

LAW 536 LIMITED

---

NEW  
ARTICLES OF ASSOCIATION


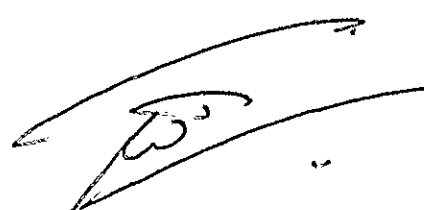
---

*Document No 10*

TAYLOR JOYNSON GARRETT  
Carmelite  
50 Victoria Embankment  
Blackfriars  
London EC4Y 0DX

Tel: 071 353 1234  
Fax: 071 936 2666  
DX: 41 London

Ref: DJT/DJF

THE COMPANIES ACTS 1985 TO 1989

---

COMPANY LIMITED BY SHARES

---

ARTICLES OF ASSOCIATION

of

LAW 536 LIMITED

(Adopted by written resolution of the shareholders of the  
Company dated 11 January 1994)

PRELIMINARY

1. Subject as otherwise provided in these articles the regulations contained in Table A in the first schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 ("Table A") shall constitute the regulations of the Company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail.
2. Regulations 40, 50, 53, 64 to 69 (inclusive), 73 to 76 (inclusive), 81, 84, 87 to 89 (inclusive), 93, 94, 101, 112, 115 and 118 of Table A shall not apply to the Company.
3. (1) In these articles the following words and phrases shall bear the following meanings:

"the Act"	the Companies Act 1985 as amended by the Companies Act 1989;
"Allocation Notice"	shall have the meaning ascribed in paragraph (13) of article 14;
"these articles"	these articles of association of the Company as amended from time to time;
"Business Day"	any day other than Saturday, Sunday or any day which is a public holiday in the place or places at which the transaction in

question is being effected or the notice in question is being effected;

"family"

in relation to any individual Original Shareholder shall mean that individual's spouse (which expression shall not include a spouse or former spouse from whom such member is divorced or separated within the meaning of the Matrimonial Causes Act 1973) that individual's father or mother, any descendant of that individual and the spouse of an adopted child and a step child shall be regarded as a descendant of his or her adopter

"family company"

in relation to an individual Original Shareholder shall mean any company which is controlled (within the meaning of Section 416 Income and Corporation Taxes Act 1988) by such individual

"family settlement"

in relation to any individual Original Shareholder shall mean any settlement, irrespective of the identity of the settlor, under which no person other than such individual and/or the persons in such individual's family (including descendants not yet born) is entitled to a beneficial interest

"group company"

in relation to a corporate Original Shareholder shall mean any holding company or subsidiary (as defined in Section 736 of the Act) of that corporation and any other subsidiary of any such holding company

"Original  
Shareholder"

the members of the Company at the date on which these articles are adopted or any person designated as an "Original Shareholder" by unanimous resolution of the then "Original Shareholders" and in any such case for so long as such person or his permitted

transferee(s) is or are the registered holder of shares in the Company and has or have not been required to give a transfer notice pursuant to article 14;

"permitted transfer" shall mean:

(i) any transfer by an Original Shareholder to a person in his or her family

(ii) any transfer by an Original Shareholder to his or her family company

(iii) any transfer by an Original Shareholder to the trustees of his or her family settlement

(iv) any transfer on an appointment of new trustees of a family settlement

(v) any transfer by trustees of a family settlement of an Original Shareholder to a beneficiary under that family settlement

(vi) any transfer by a corporate Original Shareholder to a group company

(vii) any transfer by a corporate Original Shareholder to a corporation formed to acquire the whole or a substantial part of the undertaking and assets of such corporate Original Shareholder as part of a scheme of amalgamation or reconstruction

"permitted transferee"

a person to whom a permitted transfer may be made under article 13;

"Prescribed Price"

shall have the meaning ascribed to it in paragraph (5) of article 14;

"Purchaser"

shall have the meaning ascribed in paragraph (13) of article 14;

"shares offered"	shall mean the share or shares the subject of a Transfer Notice;
"Secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;
"Subsidiaries"	the subsidiaries of the Company from time to time and "subsidiary" shall have the meaning ascribed thereto in Section 736 of the Act;
"Table A"	as defined in article 1;
"Transfer Notice"	shall mean a notice given under paragraph (1) of article 14 or deemed to have been given under the provisions of paragraphs (2) (3) (4) or (18) of article 14;
"the Valuers"	shall mean the independent firm of Chartered Accountants appointed pursuant to the provisions of paragraph (5) of article 14;
"Vendor"	shall mean the holder of the shares offered and shall include any person entitled to the shares offered in consequence of the death bankruptcy or liquidation of a member.

