

COMPANY NUMBER: 4448876



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

CROSSCO (697) LIMITED

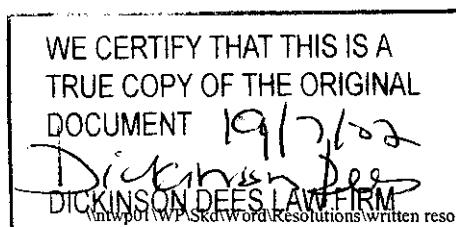
(in the process of changing its name to Advanced Total Energy Care Limited)

passed on 17 July 2002

Pursuant to section 381A of and schedule 15A to the Companies Act 1985 (as amended), I the undersigned, being sole the member of the Company for the time being entitled to receive notice of and to attend and vote at general meetings of the Company, hereby unanimously pass the following resolutions as written resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if the same had been passed at a general meeting duly convened and held.

WRITTEN RESOLUTIONS

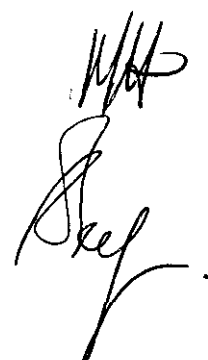
1. That the existing issued and unissued 100 ordinary shares of £1 each be converted to 100 "A" ordinary shares of £1 each.
2. That the authorised share capital of the Company be increased to £150,000 by the creation of 74,900 new "A" ordinary shares of £1 each and 75,000 "B" ordinary shares of £1 each, such new shares to rank pari passu in all respects with the existing 100 ordinary shares of £1 each in the capital of the Company.
3. That:-
 - 3.1 the directors be and are hereby generally authorised pursuant to and in accordance with section 80 of the Companies Act 1985 (the "Act") to exercise during the period from the date of the passing of this resolution until the day preceding the fifth anniversary of the date of this resolution all the powers of the Company to allot relevant securities (as defined in section 80 of the Act) to a maximum nominal amount of £149,999;
 - 3.2 the directors be empowered to allot and to make offers or arrangements to allot equity securities (as defined in section 94 of the Act) pursuant to and during the period of the said authority as if section 89(1) of the Act did not apply to such allotment; and
 - 3.3 for the purposes of this resolution, the said authority and the said power shall allow and enable the directors to make offers or agreements before the expiry of the said period which would or might require the making of allotments after such expiry.
4. That the regulations contained in the printed document attached to this resolution be and the same are hereby approved and adopted as the articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.



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A handwritten signature and the date "17.07.02" written next to it.

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
CROSSCO (697) LIMITED



(adopted by a written resolution passed on 17 July 2002)

1. **EXCLUSION**

Except as provided for in these Articles, no regulations set out in any statute or in any statutory instrument made under any statute concerning companies shall apply to the Company. The following shall be the Company's articles of association.

2. **INTERPRETATION**

2.1 In these Articles the following words and expressions have the following meanings:-

"Acceptance Notice"	The meaning specified in Article 8.9;
"Acceptance Period"	The meaning specified in Article 8.8;
"Act"	The Companies Act 1985 (as amended by the Companies Act 1989) and every statutory modification or re-enactment thereof for the time being in force;
"A Director"	Any person (or that person's alternate director) so appointed by a member or members holding "A" Shares;
"A Shares"	Ordinary shares of £1 each, having the rights set out in these Articles;
"B Director"	Any person (or that person's alternate director) so appointed by a member or members holding "B" Shares;
"B Shares"	"B" ordinary shares of £1 each, having the rights set out in these Articles;
"company"	Any body corporate;
"Family Trusts"	As regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of the individual and so that for these purposes a person shall be deemed to be beneficially interested in a share if such share or its income is or may become liable to be transferred or paid or applied or

	appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred by such trusts on any person or persons;
"Member of the Same Group"	A company which is for the time being a holding company or a subsidiary of that company or of any such holding company;
"Permitted Transfer"	The meaning specified in Article 8.1;
"Prescribed Period"	The meaning specified in Article 8.3;
"Privileged Relation"	As regards any particular individual member or deceased or former individual member:- <ul style="list-style-type: none"> (a) his spouse; and (b) his surviving spouse; and (c) all his lineal descendants in direct line of that individual and their lineal descendants and a husband or wife or former husband or wife or widower or widow of any of the above persons. A step-child or adopted child or illegitimate child of any person shall be deemed to be a lineal descendant of such person and of the lineal ascendants of such person;
"Relevant Shares"	(so far as the same remain for the time being held by a Privileged Relation, the trustees of any Family Trusts or by any Transferee Company) the shares originally transferred to such Privileged Relation, trustees or Transferee Company and any additional shares issued to such Privileged Relation, trustees or Transferee Company by way of capitalisation or acquired by such Privileged Relation, trustees or Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred;
"Sale Price"	The meaning specified in Article 8.6;
"Sale Shares"	The meaning specified in Article 8.3;
"Seller"	The meaning specified in Article 8.3;
"Table A"	Table A set out in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985;
"Transfer Notice"	The meaning specified in Article 8.3; and
"Transferee Company"	A company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the Same Group (the relevant Transferor Company in the case of a series of such transfers being the first

transferor in such series);

“Transferees” The meaning specified in Article 8.9.

“Transferor Company” A company (other than a Transferee Company) which has transferred or proposes to transfer shares to a Member of the Same Group;

2.2 In these Articles:-

2.2.1 any gender includes any other gender;

2.2.2 the singular includes the plural and vice versa;

2.2.3 the headings in these Articles are for convenience only and shall not affect the interpretation of these Articles;

2.2.4 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);

2.2.5 the *eiusdem generis* rule shall not apply, so that general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and

2.2.6 references to writing include any method of reproducing words in a legible and non-transitory form.

3. **TABLE A**

3.1 The regulations contained in Table A shall apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.

3.2 Regulations 8 to 22, 23, 26, 48 to 52, 57, 58, 62, 64, 73 to 78, 80, 89, 90, 94, 95, 97, 109 and 115 of Table A shall not apply to the Company.

3.3 Regulations 3, 6, 24, 32, 34, 35, 40, 41, 44, 46, 54, 60, 63, 65, 79, 81, 82, 88 and 110 shall apply to the Company with the modifications set out below.

4. **SHARE CAPITAL**

4.1 The share capital of the Company at the date of the adoption of these Articles is £ 150,000 divided into 75,000 “A” Shares and 75,000 “B” Shares.

4.2 Subject to the provisions of these Articles and of the Act, any unissued shares for the time being in the capital of the Company shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons (including any director), on such terms and conditions and at such time or times as they think proper but so that no shares shall be issued at a discount.

5. **SHARE RIGHTS**

Except as provided for in Article 13, there are no specific rights attaching to the “A” Shares and the “B” Shares and they shall rank *pari passu* in all respects.

6. CLASS RIGHTS

6.1 The "A" Shares and the "B" Shares shall constitute separate classes of shares and the following shall be deemed to be a variation of the special class rights attached to the shares of each class:-

6.1.1 by the Company:-

- (a) altering its memorandum or articles of association; or
- (b) varying in any way (whether directly or indirectly) the rights attached to any of the shares for the time being in the capital of the Company; or
- (c) applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company; or
- (d) entering into a contract to purchase any of its shares; or
- (e) redeeming any of its shares; or

6.1.2 by the Company or any of its subsidiaries:-

- (a) altering, increasing, reducing, sub-dividing or consolidating its authorised or issued share capital; or
- (b) granting any option or other right to subscribe for shares; or
- (c) disposing of its undertaking or any substantial part thereof; or
- (d) disposing of or acquiring any interest in any share in the capital of any company.

6.2 Regulation 3 in Table A shall apply as if after the words "Subject to the provisions of the Act" there were inserted the words "and of Article 6.1".

6.3 The words "ordinary resolution" shall not apply and the words "special resolution" shall apply in their place in regulations 32 and 34 in Table A.

6.4 The following words shall conclude the last sentence in regulation 35 in Table A, "provided that following any purchase the proportions of "A" Shares and "B" Shares shall be the same as before such purchase".

7. PERMITTED TRANSFERS OF SHARES

7.1 The first sentence of regulation 24 of Table A shall not apply. Subject to the remaining provisions of regulation 24 of Table A and to Article 8.13 the directors shall register any transfer made pursuant to or permitted by these Articles, but shall refuse to register any other transfer.

