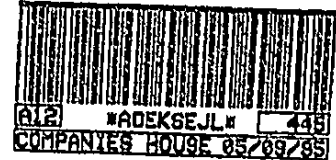


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THE COMPANIES ACT 1985



SPECIAL RESOLUTION OF
BURMAN AVIATION (CHARTER) LIMITED

On the 9th day of May 1995 the following special resolution was duly passed vis

Special Resolution

THAT the Articles of Association of the Company be and are hereby amended in the following manner:

- (1) In Article 2 the figure "50" shall be inserted after the figure "8"
- (2) Article 7 shall be deleted and the following shall be substituted therefor:

"TRANSFER OF SHARES

7. 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:

7.1 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 in shares ("the Vendor") shall give to the Company notice in writing ("the Transfer Notice"). A Transfer Notice shall constitute the Directors the Vendor's agents for the sale of the shares specified in it ("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 thereof 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 and its subsidiaries as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a minority interest.

7.2 The auditors' certificate shall be binding upon all parties.

- 7.3 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 Company. A Transfer Notice shall not otherwise 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 relevant costs.
- 7.4 Upon the Sale Price being fixed or certified and provided the Vendor does not give notice of withdrawal 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 member(s) shall within the Acceptance Period apply for all or any of the Sale Shares the Directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the other member(s) 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).
- 7.5 If within the Acceptance Period the other member(s) ("the Transferee(s)") accept the offer of all or any of the Sale Shares at the Sale Price, the Directors shall forthwith give notice in writing ("the Acceptance Notice") 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 or such of the Sale Shares as are applied for shall be completed.
- 7.6 The Vendor shall be bound to transfer the Sale Shares, or such of the Sale Shares as are applied for, to the Transferee(s) at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares or such of the Sale Shares as are applied for shall be made to the Directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares, or such of the Sale Shares as are applied for, the Chairman of the Company or some other person appointed by the Directors shall 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, or such of the Sale Shares as are applied for, to the Transferee(s) against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferee(s) shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer(s) the Transferee(s) shall be entitled to insist upon their name(s) being entered in the register of members as the holder(s) by transfer of the Sale Shares or such of the Sale Shares as are applied for. The Company shall forthwith pay the 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(s) of the Transferee(s) have 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.

- 7.7 If the offer of the Sale Shares at the Sale Price shall not be accepted in whole or in part by the Transferee(s) 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 to any person(s) 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(s) without any deduction, rebate or allowance of any kind to the Purchaser(s) and, if not so satisfied, may refuse to register the relevant instrument(s) of transfer.
- 7.8 Notwithstanding the above, the Directors may decline to register any transfer of any share on which the Company has a lien.
- 7.9 The restrictions on transfer contained in this Article shall not apply to any transfer approved in writing by all the members.
- 7.10 For the purposes of this Article the following shall be deemed (without limitation) to be service of a Transfer Notice:
 - 7.10.1 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; or

- 7.10.2 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
- 7.10.3 the death or bankruptcy of any member.
- 7.11 If any of the events specified in Article 7.10 occurs or if a member attempts to transfer any shares otherwise than in accordance with this Article 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.
- 7.12 In respect of any Transfer Notice deemed to have been given under Article 7.11:
 - 7.12.1 such notice shall be deemed to contain a provision that unless all the Sale Shares comprised therein are sold by the Company pursuant to this article none shall be sold and any such provision shall be binding on the Company; and
 - 7.12.2 Article 7.3 shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice.

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 7.12.2 above shall apply.

- 7.13 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 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

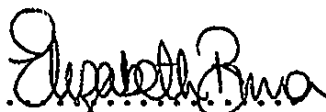
being so required, such notice shall be deemed to have been given at the expiration of such period and the provisions of this Article shall take effect accordingly.

7.14 Subject to Article 7.13 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.";

- (3) After Article 9 a new Article numbered "9A" shall be inserted as follows:

"The penultimate sentence of Regulation 88 of Table A shall not apply to the Company."; and

- (4) In Article 10 the word "three" shall be substituted for the word "two".


~~Director~~ Secretary