

Company No: 2595814

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

of

FIBROWATT LIMITED

Passed on 28th March 1994

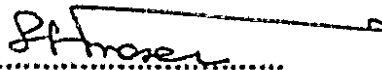
At an extraordinary general meeting of the above-named Company duly convened and held on 28th March, 1994 the following resolutions were duly passed as Special Resolutions of the Company:-

SPECIAL RESOLUTION NO.1

That the amendment to the objects clause of the Memorandum of Association of the Company contained in the document produced to the meeting and for the purposes of identification marked "A" be approved and that the amended Memorandum of Association be adopted in substitution for and to the exclusion of the existing Memorandum of Association.

SPECIAL RESOLUTION NO.2

That the regulations contained in the document produced to the meeting and for the purposes of identification marked "B" be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.



Chairman



Registered No. 2595814

"A"

S. H. Rosen

Chairman

The Companies Act 1985

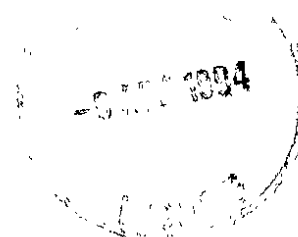
Private Company Limited by Shares

**AMENDED
MEMORANDUM OF ASSOCIATION**

of

FIBROWATT LIMITED
(Amended by a special resolution dated March 28, 1994)

McKenna & Co
Mitre House, 160 Aldersgate Street, London EC1A 4DD
Telephone: 071-606 9000 Fax: 071-606 9100
CDE Box 724
Ref: D1094.RHC



**The Companies Act 1985
Company Limited By Shares**

**AMENDED
MEMORANDUM OF ASSOCIATION**

of

FIBROWATT LIMITED

(Amended by a special resolution dated March 28, 1994)

1. The Company's name is "FIBROWATT LIMITED"
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-
 - 3.1 to carry on the business of a holding company in all its branches including to acquire by purchase, exchange, subscription or otherwise and to hold the whole or any part of the shares, stocks, debentures and other securities and interests of and in any corporations, companies, associations or firms for the time being engaged, concerned or interested in any industry, trade or business and to promote the beneficial co-operation of any such corporations, companies, associations or firms as well with one another as with the Company and to exercise in respect of such investments and holdings all the rights, powers and privileges of ownership including the right to vote thereon and to carry on all or any of the following businesses: representatives, agents, factors, distributors, importers, exporters, manufacturers and wholesale and retail dealers for or on behalf of any individual, company, firm or other body or as principals in and

¹ This Memorandum of Association was amended by substitution of a new objects clause (Clause 3) pursuant to a special resolution passed on 28th March 1994

about every kind of marketable product, process, materials and services of whatever description, and for these purposes to negotiate and handle contracts and agreements of all kinds, to act as representatives and agents of and for any individual, company, firm, association, authority, organisation or other body in any part of the world and for any purpose whatever, to tender for and to place contracts, investments and other rights, to act for and to provide all kinds of services, agencies and consultancies to all or any parties or prospective parties to any contract or other agreement, and to carry on business as advertising and publicity agents, sales promoters, marketing and market research specialists, direct selling and mail order specialists, exhibition and display contractors and promoters, merchandising agents, warehousemen, storers, packers, customs house brokers, shipping and forwarding agents, clearing agents, wharfingers, insurance brokers, carriers, hauliers and providers of all kinds of facilities in connection with or ancillary to any of the above businesses and all other businesses at the discretion of the directors;

