

*Certified a
true copy
Hargrave
22-01-2009*

Company Number: 03783705

PRIVATE COMPANY LIMITED BY SHARES

**WRITTEN RESOLUTIONS
OF
CARISBROOKE SHIPPING HOLDINGS LIMITED
(the "Company")**

Circulated on 16th December 2008 (the "Circulation Date")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed with resolutions 1 and 2 being passed as special resolutions, resolution 3 as an ordinary resolution and resolution 4 as a special resolution (the "Resolutions"):

SPECIAL RESOLUTIONS

1. "THAT the 187,600 authorised and issued ordinary shares of £1.00 each in the share capital of the Company registered in the name of and held by Philip Jones (50,000 ordinary shares of £1.00 each), Helen de Jong AS (in respect of its holding of 25,000 partly paid ordinary shares of £1.00 each), Stephen Smith (12,600 ordinary shares of £1.00 each), Robert Wester (75,000 ordinary shares of £1.00 each), and Inmarcon BV (holding 25,000 ordinary shares of £1.00 each) be redesignated and converted into 187,600 A Ordinary shares of £1.00 each."
2. "THAT, the rights attaching to the remaining ordinary Shares of £1.00 each in the share capital of the Company be amended so as not to confer on the holder or holders thereof any entitlement to participate in any dividend or other distribution declared or paid by the Company."

ORDINARY RESOLUTION

3. "THAT 14,000,000 Cumulative Preference shares of 2.375 pence each in the share capital of the Company which have not been taken or agreed to be taken by any person be cancelled and the authorised share capital of the Company be diminished by £332,500."

FRIDAY



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COMPANIES HOUSE

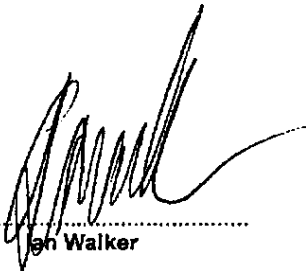
SPECIAL RESOLUTION

- 4 "THAT the articles of association attached to this written resolution be and hereby are adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company."

AGREEMENT

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

The undersigned, being all the members of the Company entitled to vote on the Resolutions on the Circulation Date, hereby irrevocably agree to the Resolutions:



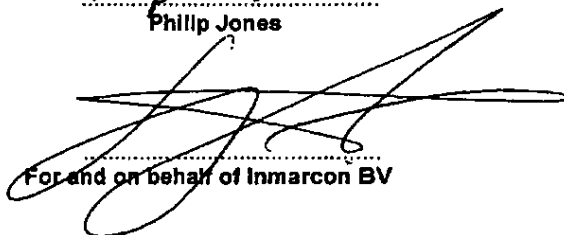
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Ian Walker



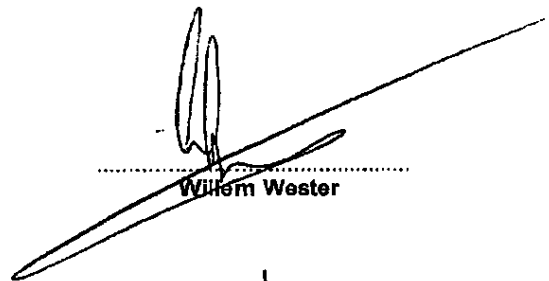
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Greta Croucher



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Philip Jones




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For and on behalf of Inmarcon BV



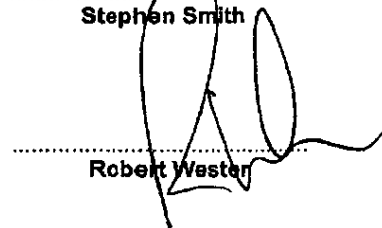
.....
Willem Wester



.....
Helen De Jong AS



.....
Stephen Smith



.....
Robert Wester

NOTES

1. You can chose to agree to all of the Resolutions or none of them but you cannot agree to only some of them. If you agree with all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company.
2. If you do not agree to any of the Resolutions, you do not need to do anything: you will not be deemed to agree if you fail to reply.
3. Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.
4. Unless sufficient agreement has been received for the Resolutions to pass before the end of the period of 28 days beginning on the Circulation Date, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.

Company No: 3783705

Certified a true copy

Director: *SECRETARY*

Date: 22-01-2009

THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION

of

CARISBROOKE SHIPPING HOLDINGS LIMITED

(adopted by a special written resolution passed on 16th December 2008)

PRELIMINARY

1 Preliminary

1.1 The regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended and for the time being in force shall not apply to the Company.

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

2 Definitions And Interpretation

2.1 In these Articles, the words and expressions set out in the first column below shall have the meanings set opposite to them respectively (if such meaning is not inconsistent with the subject or context in which the word or expression is used)

'the Act'	the Companies Act 1985 (as amended) together with any other statutory modifications or re-enactments for the time being in force;
'2006 Act'	means the Companies Act 2006 (to the extent that the provisions of such Act are from time to time in force) and every statutory modification or re-enactment thereof for the time being in force;
'these Articles'	these Articles of Association as from time to time altered;
'Auditors'	means the auditors from time to time of the Company or if they decline to act or determine the Market Value (as defined in Article 38.6), an independent firm of accountants agreed by the parties, or if the parties fail to agree, appointed by the President for the time being of the Chartered Institute of Accountants for England and Wales;
'Bad Leaver'	means a person whose employment with the Company (or with a member of the Group) ceases

	as a result of his being summarily dismissed in circumstances of fraud, dishonesty or gross misconduct, or in any circumstances which under the terms of his service contract or other contract of employment justify summary dismissal;
'the Company'	Carisbrooke Shipping Holdings Limited;
'the Directors'	the directors of the Company from time to time;
'Conflict of interest'	any reference in these articles to a conflict of interest includes a conflict of interest and duty and a conflict of duties
'Euros'	the lawful currency for the time being of those member states of the European Union that have adopted the Euro as their lawful currency in accordance with the legislation of the European Union relating to the Economic and Monetary Union.
'the Group'	the Company and its subsidiary undertakings from time to time and 'member of the Group' is to be construed accordingly;
'month'	a calendar month;
'Office'	the registered office of the Company for the time being;
A Ordinary Shares	the A ordinary shares of £1 each in the Company from time to time (and the expression 'A Ordinary Share' shall be interpreted accordingly);
'Ordinary Shares'	the ordinary shares of £1 each in the Company from time to time (and the expression 'Ordinary Share' shall be interpreted accordingly);
'paid'	paid or credited as paid;
'Register'	the register of members of the Company;
'Seal'	the common seal of the Company and, as appropriate any official seal kept by the Company by virtue of section 40 of the Act;
'Shares'	the issued shares in the capital of the Company from time to time;
'the Statutes'	the Act and every other statute for the time being in force concerning companies and affecting the Company;
'Transfer Office'	the place where the Register is kept for the time being;
'United Kingdom'	Great Britain and Northern Ireland;

'in writing' written or produced by any substitute for writing or partly one and partly another;

'year' a calendar year.

- 2.2 The expressions "debenture" and "debenture holder" shall respectively include "debenture stock" and "debenture stockholder".
- 2.3 The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the Secretary including, but not limited to, a joint, assistant or deputy Secretary.
- 2.4 The expression "shareholders' meeting" shall include both a General Meeting and a meeting of the holders of any class of shares of the Company.
- 2.5 All of the provisions of these Articles which apply to paid-up shares shall apply also to stock, and the words "share" and "shareholder" shall be construed accordingly. The words "shareholder" and "holder" shall also include (subject to the provisions of these Articles and except where the context in which such word is used requires otherwise) the bearer of any share warrant.
- 2.6 Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.
- 2.7 References to any statute or statutory provision shall be construed as relating to any statutory modification or re-enactment of the same for the time being in force (whether coming into force before or after the adoption of these Articles).
- 2.8 Any words or expressions defined in the Act shall (subject as set out in the preceding provisions of this Article) have the same meanings in these Articles (if such meaning is not inconsistent with the subject or the context in which the word or expression is used).
- 2.9 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is required under these Articles.

SHARE CAPITAL

3 Amount and Rights

- 3.1 As at the date of adoption of these articles the authorised share capital of the Company is £1,667,500 divided into 1,479,900 Ordinary Shares and 187,600 A Ordinary Shares.
- 3.2 The Ordinary Shares and the A Ordinary Shares shall rank pari passu in all respects save as set out below:

3.2.1 Dividends

As to income, the A Ordinary Shares shall confer upon the holder or holders thereof the right to participate in any dividend or other distribution declared or paid by the Company. The Ordinary shares shall not confer on the holder or holders thereof any entitlement to participate in any dividend or other distribution declared or paid by the Company.

VARIATION OF RIGHTS

4 Manner Of Variation Of Rights

- 4.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of two thirds in nominal value of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of that class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up.
- 4.2 All the provisions of these Articles relating to General Meetings of the Company and to the proceedings at such General Meetings shall (so far as applicable and with any necessary modifications) apply to any such separate meeting, except that:
- 4.2.1 the necessary quorum shall be at least three persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question and, at any adjourned meeting, the necessary quorum shall be any holder of shares of the class in quorum or his proxy;
- 4.2.2 any holder of shares of the class in question present in person or by proxy may demand a poll; and
- 4.2.3 every such holder shall, on a poll, have one vote for every share of the class held by him.
- 4.3 The preceding provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class, the special rights which are to be varied.

