

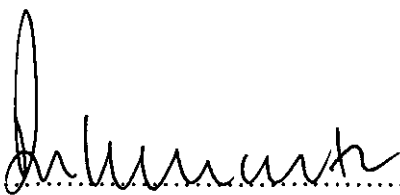
COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY SHARES

ACE SIGNS GROUP LIMITED
(Company Number: 4427113)

We, the undersigned, being all of the Members for the time being of the Company entitled to attend and vote at General Meetings pass the following resolutions as a Written Resolutions pursuant to Sections 381A and 381B Companies Act 1985:

WRITTEN RESOLUTIONS

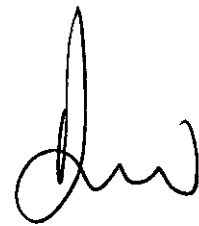
- 1 THAT the authorised share capital of the Company be increased from £100 to £1,000 by the creation of an additional 900 Ordinary Shares of £1 each ranking pari passu in all respects with the existing Ordinary Shares of the Company.
2. THAT the Articles of Association in the form annexed hereto (for the purpose of identification initialled by the Chairman) be and are hereby adopted as the new Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.

.....
a duly authorised officer for and on behalf of
WOLLASTONS NOMINEES LIMITED
(Sole Member)

DATED: 4th July, 2002



**THE COMPANIES ACT 1985 AND 1989
PRIVATE COMPANY LIMITED BY SHARES**



**NEW
ARTICLES OF ASSOCIATION
of
ACE SIGNS GROUP LIMITED**

(Adopted by Written Resolution passed on 4 July 2002)

1 Preliminary

The regulations contained in Table A ('Table A') in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Companies Act 1985 (Electronic Communications) Order 2000) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to 'regulations' are to regulations in Table A.

2 Private company

The Company is a private company within the meaning of Section 1(3) of the Companies Act 1985.

3 Interpretation

(1) In the first line of regulation 1 after the word 'regulations' the words 'and in any articles adopting in whole or in part the same' shall be inserted.

(2) In these Articles:

(a) unless the context otherwise requires the following expressions have the following meanings:

'paid up' means, in relation to a share, paid up or credited as paid up;

'Relevant Agreement' means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles;

'Representatives' means, in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity;

'share' means a share in the capital of the Company of whatever class;

'Shareholders' means the members of the Company together (and the expression 'Shareholder' shall be construed accordingly);

- (b) words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles;
- (c) words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporate; and (in each case) vice versa;
- (d) references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Article or references to sub-paragraphs of the paragraph in which the reference appears;
- (e) in relation to any member, references to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned.

4 Share capital

- (1) The authorised share capital of the Company at the date of adoption of these Articles is £1,000 divided into 1,000 ordinary shares of £1 each all of which are issued fully paid and shall be one class of shares but shall carry the respective voting rights and rights to appoint and remove directors and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall rank *pari passu*.
- (2) The Company shall not have power to issue share warrants to bearer.

5 Issue of new shares

- (1) Save with the prior written consent of members holding not less than three quarters in nominal value of the issued shares:
 - (a) no shares may be allotted or issued to any person; and
 - (b) the Company shall not exercise any of the powers referred to in regulations 3, 32, 33, 34, 35 and 110.

- (2) Subject as aforesaid and subject to Section 80 of the Act all unissued shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper provided that no shares shall be issued at a discount.
- (3) Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company.

6 Lien

The lien conferred by regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid up or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all monies presently payable by him or his estate to the Company. Furthermore, such lien shall extend to all amounts payable in respect of a share. The directors may resolve to exclude any share or any amount payable in respect of a share from the application of this Article. Regulation 8 shall be modified accordingly.

7 Calls

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 of the words 'and all expenses that may have been incurred by the Company by reason of non-payment of the call'.

8 Transfer of shares

- (1) No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles or any Relevant Agreement) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to Article 12):
 - (a) as permitted by Article 9;
 - (b) as permitted by Article 10;
 - (c) as permitted by a Relevant Agreement
- (2) If a member at any time commits a breach of paragraph (1) of this Article 8 in relation to any share he shall be deemed immediately prior to such breach to have given a transfer notice in respect of such share.
- (3) For the purpose of ensuring that a particular transfer of shares is permitted under these Articles any Shareholder may require the transferor or the person

named as transferee in any transfer lodged for registration to furnish him and the directors with such information and evidence as such Shareholder may think reasonably necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of such Shareholder within a period of 28 days after such request the directors shall, unless such Shareholder otherwise directs, refuse to register the transfer in question.

- (4) The directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:

- (a) of a share on which the Company has a lien;
- (b) of a share (not being a fully paid share) to a person of whom they shall not approve;

and shall in any event refuse to register the transfer of a share which is prohibited by any Relevant Agreement.

