

## WRITTEN RESOLUTION UNDER TABLE A

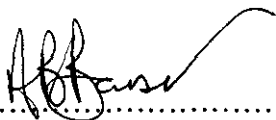
Company No 3858761

### CYBER MEDIA SOLUTIONS LIMITED

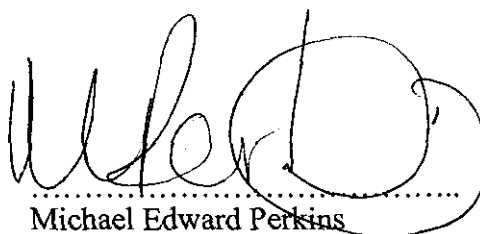
In accordance with the provisions of Regulation 53 of Table A as incorporated in the Company's Articles of Association, we the undersigned being all the members of the Company entitled to receive notice of and to attend a general meeting of the Company **HEREBY RESOLVE** to pass the following Resolutions:-

### RESOLUTIONS

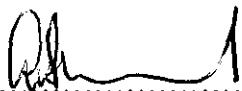
1. THAT the share capital of the Company be increased from £1,000 to £41,000 by the creation of 40,000 new Redeemable Preference Shares of £1.00 each such shares having the rights set out in the Articles of Association adopted pursuant to paragraph 3 below and that the memorandum of association be altered accordingly.
2. THAT the directors be and hereby are unconditionally authorised pursuant to Section 80 of the Companies Act 1985 to allot all shares in the authorised share capital of the Company which are unissued at the time of the passing of this resolution at any time or times during the period of five years from the date hereof as if Section 89(1) of the Companies Act 1985 did not apply thereto and in particular but without limitation the directors be and hereby are unconditionally authorised to allot 40,000 Redeemable Preference Shares of £1.00 each to Anthony Boyd Bonser.
3. THAT new Articles of Association, a copy of which is annexed hereto, be adopted in place of and to the exclusion of the existing Articles of Association of the Company.



Anthony Boyd Bonser



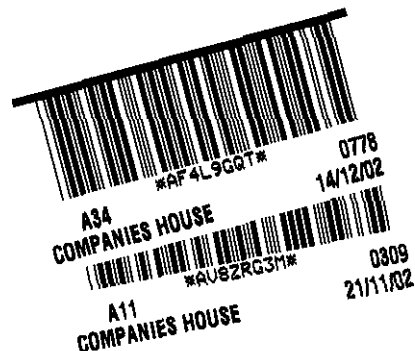
Michael Edward Perkins



Stephen Michael Bidmead

Seen:

Dated this 29 day of March 2002



**The Companies Act 1985**

**Company Limited by Shares**

**Company Number : 3858761**

**NEW**  
**ARTICLES OF ASSOCIATION**  
**OF**  
**CYBER MEDIA SOLUTIONS LIMITED**

Incorporated on the 14<sup>th</sup> day of October 1999

as adopted on ~~2<sup>nd</sup>~~ day of March 2002

**GRINDEYS**  
**Solicitors**  
**Glebe Court**  
**Stoke-on-Trent**  
**ST4 1ET**

The Companies Act 1985 :  
Company Limited by Shares :  
Company Number : 3858761

NEW  
ARTICLES OF ASSOCIATION  
OF  
CYBER MEDIA SOLUTIONS LIMITED

Incorporated on the 14<sup>th</sup> day of October 1999

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**Interpretation**

1 In these Articles, if not inconsistent with the subject or context:

‘Act’ means the Companies Act 1985 as amended or re-enacted from time to time

‘Table A’ means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985.

**Table A**

- 2 The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
- 3 The last sentence of Regulation 1 of Table A is amended by deleting the words “but excluding any statutory modifications thereof not in force when these Regulations become binding on the Company”
- 4 Regulation 1 of Table A is further amended by adding at the end of the last sentence the words “ but, if a particular word or expression has more than one definition in the Act the definition to be adopted is that which has the most general application in the Act”.
- 5 Regulations 8, 24, 26, 40, 41, 59, 64, 65, 73 to 78, 80, 94, 95 to 98, and 118 of Table A do not apply to the Company.