5 Matters Not Constituting Variation Of Rights

- 5.1 The special rights attached to any class of shares having preferential rights shall not, unless expressly provided for in or under the terms of issue of such shares, be deemed to be varied by:
- 5.1.1 the creation or issue of further shares ranking equally in some or all respects with (but not having, in any respect, any priority over) such shares as regards participation in the profits or assets of the Company; or
- 5.1.2 the purchase by the Company of any of its own shares.

ALTERATION OF SHARE CAPITAL

6 Increase Of Share Capital

The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe. All new

shares shall be subject to the provisions of the Statutes and of these Articles in relation to allotment, payment of calls, lien, transfer, transmission, forfeiture and other matters.

7 Consolidation, Subdivision and Cancellation

7.1 The Company may by ordinary resolution:

7.1.1 consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

7.1.2 cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled;

7.1.3 sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject to the provisions of the Statutes). The resolution providing for the sub-division of any share may also provide that, as between the holders of the shares resulting from such sub-division, one or more of the shares may, as compared with the others, have any such preferred, deferred or other special rights, or be subject to any such restrictions, as the Company has power to attach to unissued or new shares.

7.2 Where any difficulty arises in relation to any consolidation or sub-division under Article 7.1, the Directors may settle the same as they think expedient and in particular may make such provision as they think fit for any fractional entitlements which may or would arise, including arrangements under which fractional entitlements are disregarded or the benefit of the same accrues to the Company rather than to the members concerned.

8 Redeemable Shares and Purchase Of Own Shares

8.1 Subject to the provisions of the Statutes, the Company may:

8.1.1 issue shares that are to be redeemed or liable to be redeemed at the option of the Company or holder;

8.1.2 purchase, or may enter into a contract under which it will or may purchase, any of its own shares of any class (including any redeemable shares);

8.1.3 make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issues of shares.

9 Reduction Of Capital

Subject to the provisions of the Act, the Company may by special resolution reduce its share capital or any capital redemption reserve, share premium account or other undistributable reserve in any way.

SHARES

10 Rights Attaching To Shares On Issue

- 10.1 Without restricting or reducing in any way any special rights previously conferred on the holders of any shares or class of shares for the time being in issue, any share in the Company may be issued at any time with such preferred, deferred or other special rights, or subject to such restrictions, whether as regards dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Directors may determine).

11 Authority To Allot

- 11.1 The Directors are generally and unconditionally authorised for the purposes of section 80 of the Act to allot relevant securities of the Company (as defined in section 80 of the Act) up to an aggregate nominal amount equal to the authorised and unissued share capital of the Company at the date of the adoption of these Articles, provided that this authority, unless renewed, shall expire on the date five years from the date on which these Articles are adopted save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after expiry of this authority and the Directors may allot the relevant securities in pursuance of such offer or agreement, as if the authority conferred hereby had not expired.
- 11.2 The Directors are authorised pursuant to section 95 of the Act to allot equity securities (within the meaning of section 94 of the Act) wholly for cash pursuant to the authority conferred on them by Article 11.1 as if section 89(1) of the Act did not apply to any such allotment, provided that this power shall be limited to the allotment of equity securities up to an aggregate nominal amount equal to the authorised and unissued share capital of the Company at the date of adoption of these Articles, and shall expire not more than five years from the date on which these Articles are adopted unless previously varied, revoked or renewed by the Company in general meeting, provided that the Company may, before such expiry, make any offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities pursuant to any such offer or agreement as if the power hereby conferred had not expired.

12 Commissions On Issue Of Shares

The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent permitted under the Statutes. The Company may also on any issue of shares pay such brokerage as may be lawful.

13 Equitable Interests Not Recognised

Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, nor shall the Company be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as may be provided for by these Articles or by the Statutes) any other right in respect of any share, except an absolute right to the entirety of the same in the registered holder or, in the case of a share warrant, in the bearer of the share warrant for the time being.

SHARE CERTIFICATES

14 General

Every share certificate shall be issued under the Seal and shall specify the number and class of shares to which it relates and the amount paid up on such shares. No certificate shall be issued representing shares of more than one class.

15 Joint Holders

Where a share is held jointly by several persons, the Company shall not be obliged to issue more than one certificate for such share and delivery of a certificate to one of the joint holders shall be sufficient delivery to all.

16 Issue Of Share Certificates

Any person (subject as provided in Article 15) whose name is entered in the Register shall, upon the issue or transfer to him of any shares of any class, be entitled without payment to a certificate for the same (in the case of issue) within one month (or such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully-paid shares) within 14 days, or (in the case of a transfer of partly-paid shares) within two months, after the relevant transfer has been lodged.

17 Balance Certificates

Where some only of the shares comprised in a share certificate are transferred, the old certificate shall be cancelled and a new certificate issued for the shares not transferred without charge.

18 Replacement Of Share Certificates

- 18.1 Any two or more certificates representing shares of any one class held by any member may, at his request, be cancelled and a single new certificate for such shares issued in lieu without charge.
- 18.2 If any member surrenders for cancellation a share certificate representing shares held by him and requests the Company to issue in lieu two or more share certificates representing such shares in such proportions as he may specify, the Directors may, if they think fit, comply with such request.
- 18.3 If a share certificate has been damaged or defaced or is alleged to have been lost, stolen or destroyed, a new certificate representing the same shares may be issued to the holder, upon his request and upon delivery up of the old certificate or (if it is alleged that the old certificate has been lost, stolen or destroyed) compliance with such conditions as to evidence and indemnity and the payment of any exceptional out-of-pocket expenses of the Company in connection with the request as the Directors may think fit.
- 18.4 Any such request maybe made by anyone of the joint holders where the shares are held jointly by several persons.

CALLS ON SHARES

19 Power To Make Calls

- 19.1 19.1 Subject to the terms of the allotment the directors may make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, in respect of any premium). A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be made payable by instalments,
- 19.2 Any proposed transfer of Shares pursuant to Articles 38 and/or 39 shall only take effect providing that any monies unpaid on Shares the subject of the proposed transfer (whether on account of the nominal value of the shares or, when permitted in respect of premium) are first paid up so that:
- 19.2.1 a shareholder transferring Shares shall pay up the amount unpaid on the relevant Shares up to but not exceeding the amount to be received by such transferring shareholder in consideration per Share (the "**Consideration**");
- 19.2.2 any amount remaining due to be paid up in excess of the Consideration shall be paid up by the proposed transferee on completion of the transfer or remain to be paid up by such proposed transferee when a call is made on him in accordance with this Article 19.
- 20 Liability For Calls
- Each member shall (if he has received at least 14 days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of such share. A call may be revoked or postponed if and as the Directors may determine.
- 21 Interest On Overdue Amounts
- If a sum called in respect of a share is not paid before or on the day specified for payment, the person from whom the sum is due shall pay interest on that sum from the day specified for payment to the time of actual payment at such rate (not exceeding the base lending rate of National Westminster Bank Plc plus one per cent. per annum) as the Directors may determine. The Directors may in any case or cases waive payment of all or part of such interest.
- 22 Other Sums Due On Shares
- Any sum (whether on account of the nominal value of the share or in respect of any premium) which, by the terms of allotment of a share, becomes payable upon allotment or at any fixed date shall, for all the purposes of these Articles, be deemed to be a call duly made and payable on the date on which by the terms of allotment the same becomes payable. If such sum is not paid, all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
- 23 Power To Differentiate Between Holders
- The Directors may, on the allotment of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.
- 24 Payment Of Calls In Advance

The Directors may, if they think fit, receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or in respect of any premium) uncalled and unpaid upon the shares held by him. Such payment in advance of calls shall extinguish, to that extent, the liability upon the shares in respect of which it is made. The Company may pay interest at such rate as the member paying such sum and the Directors may agree on the moneys so received (until and to the extent that the same would but for such advance become payable).

FORFEITURE AND LIEN

25 Notice On Failure To Pay A Call

25.1 If a member fails to pay in full any call or instalment of a call on or before the due date for payment, the Directors may, at any time after the due date for payment and with the approval of a majority of two thirds of the Directors, serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued on the unpaid amount and any expenses incurred by the Company because of such non-payment.

25.2 The notice shall specify a further day (which must be at least seven days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made. The notice must also state that, if the amount specified in the notice is not paid as required by the notice, the shares on which the call has been made will be liable to be forfeited.

26 Forfeiture For Non-Compliance

If the requirements of any notice given under Article 25 are not complied with, at any time after such non-compliance and before payment has been made of all calls and interest and expenses due in respect of any share in respect of which such notice has been given, any such share may be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited under these Articles.

27 Disposal Of Forfeited Shares

Subject to the provisions of the Statutes, a share which has been forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was, before such forfeiture or surrender, the holder of or entitled to the same or to any other person upon such terms and in such manner as the Directors may think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person. At any time before a sale, re-allotment or disposal, the forfeiture or surrender may be cancelled on such terms as the Directors think fit.

28 Holder To Remain Liable Despite Forfeiture

A member whose shares have been forfeited or surrendered shall cease to be a member in respect of those shares and shall surrender to the Company for cancellation the certificate for such shares. Such member shall, despite the forfeiture or surrender, remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares

together with interest on such sum at an annual rate equivalent to National Westminster Bank Plc's base lending rate from time to time plus one per cent (or such lower rate as the Directors may determine) from the date of forfeiture or surrender until the date of payment. The Directors may, at their absolute discretion, enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or for any consideration received on their disposal or may waive payment in whole or in part.

