

Company Number: 015028⁹44

Companies Acts 1985, 1989 & 2006

Action File Limited

**Resolutions
of
Action File Limited**

TUESDAY



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COMPANIES HOUSE

At a meeting of the shareholders of Action File Limited duly convened and held at 1 Canalside House, Tramway, Banbury, Oxfordshire on 22nd February 2008 the following resolutions were passed

Ordinary resolutions

- 1 To increase the authorised share capital of the Company to £125 by the creation of 100 'C' shares of 50p each
- 2 To authorise the directors generally and unconditionally the purposes of section 80 of the Companies Act 1985 (1985 Act) to exercise all the powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of the authorised share capital provided that this authority is for a period expiring five years from the date of this resolution/at the Company's next annual general meeting but the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired This authority is in substitution for all subsisting authorities, to the extent unused

Special resolution

- 3 To replace the existing Articles of Association of the Company with those initialled by the Chairman for identification purposes only

W N WHALEY

Director

22nd February 2008

THE COMPANIES ACTS 1985 AND 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF ACTIONFILE LTD

1 PRELIMINARY

1 1 The regulations constituting 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 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826), and as otherwise amended prior to the adoption of these Articles (Table A) apply to Actionfile Limited (the Company) except in so far as they are excluded or varied by these articles

1 2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits

1 3 Regulations 2, 3, 8, 24, 35, 41, 46, 54, 64, 66, 76-79, 84, 94 and 118 of Table A do not apply to the Company

1 4 The Company is a private company and no shares or debentures of the Company may be offered to the public

2 SHARE CAPITAL

2 1 The share capital of the Company is £125 divided into 100 'A' Shares of 50p each, 50 'B' Shares of 50p each and 100 'C' Shares of 50p each

2 2 Except as otherwise provided in these Articles, the 'A' Shares, the 'B' Shares and the 'C' Shares carry the same rights and rank in all respects *pari passu*

2 3 The rights attaching to the respective classes of shares shall be as follows

2 3 1 Voting Rights

2 3 1 1 The 'C' Shares shall confer on the holders thereof the right to receive notice of and attend and vote at any class meetings of the holders of

the 'C' Shares and to receive notices of General Meetings of the Company but not the right to be present or vote either in person or by proxy at any General Meeting of the Company unless any resolution for winding up shall be proposed or unless a resolution to appoint a liquidator is proposed and then only on such resolution

2 3 1 2 If there are dividends arrears or unpaid redemption payments the 'C' Shares shall confer on the holders thereof the right to be present and to vote either in person or by proxy at any General Meeting of the Company

2 3 1 3 At any General Meeting at which the holders of the 'C' Shares shall be entitled to vote the holders of the 'C' Shares shall in the event of a poll have one vote for every 'C' Share held

2 3 1 4 At a General Meeting of the Company the holders of 'A' Shares and the 'B' Shares shall in the event of a poll have one vote for each Share held

2 3 2 **Redemption**

2 3 2 1 Subject to the provisions of Section 159 of the Companies Act 1985 or any modification or re-enactment thereof for the time being in force the 'B' Shares shall be redeemed as follows -

2 3 2 1 1 Provided that all dividends shall have been paid in full down to the date fixed for payment the Company may at any time redeem all or any tranche of the 'B' Shares upon giving to the holder of the 'B' Shares which are to be redeemed not less than thirty days previous notice in writing of its intention and fixing a date for such redemption which shall be not later than sixty days from the date of giving of such notice The holder of 'B' Shares immediately prior to the giving of a notice under this paragraph shall remain the holder of the 'B' Shares thereafter until actual redemption of the 'B' Shares

2 3 2 1 2 The Company shall in any event redeem the 'B' Shares upon the happening of any of the following events (if earlier) -

- (a) the sale of the Company being the date upon which an offer to purchase all of the issued equity share capital of the Company (or all such capital other than any such already held by the offeror) becomes unconditional, or, if later, the date upon which such offer is completed in accordance with its terms. or
- (b) the flotation of the Company being the date upon which any of the equity share capital of the Company is admitted to the Official List of the Stock Exchange or the date upon which permission for any of the equity share capital of the Company to be dealt in on any recognised investment exchange becomes effective