7.2 Subject to the provisions of this Article 7, any shares may at any time be transferred:-

7.2.1 by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to a Privileged Relation of such member; or

- 7.2.2 by any individual member (not being a holder of the shares concerned as a trustee of any Family Trusts) to trustees to be held upon Family Trusts related to such individual member; or
 - 7.2.3 by any member being a company to a Member of the Same Group as the Transferor Company (except where such member is a holder of the shares concerned as a trustee of any Family Trusts); or
 - 7.2.4 by any person entitled to shares in consequence of the death of an individual member to any person to whom such individual member, if not dead, would be permitted to transfer the shares concerned under these Articles.
- 7.3 Where shares have been transferred under Articles 7.2.1 or 7.2.2 to trustees of Family Trusts, the trustees and their successors in office may (subject to the provisions of Article 7.2) transfer all or any of the Relevant Shares as follows:-
- 7.3.1 to the trustees for the time being of the Family Trust concerned on any change of trustees;
 - 7.3.2 to the trustees for the time being of any other trusts being Family Trusts in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trusts or discretion vested in the trustees thereof or any other person; and
 - 7.3.3 to the relevant member or any Privileged Relation of the relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as aforesaid.
- 7.4 If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except when a transfer of those shares is authorised to be and is to be made to the person or persons entitled to them, it shall be the duty of the trustees holding such shares to notify the directors in writing that such event has occurred and the trustees shall be bound, if and when required in writing by the directors so to do, to serve a Transfer Notice in respect of the shares concerned.
- 7.5 If following any transfer of shares permitted pursuant to this Article 7 any person to whom shares are transferred as a Privileged Relation ceases to be a Privileged Relation of the relevant member or former member, the relevant former Privileged Relation holding such shares shall immediately notify the directors in writing that such event has occurred and the former Privileged Relation shall be bound, if and when required in writing by the directors so to do within 12 months of the directors being notified that the member has ceased to be a Privileged Relation, immediately to serve a Transfer Notice in respect of the Relevant Shares.
- 7.6 If a Transferee Company ceases to be a Member of the Same Group as the Transferor Company from which (whether directly or by a series of transfers under Article 7.2.3) the Relevant Shares derived, the Transferee Company shall notify the directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to the Transferor Company or a transfer being deemed to be authorised under the provisions of these Articles) the Transferee Company shall be bound, if and when required in writing by the directors within 12 months of the directors being notified that the member had ceased to

be a Member of the Same Group, immediately, to give a Transfer Notice in respect of the Relevant Shares.

8. PRE-EMPTION RIGHTS ON TRANSFER

- 8.1 Except in the case of a transfer of shares expressly authorised by Article 7 or otherwise permitted by the following provisions (a "Permitted Transfer"), no transfer, disposal, charge, mortgage, assignment or other dealing in any shares or any interest or right therein shall occur other than the transfer of the whole legal and equitable title to such shares free from all liens, charges and encumbrances and with all rights, title and interest in existence at the date of transfer together with all rights which may arise in respect thereof (and "transfer of shares" shall be construed accordingly in these Articles).
- 8.2 A member may at any time and from time to time create an equitable or floating charge on or over any of his shares provided that such member shall remain the registered holder of the shares in question and retain all rights and discretions in relation to the exercise of the voting and other rights attaching thereto. In the event that the chargee shall become entitled to realise his security or otherwise exercise his rights as chargee and shall seek to do so, such member shall be deemed to have given a Transfer Notice immediately prior to such date.
- 8.3 Any member who wishes to transfer shares or any interest in shares (a "Seller") shall give to the Company notice thereof in writing (the "Transfer Notice"). Subject as mentioned in the following provisions, a Transfer Notice shall constitute the directors as the Seller's agents for the sale of the shares specified in the Transfer Notice (the "Sale Shares") at the Sale Price and during the period expiring on the date that the procedure contemplated by this Article 8 has been exhausted (the "Prescribed Period") in accordance with the following provisions of this Article 8.
- 8.4 Except as provided in these Articles, a Transfer Notice once given or required to be given or deemed to have been given shall not be revocable except with the consent of all of the directors of the Company, who may impose such condition to any consent as they think fit, including a condition that the Seller bears all costs arising therefrom.
- 8.5 A Transfer Notice (other than a Transfer Notice required to be given or deemed to have been given pursuant to these Articles) may contain a provision that unless all or a specified number of the Sale Shares are sold by the Company within the Prescribed Period pursuant to this Article the Transfer Notice shall be withdrawn and any such provision shall be binding on the Company.
- 8.6 The expression "Sale Price" shall mean in respect of each Sale Share such sum per share as shall be agreed between the Seller and the directors or, failing agreement being reached within 28 days of service of the Transfer Notice, the following shall apply:-
- 8.6.1 the matter shall be referred immediately to an independent referee (the "Referee") to be agreed between the Seller and the directors and in default of agreement to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the Seller or the directors. The Referee shall be deemed to be acting as an expert and not as an arbitrator and accordingly the Arbitration Act 1950 (or any statutory modification or re-enactment of it) shall not apply. The decision of the Referee shall be final and conclusive and shall be binding upon both the Seller and the directors;

