

COMPLETION EGM (RESOLUTIONS)

Certified True Copy
Brighton and May
TSB/ANX/LIC/f

24/2/00

Company no: 3872127

The Companies Act 1985 (as Amended)

Company limited by shares

RESOLUTIONS

of

XtraPack Limited

formerly Trushelfco (No. 2566) Limited



At an Extraordinary General Meeting of the above-named Company duly convened and held on *11th February 2000* the following resolutions were passed, resolutions 1 and 2 as ordinary resolutions, and resolutions 3 and 4 as special resolutions:

Ordinary Resolutions

1. That the authorised share capital of the Company be increased to £300,000 by the creation of 299,900 additional Ordinary Shares of £1 each.
2. Irrespective of any existing authority under section 80 of the Companies Act 1985 ("CA 85"), that, pursuant to section 80 CA 85, the directors be and they are hereby authorised generally and unconditionally to allot relevant securities (as defined in section 80 of the CA 85) up to an aggregate nominal amount of £300,000 provided that this authority, unless renewed, shall expire on the date five years from the date on which this resolution is passed save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot the relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

Special Resolutions

3. That, subject to resolution 1 above being passed:
 - (A) the regulations contained in the document marked "A" produced to the meeting and for the purpose of identification signed by the chairman thereof be and the same are hereby approved and adopted as the articles

of association of the Company (the "New Articles") in substitution for and to the exclusion of all existing articles of association thereof;

- (B) each issued share of £1 each be redesignated as a "B Share" (as defined in the New Articles);
- (C) 209,998 of the additional Ordinary Shares of £1 each created pursuant to resolution 1 above be redesignated as "B Shares" (as defined in the New Articles); and
- (D) 90,000 of the additional Ordinary Shares of £1 each created pursuant to resolution 1 above be redesignated as "A Shares" (as defined in the New Articles).

4. That the statement of the objects of the Company contained in its memorandum of association be altered so that the objects of the Company shall be as set out in the document marked "B" produced to the meeting and for the purpose of identification signed by the Chairman thereof.

R. M. King

.....
Chairman of the meeting

Certified True Copy
Signed and Dated
24/2/00

" B "

R.M. King

Registered No. 3872127

The Companies Act 1985 (as Amended)

Company Limited by Shares

Memorandum of Association

of

XtraPack Limited



1. The name of the Company is "XTRAPACK LIMITED".
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
 - 3.1. To apply for and take out, purchase, licence, acquire and otherwise exploit any intellectual property rights including trade and service marks, copyrights, designs, patents, patent rights (whether or not any of these is registered), inventions and secret processes.
 - 3.2. To carry on the business of research and development and to carry on the business of an inventor, designer or research organisation.
 - 3.3. To issue and allot shares of the Company for cash or in payment or part payment for any real or personal property purchased or otherwise acquired by the Company or any services rendered to the Company or as security for any obligation or amount (even if less than the nominal amount of such securities) or for any other purpose.
 - 3.4. To give any remuneration or other compensation or reward for services rendered to the Company in or about the conduct or course of its business.
 - 3.5. To pay all the costs, charges and expenses preliminary or incidental to the promotion, formation, establishment and incorporation of the Company.
 - 3.6. To cease carrying on or wind up any business or activity of the Company, and to cancel any registration of and to wind up or procure the dissolution of the Company in any state or territory.

- 3.7. To distribute any of the property of the Company among its creditors and Members in specie or kind.
- 3.8. To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others.
- 3.9. To carry on any other business or activity and do anything of any nature which in the opinion of the Board of Directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking property or assets or otherwise to advance the interests of the Company or of its Members.
- 3.10. To do all such other things as in the opinion of the Board of Directors of the Company are or may be incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that "company" in this clause, except where used in reference to this Company, shall include any partnership or other body of persons, whether incorporated or not incorporated, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere, "person" shall include any company as well as any other legal or natural person, "and" and "or" shall mean "and/or" where the context so permits, "other" and "otherwise" shall not be construed ejusdem generis where a wider construction is possible, and the objects specified in the different paragraphs of this clause shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any business carried on by the Company, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate, distinct and independent company.