3. (1) In regulation 1 of Table A, the words "and in the articles of association adopting the same" shall be inserted after the word "regulations" in line one and the full stop at the end of the regulation shall be deleted and replaced by a semi colon and the following shall be inserted "words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine, and words importing persons shall include corporations."
- (2) In line two of regulation 18 of Table A and line one of regulation 77 of Table A the word "less" shall be replaced by the word "fewer".
- (3) Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a

corporation) by a duly authorised representative and shall include presence which is deemed in accordance with these articles (and "present" shall be construed accordingly).

#### SHARE CAPITAL

4. (1) The share capital of the Company at the date of the adoption of these articles is £300,000 divided into 300,000 ordinary shares of £1 each.
- (2) The rights attached to any class of shares may (whether or not the Company is being wound up) be varied by a resolution of the directors and with either the consent in writing of the holder or holders of not fewer than 75% in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of the class but not otherwise.
- (3) To every such separate meeting aforesaid all provisions applicable to general meetings of the Company or to the proceedings thereat shall mutatis mutandis apply except that the necessary quorum shall be one person present and holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as so defined is not present the member or members present shall be a quorum) and that any holder of shares of the class present may demand a poll and such holders shall on a poll have one vote in respect of every share of such class held by them respectively.

#### SHARES

5. (1) Subject to the provisions of Table A and to the provisions of these articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only

apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these articles.

(2) Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement.

(3) The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these articles) for a further period not exceeding five years.

6. (1) Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities by the Company. The shares comprised in the authorised share capital at the date of the adoption of these articles shall be at the disposal of the directors as they think proper but, unless otherwise determined by special resolution of the Company in general meeting or with the assent of all the members, any equity securities which are not comprised in the authorised share capital at the date of the adoption of these articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to each person who holds shares of the same class in the Company as the equity securities in question in proportion as nearly as is practicable to the proportion in nominal value held by him of the aggregate of such shares in issue.

(2) Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or if earlier on

receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these articles, dispose of such equity securities as have not been taken up in such manner as they think proper.

RENOUNCEABLE ALLOTMENT LETTERS

7. Where any renounceable allotment letters or other renounceable documents are issued by the Company in respect of the issue or offer of any shares, the directors may at their discretion impose such restrictions as they may think fit upon the right of any allottee or other person to whom the offer is made to renounce the shares so allotted or offered.
8. The Company is a private company and accordingly the following are prohibited:
  - (1) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
  - (2) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

LIEN

9. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

10. No share and no interest in shares shall be transferred to any person otherwise than in accordance with the provisions of these articles.
11. The instrument of transfer of any fully paid shares shall be executed by or on behalf of the transferor, but need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect thereof. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee.



12. No shares and no interest in shares shall be transferred to any infant, bankrupt or person of unsound mind and the directors shall refuse to register any such transfer.

Permitted Transfers

13. (a) The restriction on transfer contained in paragraph (b) of this article shall not apply to a permitted transfer and the Directors shall register the permitted transferee as the holder of the shares in question provided that the Directors are satisfied that the transfer bona fide falls within this exception.

Pre-emption Rights

- (b) Subject to paragraph (a) above no share shall be transferred to any person unless and until the rights of pre-emption conferred in article 14 shall have been exhausted provided always that in relation to any proposed transfer or transfers to any particular transferee or transferees named by the transferor all the members (including any person entitled to shares in consequence of the death bankruptcy or liquidation of a member) may by written notice to the Company signed by or on behalf of each of them declare that all or any of the provisions in article 14 shall not apply to such proposed transfer or transfers and in such event this article shall be modified accordingly.

Any notice given under this paragraph may consist of one or more documents (including a telex, facsimile, cable or telegram) each signed by or on behalf of or otherwise emanating from the signatories.

