

Written Resolution under Companies Act 2006

Company Number 02123663

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

European Helicopters Limited (the "Company")

29 January 2010 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution is passed as a special resolution (the "**Resolution**")

SPECIAL RESOLUTION

That

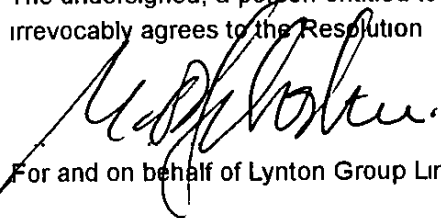
The existing Articles of Association of the Company be amended by inserting the following Article before the existing Article 23 of the Articles of Association

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

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolution

The undersigned, a person entitled to vote on the Resolution on the Circulation Date, hereby irrevocably agrees to the Resolution



For and on behalf of Lynton Group Limited

Date

29 January 2010

THURSDAY



LD6

11/02/2010
COMPANIES HOUSE

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NOTES

1 If you agree with the Resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version either by hand or by post to the Company

You may not return the Resolution to the Company by any other method

If you do not agree to the Resolution, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolution, you may not revoke your agreement

3 Unless, by the 28th day after the Circulation Date sufficient agreement has been received for the Resolution to pass, it will lapse If you agree to the Resolution, please ensure that your agreement reaches us before or during this date

The Companies Act, 1985

COMPANY LIMITED BY SHARES

Memorandum of Association

of EUROPEAN HELICOPTERS LIMITED

- 1 The name of the Company is "EUROPEAN HELICOPTERS LIMITED"
- 2 The registered office of the Company is to be situated in England and Wales
- 3 The Company's objects are -

(A) (1) To carry on the business or businesses of exporters, importers and dealers of and in, and proprietors for the hire of helicopters, aeroplanes, seaplanes, hovercraft, flying boats, airships, balloons, parachutes, gliding machines and other machines or apparatus designed for aerial transport, aircraft, aeronautical, electrical, general and mechanical engineers in all their branches, manufacturers, exporters, importers and wholesale and retail dealers of and in, and proprietors for the hire of, motor cars, motorcycles, and vehicles generally, launches, boats, yachts and vessels of all kinds, spare parts, accessories and components for any purpose, wireless and transmission sets and scientific instruments and apparatus of every description, whether used in connection with wireless, television, telegraph, telephone communication or otherwise

(2) To carry on business as helicopter, aircraft and hovercraft operators and to establish and operate Air Transport and ancillary services for the carriage of passengers, livestock, goods and freight of all kinds (including mail) and to enter into arrangements with any Government, Company, Authority, Firm or person for the interchange of traffic or otherwise as the Company may think fit or expedient, to charter, take and let on hire, operate, design, manufacture, construct, purchase or otherwise acquire, sell, deal in, maintain and repair helicopters aircraft and hovercraft and components and accessories of every description, to acquire, construct, manage and carry on aerodromes, hangars, sheds, landing places, wharves, quays, garages and accommodation and communication of all kinds for aerial, sea and land traffic

(3) To carry on business as travel agents and as general merchants, importers, exporters and mail order dealers and agents for merchandise and products of every description

(B) To acquire and assume for any estate or interest and to take options over, construct, develop or exploit any property real or personal, and rights of any kind and the whole or any part of the undertaking, assets and liabilities of any person and to act and carry on business as a holding company

(C) To manufacture, process, import, export, deal in and store any goods and other things and to carry on the business of manufacturers, processors, importers, exporters and storers of and dealers in any goods and other things

(D) To acquire and exploit lands, mines and mineral rights and to acquire, explore for and exploit any natural resources and to carry on any business involving the ownership or possession of land or other immovable property or buildings or structures thereon and to construct, erect, install, enlarge, alter and maintain buildings, plant and machinery and to carry on business as builders, contractors and engineers

(E) To provide services of all descriptions and to carry on business as advisers, consultants, brokers and agents of any kind

(F) To advertise, market and sell the products of the Company and of any other person and to carry on the business of advertisers or advertising agents or of a marketing and selling organisation or of a supplier, wholesaler, retailer, merchant or dealer of any kind