4. The liability of the Members is limited.
5. The share capital of the Company is £300,000 divided into 300,000 Shares of £1 each, and the Company shall have the power to divide the original or any increased capital into several classes.

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company, in pursuance of the Memorandum of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS
OF SUBSCRIBERS

Number of Shares
taken by each
Subscriber

For and on behalf of
TRUCIDATOR NOMINEES LIMITED,
35 Basinghall Street,
London EC2V 5DB

E. J. ZUERCHER

One

Authorised Signatory

For and on behalf of
TREXCO LIMITED,
35 Basinghall Street,
London EC2V 5DB

D. C. J. ROWE

One

Authorised Signatory

DATED the day of 199

WITNESS to the above Signatures:-

35 Basinghall Street,
London EC2V 5DB

Certified True Copy
Signatures and Names
2/12/00

A
R.M. King.

XTRAPACK LIMITED

ARTICLES OF ASSOCIATION

ARTICLES OF ASSOCIATION

of

XTRAPACK LIMITED

(Articles adopted on [1st February] 2000)



1. Interpretation

1.1 In these articles:-

"A Directors" has the meaning given in article 13 (Appointment and removal of A and B Directors);

"B Directors" has the meaning given in article 13 (Appointment and removal of A and B Directors);

"A Shares" has the meaning given in article 3 (Share capital);

"B Shares" has the meaning given in article 3 (Share capital);

"A Shareholder" means the holder of the A Shares from time to time;

"B Shareholder" means the holder of the B Shares from time to time;

"Offer Period" has the meaning given in article 7 (Voluntary Transfer: pre-emption);

"Offered Shares" has the meaning given in article 7 (Voluntary Transfer: pre-emption);

"Offeror" has the meaning given in article 7 (Voluntary Transfer: pre-emption);

"Recipient" has the meaning given in article 7 (Voluntary Transfer: pre-emption);

"Sale Price" has the meaning given in article 7 (Voluntary Transfer: pre-emption);

"share" means an A Share or a B Share;

"shareholder" means an A Shareholder or a B Shareholder;

A handwritten signature is located in the bottom right corner of the document. It appears to be a stylized signature, possibly reading "F. M." or similar.

"Table A" means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended prior to the date of adoption of these articles;

"Transfer" means, in relation to any share, to transfer the entire legal and beneficial interest in that share free from all claims, liens, charges, encumbrances and equities and together with all rights attached or accruing to the share; and any derivative term, as well as any reference to a "Transfer", shall have the corresponding meaning; and

"Transfer Notice" has the meaning given in article 7 (Voluntary Transfer: pre-emption).

1.2 In these articles, unless otherwise specified:-

- (A) words and expressions which bear particular meanings in Table A shall bear the same meanings in these articles;
- (B) references to "writing" include references to any method of representing or reproducing words in a legible and non-transitory form; and
- (C) headings are for convenience only and shall not affect construction.

2. Table A

2.1 The regulations contained in Table A shall, except where they are excluded or modified by these articles, apply to the company and, together with these articles, shall constitute the articles of the company. No other regulations set out in any statute concerning companies, or in any statutory instrument or other subordinate legislation made under any statute, shall apply as the regulations or articles of the company.

2.2 Regulations 2, 8 to 22 (inclusive), 24, 26, 30, 32 to 35 (inclusive), 40, 41, 43, 50, 54, 57, 58, 60, 61, 62, 64, 65, 73 to 80 (inclusive), 82, 87, 88 to 90 (inclusive), 94, 104, 110, 112 and 115 of Table A shall not apply to the company.

3. Share Capital

3.1 The authorised share capital of the company at the date of adoption of these articles is £300,000 divided into 90,000 A Shares of £1 each ("A Shares") and 210,000 B shares of £1 each ("B Shares"). The authorised share capital shall consist only of A Shares and B Shares in the proportion 3:7.