Transfer Notices

14. (1) Any member who desires to transfer any share otherwise than as permitted under article 13 shall give notice in writing to the Company of such desire stating the number of shares desired to be transferred and stating the price at which that member wishes to sell.
- (2) If an Original Shareholder shall:
- (a) die; or
  - (b) have a bankruptcy order made against him or her; or

- (c) being a corporate member go into receivership or liquidation or have an administration order made in respect of it;

any person becoming entitled to a share in consequence thereof shall ipso facto be deemed to have served a Transfer Notice in respect of the shares registered in the name of the Original Shareholder and/or the names of his or her permitted transferees.

- (3) If there is any assignment of beneficial ownership or the creation of any trust in respect of any share or if any charge, option, lien or other encumbrance whatsoever over or in respect of any share other than a lien in favour of the company shall become enforceable or if any charge shall occur in the person who has control (within the meaning of Section 416 of the Income and Corporation Taxes Act 1988) of any corporate member of the Company who is an Original Shareholder the holder of the share so dealt with or as the case may be the relevant corporate member shall thereupon forthwith serve and in default shall be deemed to have served a Transfer Notice in respect of the share so dealt with or, as the case may be, all the shares registered in the name of the relevant corporate member and/or the name of its permitted transferees.

- (4) In the event that:

- (a) any permitted transferee being a spouse of an Original Shareholder shall be divorced from the Original Shareholder or shall die or shall have a bankruptcy order made against him or her or if any other individual permitted transferee shall die or shall have a bankruptcy order made against him or her;
- (b) any corporate permitted transferee shall cease to be a family company or to be a group company (as the case may be) in relation to the Original Shareholder from whom or which it acquired its shares in the company or shall go into receivership or liquidation or have an administration order made in respect of it;

a Transfer Notice shall ipso facto be deemed to

have been served in respect of the shares registered in the name of such permitted transferee and which had been acquired by such permitted transferee from such Original Shareholder.

Prescribed Price

- (5) Upon a Transfer Notice being given or deemed to have been given to the Company, the Prescribed Price shall (unless the Vendor and the directors at any time prior to the service of notice under paragraph (8) of this article otherwise agree - in which case the Prescribed Price shall be the price so agreed) be such price as shall have been irrevocably agreed to be paid (subject only to compliance with the provisions of this article) by any person (including any member of the Company) for the shares offered or, at the option of the Vendor (to be exercised by notice in writing within 7 days after the Transfer Notice is given or, in the case of a deemed Transfer Notice after the directors shall become aware of the circumstances giving rise thereto and serve a notice in accordance with paragraph 18 of article 14), a price certified by such firm of independent chartered accountants as shall be agreed between the Vendor and the directors or, in default of agreement within a further 7 days from receipt by the Company of notice of exercise of the option, such firm as shall be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales on the written application of the Company or the Vendor. Such price shall be certified by the Valuers (who shall act as experts and not as arbitrators) as being equal to the value of the whole of the issued share capital of the Company as between a willing vendor and a willing purchaser as at the date of the Transfer Notice multiplied by a fraction the numerator of which is the amount paid up in respect of the shares offered and the denominator of which is the amount paid up in respect of the total number of shares in the capital of the Company in issue at the date when the Transfer Notice was given. The fees and expenses of such firm shall be borne as to one-half by the Vendor and as to the remaining one-half amongst the intending purchaser or purchasers (if any) of the shares offered, including the Company where relevant, in proportion to the numbers of the shares offered

to be purchased by them respectively; but if the Vendor shall withdraw the Transfer Notice under the provisions of paragraph (6) of this article or otherwise if there are no such intending purchasers such remaining half shall also be borne by the Vendor provided that if any person has agreed to purchase shares and shall default on any purchase that Purchaser shall pay such proportion of the total of such fees and expenses as the number of shares he or she agreed to purchase bears to the total number of shares comprised in the relevant Transfer Notice.

- (6) (a) The Company shall as soon as it receives the Valuers' certificate of the Prescribed Price serve a copy thereof on the Vendor who (except in the case of a Transfer Notice served or deemed to have been served pursuant to paragraphs (2) (3) (4) or (18) of this article) may either:

(i) at any time prior to such service or within 7 days after such service; or

(ii) if at any time after completion of the allocation procedures set out in this article not all the shares comprised in the Transfer Notice are agreed to be purchased by the remaining shareholders or any of them;

withdraw the Transfer Notice and cancel the Company's authority hereunder by serving upon the Company written notice of withdrawal.