29 Lien On Partly-paid Shares

The Company shall have a first and paramount lien on every share which is not fully-paid for all moneys (whether then payable or not) called or payable at a fixed time in respect of such share. The Directors may waive any lien which has arisen and may resolve that any share shall, for some limited period, be exempt wholly or partially from the provisions of this Article.

30 Sale Of Shares Subject To Lien

The Company may sell in such manner as the Directors think fit any share on which the Company has a lien. No sale shall be made unless:

30.1.1 some sum in respect of which the lien exists is then payable; and

30.1.2 a notice in writing has been given to the holder for the time being of the share or to the person otherwise entitled to the same stating, and demanding payment of, the sum then payable and giving notice of the intention to sell because of the default; and

30.1.3 fourteen days has expired after the delivery of such notice.

31 Proceeds Of Sale Of Shares Subject To Lien

The net proceeds of such sale (after payment of the costs of such sale) shall be used to pay the amount in respect of which the lien exists so far as the same is then payable. Any balance remaining shall, upon surrender to the Company for cancellation of the certificate for the shares sold, be paid to the person entitled to the shares at the time of the sale if and to the extent that no lien still subsists for sums not yet payable in relation to the shares sold. To effect any such sale, the Directors may authorise some person to transfer the shares sold to, or in accordance with the directions of, the purchaser.

32 Evidence Of Forfeiture

A statutory declaration in writing that the declarant is a Director or the Secretary and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated in such declaration, against all persons claiming to be entitled to the share. Such declaration shall (subject to the execution of a transfer if the share is to be transferred) constitute a good title to the share. The person to whom the share is sold, re-allotted or disposed of shall not be obliged to investigate to whom or where or how the consideration (if any) is paid nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

33 Form Of Transfer

Any share not represented by a share warrant may be transferred by using a written transfer in any usual or common form or in any other form acceptable to the Directors. The form of transfer need not be executed as a deed but must be signed by or on behalf of the transferor and, if the relevant share is not fully paid, also by or on behalf of the transferee. The transferor shall remain the holder of the share concerned until the name of the transferee is entered in the Register as the holder of that share.

34 Right To Refuse Registration and Retain Transfers

34.1 The Directors may decline to accept any form of transfer unless it relates only to one class of share and is lodged (duly stamped if required) at the Transfer Office, together with the relative share certificate(s) and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the form of transfer is executed by some other person on his behalf, the authority of that person so to do).

34.2 The Directors shall refuse to register an allotment or transfer of shares (whether or not such shares are fully-paid):

34.2.1 unless holders of at least two thirds of the Ordinary Shares in issue at the date of such purported transfer or allotment (excluding, for this purpose, the Ordinary Shares the subject of the transfer or allotment) shall have previously consented in writing to such transfer or allotment; or

34.2.2 in the case of partly paid shares or on which any call remains unpaid, unless such unpaid amount is paid as provided in Article 19.2.

If the Directors refuse to register an allotment or transfer they shall send to the allottee or transferee notice of their refusal within two months after the date on which the letter of allotment or transfer was lodged with the Company.

34.3 All forms of transfer which are registered may be retained by the Company.

34.4 Notwithstanding anything contained in these Articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration thereof, where the transferee is a bank or institution to whom such shares have been charged, or any nominee of such bank, institution or nominee or any purchaser from such a bank, institution or nominee or any purchaser from any such purchaser; and a certificate of any official of such bank or institution that the shares are so charged and that the transferee is such a person shall be conclusive evidence of such facts. On presentation of any such transfer, the Directors shall forthwith register the same.

35 No Fee On Registration

No fee will be charged by the Company in respect of the registration of any form of transfer or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

36 Closure Of Register

The registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Directors may from time to time determine. Any such suspension may be a general one for all shares or may relate only to a particular class of shares.

37 Compulsory Purchase.

- 37.1 If a bona fide arm's length offer is made by an "**Offeror**" to the holders of at least two thirds of the Ordinary Shares (for the purpose of this Article 37 the "**Accepters**") which is accepted by such Accepters then, without prejudice to Article 38, no sale or transfer or other disposition of any interest in any Share held by the Accepters shall have any effect unless before the transfer is lodged for registration the Accepters have procured that the Offeror has made a bona fide offer to purchase all of the remaining Shares on the same terms (including as to price) as the offer to the Accepters.
- 37.2 The offer to the relevant remaining shareholders made under this Article 38 shall be in writing, given in accordance with these Articles, open for acceptance for at least 28 days and shall be deemed to be rejected by any shareholder who has not accepted it in accordance with its terms within the time period prescribed for acceptance.
- 37.3 After such Offeror or his nominee has been registered as the holder of Shares transferred in accordance with this Article the validity of such transaction shall not be questioned by any person.

38 Voluntary Transfers

- 38.1 No transfer of a Share shall be permitted except in accordance with the following provisions and no shareholder shall transfer any Share to any person unless and until the provisions of Articles 38.2 to 38.6 (inclusive) have been complied with.
- 38.2 Any shareholder proposing to transfer a Share (the "**Transferor**") shall give notice in writing (a "**Transfer Notice**") to the Directors that he wishes to transfer such Share. In the Transfer Notice the Transferor shall specify:
- 38.2.1 the number and class of Shares which he wishes to transfer (the "**Transfer Shares**") (which may be all or part only of the Shares then held by him); and
- 38.2.2 whether or not he has received an offer from a third party ("**Proposed Transferee**") for the Transfer Shares and, if so, the identity of such Proposed Transferee and the price offered for the Transfer Shares.
- 38.3 A Transfer Notice shall constitute the Company (by the Directors) as the agents of the Transferor to sell the Transfer Shares at the Transfer Price (as defined in Article 38.5) on the terms of this Article 38.
- 38.4 Within fourteen (14) days after their receipt of a Transfer Notice the Directors shall serve a copy of it on the remaining shareholders.
- 38.5 The Transfer Shares shall be offered for purchase (as provided below) at a price per Transfer Share (the "**Transfer Price**") determined in accordance with Article 38.6.
- 38.6 The Transfer Price shall be the market value ("**Market Value**") thereof which shall be either:
- 38.6.1 the price per Transfer Share offered by the Proposed Transferee and agreed between the Transferor and the Company (by the Directors) within thirty (30) days of the date of the Transfer Notice; or

38.6.2 in the absence of such agreement the open market value per Transfer Share as calculated by the Auditors as at the date of the Transfer Notice calculated on the following assumptions:

- (a) valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
- (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (c) that the Transfer Shares are capable of being transferred without restriction; and
- (d) valuing the Transfer Shares as a rateable proportion of the total value of the issued shares of the Company having regard to the nominal value of such shares but otherwise without any premium or discount being attributable to the percentage of the issued share capital of the Company which they represent.

38.7 If any difficulty shall arise in applying any of such assumptions then such difficulty shall be resolved by the Auditors in such manner as they shall in their absolute discretion think fit and in determining the Market Value the Auditors shall act as experts and not as arbitrators and their decision shall be final and binding upon the parties save in the case of manifest error. The Company will use its best endeavours to procure that the Auditors determine the Transfer Price within 21 days of being requested to do so and the costs of the Auditors' certificate of Market Value shall be borne by the Company.

38.8 At the time of the Transfer Notice sent out pursuant to Article 38.4 above and within 14 days of either agreement of the Transfer Price between the Transferor and the Company (by the Directors) or receipt of the Auditors' determination of Market Value pursuant to Articles 38.6 and 38.7 (as relevant) the Directors shall send written notice thereof to all shareholders. The Transfer Shares shall be offered for purchase at the Transfer Price by the Directors to those shareholders who at the date of the offer are registered as the respective holders of Ordinary Shares (other than the Transferor) in proportion to the number of Ordinary Shares then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares; (b) the number of Transfer Shares offered to each individual shareholder (the "Pro-Rata Entitlement"); and (c) a period (being not less than fourteen days and not more than twenty eight days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the individual shareholder in applying for his Pro-Rata Entitlement and for any Shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period, the Directors shall allocate the Transfer Shares in the following manner and in the following order of priority:-

38.8.1 to each shareholder entitled pursuant to Article 38.8 who has agreed to purchase Shares his Pro-Rata Entitlement or such lesser number of Transfer Shares for which he may have applied;

38.8.2 if any shareholder entitled pursuant to Article 38.8 has applied for less than his Pro-Rata Entitlement the excess shall be allocated to the other shareholders (excluding the Transferor) who have applied for any shares in excess of their Pro-Rata Entitlement in proportion to the number of Ordinary Shares then held by them respectively (but without allocating to any shareholder a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this Article 38.8.2

without taking account of any shareholder entitlement whose application has already been satisfied in full.