(G) To provide technical, cultural, artistic, educational, entertainment or business material, facilities or services and to carry on any business involving any such provision

(H) To lend money, and grant or provide credit and financial accommodation, to any person and to carry on the business of a banking, finance or insurance company

(I) To invest money of the Company in any investments and to hold, sell or otherwise deal with such investments, and to carry on the business of a property or investment company

(J) To acquire and carry on any business carried on by a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company

(K) To enter into any arrangements with any government or authority or person and to obtain from any such government or authority or person any legislation, orders, rights, privileges, franchises and concessions and to carry out, exercise and comply with the same

(L) To borrow and raise money and accept money on deposit and to secure or discharge any debt or obligation in any manner and in particular (without prejudice to the generality of the foregoing) by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by the creation and issue of securities

(M) To enter into any guarantee, contract of indemnity or suretyship and in particular (without prejudice to the generality of the foregoing) to guarantee, support or secure, with or without consideration, whether by personal obligation or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by both such methods or in any other manner, the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, including (without prejudice to the generality of the foregoing) any

company which is for the time being a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company

(N) To amalgamate or enter into partnership or any profit-sharing arrangement with, or to co-operate or participate in any way with, or to take over or assume any obligation of, or to assist or subsidise any person

(O) To accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, and other instruments and securities, whether negotiable or otherwise

(P) To apply for and take out, purchase or otherwise acquire any trade and service marks and names, designs, patents, patent rights, inventions and secret processes and to carry on the business of an inventor, designer or research organisation

(Q) To sell, exchange, mortgage, charge, let on rent, share of profit, royalty or otherwise, grant licences, easements, options, servitudes and other rights over, and in any other manner deal with, or dispose of, all or any part of the undertaking, property and assets (present and future) of the Company for any consideration and in particular (without prejudice to the generality of the foregoing) for any securities

(R) To issue and allot securities of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose

(S) To give any remuneration or other compensation or reward for services rendered or to be rendered in placing or procuring subscriptions of, or otherwise assisting in the issue of, any securities of the Company or in or about the formation of the Company or the conduct or course of its business, and to establish or promote, or concur or participate in establishing or promoting, any company, fund or trust and to subscribe for, underwrite, purchase or otherwise acquire securities of any company, fund or trust and to carry on the business of company, fund, trust or business promoters or managers and of underwriters or dealers in securities, and to act as director of and as secretary, manager, registrar or transfer agent for any other company and to act as trustees of any kind and to undertake and execute any trust

(T) To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company, and to procure the registration or incorporation of the Company in or under the laws of any place outside England

(U) To grant pensions, annuities, gratuities and superannuation or other allowances and benefits, including allowances on death, to any directors, officers or employees or former directors, officers or employees of the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessor in business of any of them, and to the relations, connections or dependants of any such persons, and to other persons whose service or services have directly or indirectly been of benefit to the Company or

who the Company considers have any moral claim on the Company or to their relations, connections or dependants, and to establish or support any associations, institutions, clubs, schools, building and housing schemes, funds and trusts, and to make payments towards insurances or other arrangements likely to benefit any such persons or otherwise advance the interests of the Company or of its Members, and to subscribe, guarantee or pay money for any purpose likely, directly or indirectly, to further the interests of the Company or of its Members or for any national, charitable, benevolent, educational, social, public, general or useful object

(V) To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory

(W) To distribute any of the property of the Company among its creditors and Members in specie or kind

(X) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others

(Y) To carry on any other business or activity and do anything of any nature which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its Members

(Z) To do all such other things as in the opinion of the Company are or may be incidental or conducive to the attainment of the above objects or any of them

AND it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "securities" shall include any fully, partly or nil paid or no par value share, stock, unit, debenture, debenture or loan stock, deposit receipt, bill, note, warrant, coupon, right to subscribe or convert, or similar right or obligation, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company

4 The liability of the Members is limited

5 The Company's share capital is £100 divided into 100 shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several

classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions

WE, the subscribers to this memorandum of association, wish to be formed into a Company pursuant to this Memorandum of Association, and we agree to take the number of Shares set opposite our respective names