- (b) Except with the consent of the directors, a Vendor may not otherwise withdraw a Transfer Notice or cancel the Company's authority hereunder.

#### Offer to Members

- (7) If a Transfer Notice is deemed to have been served pursuant to paragraph (4) to this article then forthwith after the Prescribed Price shall have been agreed or certified the Company shall give notice in writing to the Original Shareholder in whose name the shares offered in

such Transfer Notice were last previously registered of the number and Prescribed Price of such shares inviting such Original Shareholder to state in writing within 28 days from the date of the said notice whether the Original Shareholder is willing to purchase at the Prescribed Price any and if so what number of the shares and if such Original Shareholder shall so state then the Company shall forthwith allocate such shares to such Original Shareholder by notice in writing in accordance with the provisions of paragraph (13) of this article. Any shares so allocated shall cease to form part of the shares offered for the purposes of the succeeding paragraphs of this article.

- (8) Forthwith upon the expiry of the period of 7 days after:
- (a) the later of the Prescribed Price having been agreed or certified and unless the Transfer Notice shall have been withdrawn under paragraph 6(a)(i) or 6(b) of this article or, where paragraph (7) above applies;
  - (b) the expiry of the 28 day period referred to in that paragraph the Company shall give notice in writing to each shareholder (other than the Vendor and any Original Shareholder to whom shares have been offered under the provisions of paragraph (7) of this article and any other shareholder who has then served or been deemed to have served a Transfer Notice under paragraphs (1), (2), (3), (4) or (18) of this article and any shareholder who has then served (and not withdrawn) a notice indicating that he does not wish to be offered shares under this paragraph) of the number and Prescribed Price of the shares offered inviting each to state in writing within 28 days from the date of the said notice whether he is willing to purchase at the Prescribed Price any and if so what maximum number of the shares offered.
- (9) Forthwith after the expiration of the period of 28 days referred to in paragraph (8) of this article the directors shall allocate the shares offered amongst the shareholders who shall have notified their willingness to purchase in

accordance with such invitation in accordance with the following paragraphs of this article.

Procedure where number of shares applied for differs from number of shares offered

- (10) If the number of shares applied for shall be equal to or less than the number of shares offered, the shares offered shall be allocated amongst the applicants in accordance with their applications and any balance shall be dealt with in accordance with paragraph (16) of this article.
- (11) If the number of shares applied for shall be more than the number of the shares offered, the shares offered shall (subject to the proviso in paragraph (12) of this article) be allocated amongst the applicants as nearly as practicable in proportion to their holdings of shares, PROVIDED THAT if such allocation would result in the allocation to any applicant of a number of shares in excess of his application, the balance shall be re-allocated in accordance with paragraph (12) of this article.
- (12) Any balance arising under the proviso to paragraph (11) of this article shall be re-allocated among the remaining applicants as nearly as practicable proportionately according to their shareholdings and the proviso to paragraph (11) of this article shall apply to such re-allocation and if necessary the process shall be repeated until all the shares offered shall have been allocated or the relevant applications shall have been satisfied.

Allocation

- (13) The Company shall forthwith give notice of such allocation (hereinafter called an "Allocation Notice") to the Vendor and to each person to whom the shares have been allocated (hereinafter jointly and severally called "the Purchaser") and shall specify in such notice the number of shares allocated to the Purchaser, the Prescribed Price of those shares, and the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the Prescribed Price of the shares allocated is to be paid by the Purchaser and the shares allocated are to be transferred by the Vendor.

- (14) The Vendor shall be bound to transfer the shares comprised in an Allocation Notice to the Purchaser against tender of the Prescribed Price in accordance with the terms thereof and, if the Vendor makes default in so doing, for any reason, the Company may subject as mentioned in paragraph (15) of this article below receive the purchase money and the Directors may authorise some person to execute a transfer of such shares in favour of the Purchaser, and may cause the name of the Purchaser to be entered in the Register as the holder of such shares, and the Company shall hold the purchase money in trust for the Vendor.