- 38.9 If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the shareholders by rounding up or down (as appropriate) to the nearest whole number.
- 38.10 If, by the foregoing procedure the Directors shall receive acceptances in respect of all the Transfer Shares the Directors shall forthwith give notice in writing as required by this clause to the Transferor and to the other shareholder(s) who have agreed to purchase the same ("**Purchaser**" or "**Purchasers**") and the Transferor shall thereupon become bound upon payment of the Transfer Price to the Transferor (whose receipt shall be a good discharge to the Purchaser or Purchasers, the Company and the Directors in respect of those monies and none of whom shall be bound to enquire into or ascertain the Transferor's legal or equitable entitlement to the Transfer Price monies) to transfer to the Purchaser or each of the Purchasers (as appropriate) those Transfer Shares accepted by him or them. In the case of partly paid Transfer Shares, the Transferor will procure that all such partly paid Transfer Shares are fully paid on or before such transfer. Every such notice shall state the name and address of the Purchaser or each of the Purchasers and the number of Transfer Shares agreed to be purchased by him or them. Subject to the giving of such notice the purchase shall be completed on receipt by the Company of (a) duly completed Stock Transfer Form(s) in respect of the Transfer Shares together with the relative share certificates from the Transferor and the payment of the Transfer Price (in cleared funds) from the Purchaser or Purchasers and the Transferor and the Purchaser or Purchasers having each fulfilled their respective obligations as soon as reasonably possible and in any event within 28 days of the date of the notice referred to in this Article 38.10.
- 38.11 If by the foregoing procedure the Directors shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of an offer made pursuant to Article 38.4 then they shall forthwith give notice in writing of the fact to the Transferor and the Transferor shall thereupon become bound upon payment of the Transfer Price to transfer to the Purchaser or Purchasers (if any) those Transfer Shares accepted by him or them and the provisions of Article 38.10 above shall apply mutatis mutandis thereto.
- 38.12 In the event that a purchaser shall not be found for any or all of a Transferor's Transfer Shares then within the 12 month period following the giving of notice to the Transferor to that effect pursuant to Article 38.11 above the Company shall use its reasonable endeavours to identify a purchaser or purchasers for any remaining number of Transfer Shares not so acquired (provided that the obligation imposed on the Company by this clause shall not require the Company to expend any money or unreasonable time in trying to identify such purchaser or purchasers or otherwise do any act or thing which would if done amount to financial assistance for the purposes of the Act) and upon the Company identifying a purchaser or purchasers as aforesaid for any or all of such shares the Transferor shall become bound upon payment of the Transfer Price to transfer to the purchaser or purchasers the Transfer Shares accepted by him or them and the provisions of Article 38.10 above shall apply mutatis mutandis thereto.
- 38.13 If the Transferor having become bound to transfer any Transfer Shares pursuant to this clause makes default in giving such Transfer Notice and/or in transferring the same the Directors may authorise some person who is as security for the performance of the Transferor's obligations hereby irrevocably and unconditionally appointed as the attorney of the Transferor for the purpose to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the Transfer Price and shall thereupon (subject to such instrument being duly

stamped) cause the purchaser or purchasers to be registered as the holder of such Transfer Shares and shall hold such Transfer Price on behalf of the Transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay money to the Transferor until he shall have delivered his share certificate (or an appropriate indemnity in the case of any lost certificates) to the Company. The receipt of the Company for such Transfer Price shall be good discharge to the purchaser or purchasers who shall not be bound to enquire into or ascertain the Transferor's legal or equitable entitlement to the Transfer Price monies and after the name of the purchaser or purchasers have been entered in the register of shareholders of the Company in a purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

38.14 The Company (acting by the Directors with the consent of holders of not less than two thirds of the Shares) may from time to time agree in writing to exclude any one or more individuals from the provisions of Article 38, whether generally or in respect of a proportion of his or their Shares.

38.15 An obligation to transfer any Shares under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Shares free from any lien, charge or other encumbrance.

39 Mandatory Transfers

39.1 In this Article 39 a "Transfer Event" means, in relation to any shareholder, a shareholder who:

39.1.1 becomes a Bad Leaver; or

39.1.2 being a company, is in insolvent, or (save where the provisions of Article 40 apply) is subject to a change of the entity exercising control (as that expression is defined in section 840 of the Income and Corporation Taxes Act 1988) over that company; or

39.1.3 fails to give a Transfer Notice in respect of any Shares as required by Article 38.2.

39.2 Upon the happening of any Transfer Event, the shareholder in question shall be deemed to have given a Transfer Notice in respect of all the Shares held by them within twenty eight (28) days of such Transfer Event (a "Mandatory Transfer Notice"). In the case of a Mandatory Transfer Notice the Directors shall serve notice on all the shareholders (including the Transferor) within twenty eight (28) days after the date on which the Directors receive actual notice of the event giving rise to such Mandatory Transfer Notice notifying them that a Transfer Notice has been deemed to have been given.

39.3 A Mandatory Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares that have been validly transferred pursuant to that Transfer Notice.

39.4 Notwithstanding any other provision of this Agreement or the Articles, any shareholder holding Shares in respect of which a Mandatory Transfer Notice is deemed given in respect of a Transfer Event falling within Article 39.1 shall not be entitled to exercise any voting rights at general meetings in respect of all the Shares then held by the shareholder in question.

- 39.5 The Shares the subject of any Mandatory Transfer Notice shall be offered for sale in accordance with Article 38 as if they were Transfer Shares in respect of which a Transfer Notice had been given save that:
- 39.5.1 the Transfer Shares shall comprise the entire shareholding of the shareholder in question;
 - 39.5.2 the Transfer Shares shall only be offered to the remaining shareholders;
 - 39.5.3 the Transfer Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date.
- 39.6 The Parties agree that the Company (acting by the Directors) may from time to time agree in writing to exclude any one or more individuals from the provisions of this Article 39, whether generally or in respect of a proportion of his or their Shares.

TRANSMISSION OF SHARES

40 Persons Entitled On Death

If a shareholder (which for the purposes of this Article 40 shall include any individual exercising control (as that expression is defined in section 840 of the Income and Corporation Taxes Act 1988) over any corporation which is a member of the Company) dies, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares. However, nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

41 Election By Persons Entitled By Transmission

A person becoming entitled to a share as a result of the death or bankruptcy of a member or through the operation of law may (subject to the provisions set out below), upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, either be registered himself as holder of the share (if he notifies the Company accordingly) or transfer such share to some other person. All the provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall apply to any such notification or transfer which shall be treated as if it were a transfer executed by the member registered as the holder of any such share.

42 Rights Of Persons Entitled By Transmission

Except where stated to the contrary in these Articles, a person becoming entitled to a share as a result of the death or bankruptcy of a member or through the operation of law shall (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share. However, such person shall not be entitled (except with the permission of the Directors) to exercise any right conferred by membership in relation to

shareholders' meetings until he has been registered as a member in respect of the share.

STOCK

- 43.1 The Company may from time to time by ordinary resolution convert any paid up shares into stock or reconvert any stock into paid up shares of any denomination.
- 43.2 The holders of stock may transfer all or any part of such stock in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might have been transferred (or as near to the same as circumstances permit). However, no stock shall be transferable except in such units (which shall not be greater than the nominal amount of shares from which the stock arose) as the Directors may from time to time determine.
- 43.3 The holders of the stock shall, according to the amount of the stock held by them, have the same rights, privileges and advantages as regards dividends, return of capital, voting and other matters as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards participation in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.

UNTRACED SHAREHOLDERS

- 44.1 The Company shall be entitled to sell, at the best price reasonably obtainable at the time of sale, the shares of a member or the shares to which a person is entitled through transmission on death or bankruptcy or by the operation of law if:
 - 44.1.1 during the period prior to the date of the publication of the advertisements referred to in Article 44.1.2 (or, if published on different dates, the first such date) no communication has been received by the Company from such member or person, no cheque or warrant sent by the Company through the post in a pre-paid letter addressed to such member or person at his address on the Register or any other last known address given by such member or person to which cheques and warrants are to be sent has been cashed and at least three dividends in respect of the shares have become payable and no dividend in respect of those shares has been claimed; and
 - 44.1.2 the Company shall, on or after the expiry of a period of 12 years, have inserted advertisements in both a leading national daily newspaper and in a newspaper circulating in the area in which the last known address of such member or person or the address at which service of notices may be effected in the manner authorised by these Articles is located giving notice of its intention to sell the relevant shares; and
 - 44.1.3 during the period of three months following the publication of such advertisements, the Company shall have received no communication from such member or person.

- 44.2 To effect any such sale, the Company may appoint any person to execute, as transferor, a form of transfer of the relevant shares. Such form of transfer shall be as effective as if it had been executed by the registered holder of, or person entitled by transmission to, such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating to the transfer of the relevant shares. The net proceeds of sale shall belong to the Company but the Company shall be obliged to account to the former member or other person previously entitled to the relevant shares for an amount equal to such net proceeds and shall enter the name of such former member or other person in its books as a creditor for such amount. Such amount shall be a permanent debt of the Company. No trust shall be created in respect of such debt, nor shall any interest be payable in respect of the same. The Company shall not be required to account for any money earned on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company, if any) as the Directors may from time to time think fit.

GENERAL MEETINGS

45 Annual And Extraordinary General Meetings

An Annual General Meeting shall be held once in every year, at such time (but not more than 15 months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.

46 Convening Of General Meetings

The Directors may whenever they think fit and shall, on requisition in accordance with the Statutes, proceed with proper expedition to convene an Extraordinary General Meeting. If at any time there are not within the United Kingdom sufficient Directors capable of calling a general meeting, any Director may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

47 Length Of Notice For General Meetings

- 47.1 An Annual General Meeting and any Extraordinary General Meeting at which it is proposed to pass a special resolution or (except as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by at least 21 days' notice in writing and any other Extraordinary General Meeting by at least 14 days' notice in writing. In calculating the period of notice, in each case, the day on which the notice is served or deemed to be served and the day on which the meeting is to be held shall be excluded. The notice shall be given in the manner provided for in these Articles to all members other than those who are not, under the provisions of these Articles, entitled to receive such notices from the Company.