3.2 The company may by ordinary resolution:

- (A) increase its authorised share capital by the creation of new shares of such amount as the resolution prescribes; and

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

PROVIDED THAT these powers and the other powers set out in these articles are only exercised consistently with the provisions in this article.

- 3.3 The issued A Shares and the issued B Shares shall carry the respective rights to additional shares, voting rights and rights to appoint and remove directors and be subject to the restrictions on transfer set out in these articles but in all other respects each individual share shall be identical and rank *pari passu*. The issued share capital of the company shall always consist of A Shares and B Shares in the proportion 3:7.
- 3.4 For the purposes of declaring and paying dividends, no account shall be taken of the respective amounts paid up or treated as paid up on the shares on which the dividend is to be paid.
- 3.5 Shares may only be held by bodies corporate.
- 3.6 Share certificates need not be sealed and regulation 6 of Table A shall be modified accordingly.

4. Unissued Shares

- 4.1 No A Share nor any right to subscribe for or convert any security into an A Share shall be allotted otherwise than to the A Shareholder and no B Share nor any right to subscribe for or convert any security into a B Share shall be allotted otherwise than to the B Shareholder UNLESS, within one month before the allotment, both the A Shareholder for the time being and the B Shareholder for the time being have consented in writing to that allotment and its terms and to the identity of the allottee.
- 4.2 Unissued share capital of the company for the time being may, however, only be issued in such manner as to maintain the proportion of A Shares and B Shares referred to in article 3.3.
- 4.3 Section 89(1) of the Act shall not apply to an allotment of any equity security PROVIDED THAT that allotment conforms to the requirements of these articles.
- 4.4 Shares in the capital of the company must be issued fully paid.

5. Initial Authority to Issue Relevant Securities

The directors are authorised to exercise all powers of the company to allot relevant securities PROVIDED THAT the consent of the A Shareholder for the time being and the B Shareholder for the time being to that allotment have been obtained if required by these articles and the allotment otherwise

conforms to the requirements of these articles. The maximum nominal amount of relevant securities that may be allotted under this authority shall be the nominal amount of the unissued share capital at the date of adoption of this article or such other amount as may from time to time be authorised by the company in general meeting. The authority conferred on the directors by this article shall remain in force for a period of five years from the date of adoption of these articles but may nevertheless be revoked, varied or renewed from time to time and at any time by the company in general meeting in accordance with the Act.

6. Transfer of Shares

6.1 The directors shall be bound to register a transfer of legal title to any share if the transfer is in accordance with article 6.3.

6.2 Neither the A Shareholder nor the B Shareholder shall, otherwise than in accordance with article 6.3:-

- (A) sell, transfer or otherwise dispose of any share or any legal or beneficial interest in that share;
- (B) pledge, mortgage (whether by way of fixed or floating charge) or otherwise encumber any share or any legal or beneficial interest in a share;
- (C) enter into any agreement in respect of the votes attached to any share except in circumstances where the other shareholder shall be party to any such agreement;
- (D) renounce or assign any right to receive any share or any legal or beneficial interest in that share; or
- (E) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing.

6.3 A shareholder may Transfer part or all of its shares to a single body corporate if:-

- (A) it obtains, not more than 56 days prior to the date of the Transfer, the consent in writing of the other shareholder to the Transfer, its terms and the person to whom the Transfer will be made; or
- (B) the Transfer is in accordance with article 7 (Voluntary Transfer: pre-emption).

7. Voluntary Transfer: Pre-Emption

7.1 The A Shareholder or the B Shareholder, as the case may be (the "Offeror"), may at any time after 28th February 2002 transfer part or all of its shares (the

"Offered Shares") PROVIDED THAT, prior to the Transfer of those shares, it gives a notice in writing (the "Transfer Notice") to the company and to the other shareholder (the "Recipient"):-

- (A) informing them of the proposed Transfer of the Offered Shares;
- (B) setting out the identity of the third party from whom the Offeror has received an offer for the Offered Shares and the price per share offered by the third party for the Offered Shares, which must be payable in cash (the "Sale Price");
- (C) certifying that the third party has not been offered more favourable terms than the terms of the offer made to the other shareholder in the Transfer Notice and that there are no collateral agreements which make the arrangement more favourable to the third party; and
- (D) offering to sell the Offered Shares to the Recipient at the Sale Price within the time period (the "Offer Period") beginning at the date the Transfer Notice is served and ending 30 days after that date.