**Share capital**

- 6 A The Share Capital of the company as at the date of adoption of these Articles is 41,000 comprising of 1000 Ordinary Shares of £1.00 each (“the Ordinary Shares”) and 40,000 Redeemable Preference Shares of £1.00 each (“the Redeemable Preference Shares”)
- B. The special rights attached to the Redeemable Preference Shares are as follows:
- (i) as to Income, the right to a fixed cumulative preferential dividend at the rate of 6% per year (net of the associated tax credit) on the capital for the time being paid up or credited as paid up on the shares, to be paid, to the extent that there are profits available for distribution, annually on 31<sup>st</sup> March in each year in respect of the 12 months ending on that date;

(ii) as to Capital, the right, on a winding-up or other return of capital, to repayment, in priority to any payment to the holders of any other shares in the capital of the company, of:

- (a) the amounts paid up to the Redeemable Preference Shares held by them; and
- (b) any arrears on accruals of the fixed dividend on the Redeemable Preference Shares held by them, whether declared or earned, or not, calculated down to the date of such repayment;

(iii) as to Voting, the right to receive notice of, to be present and speak at and to vote, either in person or by proxy, at any general meeting of the company or by way of written resolution if:

- (a) at the date of the notice or requisition to convene the meeting the fixed cumulative preferential dividend is in arrears for more than 6 months after any date fixed for payment of it disregarding for this purpose whether the company is prevented by law from paying the dividend; or
- (b) any resolution is proposed for the winding up of the company, in which case the holders may only then vote at the general meeting on the election of a chairman and any motion for adjournment and the resolution for winding up; or
- (c) the meeting is convened to consider the purchase by the company of any of its own shares, or a reduction of the capital of, the company; or
- (d) the proposition to be submitted to the meeting abrogates or varies or otherwise directly effects the special rights and privileges attaching to the Redeemable Preference Shares; and

(iv) as to Redemption:-

- (a) The Redeemable Preference Shares shall, subject to the provisions of the Company Act 1985 Part V Chapter VII, be redeemed in the following amounts by not later than the following dates or so soon after such respective dates as the Company shall be able to comply with the provisions of the Act relating to such redemption

<u>Redemption Date</u>	<u>No of Shares Redeemable</u>
31 March 2003	8,000
31 March 2004	8,000
31 March 2005	8,000
31 March 2006	8,000
31 March 2007	8,000

- (b) At the time fixed for redemption of any of the Redeemable Shares dividends shall cease to accrue on those shares except for any shares in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect of it or them in a form reasonably satisfactory to the Company), payment due at redemption was refused
- (c) If any holder of the Redeemable Shares fails or refuses to surrender the certificate or certificates for those shares, or fails or refuses to accept the redemption money payable in respect of them, the redemption money shall be retained and held by the company but without interest or further obligation whatever

(d) No redeemable shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of shares made for the purposes of the redemption, or out of capital to the extent permitted by the Company Act 1985

(e) No redeemable shares redeemed by the company shall be capable of re-issue and on redemption of any redeemable shares the directors may convert the authorised share capital created as a consequence of the redemption into shares of any other class of share capital into which the authorised share capital of the company is or may at that time be divided of a like nominal amount (as nearly as may be) as the shares of that class then in issue or into unclassified shares of the same nominal amount as the redeemable shares.

7 Subject to any direction to the contrary which may be given by the Company in general meeting, the directors are unconditionally authorised to allot, create, deal with or otherwise dispose of relevant securities (within the meaning of section 80(2) of the Act) to such persons (including any director) on such terms and at such times as they think fit, but no shares shall be issued at a discount.

8 Regulation 2 of Table A is amended by adding at the end "or, if there is no relevant resolution or so far as the resolution does not make specific provision, as the Directors determine".