Default by Purchasers

- (15) If any Purchaser (in this paragraph called the "Original Purchaser") shall fail to tender the Prescribed Price for the shares comprised in an Allocation Notice addressed to him in accordance with its terms, then without prejudice to paragraph (5) of this article above and to any other remedies which may exist against such Purchaser the Vendor may rescind the sale of the shares in question but failing such rescission within 7 days the Directors shall forthwith re-offer the shares in question in accordance with the provisions of paragraphs (8) to (13) of this article as if the shares in question were the shares offered as defined herein, whereupon if necessary the Company shall issue forthwith new Allocation Notices under paragraph (13) of this article in respect of the shares so re-allocated. The re-allocation of shares under this paragraph shall subject to paragraph (5) of this article and upon completion of the sale of the relevant shares to the new Purchaser relieve the Vendor and the Original Purchaser from any obligations to each other in relation to the shares so re-allocated and to that extent the Allocation Notice issued pursuant to this paragraph shall stand substituted for the Allocation Notice given to the Original Purchaser. This paragraph shall (without prejudice to paragraph (5) of this article and to any remedies which may exist against defaulting Purchasers) continue to apply and be repeated in respect of new Purchasers under new Allocation Notices until all shares have been re-allocated and paid for and if there shall remain any balance not applied for such balance shall be dealt with in accordance with the

paragraph (16) of this article.

Shares not allocated

- (16) If all the shares comprised in a Transfer Notice shall not be allocated under paragraphs (7), (9) to (13) and (15) of this article then any balance arising in accordance with paragraphs (10) or (15) may be transferred by the Vendor to any person at a price not less than the Prescribed Price.

Registration of transfers

- (17) The directors shall not be entitled to refuse to register any transfer of any share made pursuant to the foregoing provisions of this article PROVIDED THAT the approval of the directors shall be necessary for the registration of any transfer of any share on which the Company has a lien. Regulation 24 of Table A shall be modified accordingly.

Directors' powers of investigation

- (18) For the purposes of ensuring that a transfer of one or more shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required or deemed to have been given hereunder, or for the purpose of ascertaining when a Transfer Notice is required or deemed to have been given hereunder, the directors may from time to time require any member or his legal personal representatives or his trustee in bankruptcy or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the directors may think fit regarding any matter which they may deem 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 (where no transfer is in question) to declare by notice in writing to the member concerned that a Transfer Notice shall be deemed to have been given on the date of such notice in respect of shares registered in the name of the member concerned.



PROCEEDINGS AT GENERAL MEETINGS

15. (1) (a) No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon. Two members so present and entitled to vote (being or being a permitted transferee of or duly representing an Original Shareholder) shall be a quorum for all purposes PROVIDED THAT, in circumstances where there is one member only, the quorum for any general meeting shall for all purposes be that member so present.
- (b) If a quorum is not present at any such adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds not fewer than 75% in nominal value of the shares of the Company in issue, any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- (2) A poll may be demanded at any general meeting by the chairman or by any member present and entitled to vote at that meeting. Regulation 46 shall be altered accordingly.
- (3) Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in respect of their right to appoint proxies. Notices of and other communications relating to any general meeting which any member is entitled to receive shall also be sent to the directors and to the auditors for the time being of the Company.
16. (a) At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration by the chairman of the result of the show of hands, demanded in accordance with article 15(1).
- (b) If at any general meeting any votes shall be counted which ought not to have been counted, or have not been counted which ought to have been

counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting.

- (c) In regulation 54 of Table A the words ",not being himself a member entitled to vote," shall be deleted.
- (d) Regulation 57 of Table A shall not apply to the member in circumstances where there is one member only.

17. Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

#### MEMBERS' ASSENT

18. (1) Pursuant to the rights and powers under common law of all members having the right to receive notice of and to attend and vote at general meetings to assent or agree to any matter, such members' assent or agreement to any matter may (without limitation), if written be evidenced by one or more documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the assent or agreement and signed by or on behalf of or otherwise emanating from one or more of such members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.
- (2) The provisions of article 18(1) are in addition to and not exclusive of:

(a) any other rights and powers under common law of all members or any class of members having the right to attend and vote at general meetings to assent or agree to or ratify any matter or to pass any resolution by unanimous written consent; and

(b) any statutory rights of the members or any class of members under sections 381A and 381B of and schedule 15A to the Act,

all of which rights and powers may be exercised by the members as an alternative to the unanimous assent or agreement referred to in article 18(1).