- 3.2 to carry on the business of the promotion, development, financing, construction and operation of plants generating electricity and/or steam, heat or other forms of energy using poultry litter, other biomass or any other fuels (whether on its own behalf or as agent)
- 3.3 to produce and sell electricity, steam, heat or other forms of energy and to license or otherwise deal with the technology developed by the Company for the production of electricity, steam, heat or other forms of energy; to carry on all or any of the business of agricultural engineers and contractors, manufacturers, merchants, hirers and letters on hire of, and dealers in tractors, agricultural, horticultural and dairy implements, machinery and utensils of all kinds, contractors for tractor work, ploughing and all operations connected with the cultivation of the soil; farmers, graziers, millers and corn merchants, stock and poultry breeders, producers, raisers and growers of, and dealers in agricultural, horticultural, farm, garden and orchard produce of all kinds and provision merchants, manufacturers and merchants of, agents for, and buyers, keepers, breeders, exporters and commission salesmen of, and dealers in cattle, horses, sheep, pigs, poultry and all kinds of live and dead stock, haulage and cartage contractors, garage proprietors, builders and contractors, builders' merchants, coal, coke and timber merchants, and general merchants, agents and traders; and to buy, sell, manufacture, repair, alter, hire, let on hire, export, import and deal in plant, machinery, appliances, apparatus, utensils, materials, produce, articles and things of every description capable of being used in connection

with the foregoing businesses, or any of them or like to be required by any of the customers of, or persons having dealings with the Company;

- 3.4 to establish, maintain and operate a management, financial, advisory and investment service; to act as advisers, and consultants on all matters affecting the financial and investment arrangements of any person, firm or company and to examine, report, review and advise on any proposals, suggestions and recommendations received by such person or persons, firm or company from whatever source and to aid in the promotion, formulation and carrying into effect of all manner of schemes and arrangements for or relating to the development, amalgamation, acquisition, merger, co-ordination, co-operation, reconstruction or re-organisation in any manner of persons, firms, companies, corporations, partnerships, businesses and undertakings of all kinds; to carry out any check, scrutiny, investigation and audit of the procedures, methods and administrative practices of any person's, firm's or company's financial investment or general management arrangements with the object of ensuring their maximum efficiency, to employ, train and exploit the services of agents, salesmen, directors executives, interpreters, translators, staff and personnel of all kinds and to collect, compile and circulate information, statistics and data of every description relating to matters of all kinds, to carry on all or any of the businesses of insurance brokers and agents, financiers, financial agents, company promoters, bill discounters, mortgage brokers, rent and debt collectors, stock and share brokers and dealers, and 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 or organisations of any description;
- 3.5 to act as design agents and consultants, to create, establish, build up, operate and maintain an organisation for the promotion, management, recommendation and introduction of design work of every description to persons, firms or companies and for the design, manufacture, import, export, sale, supply, distribution, transportation, advertisement, application or introduction of products, goods, wares and merchandise of all kinds and to provide, create, establish and maintain a service and an organisation for, and to act as specialists in planning and preparing designs, drawings, plans, models and the like for use in connection with printing and other trades, projects and undertakings of every description, computer services, programming and systems analysis, to collect, compile and circulate information, statistics and data of every description; to hire and let on hire staff and personnel of every kind, to act as advisers on all

matters relating to the planning, specification, estimating, reporting, alternative methods of layout and other design problems and to collect and disseminate information and data of all kinds in connection therewith, to advise on possible systems and layouts and to supply estimates as to costs; to supply specifications, to obtain tenders and quotations, to draw up contracts, to obtain and place orders, to make applications for financial assistance and grants in respect of design projects, to undertake supervision for design contracts; printers; agents, commercial and manufacturing stationers. and to manufacture, buy, sell and deal in plant, machinery, tools implements, materials, commodities, substances, articles and things of all kinds necessary or useful for carrying on the foregoing businesses, or any of them, or likely to be required by customers of, or persons having dealings with the Company.