9 The maximum nominal amount of share capital which the directors may allot or otherwise dispose of in accordance with article 4 is the nominal amount of unissued shares at the date of incorporation of the Company or such other amount as is authorised by the Company in general meeting.

10 The authority conferred on the directors by articles 4 and 5 shall remain in force for a period of 5 years from the date of the adoption of these Articles. This authority may be renewed by the Company in general meeting in accordance with section 80 of the Act.

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

#### **Lien**

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

13 Regulation 10 of Table A is amended by adding at the end of the following sentence :-

"The transferee shall be registered at the holder of the shares comprised in the transfer (whether the share certificate has been produced or not) and he shall not be bound to see to the application of the purchase consideration."

14 Regulation 11 of Table A is amended by replacing "to the person entitled to the shares at the date of the sale" with "to the person entitled to the shares immediately prior to the sale."

#### **Calls of shares and forfeiture**

15 Regulation 12 of Table A is amended by replacing "subject to receiving at least 14 clear days notice" with "subject to being given at least 14 clear days notice" and by replacing "before receipt of the Company of any sum due thereunder" with "before receipt by the Company of the sum due thereunder."

## Transfer of shares

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

- (A) A member, or person entitled to shares by way of the death or bankruptcy of a member, who wishes to transfer shares or any interest in shares ('the Vendor') shall give to the Company notice in writing ('the Transfer Notice'). A Transfer Notice shall constitute the directors the Vendor's agents for the sale of the shares specified in it ('the Sale Shares') at a price ('the Sale Price') which is agreed upon by the Vendor and the directors or, in the absence of agreement, which the auditors of the Company (acting as experts and not as arbitrators) certify to be in their opinion the fair value of the Sale Shares, as at the date of the Transfer Notice, as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company and its subsidiaries as a going concern but without taking into account (if it be the case) that the Sale Shares constitute a minority interest.
- (B) The auditors' certificate shall be binding upon all parties.
- (C) If the auditors are asked to certify the Sale Price the Company shall within 7 days of the issue of the auditors' certificate send a copy to the Vendor. The Vendor shall be entitled, by notice in writing given to the Company within 28 days of the copy being sent to him, to withdraw the Transfer Notice. The cost of obtaining the certificate shall be borne by the Vendor and by the Company equally. Save as provided for in paragraph (E) of this article a Transfer Notice shall not otherwise be revocable without the consent of all the directors of the Company, who may impose such condition upon any consent as they think fit, including a condition that the Vendor bears all associated costs.
- (D) Upon the Sale Price being agreed or certified and provided the Vendor does not withdraw the Transfer Notice in accordance with paragraph (C), the directors shall promptly, by notice in writing, offer the Sale Shares to the holders of the remaining shares at the Sale Price pro rata to their existing holdings. The offer shall be open for a period of 28 days from the date of the notice ('the Acceptance Period'). If the offerees within the Acceptance Period apply for all or any of the Sale Shares the directors shall allocate the Sale Shares or such of the Sale Shares as are applied for amongst the applicants for any of the Sale Shares, in the case of competition in proportion to their then existing holdings of shares (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by him).
- (E) If within the Acceptance Period applications are received from one or more of the other holders ('the Transferees') in respect of all or any of the Sale Shares, the directors shall promptly give notice in writing ('the Acceptance Notice') to the Vendor specifying the number of Sale Shares applied for and the place and time (being not earlier than 15 days and not later than 28 days after the date of the Acceptance Notice) at which the sale shall be completed. In the event that applications are received in part only for the Sale Shares the Vendor shall be entitled by notice in writing to the Company within 14 days of the Acceptance Notice being sent to him to withdraw the Transfer Notice.
- (F) Provided that the Transfer Notice has not been withdrawn in accordance with the provisions of paragraphs (C) or (E) of this article the Vendor shall be bound to transfer the Sale Shares, or such of the Sale Shares as are applied for, to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares (or, if some only of the Sale Shares have been applied for, the corresponding proportion of the Sale Price for all the Sale Shares) shall be made to the directors as agents for the Vendor. If the Vendor fails to transfer the Sale Shares, or such of the Sale Shares as are applied for, the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares, or such of the Sale Shares as are applied for, to the Transferees against payment of the Sale Price, or the corresponding