#### PROXIES

19. An 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 that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly.

#### DIRECTORS

20. (1) Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be not fewer than two.
- (2) Any adult person may be appointed or elected as a director whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
- (3) Each Original Shareholder shall be entitled to appoint and maintain one person as a director of the Company and to remove from office the director he or it so appointed and to appoint another person in the place of any person who shall have been so removed or shall have ceased for any reason to be his or its appointed director.
- (4) The directors appointed by the Original Shareholders shall be known as "Shareholder Directors".

- (5) Any appointment or removal of a Shareholder Director pursuant to paragraph (4) of this article shall be effected by notice in writing to the Company signed by on or behalf of the relevant Original Shareholder and shall take effect at and from the time when such notice is lodged at the registered office of the Company or produced to a meeting of the directors of the Company.

#### BORROWING POWERS

21. The directors may exercise all the powers of the Company to borrow or raise money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage or charge over its undertaking, property and uncalled capital, or any part thereof and subject in the case of any security convertible into shares to section 80 of the Act to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### DIRECTORS' INTERESTS

22. (1) A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors.
- (2) A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and

be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit. Regulation 85 of Table A shall be modified accordingly.

- (3) For the purposes of regulation 85 of Table A (as modified by articles 22(1) and (2)) a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the director is interested, a general notice given by a director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

#### DISQUALIFICATION OF DIRECTORS

23. The office of a director shall be vacated immediately:

- (1) If (not being precluded from so doing by the terms of any contract with the Company) by notice to the Company he resigns the office of director; or
- (2) If he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors; or
- (3) If he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a director properly; or
- (4) If he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or
- (5) If he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law.

ROTATION OF DIRECTORS

24. The directors shall not be liable to retirement by rotation and accordingly the words "and may also determine the rotation in which any additional directors are to retire" in regulation 78 of Table A and the second and third sentences in regulation 79 of Table A shall not apply to the Company nor shall any other references to retirement by rotation in Table A.

MEMBERS' APPOINTMENTS

25. A member or members having the right to attend and vote at any general meeting of the Company and holding 75% in nominal value of the shares giving that right may from time to time by notice to the Company remove any director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the Company and not only of such member or members. Any such notice may consist of one or more documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the resolution and each signed by or on behalf of or otherwise emanating from such member or members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.

PROCEEDINGS OF DIRECTORS

26. (1) The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of directors, no fewer than 3 days prior notice of the time and place of each meeting of directors shall be given to each director.
- (2) A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors. Notice of every meeting of the directors shall be given to every director, but the non-receipt of notice by any director shall not invalidate the proceedings at any meeting of the directors.
- (3) The quorum necessary for the transaction of the business of the directors shall be two being the Shareholder Directors or their alternates. In

circumstances where there is one director only, the quorum for any meeting of directors or committee of directors shall be one and that director or his alternate shall exercise all the powers and discretions expressed to be vested in the directors by the regulations of Table A and by these articles.

- (4) Questions arising at a meeting shall be decided by a majority of votes. The chairman shall not have a second or casting vote at meetings of the board.
- 27.
- (1) A resolution in writing of all the directors for the time being entitled to receive notice of meetings of directors shall be as valid and effective as if it had been passed at a meeting of the directors duly convened and held, and may consist of several documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the resolution and each signed by or emanating from one or more of the directors.
  - (2) Any director or member of a committee of the board of directors may participate in a meeting of directors or such committee by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.
  - (3) All directors whether or not absent from the United Kingdom shall be entitled to receive notice of meetings of the directors.
  - (4) Where the Company, having only one member, enters into a contract (other than a contract entered into in the ordinary course of the Company's business) with the sole member of the Company and such sole member is also a director of the Company the terms of such contract shall, unless the contract is in writing, be set out in a written memorandum or be recorded in the minutes of the first meeting of directors

following the making of the contract.

28. Any meetings of a committee appointed under regulation 72 of Table A shall be governed mutatis mutandis by articles 26 and 27 of these articles.

SECRETARY

29. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly.