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
Brian Norman Buckley 14 Dominion Street London EC2M 2RJ	One
Solicitor	
Colin Edward Leaver 14 Dominion Street London EC2M 2RJ	One
Solicitor	
	Total Shares taken Two

DATED 30th March 1987

WITNESS to the above Signatures -

L A Mason
14 Dominion Street
London EC2M 2RJ

Secretary

The Companies Act, 1985

COMPANY LIMITED BY SHARES

New Articles of Association

of EUROPEAN HELICOPTERS LIMITED

(adopted by Special Resolution passed on 29 January 2010)

TABLE A

1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 ("Table A") as amended at the date of adoption of these Articles, shall except where the same are excluded or varied by or inconsistent with these Articles apply to the Company to the exclusion of all other regulations set out in any statute or statutory instrument concerning companies

INTERPRETATION

2 (A) In these Articles unless the context otherwise requires -

"these Articles" means these Articles of Association in their present form or as from time to time altered,

"the Companies Acts" means every statute from time to time in force concerning companies insofar as the same applies to the Company,

"Member" means a member of the Company,

every reference in Table A to "the Act" shall be construed as if the reference were to the Companies Acts,

(B) Any words or expressions defined in the Companies Acts in force at the date when these Articles or any part thereof are adopted shall bear the same meaning in these Articles or such other part (as the case may be),

(C) Where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective, and where an extraordinary resolution is required a special resolution shall also be effective

AUTHORISED SHARE CAPITAL

3 The share capital of the Company at the date of the adoption of these Articles is £1,000,000 divided into 1,000,000 Ordinary Shares of £1 each

UNISSUED SHARE CAPITAL

4 Subject to the provisions of the Companies Acts and these Articles and to any direction to the contrary which may be given by ordinary or other resolution of the Company, any unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may offer, allot, grant options over or grant any right or rights to subscribe for such shares or any right or rights to convert any security into such shares or otherwise dispose of them to such persons, at such times and for such consideration and upon such terms and conditions as the Directors may determine

5 (A) For the purposes of section 80 of the Companies Act 1985, the Directors are generally and unconditionally authorised to exercise all powers of the Company to allot relevant securities as defined in the said section up to an aggregate nominal amount of £1,000,000. This authority shall expire five years from the date on which the resolution adopting these Articles is passed but may be previously revoked or varied by the Company in general meeting and may from time to time be renewed by the Company in general meeting for a further period not exceeding five years. The Company may make any offer or agreement before the expiry of this authority that would or might require relevant securities to be allotted after this authority has expired and the Directors may allot relevant securities in pursuance of any such offer or agreement as if this authority had not expired

(B) Paragraph (A) of this Article shall not apply to redeemable shares, which shall be governed by the provisions of Article 6

(C) Sub-section (1) of section 89 and sub-sections (1) to (6) (inclusive) of section 90 of the Companies Act 1985 shall not apply

(D) Any shares for the time being unissued shall, before they are issued, be offered to the Members holding Ordinary Shares in proportion as nearly as the circumstances admit to their existing holdings of Ordinary Shares. Such offer shall be made by notice specifying the number of shares offered and limited to a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration of such time, or if earlier on the receipt of an intimation from the person to whom the offer has been made that he declines to accept the shares offered, the Directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. The Directors may, in like manner, dispose of any shares which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any difficulty in apportioning the same cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided. The provisions of this Article may be relaxed or varied to any extent by the written agreement of all the Members for the time being

REDEEMABLE SHARES

6 Subject to the provisions of the Companies Acts, any shares may, with the sanction of a special resolution, be issued on terms that they are, or at the option of the Company or the Member registered in respect of such shares are liable, to be redeemed on such terms and in such manner as may be provided for by these Articles. Regulation 3 of Table A shall not apply.

TRANSFER OF SHARES

7 (A) Any Member may at any time and any price transfer to another Member any shares in the Company registered in his name.

