21(c) below

(whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the Directors.

- (b) The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted to not more than forty-two days after the date of the offer notice, provided that if a certificate of fair value is requested under paragraph 21(c) below the offer shall remain open for acceptance for a period of fourteen days after the day on which notice of the fair value certified in accordance with that paragraph shall have been given by the Company to the members or until the expiry of the period specified in the offer notice whichever is the later. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The offer notice shall further invite each member to state in his reply the number of additional shares (if any) in excess of his proportion which he desires to purchase and if all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy the claims for additional shares as nearly as may be in proportion to the number of shares already held by them respectively, provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable without fractions of being offered to the members in proportion to their existing holdings, the same shall be offered to the members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Directors may think fit.
- (c) Any member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the Auditor for the time being of the Company (or at the discretion of the Auditor, a person nominated by the President for the time being of the Institute of Chartered Accountants in the country of the situation of its Registered Office) certify in writing the sum which in his opinion represents the fair value of the shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the Auditor shall include any person so nominated. Upon receipt of such notice the Company shall instruct the Auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor and the purchasing members or borne by any one or more of them as the Auditor in his absolute discretion shall decide. In certifying the fair value as aforesaid the Auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the certificate of the Auditor, the Company shall by

notice in writing inform all members of the fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the fair value of each share) at which the shares comprised in the transfer notice are offered for sale. For the purpose of this Article the fair value of each share comprised in the transfer notice shall be its value as a rateable proportion of the total value of all the issued shares of the Company and shall not be discounted or enhanced by reference to the number of shares referred to in the transfer notice.

- (d) If purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in paragraph 21(b) above, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing members and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members
 - (e) If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares in favour of the purchasing members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing members. The Company shall pay the purchase money into a separate bank account.
 - (f) If the Company shall not give a sale notice to the proposing transferor within the time specified in paragraph 21(d) above, he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all or any of the shares comprised in the transfer notice to any person or persons but in that event the Directors may, in their absolute discretion, and without assigning any reason therefor, decline to register any such transfer. Regulation 24 of Table A shall be amended accordingly.
22. (a) The restrictions on transfer contained in Article 21 above shall not apply to any transfer of any Shares:
- (i) with the prior written consent of all Members for the time being; or
 - (ii) to another Member; or
 - (iii) by any Member (not being a holder of the Shares as a trustee) to a Privileged Relation of such Member; or
 - (iv) by any Member (the "Original Member" for the purposes of this sub-paragraph) to trustees to be held

upon Family Trusts of such Member and by the trustees of such trust (or of any Family Trust to which the Shares have been transferred under this sub-paragraph) to:

- (a) a new trustee on any change of trustees of the Family Trust;
- (b) to the trustees for the time being of any other Family Trusts of the Original Member; or
- (v) on the total or partial termination of the Family Trust to the Original Member or any Privileged Relation of the Original Member

(b) In this Article the following terms have the following meaning:-

"Family Trusts" of any Member means trusts (whether arising under a settlement, declaration of trust or other instrument, a testamentary disposition or on an intestacy) under which no person has a beneficial interest in Shares transferred to the trust that take effect in priority to the Member or Privileged Relations of the Member. A person is beneficially interested in a Share if it or income from it is or may become liable to be transferred to that person under the trust. Where a Family Trust is divided into two or more separate funds, each of which is subject to different beneficial trusts, then each such fund shall be regarded as a separate Family Trust for the purpose of these Articles (whether or not the trustees have made any appropriation of the assets held by that Trust between such funds);

"Privileged Relation" means:

- (i) the spouse or the widower or widow (including any widow or widower after remarriage) of the Member
- (ii) all the lineal descendants and ascendants in direct line of the

Member

- (iii) the brothers and sisters of the Member and their lineal descendants

For the purposes of this definition a person shall be deemed to be the lineal descendant of a Member if he or she is the Member's natural child step-child, or an adopted or illegitimate child or the lineal descendant of any such child or its lineal descendants, and a brother or sister shall include a step, half, adopted or illegitimate brother or sister.

PARTICIPATION IN BOARD MEETINGS BY TELEPHONE

- 23. All or any of the members of the Board or of any committee of the Board may participate in a meeting of the Board or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. 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 meeting then is.

NOTICES

- 24. Any notice to be given to or by any person pursuant to the Articles shall be deemed to be given in writing at the time of transmission if it is given by telex, cable or facsimile transmission.

INDEMNITY

- 25. Subject to the provisions of the Act, and without prejudice to the provisions of Regulation 118 of Table A, every director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses or liabilities incurred by him in the execution or discharge of his duties or in relation thereto. The Company may purchase and maintain for any such officer insurance against any liability which by virtue of any rule of law may attach to him in the respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

Names, addresses and descriptions of Subscribers

Michael Richard Counsell
15 Pembroke Road
Bristol BS99 7DX
Commercial Manager

Christopher Charles Hadler
15 Pembroke Road
Bristol BS99 7DX
Commercial Manager

Dated this 17th day of January 1980

Witness to the above Signatures:

Dawn Bennett
15 Pembroke Road
Bristol BS99 7DX
Clerk