- 3.6 to buy, sell, export, manufacture and deal in all kinds of goods, stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes;
- 3.7 to apply for, purchase or otherwise acquire any patents, licences, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, *sell, dispose of or otherwise turn to account, the rights and information so acquired;*
- 3.8 to sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company;
- 3.9 to carry on the business of commission agents, factors, general merchants and dealers in every description of goods, exporters and importers, concessionaries, wholesale and retail traders, carriers, warehousemen, designers, advertising contractors or agents, or trustees, brokers or agents for any company;
- 3.10 to manufacture, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances and other articles which may be advantageous to the Company or which

any of the customers or other companies having dealings with the Company may from time to time require;

- 3.11 to carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company;
- 3.12 to purchase, take on lease or licence or in exchange, apply for, hire, renew or otherwise acquire and hold for any estate or interest, and to sell, let, license or otherwise dispose of, in whole or in part, any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other real and personal property of any kind including all of the assets of the Company and to perform any services or render any consideration and to construct, equip, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit;
- 3.13 to enter into partnership or any other arrangement for sharing profits or joint adventure or co-operation with any company carrying on, engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to subsidise or otherwise assist any such company;
- 3.14 to invest and deal with moneys of the Company not immediately required in or upon such investments (other than shares in the Company) and in such manner as may from time to time seem expedient;
- 3.15 to lend or advance money or otherwise give credit or provide financial accommodation to any company with or without security and otherwise on such terms as may seem expedient and to deposit money with any company;
- 3.16 to guarantee, grant indemnities in respect of, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company the performance of the contracts or obligations of, and/or the repayment or payment of the principal and premium of, and/or interest or dividends on, any securities or obligations of any company, whether or not having objects or engaged or intending to engage in businesses similar to those of the Company, notwithstanding

the fact that the Company may not receive any consideration or advantage, direct or indirect, from entering into any such guarantee or other arrangement or transaction contemplated herein (including, in particular, but without detracting from 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);

- 3.17 to borrow and raise money and to accept money on deposit to secure or discharge any debt or obligation of or binding on the Company or any other company and, in particular, by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue of securities of any description;
- 3.18 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, shipping documents and other negotiable or transferable instruments, and to buy, sell and deal in foreign currencies;
- 3.19 to guarantee the payment of dividends on any shares in the capital of any of the corporations, companies or associations in which this Company has or may at any time have an interest, and to become surety in respect of, endorse, or otherwise guarantee the payment of the principal of, or interest on, any shares, scrip, bonds, coupons, mortgages, debentures, debenture stock, securities, notes, acceptances, drafts, bills of exchange or evidence of indebtedness issued or created by any such corporations, companies or associations;
- 3.20 to become surety for, or to guarantee the carrying out and performance of, any and all contracts, leases and obligations of every kind, of any corporation, company or association, any of whose shares, scrip, bonds, coupons, mortgages, debentures, debenture stock, securities, notes, drafts, acceptances, bills of exchange or evidence of indebtedness are at any time held by or for the Company, or in which the Company is interested or with which it is associated, and to do any acts or things designed to protect, preserve, improve or enhance the value of any such shares, scrip, bonds, coupons, mortgages, debentures, debenture stock, securities, notes, drafts, bills of exchange or evidence of indebtedness;

- 3.21 subject to such terms and conditions as may be thought fit, to undertake on a speculative basis or otherwise, interest rate and currency swaps, options (including traded options), swap option contracts, exchange contracts, futures contracts or other financial instruments, including agreements of any kind, all or any of which may be on a fixed and/or floating rate basis and/or in respect of Sterling (and any other currencies or basket of currencies including, but not limited to, European Currency Units (as the same may from time to time be designated or constituted)) or commodities of any kind;
- 3.22 to grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including directors) of the Company or of any company in which the Company (directly or through other companies) holds shares or of any predecessor in business of the Company or of its holding company, or to their dependants or relations or connections, and to make payments towards insurance for any such purpose, and to establish or support trusts, funds or schemes (whether contributory or non-contributory) for any such purposes or any other institutions, trusts, funds, schemes, clubs and conveniences calculated to benefit such persons;
- 3.23 to promote or assist in promoting any company or companies in any part of the world and to subscribe for shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit the Company;
- 3.24 to amalgamate with any other company in any manner whatsoever (whether with or without a liquidation of the Company);
- 3.25 to procure the Company to be registered or recognised in any country or place in any part of the world;
- 3.26 to compensate for loss of office any directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged;
- 3.27 to pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the Company or any company promoted by the Company, the

issue of the capital of the Company or any such other company, the negotiations between the promoters preliminary to the formation of the Company, the acquisition by the Company of any property or assets and the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid;