The first sentence of regulation 24 shall not apply.

- (5) The election by the Representatives of a member to become the registered holders of any share pursuant to regulation 30 shall be permitted by the directors. Regulation 30 shall be modified accordingly.

9 Permitted transfers

- (1) For the purposes of this Article:
- (a) 'privileged relation' in relation to a member means the spouse (or widow or widower) of the member and any child of the member and for the purposes aforesaid a step-child or adopted child or illegitimate child of any member shall be deemed to be a child of such member;
 - (b) 'family trust' means, in relation to a member being an individual or a deceased member, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of (i) that member and/or a privileged relation of that member or (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities), and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member or his privileged relations.

- (2) A member being an individual (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any of the shares held by him:
 - (a) to a privileged relation; or
 - (b) to trustees to be held upon a family trust of such member.
- (3) Where shares are held by trustees upon a family trust:
 - (a) such shares may on any change of trustees be transferred to the new trustees of that family trust;
 - (b) such shares may at any time be transferred to any person to whom under paragraph (2) the same could have been transferred by the settlor if he had remained the holder thereof;
 - (c) if and whenever any such shares cease to be held upon a family trust (otherwise than in consequence of a transfer authorised by sub-paragraph (b)) or there cease to be any beneficiaries of that family trust other than a charity or charities the trustees shall be deemed immediately to have given a transfer notice in respect of all their relevant shares; and
 - (d) for the purposes of this paragraph the expression 'relevant shares' means and includes (so far as the same remain from time to time held by the trustees) the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.
- (4)
 - (a) Any member being a body corporate (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any shares held by it to a member of the same group (as hereinafter defined).
 - (b) Where shares have been transferred under sub-paragraph (a) (whether directly or by a series of transfers thereunder) from a body corporate ('the transferor company' which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ('the transferee company') and subsequently the transferee company ceases to be a member of the same group as the transferor company then the transferee company shall forthwith transfer the relevant shares (as hereinafter defined) to the transferor company; and failure so to transfer such shares within 28 days of the transferee company ceasing to be a member of the same group as the transferor company shall result in a transfer notice being deemed immediately to be given in respect of the relevant shares.
 - (c) For the purposes of this paragraph:

- (i) the expression 'a member of the same group' means a company which is from time to time a holding company of which the transferor company is a wholly-owned subsidiary or a wholly-owned subsidiary of the transferor company or of any holding company of which the transferor company is a wholly-owned subsidiary; and
 - (ii) the expression 'relevant shares' means and includes (so far as the same remain from time to time held by the transferee company) the shares originally transferred to the transferee company and any additional shares issued or transferred to the transferee company by virtue of the holding of the relevant shares or any of them.
- (6) Any member may at any time transfer all or any of his shares to any person with the prior written consent of all the Shareholders.
- (7) The Representatives of a member may at any time transfer all or any of the shares to which they are entitled to any person to whom the registered holder would be permitted to transfer the same under these Articles.
- (8) If the Representatives of a member are permitted under these Articles to become registered as the holders of any of such member's shares and elect so to do then such shares may at any time be transferred by those Representatives to any person to whom under this Article the same could have been transferred by such member if he had remained the holder thereof, but no other transfer of such shares by the Representatives shall be permitted under this Article.
- (9) Unless all the members otherwise agree, no transfer of any share permitted by this Article shall be made during the active period of any transfer notice or deemed transfer notice in respect of such share (and for this purpose 'active period' in respect of a given notice means the period from the time of its service until the time when no member has any further rights or obligations, directly or indirectly, pursuant to that notice)

10 Pre-emption

- (1) Except in the case of a transfer pursuant to Article 8(1), a Shareholder who wishes to transfer any Shares (the "Seller") shall give notice in writing of such wish to the Company (the "Transfer Notice"). No Transfer Notice shall be given by any Shareholder before the third anniversary of the date of adoption of these Articles. Each Transfer Notice shall:-
 - (a) specify the number of shares which the Seller wishes to transfer (the "Sale Shares");
 - (b) specify the identity of any person to whom the Seller wishes to transfer the Sale Shares (the "Proposed Transferee");