- 8.6.2 the Referee shall be instructed to produce a certificate showing the value of the Sale Shares for the purposes of this Article 8.6;
- 8.6.3 the Referee shall be required to consider all representations as to valuation or otherwise made in writing by either the Seller or the directors;
- 8.6.4 the Sale Price shall be computed by reference to the fair selling value of the Sale Shares on the open market as between a willing seller and a willing purchaser by reference to the value of the whole of the issued share capital of the Company and not taking account as to whether or not the Sale Shares represent a majority or minority of the shares and not taking account of the restrictions on the transferability of the Sale Shares;
- 8.6.5 the Referee shall take into account all relevant circumstances and shall have absolute and unfettered discretion as to the weight he shall give thereto; and
- 8.6.6 the Referee shall also determine which of the Seller and the Company or in what proportions they shall bear the costs of the reference including the costs, fees and expenses of professional experts whom he may consult and the Referee's out of pocket payments and expenses. Such costs shall, in the absence of any determination by the Referee, be borne as to one half by the Seller and as to one half by the Company.
- 8.7 In the event of the Sale Price determined as aforesaid not being acceptable to the Seller he may give notice in writing to the directors within 21 days of the receipt of the certificate as aforesaid and then the Transfer Notice shall be deemed to be withdrawn. If the Seller gives notice under this Article 8.7 he shall bear the whole of the fees and expenses of any such certificate as aforesaid.
- 8.8 Upon the Sale Price being agreed or determined and provided the Seller does not give notice of withdrawal under Article 8.7 the directors shall immediately by notice in writing offer the Sale Shares at the Sale Price. Such offer shall first be made to the other members of the Company. To the extent that such offers are not accepted in whole or in part the remaining Sale Shares shall then be offered by the Company at the Sale Price within seven days of the closing of the initial offer to members of the Company that accepted the initial offer. Each such offer shall specify a time (not being less than 21 days in the case of an initial offer and 14 days in the case of a subsequent offer and not more than 42 days in either case) (the "Acceptance Period") within which it must be accepted failing which it shall lapse. In the case of competition in respect of any such offer, the Sale Shares so offered shall be allocated to the acceptors in proportion (as nearly may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holding of the relevant class or classes of shares.
- 8.9 If within the Acceptance Period the other members accept the offer of all of the Sale Shares or any of them at the Sale Price and on the basis set out in Article 6.9 (the "Transferees"), the directors shall immediately give notice in writing (the "Acceptance Notice") of such acceptance to the Seller and the Transferees and shall specify in such notice the place and time (being not earlier than seven and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares shall be completed. If the Transfer Notice stated that the Seller is not willing to transfer part only of the Sale Shares or less than a specified number of Sale Shares, the obligation in this Article 6.10 to transfer shall not apply unless the directors shall have found Transferees for the whole of the Sale Shares or not less than such specified number.