- 3.28 to insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company;
- 3.29 to act as directors or managers of, or to appoint directors or managers of, any subsidiary company or any other company in which the Company is or may be interested;
- 3.30 to contribute by donation, subscription, guarantee or otherwise to any public, general, charitable or other useful object whatever;
- 3.31 to distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- 3.32 to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, subsidiaries or otherwise; and
- 3.33 to do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared that the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere. The intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed, be in no way limited or restricted by reference to or inference from the terms of any other paragraph, from the name of the Company or from the order in which such objects are stated, 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 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.

We the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Name and addresses of Subscribers	Number of shares taken by each Subscriber
1. Instant Companies Limited 2 Baches Street London N1 6UB	- One
2. Swift Incorporations Limited 2 Baches Street London N1 6UB	- One
Total shares taken	- Two

Dated the 19th day of March, 1991.

Witness to the above Signatures:-

Mark Anderson
2 Baches Street
London N1 6UB

²On 29th March 1993 the Company's share capital was sub-divided into 10,000 shares of £0.01 each

Registered No.2595814

"3"


Chairman

The Companies Act 1985

Private Company Limited by Shares

**NEW
ARTICLES OF ASSOCIATION**

of

FIBROWATT LIMITED
(Adopted by a special resolution passed on 28 March 1994)

McKenna & Co
Mitre House, 160 Aldersgate Street, London EC1A 4DD
Telephone: 071-606 9000 Fax: 071-606 9100
CDE Box 724

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**The Companies Act 1985
Private Company Limited by shares**

NEW ARTICLES OF ASSOCIATION

of

FIBROWATT LIMITED

(Adopted by a special resolution passed on 28 March 1994)

PRELIMINARY

1. Definitions

In these articles the following words and expressions have the meanings set opposite them:-

"Act"	the Companies Act 1985
"these articles"	these articles of association as originally adopted or as altered from time to time
"Table A"	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
"Relevant Agreement"	any agreement from time to time to which the Company is a party and which contains inter alia provisions governing its affairs and the relationship between shareholders in it

"Statutes" every statute (including any statutory instrument, order, regulation or subordinate legislation made under it) for the time being in force concerning companies and affecting the Company

2. Table A

The regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these articles. Regulations 8, 17, 24, 40, 41, 50, 64, 73 to 80 inclusive 82, 89 and 118 of Table A shall not apply to the Company.

3. Conflict between these articles and Table A

In event of any ambiguity or inconsistency between such regulations and these articles, the provisions of these articles shall prevail.

SHARE CAPITAL

4. Share capital

The capital of the Company (at the date of adoption of these articles) is £100, divided into 10,000 shares of £0.01 each.

5. Disapplication of statutory pre-emption provisions

The provisions of section 89(1) of the Act shall not apply to the Company.

6. Allotment of shares

- 6.1 Unless with the prior written consent of each member, the directors shall have no power to issue unissued shares and, save as aforesaid shall not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the same.

7. Company's lien

The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time and in respect of that share, and the Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all monies owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such monies are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

TRANSFER OF SHARES

8 Instrument of transfer

The instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof, provided that in the case of a partly-paid share the instrument of transfer must also be executed by or on behalf of the transferee.

9. Rights of pre-emption

9.1 No transfer of any shares or any interest in any shares shall be made by any member unless the following provisions are complied with in respect of such transfer.