2 3 2 1 3 The Company shall be deemed to have sufficient profit available for redemption in whole or in part of the 'B' Shares if the net profits of the Company are available for distribution in accordance with Part VIII of the Companies Act 1985

2 3 2 1 4 The redemption price for each 'B' Share shall be determined by the Directors (but shall be no less than £[10,000] per share)

2 3 2 1 5 At the date fixed for redemption each holder of 'B' Shares which are to be redeemed shall be bound to surrender to the Company the certificate or certificates for the 'B' Shares to be redeemed in order that the same may be cancelled and upon such surrender the

Company shall pay to the holder the amount payable in respect of such redemption including all arrears of dividends earned whether declared or not

2 3 2 1 6 If the certificate or certificates so surrendered shall include the 'B' Shares which are not to be redeemed the Company shall issue to the holder thereof a new certificate for the 'B' Shares not then being redeemed

2 3 2 1 7 All 'B' Shares redeemed by the Company shall be cancelled and shall not be capable of re-issue

2 3 2 1 8 For the avoidance of doubt the redemption premium herein stated shall be exclusive of the imputed tax credit available to shareholders

2 3 3 Capital

2 3 3 1 On the Company entering administration, composition, arrangement or insolvent liquidation proceedings, any surplus assets of the Company remaining after payment of its liabilities (on a return of assets) shall be applied first to the 'C' Shares and then to the 'A' Shares and the 'B' Shares *pari passu*

2 3 4 Conversion of 'C' Shares

2 3 3 1 A holder of the 'C' Shares issued shall be entitled to convert the 'C' Shares into fully paid 'A' Shares upon the happening of the first of the following events

2 3 3 1 1 An offer being made and accepted for the whole of the Company's issued share capital

2 3 3 1 2 The Company's shares being either listed on a recognised stock exchange or traded on an alternative investment market

- 2 4 Any holder for the time being of 'C' Shares who ceases for any reason (including death) to be an employee of the Company shall be deemed to have served a Transfer Notice on the Company in accordance with the provisions of article 5 3
- 2 5 Subject to the Act and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine
- 2 6 In accordance with and subject to the provisions of Part V of the Companies Act 1985 the Company may
- 2 6 1 subject to any rights conferred on the holders of any other shares issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder,
- 2 6 2 subject to any rights conferred on the holders of any class of shares purchase its own shares (including any redeemable shares),
- 2 6 3 make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

3 **LIEN**

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company 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

4 ALLOTMENT OF SHARES

- 4 1 Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to Article 4 4) allot, grant options over or otherwise dispose of the same, to such persons on such terms and in such manner as they think fit
- 4 2 All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special resolution as aforesaid shall be under the control of the Directors, who may 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 the shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefore than the terms on which they were offered to the Members The foregoing provisions of this Article 4 2 shall have effect subject to Section 80 of the Act
- 4 3 In accordance with Section 91(1) of the Act Section 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company
- 4 4 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital at the date of adoption of these Articles and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period

The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting or by elective resolution in accordance with Section 379A of the Act

5 TRANSFER OF SHARES

5 1 Subject as hereinafter provided any shares may be transferred without restrictions as to price or otherwise -

5 1 1 by a member to any other person with the consent of all the other members for the time being of the Company,

5 1 2 by a corporate member to an associated undertaking (as defined in section 27(3) of the Act),

5 1 3 by any member or by the trustees of any settlement made by a member to the spouse, widower or widow, child or other issue of such member or to trustees of a settlement made for the benefit of any such persons (together "transferees") or in the case of members who are at the date of adoption of these Articles trustees of a settlement, to the beneficiaries thereof provided always that such beneficiaries are limited to the class of persons previously mentioned

All and any such transfers being a "Permitted Transfer" for the purposes of this Article