7.2 Upon service of the Transfer Notice:-

- (A) the Transfer Notice shall constitute the company the agent of the Offeror for the Transfer of each of the Offered Shares at the Sale Price in accordance with this article;
- (B) the Offeror shall not Transfer the Offered Shares until the completion of procedures in this article except in accordance with the procedures in this article;
- (C) the Recipient may accept the offer by serving notice in writing to that effect on the company and the Offeror, but if it does not so accept within the Offer Period then the offer will lapse at the expiry of the Offer Period;
- (D) during the Offer Period, the Transfer Notice shall be revocable only with the consent in writing of the Recipient and if it is revoked:-
 - (i) the Offeror may not subsequently Transfer the Offered Shares except in accordance with article 6.3 (Transfer of shares) and may not give a subsequent Transfer Notice to initiate a Transfer under this article within six months after the date on which the Transfer Notice is revoked; and
 - (ii) the provisions of this article shall otherwise cease to apply in relation to the revoked Transfer Notice.

7.3 If the offer is duly accepted by the Recipient during the Offer Period, the shareholders shall be obliged to complete the sale and purchase of shares

within seven days after the expiry of the Offer Period, at such reasonable time and place as shall be specified by written notice from the company to the Offeror and the Recipient served on them not less than 48 hours before completion PROVIDED THAT neither shareholder shall be obliged to complete unless the sale and purchase of all the Offered Shares to be sold in accordance with this provision is completed simultaneously (although completion of the sale and purchase of some shares will not affect the rights of either shareholder with respect to the other shares).

7.4 Upon completion of the sale from the Offeror to the Recipient in accordance with article 7.3:-

- (A) the Offeror shall deliver to the Recipient a duly executed Transfer in favour of the Recipient, or such other person as it may nominate by written notice received by the Offeror not less than 48 hours before completion, together with the relevant share certificates and, if requested by the Recipient, a power of attorney in a form and in favour of a person nominated by the Recipient not less than 48 hours before completion, so as to enable the Recipient to exercise all rights of ownership in relation to the shares including, without limitation, the voting rights;
- (B) against delivery in accordance with sub-paragraph 7.4(A), the Recipient shall pay the aggregate transfer price, being the Sale Price multiplied by the number of Offered Shares, to the Offeror by bankers' draft on the date of completion or in such other manner as may be agreed by the shareholders before completion;
- (C) the shareholders shall procure (so far as they are able) that the transfer of shares is registered;
- (D) the Offeror shall do all such acts/and or execute all such documents in a form satisfactory to the Recipient as the Recipient may reasonably require to give effect to the Transfer of shares pursuant to this article; and
- (E) unless otherwise notified by the Recipient by notice received not less than 24 hours before completion, the Offeror shall procure the removal, with effect from completion, of all directors appointed or designated by holders of the class of shares comprising the Offered Shares.

7.5 If any sum payable under this article is not paid (otherwise than as a result of default by the shareholder entitled to payment) the unpaid sum will carry interest calculated on a daily basis which may, without limiting the rights of the shareholder entitled to payment, be claimed as a debt or liquidated demand, for the period from and including the due date up to the date of actual payment (after as well as before judgement) at a rate of 2 per cent over the base rate from time to time of Barclays Bank plc.

7.6 If an Offeror fails or refuses to Transfer any shares to the Recipient as required under this article:-

- (A) the company shall by written notice authorise some person to execute and deliver on the Offeror's behalf the necessary instrument of transfer and to do any other acts and/or execute any other documents on the Offeror's behalf required in connection with the Transfer of shares under this article;
- (B) the company may receive the purchase money in trust for the Offeror and receipt of the company for the purchase money shall be good discharge for the Recipient, who shall not be bound to see to the application of the purchase money;
- (C) the company shall, subject to the instrument of transfer being duly stamped, cause the transferee to be registered as holder of the Offered Shares; and
- (D) once registration has taken place in purported exercise of the power contained in this paragraph, the validity of the proceedings shall not be questioned by any person.