(B) If at any time a Member shall desire to sell or transfer to any person who is not a Member any shares of any class of the Company registered in his name he shall serve on the Company a notice (hereinafter called "a transfer notice") of his desire specifying (a) the shares of that class which he desires to sell or transfer, (b) the name of any third party to whom he proposes to transfer the shares if they are not purchased by a Member pursuant to the provisions of this Article and (c) the price at which he proposes to sell the shares to such third party. No transfer notice may relate to shares of more than one class and no transfer notice may be withdrawn once it has been given. Each such notice shall constitute the Directors the agent of such Member to sell such shares subject to the following provisions -

- (i) The shares specified in the transfer notice shall be offered in the first instance to all the Members holding Ordinary shares so that in the case of competition the shares so offered shall be sold to the holders of Ordinary shares who accept the offer (as nearly as may be and without increasing the number sold to any Member beyond the number applied for by him) in proportion to their respective holdings of Ordinary shares on the date when the transfer notice was served and to the extent that such offers are not accepted the shares comprised in the transfer notice shall be dealt with as provided by sub-paragraph (iv) below.
- (ii) Any offer under sub-paragraph (i) hereof shall be in writing accompanied by a copy of the transfer notice and shall be accepted by notice in writing to the Directors within 15 days after the offer is made. If the offer is not accepted within such time limit it will be deemed to have been refused.
- (iii) If and to the extent that such offer is accepted, the Member making the offer shall be bound to transfer the shares accepted, and the Member accepting the offer be bound to pay for the shares so accepted the fair value thereof as agreed between the Member making the offer and the Member accepting the offer, or in default of agreement within 15 days after the acceptance, such sum as shall be certified by the auditors for the time being of the Company to be the fair value thereof on the date when the transfer notice was served. In so certifying the auditors shall value the shares accepted, in the case of Ordinary shares, as the same proportion of the market value of the Company as a whole on that date as the relevant shareholding bears to the whole issued Ordinary share capital of the Company on that date and without any adjustment because the shareholding represents a minority or majority or controlling interest in the

Company, but subject thereto they shall take into account all such circumstances as shall seem to them relevant. They shall act as experts and not as arbitrators in so determining and certifying, and the Arbitration Acts shall not apply. Their costs shall be borne in equal shares by the Member making the offer and the Member accepting the offer.

- (iv) Any shares comprised in a transfer notice which under the provisions of sub-paragraph (i) above are to be dealt with under this sub-paragraph shall be offered by the Board to any holders of Ordinary shares who have accepted an initial offer under sub-paragraph (i) above and such offer shall be made pro-rata to the respective holdings of Ordinary shares held by such accepting shareholders on the date when the transfer notice was served.

Such offers shall be upon and subject to the same terms as are set out in sub-paragraphs (ii) and (iii) above in relation to offers under sub-paragraph (i) above and shall be repeated until there are no remaining eligible shareholders willing to purchase any remaining shares comprised in the transfer notice.

- (v) If in any case a Member having become bound to transfer any shares shall make default in so doing the Company may receive the purchase money and shall thereupon cause the name of the person accepting such shares to be entered in the register of members as the holder thereof, and shall hold the purchase money in trust for the Member in default. The receipt of the Company for the purchase money shall be a good discharge to the person accepting such shares and after his name has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.
- (vi) If within 90 days after the date of service on the Company of a transfer notice the Directors shall not have found purchasing members for all the shares comprised in the notice the Member who served the notice shall be at liberty, at any time within 30 days after the expiry of the said period of 90 days to transfer, subject to the previous sanction of the Board, (such sanction not to be unreasonably withheld) to any person and in case of a sale at a price which shall not be less than whichever is the higher of the price stated in the transfer notice and the fair value of the shares (as certified to the Directors by the auditors on the basis specified in sub-paragraph (iii) above and at the cost of the Member desiring to make the transfer) the shares in respect of which no purchasing Member was found.

(C) The executors or administrators of any deceased Member shall be bound at the expiry of three months from the date of his death, to give transfer notices in respect of all the shares registered in the name of the deceased Member at the date of his death, or such of the same as still remain so registered, and should such executors or administrators fail to give such transfer notices within 14 days after the expiry of such period of three months or should there be no such executors or administrators at the expiry of such period of three months, transfer notices shall be deemed to have been given and the provisions of this Article shall have effect accordingly.