MANAGING OR EXECUTIVE DIRECTORS

30. (1) The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director.
- (2) The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine.
- (3) The directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any



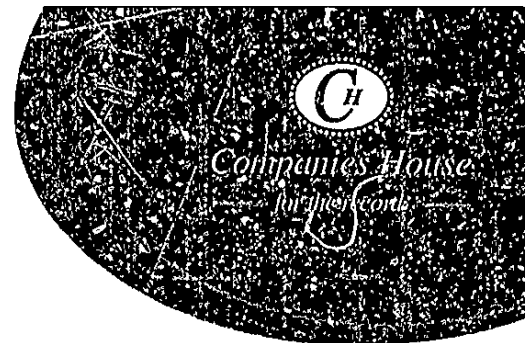
of such powers.

ALTERNATE DIRECTORS

31. (1) Any director may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (2) Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office.
- (3) An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply mutatis mutandis as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. The foregoing provisions of this article 31 shall also apply mutatis mutandis to any meeting of any such committee of which his appointor is a member.
- (4) Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his

appointor as such appointor may by notice to the Company from time to time direct.

- (5) In addition to the right to appoint any other director or any other person to be his alternate director, any director may at any time appoint any other director or any other person to act as a replacement director for him on such terms and subject to such conditions as he may elect and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (6) Any such replacement director (as such) shall not be deemed to be a director by reason of such appointment and except as provided in these articles or in the notice appointing him shall not have power to act as a director nor have any of the responsibilities or duties of a director nor shall he be deemed to be a director for the purposes of these articles other than as specified in paragraphs (7) and (8) of this article. A replacement director shall not be deemed to be the agent of his appointor except in relation to matters in which he acted or failed to act on the direction of his appointor as given in the notice of his appointment.
- (7) A replacement director shall be entitled to attend and vote as a director and to count for the purposes of any quorum at any such meeting at which the director appointing him is not personally present and at which his appointor has authorised him to attend and vote. At any such meeting the replacement director shall be authorised to act in accordance with the authority given to him by his appointor in the notice of his appointment. If a replacement director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is a replacement in addition to his own vote. If a replacement director does not sign the same, the replacement director's signature to any resolution in writing as a director shall be as effective as the signature of his appointor. The foregoing provisions of this paragraph of this article shall apply mutatis mutandis to any meeting of any committee of the directors of which his appointor is a member.
- (8) The provisions of paragraphs (2) and (4) of this article 31 shall apply mutatis mutandis to any



## **NOTICE OF MISSING PAGES FROM THE MICROFICHE RECORD**

**Companies House regrets that pages are missing from documents on this company's microfiche record.**

**This has been noted but unfortunately steps taken to rectify this were unsuccessful.**

**Companies House would like to apologise for any inconvenience this may cause.**

- (3) The Company may dispense with the need for a company seal insofar as permitted by the Act.

NOTICE

34. (1) Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- (2) Any notice to be given under these articles may be delivered personally or sent by first class post (airmail if overseas) or by telex or facsimile.
- (3) The address for service of any notice shall be as follows:
- |  |   |
|--|---|
| in the case of a member or his legal personal representative or trustee in bankruptcy: | such member's address as shown in the Company's register of members of the Company;       |
| in the case of a director:   | his last known address or at the address notified by him to the Company for that purpose; |
| in the case of a meeting of the directors:   | the place of the meeting;   |
| in the case of the Company:  | its registered office; and  |
| in the case of any other person:   | to his or its last known address.   |
- (4) Any such notice shall be deemed to have been served and be effective:
- (a) if delivered personally, at the time of delivery;
  - (b) if posted, on receipt or at the expiry of two Business Days (or in the case of airmail four Business Days) after it was posted, whichever occurs first;
  - (c) if sent by telex or facsimile, at the

time of transmission (if sent during normal business hours, that is 09.30 to 17.30 local time in the place to which it was sent) or (if not sent during such normal business hours) at 09.30 local time in the place to which it was sent next following the sending of the telex or facsimile; and

- (d) if sent by cable or telegram, at the time of delivery.
- (5) In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice was properly addressed stamped and posted or in the case of a telex that the intended recipient's answerback code is shown on the copy retained by the sender at the beginning and end of the message or in the case of a facsimile that an activity or other report from the sender's facsimile machine can be produced in respect of the notice showing the recipient's facsimile number and the number of pages transmitted.
- (6) In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.

#### WINDING UP

- 35. In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

#### INDEMNITY

- 36. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act in which relief is granted to him by the Court, and no director or other

officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.