proportion of the Sale Price, to the Company. On payment to the Company, the Transferees shall be deemed to have obtained a good discharge for this payment. On execution and delivery of the transfers, the Transferees shall be entitled to require their names to be entered in the register of members as the holders by transfer of the Sale Shares or such of the Sale Shares as are applied for. The Company shall pay the price into a separate bank account in the Company's name and hold it in trust for the Vendor, after deducting any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the above powers, the validity of the proceedings shall not be questioned by any person.

- (G) If the offer of the Sale Shares at the Sale Price is accepted in part only within the Acceptance Period, the Vendor shall be at liberty during the period of 6 months following the expiry of the Acceptance Period to transfer all or any of the remaining Sale Shares to any person at a price not being less than a due proportion of the Sale Price. The directors may require to be satisfied that the Sale Shares not applied for are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the purchaser and, if not satisfied, may refuse to register the instrument of transfer. A director who is, or is nominated by, the Vendor shall not be entitled to vote at any board meeting at which a resolution relating to the sale is proposed.
- (H) If the offer of the Sale Shares at the Sale Price is not accepted in whole or in part within the Acceptance Period, the Vendor shall be at liberty during the period of 6 months following the expiry of the Acceptance Period to transfer all or any of the Sale Shares to any person at a price not being less than the Sale Price. The directors may require to be satisfied that the Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance of any kind to the Purchaser. If not satisfied, the directors may refuse to register the relevant instrument of transfer. A director who is, or is nominated by, the Vendor shall not be entitled to vote at any board meeting at which a resolution relating to the sale is proposed.
- (I) Notwithstanding the above, the directors may decline to register a transfer of a share on which the Company has a lien.
- (J) The restrictions on transfer contained in this article shall not apply to:
  - (i) a transfer approved in writing by all the members;
  - (ii) a transfer from one member to another.
  - (iii) a transfer by a corporate member ('the transferor company') to an associated company ('the transferee company') (that is to say, a holding company or wholly-owned subsidiary of the transferor company and any other wholly-owned subsidiary of any holding company). If the transferor company and the transferee company cease to be associated, the transferee company shall be deemed to have given a Transfer Notice immediately prior to that event in respect of all shares transferred to it unless it retransfers the shares to the transferor company;
  - (iv) a transfer by a corporate member to a company formed to acquire the whole or a substantial part of its undertaking and assets as part of a scheme of amalgamation or reconstruction. It must be proved to the reasonable satisfaction of the directors that the transfer bona fide falls within one of these exceptions.
  - (v) any transfer by Anthony Bonser or his personal representatives of all or any ordinary shares held by him to a privileged relation. For the purposes of this article, a privileged relation shall be his spouse or widow, children and grandchildren, including step and adopted children and their issue and step and adopted children of his children. Such transfers shall be without restriction as to price or otherwise and shall be registered by the directors.