(D) If any Member shall be adjudged bankrupt or go into liquidation (compulsory or voluntary) or have an administrator appointed or have a receiver, administrative receiver or similar official appointed of the whole or any part of its assets, his trustee in bankruptcy or its liquidator, administrator, receiver, administrative receiver or other similar official shall be bound forthwith to give to the Company transfer notices in respect of all the shares registered in the name of such Member, and in default of such transfer notices being given within 30 days of bankruptcy or going into liquidation or having an administrator receiver, administrative receiver or other similar official appointed, the trustee in bankruptcy or liquidator, administrator, receiver, administrative receiver or other similar official shall be deemed to have given such notices at the expiration of the said period of 30 days and the provisions of this Article shall have effect accordingly

(E) Every transfer notice deemed given under paragraphs (C) and (D) of this Article shall be deemed to specify the fair value as the offer price of the shares comprised in the notice and there shall be no requirement to specify a proposed transferee

(F) Subject to the provisions of paragraphs (A), (B), (C), (D) and (E) of this Article no transfer of any share shall be made or registered without the previous sanction of the Directors who may in their absolute and uncontrolled discretion, without assigning any reason, refuse to give such sanction Regulation 24 of Table A shall be varied accordingly

ALTERATION OF CAPITAL

8 The Company may from time to time by Special Resolution increase the share capital by such sum to be divided into shares of such amount as the Resolution shall provide Regulation 32 of Table A shall be varied accordingly

PROCEEDINGS AT GENERAL MEETINGS

9 (A) No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the meeting proceeds to business In default of a quorum the meeting shall be dissolved

(B) The quorum at any General Meeting shall be two Members present in person or by proxy

(C) Regulations 40 and 41 of Table A shall not apply

10 At any general meeting a poll may be directed by the Chairman or demanded by any Member present in person or by proxy and Regulation 46 of Table A shall be varied accordingly

11 In the case of an equality of votes whether on a show of hands or on a poll, the Chairman of the Meeting at which the show of hands takes place or at which the poll is demanded shall not have a second or casting vote Regulation 50 of Table A shall not apply

12 Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member present in person or (being a corporation) by a duly authorised representative and every person present as a proxy for a Member or Members shall

have one vote, and on a poll every Member shall have one vote for each share of which he is the holder. Regulation 54 of Table A shall not apply.

VOTES OF MEMBERS

13 The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Company (or at such other place in the United Kingdom as is specified for that purpose in the notice of meeting or any instrument of proxy sent by the Company in relation to the meeting) not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or handed to the Chairman of the meeting or adjourned meeting before the commencement of such meeting, and, in default, the instrument of proxy shall not be treated as valid. Regulation 62 of Table A shall not apply.

POWERS OF DIRECTORS

14 The Company may exercise all the powers conferred by the Companies Acts with regard to having any official seal, and such powers shall be vested in the Directors. Any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine.

ALTERNATE DIRECTORS

15 No Director shall be entitled to appoint an alternate and Regulations 65 to 69 inclusive of Table A shall not apply.

DELEGATION OF DIRECTORS' POWERS

16 The Directors may delegate any of their powers to any committee consisting of two or more Directors. The Directors may also entrust to and confer upon any Director any of the powers exercisable by them. Any such delegation may be made upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers. Subject to any such conditions, the proceedings of every committee shall be governed by these Articles regulating the proceedings of Directors so far as they are capable of applying. Regulation 72 of Table A shall not apply.

APPOINTMENT AND RETIREMENT OF DIRECTORS

17 (A) The Directors and the Company by ordinary resolution shall each have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors. Any Director so appointed shall (subject to Article 19 and to the provisions of the Companies Acts) hold office until he is removed pursuant to these Articles.