- (c) specify the price per share (the "Sale Price") at which the Seller wishes to transfer the Sale Shares;
 - (d) be deemed to constitute the Company as the Seller's agent for the sale of the Sale Shares at the Sale Price in the manner prescribed by these Articles; and
 - (e) not be varied or cancelled.
- (2) The Seller may provide in the Transfer Notice that unless buyers are found for all or not less than a specified number of the Sale Shares, he shall not be bound to transfer any of such Shares ("Minimum Transfer Condition") and any such provision shall be binding on the Company. Notwithstanding the other provisions of this Article, if the Transfer Notice contains a Minimum Transfer Condition the Company may not make any allocation of Sale Shares unless and until it has found buyers for the minimum number specified in the Minimum Transfer Condition.
- (3) The Board may, within five Business Days of receipt of the Transfer Notice, offer at the Sale Price such number of Sale Shares to such person as the Board may specify (including, for the avoidance of doubt, the Company and/or any employee trust). If the offeree of the Sale Shares applies for any of them within four Business Days of the date of such offer, the Company shall allocate to the offeree the number of Sale Shares applied for on the tenth Business Day following receipt of the Transfer Notice. If all of the Sale Shares are allocated, the provisions of Articles 10(4) to 10(7) (inclusive) shall not apply. If none or some only of the Sale Shares are so allocated, the remaining provisions of this Article shall have effect as if references to Sale Shares shall mean those not allocated in accordance with this Article.
- (4) The Company shall on the tenth Business Day following receipt of the Transfer Notice give notice in writing to each of the Shareholders (other than the Seller) offering for sale the Sale Shares at the Sale Price, provided that, if the Board considers that the provisions of this Article could mean that the offer of the Sale Shares would require a prospectus in accordance with the Public Offers of Securities Regulations 1995, the Board shall be entitled to devise such other method of offering such Sale Shares which does not require a prospectus (including, but without limitation, offering the Sale Shares to a limited number of Shareholders selected by such method as the Board shall determine). The notice shall specify that the Shareholders shall have a period of 25 Business Days from the date of such notice within which to apply for some or all of the Sale Shares.
- (5) It shall be a term of the offer that, if there is competition for the Sale Shares, such Sale Shares shall be treated as offered to each Shareholder in proportion (as nearly as may be) to the percentage of the total number of votes which, on a poll, members are entitled to cast at a general meeting of the Company, which such Shareholder is entitled to cast (the "Proportionate Allocation"). However, in his application for Sale Shares a Shareholder may, if he so

desires, indicate that he would be willing to purchase a particular number of Shares in excess of his Proportionate Allocation ("Extra Shares").

- (6) The Company shall allocate the Sale Shares as follows:-
- (a) if the total number of Sale Shares applied for is equal to or less than the available number of Sale Shares, each Shareholder shall be allocated the number applied for in accordance with his application; or
 - (b) if the total number of Sale Shares applied for is greater than the available number of Sale Shares, each Shareholder shall be allocated his Proportionate Allocation or such lesser number of Sale Shares for which he has applied and applications for Extra Shares shall be allocated in accordance with such applications or, in the event of competition, among those Shareholders applying for Extra Shares in such proportions as equal (as nearly as may be) the proportions of all the Shares held by such Shareholders.
- (7) Allocations of Sale Shares made by the Company pursuant to this Article shall constitute the acceptance by the persons to whom they are allocated of the offer to purchase those Sale Shares on the terms offered to them, provided that no person shall be obliged to take more than the maximum number of Sale Shares that he has indicated to the Company he is willing to purchase.
- (8) The Company shall forthwith upon allocating any Sale Shares give notice in writing (a "Sale Notice") to the Seller and to each person to whom Sale Shares have been so allocated of the number of Sale Shares so allocated and the aggregate price payable therefor. Completion of the sale and purchase of those Sale Shares in accordance with the Sale Notice shall take place within five Business Days after the date of the Sale Notice whereupon the Seller shall, upon payment of the price due in respect thereof, transfer those Sale Shares specified in the Sale Notice to the persons to whom they have been allocated and deliver the relevant Share certificates.
- (9) Save in the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 10(8), the Company may receive such purchase money and may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument has been duly stamped, the Company shall cause the name of the proposed transferee to be entered in the register of members as the holder of such Sale Shares and shall hold the purchase money on trust (without interest) for the Seller. The receipt of the Company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Sale Shares by the Company, if the Seller defaults in transferring any Sale Shares pursuant to Article 10(8), the Company may nominate some person to execute an instrument of transfer of such Sale Shares in the name and on behalf of the Seller and thereafter, when such instrument

has been duly stamped, the Company shall cause such share capital to be cancelled in accordance with the Act and shall hold the purchase money on trust (without interest) for the Seller.