- (K) For the purposes of this article the following shall be deemed to be a relevant event:
- (i) a direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that all or any of the shares be allotted, issued or transferred to some person other than himself;
  - (ii) a sale or other disposition of any beneficial interest in a share (whether or not for consideration) by a member otherwise than in accordance with the above provisions and whether or not made in writing;
  - (iii) a corporate member entering into liquidation (other than a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or an administrative receiver or a receiver being appointed over any of its assets or an administration order being made against it;
  - (iv) the bankruptcy of a member;
  - (v) the death of a member (other than Anthony Bonser or his personal representatives or any person who is a privileged relation of him);
  - (vi) any member who is an employee of the Company ceasing to be so employed for whatever reason (other than Anthony Bonser or his personal representatives or any person who is a privileged relation of him).
- (L) If a relevant event occurs in relation to a member, he shall be deemed to have given a Transfer Notice in respect of all shares of each class held by him or by any nominee for him immediately prior to the event.
- (M) If a corporate member ceases to be controlled by the person who at the time when it became a member had control, the member shall be deemed immediately prior to that event to have served a Transfer Notice in respect of all the shares held by it, unless all the other holders of shares otherwise agree in writing. For the purposes of this paragraph, a person shall be deemed to have control of a corporation if the corporation is a subsidiary of that person or would have been a subsidiary if that person had itself also been a corporation.
- (N) Any Transfer Notice deemed to have been given under paragraph (J)(iii), (L) or (M) of this article shall be deemed to contain a provision, binding on the Company, that unless all the Sale Shares comprised in it are sold by the Company pursuant to this article none shall be sold. Paragraph (C) of this article shall not apply in so far as it entitles the Vendor to withdraw the Transfer Notice. Where a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him he shall not be entitled to withdraw it.
- (O) For the purpose of ensuring that a transfer of shares is duly authorised, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given, the directors may require a member, the legal representatives of a deceased member, the liquidator of a corporate member or a person named as transferee in a transfer lodged for registration to furnish to the Company such information and evidence as the directors think fit regarding any matter they deem relevant to that purpose. If the information or evidence is not furnished to the satisfaction of the directors within a reasonable time after the request, the directors shall be entitled to refuse to register the transfer in question. In a case where no transfer is in question or if the information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the directors shall be entitled within a reasonable time to require, by notice in writing given to the registered holder, that a Transfer Notice be given in respect of the shares concerned. A director who is, or is nominated by, the Vendor or the holder of the shares concerned shall not be entitled to vote at any board meeting at which a resolution considering the registration of a transfer or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned is proposed. If the directors require that a Transfer Notice be given and it is not duly given within one month



from the date of its being required, the Transfer Notice shall be deemed to have been given at the expiration of the month and the provisions of this article shall take effect accordingly.

- (P) Subject to paragraph (O) of this article, the directors shall register any transfer made pursuant to or permitted by this article but shall refuse to register any other transfer.

#### **Transmission of shares**

- 17 Regulation 30 is amended by adding the following sentence after the first sentence :-

“The Directors may by written notice require the person to make his election within 28 days of the date of the notice and if he does not do so he shall be deemed to have elected to have become the holder of the share.”

- 18 Regulation 31 of Table A is amended by adding at the end the following sentences :-

“ When a person becomes entitled to a share by transmission, the rights of the holder in relation to it cease. The person entitled by transmission may give a good discharge for dividends and other distributions in respect of the share.”

- 19 Regulation 31 is further amended by replacing “shall have the rights” with “shall (unless and so long as he fails to comply with a notice requiring him to elect under regulation 30) have the rights.”

#### **Proceedings at general meetings**

- 20 No business shall be transacted at any meeting unless a quorum is present when the meeting commences business. Where there are two or more members of the Company two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum. Where there is only one member of the Company then the quorum shall be one. If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such day and at such time and place as the directors determine. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

- 21 The first sentence of Regulation 38 of Table A is amended by deleting “or a resolution appointing a person as a director.”

- 22 Notice of meetings need not be given to the directors as such and Regulation 38 of Table A is modified accordingly.

- 23 A poll may be demanded at any general meeting by any member entitled to vote at it. Regulation 46 of Table A shall be modified accordingly.

- 24 On a show of hands or on a poll votes may be given either personally or by proxy.

#### **Number of directors**

- 25 Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

#### **Alternate directors**

- 26 A director (other than an alternate director) may appoint any person with the consent of the other directors to be an alternate director and may remove from office an alternate director appointed by him.

Regulation 67 of Table A is amended by deleting the words which follow "if his appointers ceases to be a director."

- 27.1 When an alternate director is also a director or acts as an alternate director for more than one director, he shall have one vote for every director represented by him (in addition to his own vote if he is himself a director) and, when acting, shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.
- 27.2 An alternate director shall not be entitled to remuneration from the company for his services as an alternate director except that he may be paid by the company such part of the remuneration otherwise payable to his appointor as the appointor specifies by notice to the company.