(B) No Director shall be required to retire or vacate his office or be ineligible for reappointment as a Director, nor shall any person be ineligible for appointment as a Director, by reason of his having attained any particular age

18 Regulations 73 to 80 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply

19 The office of a Director shall be vacated in any of the events following, namely -

- (a) if he resigns his office by notice in writing delivered to the registered office of the Company or tendered to a meeting of the Directors, or
- (b) if he becomes of unsound mind or a patient for the purposes of any statute relating to mental health and the Directors resolve that his office is vacated, or
- (c) if he becomes bankrupt or compounds with his creditors, or
- (d) if he is prohibited from being a Director by law or by the order of any Court or Tribunal of competent jurisdiction, or
- (e) if he is requested in writing to resign by at least three quarters in number of his co-Directors or by the holders of a majority of the issued ordinary share capital of the Company for the time being

Regulation 81 of Table A shall not apply

DIRECTORS' GRATUITIES AND PENSIONS

20 The Directors on behalf of the Company may exercise all the powers of the Company to grant pensions, annuities, gratuities and superannuation or other allowances and benefits in favour of any person including any Director or former Director or the relations, connections or dependants of any Director or former Director. A Director or former Director shall not be accountable to the Company or the Members for any benefit of any kind conferred under or pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company

PROCEEDINGS OF DIRECTORS

21 In the case of an equality of votes at any meeting of the Directors the chairman shall not have a second or casting vote. Regulation 88 of Table A shall be varied accordingly

22 The quorum for the transaction of the business of the Directors shall be two. Any Director who ceases to be a Director at a Board meeting may continue to be present and to act as a Director and be counted in the quorum until the termination of the Board meeting if no other Director objects and if otherwise a quorum of Directors would not be present. Regulation 89 of Table A shall not apply

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

23 Subject to the provisions of these Articles and provided a Director shall have disclosed such interest in accordance with Regulation 85 of Table A, a Director shall be entitled to vote in respect of any transaction, contract, arrangement or agreement with the Company in which he is in any way, whether directly or indirectly, interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present. For the purpose of this Article, an interest of a person who is, for any purpose of the Act, connected with a Director shall be treated as an interest of the Director. Regulations 94 to 98 (inclusive) of Table A shall not apply.

NOTICES

24 Any notice or other document (including a share certificate) may be served on or delivered to any Member by the Company either personally or by sending it through the post in a prepaid letter addressed to such Member at his registered address as appearing in the Register of Members, or by delivering it to or leaving it at such registered address, addressed as aforesaid, or by any other means provided such other means have been authorised in writing by the Member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Any notice or other document served or delivered in accordance with these Articles shall be deemed duly served or delivered notwithstanding that the Member is then dead or bankrupt or otherwise under any legal disability or incapacity and whether or not the Company had notice thereof. Any such notice or other document, if sent by first-class post, shall be deemed to have been served or delivered on the day after the day when the same was put in the post, and in proving such service or delivery it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post.

25 Notice of every general meeting shall be given in any manner authorised by or under these Articles to all Members other than such as, under the provisions of these Articles or the terms of issue of the shares they hold, are not entitled to receive such notices from the Company. Provided that any Member may in writing waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Regulations 112, 115 and 116 of Table A shall not apply.

WINDING UP

26 If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court) the liquidator may, with the authority of an extraordinary resolution and subject to any provision sanctioned in accordance with the provisions of the Companies Acts, divide among the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such values as he deems fair upon any assets to be divided as aforesaid and may

determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like authority, vest the whole or any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability and the Liquidator may make any provision referred to in and sanctioned in accordance with the provisions of the Companies Acts. Regulation 117 of Table A shall not apply.

INDEMNITY

27 Subject to the provisions of the Companies Acts, every Director, alternate Director, Auditor, Secretary or other officer of the Company shall be entitled to 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, that 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 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 by the Court. Regulation 118 of Table A shall not apply.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Brian Norman Buckley
14 Dominion Street
London EC2M 2RJ

Solicitor

Colin Edward Leaver
14 Dominion Street
London EC2M 2RJ

Solicitor

DATED 30th March 1987

WITNESS to the above signatures -

L A Mason
14 Dominion Street
London EC2M 2RJ

Secretary

CA100130001

The Companies Act 1985

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of EUROPEAN HELICOPTERS LIMITED

Incorporated the 15th day of April 1987

**Simmons & Simmons,
Solicitors,
14, Dominion Street,
London EC2M 2RJ**