7.7 If the offer is not duly accepted by the Recipient during the Offer Period, the Offeror may Transfer the Offered Shares to the third party specified in the Transfer Notice by way of *bona fide* sale PROVIDED THAT:-

- (A) the price is the Sale Price and is as set out in the instrument of transfer without any rebate, allowance or deduction whatever;
- (B) the terms are not more favourable than the terms of the offer made in the Transfer Notice;
- (C) there are no collateral agreements which make the arrangement more favourable to the third party; and
- (D) the Transfer takes place within 56 days after the date on which the Offer Period ends.

8. Quorum at General Meetings

No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on. The quorum at any general meeting or adjourned general meeting shall be two persons, of whom one shall be the A Shareholder present in person or by proxy and one shall be the B Shareholder present in person or by proxy. If within 15 minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any general meeting a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place. Each shareholder not present at the meeting shall be

notified in writing of the date, time and place for the adjourned meeting. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, then PROVIDED that the business of the meeting does not include consideration of any resolution to remove a director (whether an A Director or a B Director), the shareholder present shall constitute a quorum. If the business of the meeting does include such a resolution, the quorum shall be two persons, of whom one shall be the A Shareholder present in person or by proxy and one shall be the B Shareholder present in person or by proxy.

9. Votes

At a general meeting on a show of hands every shareholder present in person shall have one vote, and on a poll every shareholder present in person or by proxy shall have one vote for each share of which he is the holder EXCEPT THAT no shares of either class shall confer any right to vote upon a resolution for the removal from office of a director appointed or designated by the holder of shares of the other class.

10. Form of Proxy

An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the directors may approve and shall be deemed to include authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated in it, be valid for any adjournment of the meeting as well as for the meeting to which it relates.

11. Delivery of Proxies

The instrument appointing a proxy and (if required by the directors) any authority under which it is executed or a copy of the authority, certified notarially or in any other manner approved by the directors, may be delivered to the office (or to some other place or to some person specified or agreed by the directors) before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposed to act or, in case of a poll taken subsequently to the date of the meeting or adjourned meeting, before the time appointed for the taking of the poll, and an instrument of proxy which is not so delivered shall be invalid. The directors may at their discretion treat a faxed or other machine made copy of an instrument appointing a proxy as such an instrument for the purposes of this article.

12. Number and Age of Directors

The number of directors shall not be less than two or more than six. No director shall be required to retire or vacate his office, and no person shall be ineligible for appointment as a director, by reason of his having attained any particular age. No shareholding qualification for directors shall be required.



13. Appointment and Removal of A and B Directors and the Appointment of the Chairman by the B Shareholder

- 13.1 No more than three directors shall at any time hold office as "A Directors", being directors appointed or designated by the A Shareholder, and no more than three directors shall at any time hold office as "B Directors", being directors appointed or designated by the B Shareholder.
- 13.2 Subject to article 13.1, the A Shareholder for the time being shall be entitled, from time to time, to appoint persons to be A Directors of the company or to designate as A Directors existing directors of the company who are neither A Directors nor B Directors.
- 13.3 Subject to article 13.1, the B Shareholder for the time being shall be entitled, from time to time, to appoint persons to be B Directors of the company or to designate as B Directors existing directors of the company who are neither A Directors nor B Directors.
- 13.4 Any A Director may at any time be removed from office by the A Shareholder and any B Director may at any time be removed from office by the B Shareholder.
- 13.5 Any appointment or removal or designation of a director pursuant to this article shall be in writing and signed by or on behalf of the A Shareholder or the B Shareholder (as the case may be) and served on the company. In the case of a body corporate, the appointment or removal or designation may be signed on its behalf by a director or secretary of the body corporate or by its duly appointed attorney or duly authorised representative.
- 13.6 The right to appoint and to designate and to remove A Directors or B Directors under this article shall be a class right attaching to the A Shares and the B Shares respectively.
- 13.7 No A Director or B Director shall be appointed or designated or removed otherwise than pursuant to this article, save as provided by law.
- 13.8 The Chairman of all meetings of the directors and general meetings will be a B Director and regulations 42 and 91 of Table A shall be modified accordingly.
- 13.9 The Chairman of all meetings of the directors is entitled to a double or casting vote at all times.