#### **Delegation of powers**

- 28 The following sentence shall be inserted after the first sentence of regulation 72 of Table A:

A committee of directors has the power, unless the directors direct otherwise, to appoint as a member of the committee for any specific purpose a person who is not a director of the Company.

#### **Appointment and retirement of directors**

- 29 The directors are not subject to retirement by rotation. The final two sentences of regulation 79 of Table A do not apply to the Company.
- 30 The Company may by ordinary resolution appoint a person who is willing to act as a director either to fill a vacancy or as an additional director.
- 31 A member or members holding a majority in nominal amount of the issued share capital which confers the right to attend and vote at general meetings may at any time appoint any person to be a director, either as an additional director or to fill a vacancy, and may remove from office any director however appointed. The appointment or removal shall be effected by notice in writing to the Company signed by the member or members giving it or, in the case of a corporate member, signed by a director or by a person authorised by resolution of the directors or other governing body. The appointment or removal shall take effect when the notice is delivered to the registered office or to the secretary of the Company, or is produced at a meeting of the directors. The removal of a director shall be without prejudice to any claim which he may have under any contract with the Company.
- 32 There is no age limit for directors of the Company.
- 33 A director is not required to hold any qualification shares in the Company.

#### **Disqualification and removal of directors**

- 34 Regulation 81 of Table A shall be amended by substituting the following provisions for paragraphs (c) and (e):
- (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or
- (e) he is otherwise duly removed from office.

#### **Remuneration of directors**

- 35 Regulation 82 of Table A shall be amended by adding after 'entitled to such remuneration' the words 'for their services as such'.

## **Proceedings of directors**

- 36 Regulation 88 of Table A shall be amended by adding to the sentence:

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

the words:

unless he has given to the Company an address outside the United Kingdom to which notices should be sent and has requested the secretary to give him notice of such meetings.

- 37 If and so long as the minimum number of directors specified under these Articles is one:

- (a) a sole director may exercise all the powers conferred on the directors by the Articles, and shall do so by written resolution under his hand; and
- (b) regulations 88 to 90 of Table A shall not apply to the Company and article 34 of these Articles shall have no effect.

- 38 A director may participate in a meeting of the directors or a committee of directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner shall be deemed to constitute presence in person at the meeting.

- 39 Subject to disclosure in accordance with section 317 of the Act, a director shall be entitled to vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company.

## **Minutes**

- 40 Regulation 100 of Table A is amended by replacing paragraphs (a) and (b) with "of all proceedings of general meetings and at meetings of the directors"

## **The seal**

- 41 Regulation 101 of Table A is amended :-

- (a) by replacing "The seal shall only be used" with "If the company has a seal it shall be used only"; and
- (b) by adding at the end the following sentence :-

"A document signed by a director and a secretary or by two directors and expressed to be executed by the company has the same effect as if executed under the seal".

- 42 In accordance with section 39 of the Act the Company may have an official seal for use in any territory, district or place elsewhere than in the United Kingdom.

## **Dividends**

- 43 Regulation 107 of Table A is amended by adding at the end the following sentence :-

"Unclaimed dividends may be invested or otherwise made use of for the benefit of the company until claimed."

- 44 Regulation 108 of Table A is amended by replacing "twelve years" with "three years."

#### Notices

- 45 Regulation 115 of Table A is amended by :-

- (a) replacing "at the expiration of 48 hours after the envelope containing it was posted" with "at the expiration of 24 hours after the envelope containing it was posted if sent by first class post and at the expiration of 48 hours is sent by second class post."
  - (b) by adding the following sentences "A notice which is served by being left at the registered office of the addressee shall be deemed to have been give when it was left there. A notice given by facsimile transmission shall be deemed to have been given when the message was sent."
- 46 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail. A notice communicated by immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

#### Indemnity

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