5 2 Any transfer or purported transfer of a share or any beneficial interest therein (other than a Permitted Transfer or upon transmission of a share pursuant to Regulation 29 upon the death of a member or upon a person becoming entitled to a share in consequence of the bankruptcy of a member) made otherwise than in accordance with the following provisions of this Article shall be null and void and of no effect

5 3 Any member ("the Proposing Transferor") proposing to transfer any shares or the beneficial interest therein (save where such transfer is a Permitted Transfer) shall give notice in writing ("a Transfer Notice") to the Company that he desires to transfer the same and specifying the price per share at which he is willing to sell them

5 4 The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of all (but not some only) of the shares comprised in the Transfer Notice together with all rights then attached thereto to any member or members willing to purchase the same ("Purchasing Members") at the price specified therein or at the fair value certified in accordance with Article 6 8 whichever is the lower A Transfer Notice shall not be revocable except with the sanction of the directors

5 5 The shares comprised in any Transfer Notice shall be offered to the members (other than the Proposing Transferor and any other member in respect of whose shares a Transfer Notice shall have been served or deemed served) 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 ("the Offer Notice") within seven days after the receipt by the Company of the Transfer Notice The Offer Notice shall -

5 5 1 state the identity of the Proposing Transferor, the number and class of shares comprised in the Transfer Notice, the price per share specified in the Transfer Notice and inform the members that shares are offered to them in accordance with the provisions of this Article 5 5,

5 5 2 contain a statement to the effect that the shares are offered in the first instance in the proportion referred to in the first sentence of this Article 5 5 invite each member to state in his reply whether he wishes to purchase more or less shares than his proportionate entitlement and if so what number,

5 5 3 contain a statement of the right of each member to request a certificate of fair value under Article 5 8, the form of such statement to be as near as circumstances permit to that of the first sentence of that Article,

5 5 4 state the period in which the offer may be accepted if no such certificate of fair value is requested (not being less than twenty-one days or more than forty-two days after the date of the Offer Notice), and

5 5 5 contain a statement to the effect that if a certificate of fair value is requested, the offer will remain open for acceptance until the expiry of a period of fourteen days commencing on the date of the notice of the certified fair value

given to members pursuant to Article 6 10 or until the expiry of the period referred to in Article 6 5 4 whichever is the later

- 5 6 An offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of shares than his full proportionate entitlement
- 5 7 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 any claims for additional shares (notified in response to the invitation referred to in Article 5 5 2) as nearly as may be in proportion to the number of shares already held by the members claiming additional shares, provided that no member shall be obliged to take more shares than he shall have applied for If any shares shall not be capable of being offered to the members in proportion to their existing holdings, except by way of fractions, the same shall be offered to the members, or some of them, in such proportions as the directors may think fit
- 5 8 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 auditors for the time being of the Company certify in writing the sum which in their opinion represents the fair value of the shares comprised in the Transfer Notice as at the date of the Transfer Notice and the price per share that that represents If the auditors decline such appointment at their discretion then a person nominated by the President for the time being of the Institute of Chartered Accountants on the application of the directors or any member on behalf of the Company shall be instructed to give such certificate and any following reference in these Articles to "the auditors" shall include any person so nominated
- 5 9 Forthwith upon receipt of such notice the Company shall instruct the auditors to certify as aforesaid and the costs of producing such certificate shall be apportioned among the Proposing Transferor and the Purchasing Members and borne by any one or more of them as the auditors in their absolute discretion shall decide
- 5 10 Subject to the provisions of article 5 11 the fair value of each share comprised in the Transfer Notice shall be its value as a rateable proportion of the total sum for all the issued shares of the Company which a willing buyer would offer to a willing seller and shall not be discounted or enhanced by reference to the number of shares

comprised in the Transfer Notice. In certifying the fair value as aforesaid the auditors shall be entitled to obtain professional valuations in respect of any of the Company's assets and shall act as experts and not as arbitrators or arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply.