14. No director shall be entitled to any remuneration.

14. Alternate Directors

Any director (other than an alternate director) may appoint any other director, or any other person who is willing to act, to be an alternate director and may remove from office an alternate director so appointed by him.

15. Notice of Directors' Meetings

A director may, and the secretary at the request of a director shall, call a meeting of directors. Notice of a meeting of the directors shall be deemed to be properly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last known address or any other address given by him to the company for this purpose, or by any other means authorised in writing by the director concerned. A director absent or intending to be absent from the United Kingdom may request the directors that notices of meetings of the directors shall during his absence be sent in writing to him at an address or to a fax or telex number given by him to the company for this purpose, but if no request is made to the directors it shall not be necessary to give notice of a meeting of the directors to any director who is for the time being absent from the United Kingdom. A director may waive notice of any meeting either prospectively or retrospectively.

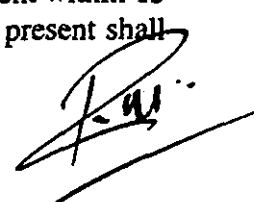
16. Participation in Meetings of Directors by Telephone

All or any of the directors or any member of a committee of directors may participate in a meeting of directors or the relevant committee, as the case may be, by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear each other. A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is.

17. Proceedings of Directors

17.1 Subject as provided in these articles, the directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. No business shall be transacted at any meeting of the directors unless a quorum is present at the commencement of the meeting and also when that business is voted on. The quorum shall be two directors, of whom one at least shall be an A Director or an alternate director appointed by an A Director and one at least a B Director or an alternate director appointed by a B Director.

17.2 If within 15 minutes (or such longer time as the persons present may all agree to wait) from the time appointed for any meeting of the directors a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and place. Each director not present at the meeting shall be notified in writing of the date, time and place for the adjourned meeting which shall usually be held at International Packaging's head office at Rickmansworth. If at the adjourned meeting a quorum is not present within 15 minutes from the time appointed for the meeting, those directors present shall constitute a quorum.



18. Committees of Directors

A committee of the directors must include at least one A Director and at least one B Director, and its quorum shall be the same as for a meeting of the directors.

19. Resolutions of Directors

All decisions made at any meeting of the directors or of any committee of the directors shall be made only by resolution. In the case of an equality of votes the chairman shall have a second or casting vote. A director who is also an alternate director shall be entitled to a separate vote on behalf of his appointor in addition to his own vote.

20. Directors' Interests

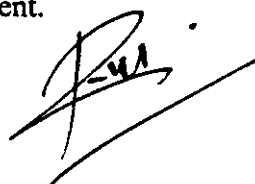
A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract with the company shall declare the nature of his interest at a meeting of the directors in accordance with the Act. Subject, where applicable, to such disclosure, a director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.

21. Notices

Any notice or other document may be served on or delivered to any shareholder by the company either personally, or by sending it by post addressed to the shareholder at his registered address or by fax or telex to a number provided by the shareholder for this purpose, or by leaving it at his registered address addressed to the shareholder, or by any other means authorised in writing by the shareholder concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders.

22. Time of Service

Any notice or other document, if sent by post, shall be deemed to have been served or delivered 48 hours after posting and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post, or sent by fax or telex or other instantaneous means of transmission, shall be deemed to have been served or delivered when it was so left or sent.

A handwritten signature in black ink, appearing to be 'R-41', with a long horizontal stroke extending to the right.