- 47.2 A General Meeting shall be deemed to have been duly called even if the notice given is less than that specified in Article 47.1 if it is so agreed:

47.2.1 in the case of an Annual General Meeting, by all the members entitled to attend and vote at that meeting; and

47.2.2 in the case of an Extraordinary General Meeting, by a majority in number of the members having a right to attend and vote at that meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

48 Contents Of Notice Of General Meetings

48.1 Every notice calling a General Meeting shall specify the place and the day and hour of the meeting. The notice shall also state reasonably prominently that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and, on a poll, to vote instead of him and that a proxy need not be a member of the Company.

48.2 The notice shall specify the general nature of the business to be transacted at the meeting. If any resolution is to be proposed as an extraordinary resolution or as a special resolution, the notice shall contain a statement to that effect.

48.3 In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

PROCEEDINGS AT GENERAL MEETINGS

49 Chairman

The Chairman of the Directors, shall preside as chairman at a General Meeting. If there is no such Chairman or if, at any meeting, he is not present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number to be chairman of the meeting. If no Director is present or if all the Directors present decline to take the chair, the members present and entitled to vote shall choose one of their number to be chairman of the meeting.

50 Quorum

No business other than the appointment of a chairman shall be transacted at any General Meeting unless a quorum is present at the time when the meeting proceeds to business. Three members present in person or by proxy and entitled to vote shall be a quorum for all purposes.

51 Lack Of Quorum

If within five minutes from the time appointed for a General Meeting (or such longer interval as the chairman of the meeting may think fit to wait) a quorum is not present or if, during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case, it shall be adjourned to such other day and such time and place as may have been specified for the purpose in the notice convening the meeting or, if not so specified, as the chairman of the meeting may determine.

52 Adjournment

The chairman of any General Meeting at which a quorum is present may, with the consent of the meeting, (and shall if so directed by the meeting) adjourn the meeting to another time (or indefinitely, to no fixed time) and another place. No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is

adjourned indefinitely, the time and place for the adjourned meeting shall be fixed by the Directors. When a meeting is adjourned for 30 days or more or indefinitely, at least seven days' notice of the adjourned meeting shall be given in the same manner as the notice for the original meeting.

53 Notice Of Adjourned Meeting

Except as required by any other Article, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

54 Amendments To Resolutions

If an amendment is proposed to any resolution under consideration but in good faith is ruled out of order by the chairman of the meeting, the proceedings on the main resolution shall not be invalidated by any error in such ruling. No amendment (other than a mere clerical amendment to correct a patent error) to a resolution duly proposed as a special or extraordinary resolution may in any event be considered or voted upon.

POLLS

55 Demand For Poll

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 of the result of the show of hands) demanded by:

55.1.1 the chairman of the meeting: or

55.1.2 at least two members present in person or by proxy and entitled to vote: or

55.1.3 a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting: or

55.1.4 a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting on which an aggregate sum has been paid up equal to at least one-tenth of the total sum paid up on all the shares conferring that right.

55.2 A demand for a poll may, before the poll is taken, be withdrawn but only with the consent of the chairman. A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.

56 Procedure On a Poll

A poll shall be taken in such manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers (who need not be members) and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

57 Voting On A Poll

On a poll, votes may be given either personally or by proxy. A person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

58 Timing Of Poll

A poll demanded on the choice of a chairman or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (within a period of 30 days from the date of the meeting) and place as the chairman may direct. No notice need be given of a poll not taken immediately. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES

59 Votes Attaching To Shares

Subject to any special rights or restrictions as to voting attached by, pursuant to or in accordance with these Articles to the Cumulative Preference Shares or to any other class of shares, on a show of hands every member who is present in person shall have one vote and on a poll, every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

60 Votes Of Joint Holders

Where a share is registered in the joint names of two or more persons, the vote tendered (whether in person or by proxy) by the person whose name precedes that or those of the other joint holder(s) so voting in the Register in respect of such share, shall be accepted to the exclusion of those other votes.

61 Chairman's Casting Vote

In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall not be entitled to a casting vote, in addition to any other vote he may have.

62 Restriction On Voting In Particular Circumstances

62.1 No member shall, unless the Directors otherwise determine, be entitled in respect of any share held by him to vote either personally or by proxy at a shareholders' meeting or to exercise any other right conferred by membership in relation to shareholders' meetings if any call or other sum presently payable by him to the Company in respect of that share remains unpaid.

62.2 The provisions of this Article 62 are in addition to, and shall not limit or restrict any powers available under, the Act.

63 Voting By Guardian

If in England or elsewhere a guardian, receiver or other person (by whatever name called) has been appointed by any court claiming the right or entitlement to exercise powers with respect to the property or affairs of any member on the ground (however

formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such guardian, receiver or other person on behalf of such member to vote in person or by proxy at any General Meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

64 Validity And Result Of Vote

- 64.1 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered. Every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 64.2 Unless a poll is taken, a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

PROXIES

65 Proxy Need Not Be A Member

A proxy need not be a member of the Company.

66 Form Of Proxy

The document appointing a proxy shall be in writing in any usual or common form or in any other form which the Directors may approve. The form of proxy shall:

- 66.1 in the case of an individual member, be signed by that individual or his attorney; and
- 66.2 in the case of a member which is a corporation, be either sealed with its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The signature on any such form of proxy need not be witnessed. Where a form of proxy is signed on behalf of the member by an attorney, the letter or power of attorney or a duly certified copy of the same must (if it has not been previously registered with the Company) be lodged with the form of proxy in the manner set out in Article 68; if such letter or power or copy is not so lodged, the form of proxy may be treated as invalid.

67 Deposit Of Form Of Proxy

A form of proxy must be left at such place or one of such places (if any) as may be specified for that purpose in, or by way of note to, or in any document accompanying, the notice convening the meeting (or, if no place is so specified, at the Transfer Office) at least 48 hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll which is not taken at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used. If the form of proxy is not so delivered, it will not be treated as valid. Any form of proxy will be

valid for any adjournment of a meeting to which it relates, unless it is stated on the relevant form that the form of proxy cannot be used at any such adjournment. If a form of proxy relates to more than one meeting (including any adjournment of any meeting) and has been delivered as required by this Article 67 for or in respect of one of those meetings, it will be valid for all subsequent meetings to which it relates and need not be re-delivered.

68 Rights Of Proxy

A form appointing a proxy shall be deemed to include the right to demand or join in demanding a poll but shall not confer any further right to speak at the meeting, except with the permission of the chairman of the meeting.

69 Revocation Of Proxy

A vote cast or demand for a poll made by a proxy shall not be invalidated by the previous death or insanity of the member or by the revocation of the appointment of the proxy or of the authority under which the appointment was made unless written notice of such death, insanity or revocation has been received by the Company at the Transfer Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll which is not taken at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

CORPORATIONS ACTING BY REPRESENTATIVES

70

70.1 Any corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any shareholders' meeting. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company. Such corporation shall, for the purposes of these Articles, be deemed to be present in person at any such meeting if a person so authorised is present at that meeting.

70.2 Any shareholder of the Company that is a company, other corporate body or organisation not being a natural individual shall provide the Directors with evidence of the persons exercising control (as such expression is defined in section 840 of the Income and Corporation Taxes Act 1988) over such shareholder at such one time in any one financial year of the Company as the Directors may in their absolute discretion determine.

DIRECTORS

71 Number Of Directors

Subject as set out in these Articles, the minimum number of Directors shall be three and the maximum number shall be ten. The Company may by ordinary resolution from time to time vary the minimum number and/or maximum number of Directors.

72 Share Qualification

A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at shareholders' meetings.

73 Directors' Fees

The ordinary remuneration of the Directors shall from time to time be determined by the Directors. Such remuneration shall (unless such ordinary resolution provides to the contrary) be divisible among the Directors as they may agree, or, failing agreement, equally, but any Director who holds office for part only of the period in respect of which such remuneration is payable shall be entitled only to a proportion of such remuneration, related to the period during which he has held office.

74 Other Remuneration Of Directors

Any Director who holds any executive office (including for this purpose the office of Chairman whether or not such office is held in an executive capacity) or who serves on any committee of the Directors or who otherwise performs services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director may be paid such extra remuneration by way of salary, commission or other means or may receive such other benefits as the Directors may determine.

75 Directors' Expenses

The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or shareholders' meetings or otherwise in or in connection with or about the business of the Company.

76 Directors' Pensions And Other Benefits

The Directors shall have power to pay and agree to pay gratuities, pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director or ex-Director and, for the purpose of providing any such gratuities, pensions or other benefits, to contribute to any scheme or fund or to pay premiums.

77 Appointment Of Executive Directors

77.1 The Directors may from time to time appoint any one or more Directors to be the holder of any executive office (including, where considered appropriate, the office of Chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine. The Directors may, without limiting or prejudicing in any way the terms of any contract entered into in any particular case, at any time revoke or vary the terms of any such appointment.

77.2 The appointment of any Director to the office of Chairman shall terminate automatically if he ceases to be a Director but any such termination shall not, of itself, limit or reduce in any way any claim for damages which he may have for breach of any contract of service between him and the Company.