- (10) If all the Sale Shares are not sold under the pre-emption provisions contained in Articles 10(1) to 10(9) (inclusive), the Company shall (forthwith upon the exhaustion of such provisions) so notify the Seller and the Seller may at any time, within three calendar months after receiving such notification, transfer to the Proposed Transferee any unsold Sale Shares at any price not less than the Sale Price, provided that:-
- (a) the Company may refuse registration of any Proposed Transferee if the Board reasonably believes the Proposed Transferee to be a competitor of the Company or a person connected with such a competitor (or a nominee of either);
 - (b) if the Seller stipulated in the Transfer Notice a Minimum Transfer Condition which has not been satisfied, the Seller shall not be entitled to sell any Sale Shares unless he complies with such Minimum Transfer Condition; and
 - (c) any such sale shall be a sale in good faith and the Board may require to be satisfied (in such manner as it may reasonably think fit) that the Sale Shares are being sold for not less than the Sale Price without any deduction, rebate or allowance whatsoever and if not so satisfied may refuse to register the transfer.

11 Directors approval of transfer of shares

Except for a transfer of shares which is permitted under these Articles as mentioned in Article 8(1), the Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share, and Regulation 24 of Table A shall be modified accordingly.

12 Prohibited transfers

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind

13 Proceedings at general meetings

- (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members present in person or by proxy representing not less than three quarters in nominal value of the issued shares shall be a quorum. Regulation 40 shall not apply
- (2) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the

next week, at the same time and place (or to such other day and at such other time and place as all the Shareholders may agree in writing). If at any adjourned meeting such a quorum is not present within half an hour from the time appointed for the adjourned meeting any two members present in person or by proxy shall be a quorum. Regulation 41 shall not apply

- (3) At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly
- (4) An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative
- (5) The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting

14 Written resolutions

Any written resolution of the members may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

15 Delegation of directors' powers

The Shareholders may at any time and from time to time revoke all or any of the powers delegated to a managing director or other executive director pursuant to regulation 72 by notice in writing in like manner as provided in Article 16(2). Regulation 72 shall be modified accordingly.

16 Appointment and retirement of directors

- (1) Any Shareholder holding one third in nominal value of the issued shares (including those held by any privileged relation or family trust, but so that this Article 16 shall not apply to any such privileged relation or family trust) shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be a "Nominated Director".
- (2) A notice of appointment or removal of a Director pursuant to this Article shall take effect upon lodgement at the office or on delivery to a meeting of the directors or on delivery to the secretary.
- (3) Every Nominated Director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 19) and neither the

company in general meeting nor the directors shall have power to fill any such vacancy

- (4) Any Nominated Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine.

17 Non Rotation

The directors shall not be subject to retirement by rotation and accordingly regulations 3 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded.

18 Regulations 76-80

No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

19 Disqualification and removal of directors

Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as hereinbefore provided.

20 Remuneration of directors

The ordinary remuneration of the directors shall from time to time be determined by an ordinary resolution of the Company, and shall (unless such resolution otherwise provides) be divisible among the Nominated Directors as they may agree, or, failing agreement, equally, except that any Nominated Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Regulation 82 shall not apply.

21 Pensions

The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply.

22 Proceedings of directors

- (1) The quorum for the transaction of the business of the directors shall be such number as shall include all Nominated Directors appointed under Article 16(1), but subject thereto, it shall be two.
- (2) In the event that at any duly convened meeting of the directors or of any committee of the directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or to such other day, and at such other time and place as the Nominated Directors may agree in writing).

23 Chairman

The chairman of any meeting of the directors shall not be entitled to a second or casting vote.

24 Notice of meetings

Unless otherwise agreed by each Nominated Director in any particular case, at least 10 clear days' notice in writing shall be given of every meeting of the directors, except any absent from the United Kingdom from time to time who have (a) (in the case of a Nominated Director) nominated an alternate or (b) failed to furnish the Company with an address abroad to which such notices may be forwarded. The third sentence of regulation 88 shall not apply to the Company.

25 Telephone meetings

All or any of the members of the board of directors or any committee the board may participate in a meeting of the board or that committee by means of conference telephones 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.

26 Directors' interests

A director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply.

27 Borrowing powers

The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

28 Accounts and information

Each Shareholder shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the chairman). The Company shall give each such Shareholder all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply.

29 Notices

A notice sent by post shall be deemed to be given at the time when the same was posted. The second sentence of regulation 115 shall not apply.

30 Indemnity and insurance

- (1) Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.
- (2) The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

31 Overriding provisions

- (1) Notwithstanding the provisions of these Articles the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to any Relevant Agreement.
- (2) Where the approval, agreement or consent of any member or director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles.

32 Company seal

The Company need not have a company seal and pursuant to Section 36A of the Act may execute and deliver any document as a deed under the signature of any two directors or of one director and the secretary. A certificate in respect of any shares or other securities in the Company shall be validly issued if it is executed as a deed as aforesaid.

33 Representatives

These Articles shall be binding upon and (except as otherwise provided herein) shall enure for the benefit of each member's Representatives.