9.2 Any member, or person entitled to shares by way of the death or bankruptcy of any member, who wishes to transfer shares or any interest (whether legal or beneficial) in shares (the "Vendor") shall give to the Company notice of such wish in writing (the "Transfer Notice"). Subject as hereinafter mentioned, a Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified in the Transfer Notice (the "Sale Shares") at a price (the "Sale Price") to be agreed upon by the Vendor and the directors or, in the absence of such agreement, at the price which the auditors of the Company (acting as experts and not as arbitrators) shall certify to be in their opinion the fair value of the Sale Shares as at the date of the Transfer Notice as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the

business of the Company as a going concern but without taking into account (if it be the fact) that the Sale Shares constitute a minority or, majority or half interest.

- 9.3 The auditors' certificate shall be binding upon all parties.
- 9.4 If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate furnish a copy thereof to the Vendor and the Vendor shall be entitled, by notice in writing given to the Company within 28 days of the service upon him of the said copy, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the Vendor. Except as otherwise expressly provided in this article, a Transfer Notice shall not be revocable except with the consent of all the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Vendor bears all costs arising therefrom.
- 9.5 Upon the Sale Price being agreed or fixed as aforesaid and provided the Vendor does not give notice of withdrawal as aforesaid the directors shall forthwith by notice in writing offer to the other members the Sale Shares at the Sale Price pro rata to their existing holdings. Such offer shall be open for a period of 28 days from the date of the notice (the "Acceptance Period"). If the other members shall within the Acceptance Period apply for all or any of the Sale Shares the directors shall allocate the Sale Shares amongst the other members, in the case of competition in proportion to their then existing holdings of shares in the capital of the Company (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by such applicant).
- 9.6 If within the Acceptance Period any member (the "Transferee") accepts the offer of the Sale Shares at the Sale Price the directors shall forthwith give notice in writing (the "Acceptance Notice") of such acceptance to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares accepted by that Transferee shall be completed.
- 9.7 The Vendor shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares the chairman of the Company or some other person appointed by the directors shall, in order to secure

the Vendor's obligations hereunder, be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares to the Transferee against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferee shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer the Transferee shall be entitled to insist upon its name being entered in the register of members as the holder by transfer of the Sale Shares. The Company shall forthwith pay the Sale Price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the name of the Transferee has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- 9.8 If the offer of the Sale Shares at the Sale Price shall not be accepted in whole or in part by the Transferees within the Acceptance Period then the Vendor for a period of 6 months thereafter shall be at liberty to transfer all or any of the Sale Shares not so accepted to any person at a price not being less than the Sale Price provided that the directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the purchaser and if not so satisfied may refuse to register the relevant instrument of transfer.
- 9.9 If, upon transferring the Sale Shares in accordance with the provisions of this article, the Vendor is as a consequence required by any agreement to which the Company is a party to procure that a director or directors appointed by it shall resign the Vendor shall procure the same.
- 9.10 Notwithstanding the foregoing provisions of this article the directors may decline to register any transfer of any share on which the Company has a lien.
- 9.11 The restrictions on transfer contained in this article shall not apply to:-
- 9.11.1 any transfer approved in writing by all the members or made pursuant to or in accordance with the provisions of any Relevant Agreement; or

9.11.2 any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction;

provided that it must be proved to the reasonable satisfaction of the directors that the transfer bona fide falls within one of these exceptions.

9.12 For the purposes of this article and other relevant provisions of these articles the following shall be deemed (without limitation) to be service of a Transfer Notice:-

9.12.1 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;

9.12.2 any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing; or

9.12.3 the death or bankruptcy of any member.

9.13 If any member of the Company enters into a transaction of the kind referred to in article 9.12 or otherwise attempts to transfer any shares otherwise than in accordance with this article, or if any member, in the case of an individual member, dies or becomes bankrupt, or in the case of a corporate member, enters into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffers a receiver to be appointed of any of its assets, such member shall be deemed to have given a Transfer Notice in respect of all shares held by such member or by any nominee for him respectively immediately prior to that event.

9.14 In respect of any Transfer Notice deemed to have been given under articles 9.12 or 9.13 article 9.4 shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice.