77.3 The appointment of any Director to any other executive office shall not terminate automatically if he ceases to be a Director, unless the contract or resolution under which he holds such executive office shall expressly state that such termination is to occur, in which event such termination shall not, of itself, limit or reduce in any way any

claim for damages which he may have for breach of any contract of service between him and the Company.

78 Powers of Executive Directors

The Directors may entrust to and confer upon any Director holding any executive office any of the powers exercisable by them as Directors 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. The Directors may from time to time revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

79 Age Limit

Any provision of the Statutes which, subject to the provisions of these Articles, would have the effect of rendering any person ineligible for appointment or election as a Director or liable to vacate office as a Director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment or election of any Director over a specified age, shall not apply to the Company.

80 No Retirement By Rotation

Directors shall not be required to retire by rotation.

81 Election Of Two Or More Directors

A single resolution which provides for the election of two or more persons as Directors shall not be proposed at any General Meeting unless a resolution that it shall be so proposed has first been agreed to by the meeting without any vote being given against it. Any resolution proposed or passed in contravention of this provision shall be void.

82 Nomination Of Director For Election

No person, other than a person recommended by the Directors for election, shall be eligible for election as a Director at any General Meeting unless at least 7 (but not more than 42) days, including the date on which the notice is given, before the date appointed for the meeting, there shall have been lodged at the Office notice in writing signed by some member (other than the person to be proposed) duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such person for election, together with notice in writing signed by the person to be proposed of his willingness to be elected.

83 Election Or Appointment Of Additional Director

The Company may by ordinary resolution elect, and (without restricting in any way that power of the Company) the Directors shall have power at any time to appoint, any person to be a Director either to fill a vacancy or as an additional Director (but so that the total number of Directors shall not, as a result, exceed the maximum number (if any) fixed by or in accordance with these Articles).

84 Termination Of Office

A Director shall cease to be a Director in any of the following events, namely:

- 84.1 if he becomes prohibited by law from acting as a Director;
- 84.2 if he delivers a signed, written resignation to the Office or if he offers in writing to resign and the Directors resolve to accept such offer;
- 84.3 if he has a bankruptcy order made against him or settles or agrees terms with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- 84.4 if in England or elsewhere an order is made by any court claiming the right so to do, on the grounds (however formulated) of mental disorder, for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs;
- 84.5 if he is removed from office as a Director by notice in writing served upon him signed by all his co-Directors. If any such Director has been appointed to an executive office which thereby automatically terminates, such removal shall be treated as an act of the Company and shall not, of itself, limit or restrict any claim which he may have for damages for breach of any contract of service between him and the Company.

85 Removal Of Director

The Company may, in accordance with and subject to the provisions of the Statutes, by ordinary resolution of which special notice has been given, remove any Director from office as a Director (notwithstanding any provision of these Articles or of any agreement between the Company and such Director, but without limiting or restricting any claim he may have for damages for breach of any such agreement) and elect another person in place of a Director so removed from office. Any person so elected shall be treated as if he had become a Director on the day on which the Director in whose place he is elected was last elected a Director. If no person is so elected, the vacancy arising upon the removal of a Director from office may be filled as a casual vacancy.

MEETINGS AND PROCEEDINGS OF DIRECTORS

86 Convening Of Meetings Of Directors

Subject to the provisions of these Articles, the Directors may meet together, and regulate their proceedings, as they think fit provided that they shall meet not less often than once in every three months. At any time any Director may, and the Secretary at the request of a Director shall, summon a meeting of the Directors. Notice of a meeting of Directors need not be given to any Director who is for the time being absent from the United Kingdom. Any Director may waive notice of any meeting and any such waiver may be retroactive.

87 Quorum

The quorum necessary for the transaction of business of the Directors may be fixed from time to time by the Directors and, unless so fixed at any other number, shall be three. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

88 Chairman

- 88.1 The Directors may elect from their number a Chairman and determine the period for which he is to hold office. If no Chairman has been appointed or if, at any meeting of the Directors, the Chairman is not present within fifteen minutes after the time appointed for holding the meeting, the Directors present may choose one of their number to be chairman of the meeting.

89 Directors' interests

- 89.1 Subject to article 89.3 a director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

- 89.2 Each director shall comply with his obligations to disclose the nature and extent of his interests in proposed and existing transactions and arrangements with the Company under sections 177 and 182 of the 2006 Act. A director shall not be required to disclose the nature and extent of his interests in proposed transactions and arrangements with the Company under this article 89.2 where the interest or potential interest has arisen by reason of that director also acting as a director of any group undertaking (as defined in section 1161(5) of the 2006 Act)

- 89.3 The directors may (subject to such terms and conditions, if any, as they may think fit to impose from time to time, and subject always to their right to vary or terminate such authorisation) authorise:

89.3.1 any matter which would otherwise result in a director infringing his duty to avoid a situation in which he has, or can have, a direct or indirect interest that conflicts, or possibly may conflict, with the interests of the Company and which may reasonably be regarded as likely to give rise to a conflict of interest (including a conflict of interest and duty or conflict of duties);

89.3.2 a director to accept or continue in any office, employment or position in addition to his office as a director of the Company and without prejudice to the generality of article 89.3.1 of this article 89 may authorise the manner in which a conflict of interest arising out of such office, employment or position may be dealt with, either before or at the time that such a conflict of interest arises;

provided that for this purpose the director in question and any other interested director are not counted in the quorum at any board meeting at which such matter, or such office, employment or position, is approved and it is agreed to without their voting or would have been agreed to if their votes had not been counted.

- 89.4 For the purposes of this article 89 an interest includes both direct and indirect interests.
- 89.5 A director shall not be regarded as in breach of the duty set out in section 175 of the 2006 Act in relation to conflicts of interest or potential conflicts of interest which arise by reason of that director also acting as a director of any group undertaking (as defined in section 1161(5) of the 2006 Act).

- 89.6 Where a matter, or office, employment or position, has been authorised by the directors subject to terms and conditions under article 89.3, the director must act in accordance with those terms and conditions.
- 89.7 If a matter, or office, employment or position, has been authorised by the directors in accordance with this article 89 then:
- 89.7.1 the director shall not be required to disclose any confidential information relating to such matter, or such office, employment or position, to the Company or to use such information in relation to the Company's affairs if to make such a disclosure or use would result in a breach of duty or obligation or confidence owed by him to another person in relation to or in connection with that matter, or that office, employment or position;
- 89.7.2 the director may absent himself from meetings of the directors at which anything relating to that matter, or that office, employment or position, will or may be discussed; and
- 89.7.3 the director may make such arrangements as such director thinks fit for Board and committee papers of the Company to be received and read by a professional adviser on behalf of that director.
- 89.8 The general duties which a director owes to the Company pursuant to sections 171 to 177 of the 2006 Act will not be infringed by anything done (or omitted to be done) by a director in accordance with the provisions of this article or any terms or conditions imposed pursuant to article 89.3.
- 89.9 A director shall not, by reason of his office, be accountable to the Company for any benefit which he derives from any matter, or from any office, employment or position, which has been approved by the directors pursuant to this article 89 (subject to any limits or conditions to which such approval was subject), nor shall the receipt of such benefit constitute a breach of his duty under section 176 of the 2006 Act, and any contract, transaction or arrangement relating thereto shall not be liable to be avoided on the grounds of any such benefit.
- 89.10 Questions arising at any meeting of the Directors shall be determined by a two thirds majority of votes and the Chairman of the meeting shall not have a second or casting vote.

90 Number Of Directors Below Minimum

The continuing Directors may act notwithstanding any vacancies but, if and for so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these Articles, the continuing Directors or Director may act for the purpose of filling such vacancies or of summoning General Meetings, but not for any other purpose. If there are no Directors or Director able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

91 Written Resolutions and Participation in Meetings

- 91.1 A resolution in writing signed by all the Directors (or, in the case of a committee, all the members of such committee) for the time being in the United Kingdom and entitled to vote on the same shall be as valid and effective as a resolution duly passed at a meeting of the Directors (or of such committee) and may consist of several documents in the like form each signed by one or more Directors.

- 91.2 A Director may participate in a meeting of the Directors or of a committee of the Directors by means of electronic communication provided that throughout the meeting all persons participating in the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting and a Director participating in a meeting in such manner shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in the quorum.

92 Validity Of Proceedings

All acts done by any meeting of Directors, or of any committee of the Directors, or by any person acting as a Director or as a member of any such committee, shall, as regards all persons dealing in good faith with the Company, be as valid as if every such Director or person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote even if there was some defect in the appointment of any such Director or other person, or that any of them was disqualified or had left office, or was not entitled to vote.

COMMITTEES OF THE DIRECTORS

93 Appointment And Constitution Of Committees

The Directors may delegate any of their powers or discretions (including, without limitation, any power or discretion the exercise of which involves or may involve the payment of remuneration to, or the conferring of any other benefit upon, all or any of the Directors) to committees consisting of one or more Directors and, if desired, one or more other named person or persons who have been co-opted on to such committee in accordance with the provision of this Article 94. If any power or discretion has been delegated to a committee under this Article 94, any reference in these Articles to the exercise by the Directors of that power or discretion shall be interpreted accordingly as if it was a reference to the exercise of the same by that committee. Any committee appointed under this Article 94 shall, when exercising any powers or discretion delegated to it, abide by any regulations imposed by the Directors which may then subsist. Any such regulations may provide for or permit the co-option to the committee of persons other than Directors and for such persons to have voting rights as members of that committee; but Directors must form a majority of the members of such committee and no resolution of the committee will be valid unless a majority of the members of the committee present throughout the relevant meeting are Directors.