5 11 Where a Transfer Notice is deemed to have been served pursuant to article 2 4 then the fair value of each 'C' Share shall be the lower of

5 11 1 the value determined by the auditors in accordance with the provisions of article 5 10, and

5 11 2 the subscription monies paid by the member together with interest at the rate of 5% for each complete year the member has held the 'C' Shares

5 12 Where the member has been summarily dismissed for gross misconduct then the fair value of the shares shall be par value and if the member has been summarily dismissed for any other reason then the fair value of the shares shall be the higher of the value determined by the auditors in accordance with the provisions of article 5 10 plus the subscription monies paid by the member together with interest at the rate of 5% for each complete year the member has held the 'C' Shares

5 13 Forthwith upon receipt of the certificate of the auditors, the Company shall by notice in writing inform all members of the certified fair value of the share

5 14 If Purchasing Members shall be found for all the shares comprised in the Transfer Notice within the appropriate period specified in Article 5 5 4, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing ("the Sale Notice") to the Proposing Transferor specifying the Purchasing Members and the number of shares to be purchased by each Purchasing Member 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

5 15 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 on behalf of and as attorney for the Proposing Transferor 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 and shall hold the same on trust for the Proposing Transferor

- 5 16 If the Company shall not give a Sale Notice to the Proposing Transferor within the time specified for that purpose in Article 5 12 he shall, during the period of sixty days next following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the shares comprised in the Transfer Notice to any person or persons PROVIDED THAT the price per share obtained upon such share transfer shall in no circumstances be less than the price per share specified in the Transfer Notice or as certified in accordance with Article 5 8 and the Proposing Transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained as aforesaid
- 5 17 A member who purports to transfer any share in the Company in breach of the foregoing provisions of these Articles shall be bound to give a Transfer Notice in respect of the shares which he has transferred or purported to transfer in breach of these Articles
- 5 18 A member who caused or permits any of the events specified in Article 5 18 or with regard to whom any of the events specified in Article 5 18 4 occurs shall be bound to give a Transfer Notice in respect of all the shares registered in the name of such member and in respect of any shares held on trust for him or held by the trustees of any family trust unless and to the extent that in either case a Permitted Transfer shall have been lodged for registration
- 5 19 In the event of any member failing to serve a Transfer Notice within thirty days of being bound to do so shall be deemed to have given a Transfer Notice upon being called upon to do so by the directors and to have specified therein as the price per share the fair value of each share to be certified in accordance with Article 6 8
- 5 20 The events specified for the purposes of Article 5 16 are -
- 5 20 1 any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or

any of them be allotted or issued or transferred to some person other than himself,

5 20 2 any sale, dealing with or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise but excluding any transmission of a share to any person becoming entitled to such share in consequence of the death or bankruptcy of a member) by whomsoever made and whether or not effected by an instrument in writing save where the disposition is by service of a Transfer Notice in accordance with these Articles,

5 20 3 the holding of a share as a bare nominee for any person,

5 20 4 in the case of a corporate member, such member entering into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffering an administration order to be made against it or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that corporate member,

5 20 5 any member being a director or employee of the Company or any of its subsidiaries ceasing (for whatever reason) to be either a director or employee (and not continuing as either a director or employee of the Company or any of its subsidiaries)

5 21 The directors may, in their absolute discretion and without assigning any reason therefore decline to register any transfer which would otherwise be permitted under the foregoing provisions of this Article 5 if it is a transfer of a share on which the Company has a lien or a transfer of a share (not being a fully paid share) to a person of whom they shall not approve The directors may also refuse to register a transfer

5 21 1 if it is not lodged at the registered office accompanied by the certificate for the shares to which it relates or a suitable indemnity if the certificate therefore shall be lost or destroyed together with such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, and

5 21 2 if it is in respect of more than one class of share,

5 21 3 if it is in favour of more than four transferees

5 22 The directors shall register any Permitted Transfer and any transfer of shares made pursuant to the provisions of this Article 5 Regulation 24 shall not apply to the Company