9.15 Where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him then article 9.14 shall apply.

9.16 For the purpose of ensuring that a transfer of shares is duly authorised hereunder, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given hereunder, the directors may require any member or the legal representatives of a deceased member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after such request, 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, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares. If the directors do so require and the notice is not duly given within one month from the date of its being so required, such notice shall be deemed to have been given at the expiration of such period and the provisions of this article shall take effect accordingly.

9.17 Subject to article 9.16 the directors shall register any transfer made pursuant to or permitted by the foregoing provisions of this article, but shall refuse to register any other transfer.

GENERAL MEETINGS

10. Quorum for a general meeting

No business shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business. Two members present in person or by proxy (or, in the case of a member being a corporation, by representative) shall be a quorum for all purposes.

11. Adjournment

11.1 If within half an hour from the time appointed for any general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week but one (or if that day be a holiday to the next working day thereafter) and at the same time and place or to such other date time and place (not being more than 30 days nor less than 10 days after the date appointed for the adjourned meeting unless so agreed by the holders of not less than nine tenths in nominal value of the shares entitled to vote at the meeting) as the directors may determine.

11.2 If at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the member or members present shall be a quorum.

11.3 Where a meeting is adjourned under article 11.1 for 10 days or more not less than 7 days notice of the adjourned meeting shall be given as in the case of an original meeting.

DIRECTORS

12. Number of directors and appointment

12.1 The directors shall be not more than ten in number.

12.2 If any member from time to time has the right pursuant to any Relevant Agreement to appoint or remove a director he shall be entitled to exercise such right by means of notification of the appointment or removal in writing to the Company at its registered office.

13. No directors' shareholding qualification

A director (including an alternate director) shall not require any shareholding qualification, but shall nevertheless be entitled to notice of and shall be entitled to attend and speak at any general meeting.

POWERS AND DUTIES OF DIRECTORS

14. Directors' interests

Subject to the provisions of the Statutes a director (including an alternate director) may contract with and participate in the profits of or be interested in any contract or arrangement with the Company as if he were not a director. A director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company and the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered. Regulations 94 and 97 of Table A shall not apply to the Company.

DISQUALIFICATION OF DIRECTORS

15. Disqualification

Regulation 81 of Table A shall be amended by substituting for paragraphs (c) and (e) thereof the following provisions:-

"(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."

16. No age limit for directors

No director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.

PROCEEDINGS OF DIRECTORS

17. Quorum

The directors may subject to these articles meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they think fit. The quorum necessary for the transaction of business at any meeting of the directors or of any committee shall comprise two directors.

18. Votes at board and committee meetings

Questions arising at any meeting of the directors or of any committee shall be decided by a majority of votes of the directors present and the chairman shall have a second or casting vote.

19. Participation at meetings by telephone

Any director or member of a committee of directors may participate in a meeting of the directors or such committee by means of conference telephone or any other communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and any person so participating shall be entitled to vote and be counted in a quorum accordingly.

20. Notice to directors outside the United Kingdom

Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom."

the following sentences:-

"Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom (which address shall include any telex, facsimile or electronic mail number)."

NOTICES

21. Form of notice

Any notice required by these articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

INDEMNITY

22. Officers' indemnity

Subject to the provisions of the Statutes but without prejudice to any indemnity to which a director may otherwise be entitled, every director, secretary, auditor or other officer of the Company shall be entitled to be indemnified by the Company against all losses and liabilities sustained or incurred by him in the execution of his duties or in the exercise of his powers or otherwise in connection with his office including, but without prejudice to the generality of the foregoing, any liability incurred by him (a) in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or which are otherwise disposed of without any finding or admission of any material breach of duty on his part or (b) in connection with any application in which relief is granted to him by the court from liability in respect of any act or omission done or alleged to be done by him as an officer or employee of the Company.

23. Directors' power to purchase indemnity insurance

The directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company insurance against any such liability as is referred to in section 310(1) of the Act.