94 Proceedings Of Committee Meetings

The meetings and proceedings of any such committee consisting of two or more persons shall be governed by the provisions of these Articles regulating the meetings and proceedings of the Directors (with appropriate modifications), so far as the same are not superseded by any regulations made by the Directors under Article 94.

POWERS OF DIRECTORS

95 General Powers

The business and affairs of the Company shall be managed by the Directors, who may pay all expenses incurred in forming and registering the Company, and may (subject to these Articles, to the provisions of the Statutes and to any regulations which may be prescribed by special resolution of the Company) exercise all the powers of the

Company which are not, by the Statutes or by these Articles, required to be exercised by the Company in General Meeting. No regulation prescribed by special resolution shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

96 Appointment Of Attorney

The Directors may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit. Any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit. The Director may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

97 Signature On Cheques Etc.

All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by resolution determine.

98 Borrowing Powers

Subject to the provisions of the Statutes, the Directors may exercise all the powers of the Company to borrow money, to authorise the issue of loan stock, and to mortgage or charge all or any part or parts of its undertaking, property, assets (present and future) and uncalled capital and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party and to issue guarantees, indemnities, bonds and securities in respect of the liabilities of any person, firm or company.

ALTERNATE DIRECTORS

- 99.1 Any Director may at any time appoint any person (including another Director) to be his alternate Director and may at any time terminate such appointment. Such appointment, unless previously approved by the Directors or unless the appointee is another Director, shall have effect only upon and subject to being so approved.
- 99.2 Any appointment or removal of an alternate Director shall be made by the delivery, to the Office or to a meeting of the Directors, of a written notice of appointment or removal signed by the relevant Director.
- 99.3 The appointment of an alternate Director shall terminate on the happening of any event which, if he were a Director, would cause him to cease to be a Director or if the Director who appointed him ceases to be a Director (except by retirement at a General Meeting at which he is re-elected).

- 99.4 An alternate Director shall (unless he is not in the United Kingdom at the relevant time) be entitled to receive notices of meetings of the Directors and shall be entitled to attend and vote as a Director at, and to be counted as part of the quorum for, any such meeting at which the Director appointing him is not present, and generally at any such meeting to perform, as a Director, all functions of the Director who appointed him. In relation to the proceedings at any such meeting which an alternate Director attends, the provisions of these Articles shall apply as if that alternate Director were a Director.
- 99.5 If an alternate Director is also himself a Director or attends any meeting as an alternate for more than one Director, his voting rights shall be cumulative but he will only be counted once for any quorum requirements.
- 99.6 If any Director who has appointed an alternate Director is for the time being absent from the United Kingdom or temporarily unable to act because of ill health or disability, then that alternate Director may sign, in his place, any written resolution of the Directors.
- 99.7 If and to the extent that the Directors may from time to time decide in relation to any committees of the Directors, the preceding provisions of this Article 100 shall also apply (with appropriate modifications) to any meetings of any such committee of which a Director who has appointed an alternate is a member.
- 99.8 An alternate Director will not, except as set out in the preceding paragraphs of this Article 100, have power to act as a Director; nor will such alternate Director be deemed to be a Director under these Articles or the agent of the Director who appointed him.
- 99.9 An alternate Director shall be entitled to contract, to be interested in and to benefit from any contracts, arrangements or transactions, to be repaid expenses and to be indemnified, to the same extent as if he were a Director. Such alternate Director shall not be entitled to receive any remuneration from the Company for acting as an alternate Director unless the Director who appointed him instructs the Company in writing to pay part of the remuneration payable by the Company to that Director to the alternate Director instead.

SECRETARY

- 100 The Secretary shall be appointed by the Directors on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Directors, but any such removal shall not, of itself, limit or restrict any claim for damages which he may have for breach of any contract of service between him and the Company. The Directors may, if they think fit, appoint two or more persons as joint Secretaries. The Directors may also appoint from time to time on such terms as they may think fit, one or more Deputy and/or Assistant Secretaries.

AUTHENTICATION OF DOCUMENTS

- 101 Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any document affecting the constitution of the Company, any resolution passed at a shareholders' meeting or at a meeting of the Directors or any committee, and any book, record, document or account relating to the business of the Company, and to certify copies of, or extracts from, the same as true copies or extracts. Where any book, record, document or account is kept at a place other than the Office, the local manager or other officer of the Company having the

custody of the same shall be deemed to be a person appointed by the Directors. A document purporting to be a copy of any such resolution, or an extract from the minutes of any such meeting, which is so certified shall be conclusive evidence in favour of all persons dealing with the Company who rely on the same that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

RESERVES

102 Establishment Of Reserves

The Directors may from time to time set aside out of the profits of the Company and put in a reserve such sums as they think proper. Such sums may, at the discretion of the Directors, be used for any purpose for which the profits of the Company may properly be applied and, pending such use, may either be employed in the business of the Company or be invested. The Directors may divide any such reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also, without putting the same in a reserve, carry forward any profits. In creating a reserve and in using the same, the Directors shall comply with the provisions of the Statutes.

103 Business Bought As From Past Date

Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date (whether such date is before or after the incorporation of the Company) the profits and losses of such asset, business or property may, as from such date, at the discretion of the Directors be carried in whole or in part to revenue account and treated for all purposes as profits or losses of the Company. Subject again to the provisions of the Statutes, if any shares or securities are purchased cum dividend or interest, such dividend or interest may, at the discretion of the Directors, be treated as revenue; it shall not be obligatory to capitalise the same (or any part of the same).

DIVIDENDS

104 Final Dividends

The Company may, by ordinary resolution, declare dividends but no such dividend shall exceed the amount recommended by the Directors.

105 Interim And Fixed Dividends

Subject to the provisions of the Statutes and to Articles 3 and 114, if and to the extent that, in the opinion of the Directors the profits of the Company justify such payments, the Directors:

- 105.1 may declare and/or pay the fixed dividends on any class of shares carrying a fixed dividend payable on fixed dates, on the dates prescribed for payment of the same;
- 105.2 may provide, in such manner and on such terms as they may think fit, for the payment of any dividends (whether fixed or calculated by reference to or in accordance with a specified procedure or mechanism) on any class of shares carrying such a dividend on the dates prescribed for payment of the same (whether such dates are fixed or are

determined or to be determined in accordance with a specified procedure or mechanism); and

- 105.3 may also from time to time pay interim dividends on the shares of any class of such amounts, on such dates, and in respect of such periods, as they may think fit.

106 Distribution In Specie

The Company may, upon the recommendation of the Directors, by ordinary resolution direct payment of the whole or any part of a dividend by the distribution of specific assets (and, in particular, of paid-up shares or debentures of any other company) and the Directors shall comply with and carry out any such resolution. Where any difficulty arises with regard to such distribution, the Directors may settle the same as they think expedient and in particular may:

- 106.1 make such provisions as they think fit for dealing with fractional entitlements which may or would arise (including provisions under which fractional entitlements are ignored or the benefit of the same belongs to the Company rather than the relevant members or the issue of fractional certificates);
- 106.2 fix the value for distribution of such specific assets (or any part of the same);
- 106.3 determine that cash shall be paid to any member upon the basis of the value so fixed in order to adjust the rights of all parties; and
- 106.4 vest any assets in trustees,

107 No Dividend Except Out Of Profits

No dividend shall be paid except out of profits available for distribution under the provisions of the Statutes.

108 Currency And Payment Of Dividends

- 108.1 Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent by post to the registered address of the member or person entitled to the same (or, if two or more persons are registered as joint holders of the share or are entitled to the same in consequence of the death or bankruptcy of the holder or otherwise through the operation of law, to any one of such persons) or to such person and/or such address as such member or person or persons may in writing direct or may be paid by such other means as the Director may determine or think fit. Every such cheque or warrant shall be made payable to the order of the person or persons to whom it is sent or to such other person or persons as the person or persons entitled may in writing direct. Payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person(s) entitled to the money represented by the same.
- 108.2 Subject to the provisions of these Articles and to the rights attaching to, or the terms of issue of, any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Directors may determine.
- 108.3 If any dividend or other moneys are to be paid in a currency other than sterling, the Directors may make such provisions as they think fit to enable such payment to be

made, including making arrangements to enable payment to be made in the relevant currency or currencies for value on the date due for payment or on such later date as the Directors may decide.

108.4 Where a dividend is to be paid in a currency or currencies other than sterling, the rate of exchange to be used to calculate the relevant amount of foreign currency shall be such market rate selected by the Directors as they shall consider appropriate, ruling at any time between the close of business in London on the business day immediately preceding the day on which the Directors publicly announce their intention to pay or recommend (as the case may be) the relevant dividend and the close of business on the day on which that dividend is paid.

108.5 The Company may cease to send any cheque, warrant or order by post for any dividend on any shares which is normally paid in that manner if, in respect of at least two consecutive dividends payable on those shares, the cheque, warrant or order has been returned undelivered or remains uncashed or if the cheque, warrant or order for any dividend has been returned undelivered or remains uncashed and reasonable enquiries have failed to establish any new address for or in respect of the member. Subject to the provisions of these Articles, the Company shall recommence sending cheques, warrants or orders in respect of the dividends payable on those shares if the holder or person entitled by transmission claims the arrears of dividend and does not instruct the Company to pay future dividends in some other way.