5 22 1 For the purpose of ensuring that a transfer of shares is permitted pursuant to the provisions of these Articles or that no circumstances have arisen whereby a transfer notice may be required to be given, the directors may from time to time require any member or the legal personal representatives of any deceased member to any person named as transferee in any transfer lodged for registration to furnish to the any such information and evidence as the directors acting reasonably and in good faith think fit regarding any matter relevant to such purpose Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request, the directors shall be entitled to refuse to register the transfer in question or in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned In any case where the directors have duly required by notice in writing a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of thirty days from such notice such transfer notice shall be deemed to have been given at the end of the period of thirty days and such Transfer Notice shall be deemed to specify as the price per share the fair value of each share to be certified in accordance with Article 5 8 and the provisions of Articles 5 3 to 5 14 (inclusive) shall mutatis mutandis apply

6 **PROCEEDINGS AT GENERAL MEETINGS**

6 1 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting the meeting is dissolved

6 2 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote

7 **VOTES OF MEMBERS**

Subject to any rights or restrictions attached to any shares and to any other provisions of these articles, on a show of hands every member present in person or by proxy shall have one vote, unless the proxy is himself a member entitled to vote and on a poll every member present in person or by proxy shall have one vote for every share of which he is the holder

8 **NUMBER OF DIRECTORS**

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum The minimum number of directors is one

9 **ALTERNATE DIRECTORS**

9 1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present

9 2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his appointor's absence But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK

9 3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct and the Company may pay all travelling, hotel and other expenses properly incurred by an alternate director in connection with attendance at meetings of directors or of committees of directors or otherwise in connection with the business of the Company

10 **POWERS OF DIRECTORS**

10 1 The directors are generally and unconditionally authorised for the purposes of section 80 of the Companies Act 1985 for a period of five years from the date of incorporation of the Company to allot all or any of the unissued shares of the Company. The maximum aggregate nominal amount of shares that may be allotted is unissued share capital. This authority may be varied or revoked by ordinary resolution of the Company.

10 2 The directors are authorised in accordance with section 91 of the Companies Act 1985 to allot shares of the Company as if section 89(1) of the Companies Act 1985 did not apply to the allotment. This power will expire on the date the section 80 of the Companies Act 1985 authority to which it relates is revoked or (if not renewed) expires, except that the directors may after such date allot securities pursuant to any offer or agreement to do so made before such date.

11 **APPOINTMENT AND RETIREMENT OF DIRECTORS**

11 1 No person shall be appointed a director at any general meeting unless

(a) he is recommended by the directors, or

(b) not less than 14 or more than 35 clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed, be required to be included in the Company's register of directors together with notice executed by that person of his willingness to be appointed.

11 2 Not less than seven nor more than 28 clear days before the date appointed for holding a general meeting, notice shall be given to all who are entitled to receive notice of the meeting of any person who is recommended by the directors for appointment as a director at the meeting or in respect of whom notice has been duly given to the Company of the intention to propose him at the meeting for appointment as a director. The notice shall give particulars of that person which would, if he were so appointed, be required to be included in the Company's register of directors.

11 3 Subject as aforesaid 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

11 4 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 maximum number of directors that may be fixed by ordinary resolution

12 **DIRECTORS' APPOINTMENTS AND INTERESTS**

Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.

13 **PROCEEDINGS OF DIRECTORS**

13 1 A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting [notwithstanding accidental disconnection of the means of electronic communication during the meeting]. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum

- 13 2 Subject to disclosure in accordance with section 317 of the Companies Act 1985, a director is entitled to vote at any meeting of the directors or of a committee of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and in relation to any such resolution (whether or not he votes on the same) he is to be taken into account in calculating the quorum present at the meeting

14 **INDEMNITY**

- 14 1 Subject to the Act, but without prejudice to any indemnity to which a director may otherwise be entitled, each director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties, or in relation thereto including any liability incurred by him in defending any civil or criminal proceedings, in which judgement is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's affairs
- 14 2 The Company may buy and maintain insurance against any liability falling upon its directors or other officers which arises out of their respective duties to the Company, or in relation to its affairs

William N White ✓

Director

22/02/08