109 Joint Holders

If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder or otherwise through the operation of law, any one of them may give a good receipt for any dividend or other moneys payable, or property distributable, on or in respect of the share.

110 Record Date

Subject to the rights attaching to, or the terms of issue of any shares, a resolution providing for the payment or making of any dividend on any shares of any class or any distribution, allotment or issue to the holders of any shares of any class (whether a resolution of the Company in General Meeting or a resolution of the Directors or otherwise) may specify that the same shall be payable or be made to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that such date may be a date prior to that on which the resolution is passed. Such dividend, distribution, allotment or issue shall then be payable or due to them in accordance with their respective registered holdings, but shall not, of itself, prejudice the rights between transferors and transferees of any such shares in respect of such dividend, distribution, allotment or issue.

111 No Interest On Dividends.

Subject to the rights attaching to, or to the terms of issue of any shares, the Company shall not be obliged to pay interest on any dividend or other moneys payable on or in respect of a share.

112 Retention Of Dividends

112.1 The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien and may apply the same in or towards satisfaction of the moneys payable to the Company in respect of that share.

- 112.2 The Directors may retain the dividends payable upon shares in respect of which any person is, under the provisions of these Articles dealing with the transmission of shares, entitled to become a member, or which any person is under those provisions entitled to transfer those shares, until such person shall become a member in respect of such shares or shall transfer the same.

113 Unclaimed Dividends

The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee of the moneys paid in. Any dividend unclaimed after a period of 12 years from the due date for payment of such dividend shall be forfeited and shall revert to the Company.

114 Waiver Of Dividends

The waiver in whole or in part of any dividend on any share by any document (whether or not executed as a deed) shall be effective only if such document is signed by the shareholder (or the person entitled to the share in consequence of the death or bankruptcy of the holder or otherwise through the operation of law) and delivered to the Company and if, or to the extent that, the same is accepted as such or acted upon by the Company.

CAPITALISATION OF PROFITS AND RESERVES

- 115.1 The Directors may, with the sanction of an ordinary resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve or other undistributable reserve) or any sum standing to the credit of profit and loss account.

- 115.2 Such capitalisation shall be effected by allocating such sum to the holders of Ordinary Shares (who shall include, if the Directors so decide and on such terms and conditions as they may decide, holders of share warrants) on the Register at the close of business on the date of the resolution (or on such other date as may be specified in, or determined as provided for by, the resolution) in proportion to their then holdings of Ordinary Shares pro rata to the nominal value of and amount paid up in respect of such shares and using such sum on their behalf in paying up in full unissued Ordinary Shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being in issue, unissued shares of any other class which are not redeemable shares) for allotment and distribution, credited as fully paid up, to them as bonus shares in the relevant proportion.

- 115.3 The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation and in particular shall have full power to make such provisions as they think fit for any fractional entitlements which would or might arise (including provisions whereby fractional entitlements are disregarded or the benefit of the same accrues to the Company rather than to the members concerned). The Directors may authorise any person to enter, on behalf of all the members interested, into an agreement with the Company providing for any such capitalisation and incidental matters; any such agreement shall be effective and binding on all concerned.

ACCOUNTS

116 Accounting Records

Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Office, or at such other place

as the Directors think fit. Such records shall always be open to inspection by the officers of the Company but no member of the Company or other person shall have any right of inspecting any account or book or document of the Company except as conferred by statute or ordered by a court of competent jurisdiction or authorised by the Directors.

117 Copies Of Accounts For Members

A copy of every balance sheet and profit and loss account which is to be laid before a General Meeting of the Company (including every document required by law to be comprised in, or attached or annexed to, any such balance sheet or account) shall, at least 21 days before the date of the meeting, be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or of these Articles. This Article 119 shall not require a copy of these documents to be sent to any member to whom a summary financial statement is sent in accordance with the Statutes nor to more than one of joint holders nor to any person of whose address the Company is not aware, but any member or holder of debentures to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the Office.

AUDITORS

118 Validity Of Auditor's Acts

Subject to the provisions of the Statutes, all acts done by any person acting as an auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment or subsequently became disqualified.

119 Auditor's Right To Attend General Meetings

An auditor shall be entitled to attend any General Meeting and to receive all notices of, and other communications relating to, any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as auditor.

NOTICES

120 Service Of Notices

120.1 Any notice or document (including a share certificate) may be served on or delivered to any member by the Company either at, or by sending it by pre-paid post (air mail in the case of an address for service outside the United Kingdom) addressed to the member at his registered address. In the case of a member registered on a branch register, any such notice or document may be posted either in the United Kingdom or in the territory in which such branch register is maintained.

120.2 Where a notice or other document is served or sent by post, service or delivery shall be deemed to be effected at the expiry of twenty-four hours (or, where second-class mail is

employed, forty-eight hours) after the time when the cover containing the same is posted to an address in the United Kingdom or five days after posting to an address outside the United Kingdom. In proving such service or delivery, it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

- 120.3 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.

121 Joint Holders

Any notice given to that one of the joint holders of a share whose name appears first in the Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose, a joint holder who has no registered address in the United Kingdom and who has not supplied an address within the United Kingdom for the service of notices shall be disregarded.

122 Deceased And Bankrupt Members

- 122.1 A person entitled to a share in consequence of the death or bankruptcy of a member or otherwise through the operation of law shall, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices, be entitled to have served upon or delivered to him at such address any notice or document to which the said member would have been entitled. Such service or delivery shall, for all purposes, be deemed to be sufficient service or delivery of such notice or document on all persons interested (whether jointly with or claiming through or under him) in the share.

- 122.2 Except as provided in Article 123.1, any notice or document delivered or sent by post to, or left at the address of, any member pursuant to these Articles shall, notwithstanding that such member is then dead or bankrupt or in liquidation and whether or not the Company has notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder.

123 Statutory Requirements As To Notices

Nothing in any of Articles 122 to 124 shall affect any requirement of the Statutes that any particular offer, notice or other document be served in any particular manner.

WINDING UP

126.1 **Directors' Power To Petition**

The Directors shall have the power, in the name and on behalf of the Company, to present a petition to the Court for the Company to be wound up.

126.2 **Distribution Of Assets In Specie**

If the Company is wound up (whether the liquidation is voluntary, under supervision, or by the Court) the liquidator may, with the authority of an extraordinary resolution, divide among the members in specie or in kind the whole or any part of the assets of the

Company (whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds). The liquidator may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members or different classes of members. The liquidator may also, with the authority of an extraordinary resolution, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator (with the authority of an extraordinary resolution) shall think fit, and the liquidation of the Company may be closed and the Company dissolved. No contributory shall be compelled to accept any shares or other property in respect of which there is a liability.

DESTRUCTION OF DOCUMENTS

127

- 127.1 The Company shall be entitled to destroy all forms of transfer or other documents which have been registered or on the basis of which registration was made at any time after the expiry of six years from the date of registration of the same. The Company shall also be entitled to destroy all dividend mandates and notifications of change of address at any time after the expiry of two years from the date of recording the same and all share certificates which have been cancelled at any time after the expiry of one year from the date of the cancellation of the same. Any such document may be disposed of in any way.
- 127.2 Every document destroyed under the provisions of this Article 127 shall conclusively be regarded as a valid and effective document, duly and properly registered (in the case of a form of transfer) or cancelled (in the case of a share certificate) or recorded (in the case of any other document). Every entry in the Register or in any other books or records of the Company made or recorded from any such document shall conclusively be regarded as having been duly and properly made.
- 127.3 The provisions of Article 127.2 shall apply only to a document destroyed in good faith, where the Company has not been notified of any claim (regardless of the parties to the document) to which the document might be relevant.
- 127.4 The provisions of this Article 127.2 shall not impose upon the Company any liability in respect of the destruction of any document before the expiry of any period referred to in Article 127.1 or in any other circumstances which would not attach to the Company in the absence of this Article.

INDEMNITY AND INSURANCE

128 Indemnity

- 128.1 For the purposes of this Article a "**Liability**" is any loss or liability incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office in relation to the Company and "**Associated Company**" shall bear the meaning referred to in section 309A(6) of the Act.
- 128.2 Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply:

- 128.2.1 the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability; and
- 128.2.2 every director and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any Liability which he may sustain or incur in or about the execution and discharge of the duties of his office or otherwise in relation thereto, including any loss or liability incurred by him in defending any proceedings in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from any Liability.
- 128.3 This Article 128 shall only have effect in so far as its provisions are not avoided by sections 309A and 309B of the Act.

Names and addresses of subscribers Number of shares taken by each subscriber

Ronald Alexander Robson 19 The Avenue Gurnard Cowes Isle of Wight Robson P031 8JL	30,000 Ronald Alexander Robson Ronald Alexander
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Ian Alexander Walker 53 Fishbourne Lane Ryde Isle of Wight P0334EX	11,630 Ian Alexander Walker Ian Alexander Walker
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David John Poulton Rivendell Alverstone Road Queen Bower Nr Sandown Isle of Wight P036 ONZ	11,000 David John Poulton David John Poulton
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Total shares taken 52,630

Dated

Witness to the above signatures:

Signature	Margaret Riley
Name	Margaret Riley
Address	5-40 Bittern Place Binfield Newport Isle of Wight