- 8.10 The Seller shall be bound to transfer the Sale Shares to the Transferees at the time and place specified in the Acceptance Notice when payment of the Sale Price for the Sale Shares shall be made to the directors as agents for the Seller and share certificates in respect of the relevant Sale Shares shall be delivered to the directors. The Seller shall be deemed to transfer the Sale Shares with full title guarantee free from all encumbrances and shall deliver to the directors on behalf of the Transferees duly executed stock transfer forms in respect of and certificates for the Sale Shares. If the Seller shall fail to transfer the Sale Shares any director shall be deemed to have been appointed the attorney of the Seller with full power to execute, complete and deliver, in the name and on behalf of the Seller, a transfer of the Sale Shares to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed to have obtained a good discharge for such payment and on execution and delivery of the transfer (subject to the transfer being duly stamped and to Article 8.13 and the second sentence of regulation 24 of Table A) the Transferees shall be entitled to insist upon their names being entered in the register of members as the holders by transfer of the Sale Shares. The Company shall hold the purchase money in trust for the Seller but shall not be bound to earn or pay interest on it and shall act on behalf of the Seller in settling any fees or expenses falling to be borne by him. After the names of the Transferees have been entered in the register of members in purported exercise of the powers referred to above the validity of the proceedings shall not be questioned by any person.
- 8.11 If the offer of the Sale Shares at the Sale Price shall not be taken up in whole or in part by the Transferees within the Acceptance Period or if the directors shall within the Prescribed Period give to the Seller notice in writing that the directors have no prospect of finding Transferees, then the Seller for a period of three months thereafter shall be at liberty to transfer all (but not part only) of any remaining Sale Shares to any person who is not a member of the Company at a price not being less than the Sale Price (after deducting, where appropriate, any dividend or other distribution declared or made in respect of the Sale Shares after the giving of the Transfer Notice and to be retained by the Seller) and otherwise on the terms set out in the Transfer Notice provided that:-
- 8.11.1 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 transfers without any deduction, rebate or allowance of any kind (other than in respect of any dividend or other distribution are referred to above) to the proposed purchasers and if not so satisfied may refuse to register the relevant instrument of transfer;
 - 8.11.2 any director appointed by the Seller pursuant to Article 14 shall not be entitled to vote at any board meeting at which a resolution considering such sale is proposed; and
 - 8.11.3 the provisions of this Article 8.11 shall not apply in the case of a Transfer Notice deemed to be served under Article 10.
- 8.12 Upon the Seller ceasing to be a member of the Company, the Seller shall procure that all directors appointed by him to the board of the Company pursuant to Article 14 shall resign immediately upon completion of the transfer of all his shares in the Company.
- 8.13 Notwithstanding the foregoing provisions of this Article 8, the directors may decline to register any transfer of any share on which the Company has a lien or in respect of any share which is not fully paid.

- 8.14 The restrictions on transfer contained in this Article 8 shall not apply to any transfer from the holder of one class of ordinary shares to another holder of the same class.

9. COMPULSORY TRANSFERS

- 9.1 For the purposes of this Article 8 the following shall be deemed (without limitation) to be service of a Transfer Notice by the relevant member in respect of all the shares in the Company held by him and/or his Privileged Relation:-
- 9.1.1 except in the case of a Permitted Transfer, any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
 - 9.1.2 any sale, dealing or other disposition of a share or any interest thereon or rights attaching thereto (whether or not for consideration or otherwise) otherwise than in accordance with the provisions of these Articles;
 - 9.1.3 a member of the Company entering into a transaction of the kind referred to in this Article 8 or otherwise attempting to transfer any shares otherwise than in accordance with these Articles;
 - 9.1.4 if any company which is a member at any time ceases to be controlled by the person (which expression shall include a body corporate or a firm) or persons who at the time when the company 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. For the purposes of this Article 9.1.4, a person shall be deemed to have control of a limited company if by reason of the ownership of shares in that limited company or otherwise, the person concerned is able directly or indirectly to secure that the affairs of that limited company are conducted in accordance with the wishes of that person;
 - 9.1.5 if a member being a company has an administrative receiver or a receiver or a manager or an administrator or a liquidator appointed or a supervisor or enters into an arrangement with its creditors;
 - 9.1.6 if a member being an individual has a trustee in bankruptcy appointed or enters into an arrangement with his creditors;
 - 9.1.7 subject to Article 6, if a member dies; or
 - 9.1.8 if a member has a receiving order or any similar order made against him under the provisions of the Mental Health Act 1983 or any statutory modification or re-enactment of the same.
- 9.2 A Transfer Notice deemed to have been given under Article 9.1 shall not be revocable and if a member gives a Transfer Notice in circumstances where a Transfer Notice would otherwise be deemed to have been given by him under this Article 8, then this Article 8 shall apply.
- 9.3 For the purpose of ensuring that a transfer of shares is permitted under these Articles, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given under these Articles, the directors may require any member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish

to the Company such information and evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within such time as the directors may reasonable stipulate, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares provided that any director nominated by the Seller 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 do so require and the Transfer Notice is not duly given within 28 days from the date of its being required, such Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of Article 9.1 shall take effect accordingly.

- 9.4 In the case of a member who is also an executive director or an employee of the Company or a member to whom any shares have been transferred directly or indirectly from an executive director or employee pursuant to the provisions of Article 6 on such director or employee ceasing to be a director or employee, the directors may serve notice on such members requiring them to serve a Transfer Notice (as defined in Article 7), which Transfer Notice may not be withdrawn subsequently in respect of all the shares held by such members.

10. PROCEEDINGS AT GENERAL MEETINGS

- 10.1 Two members including at least one holder of "A" Shares and at least one holder of "B" Shares present in person or by proxy or by a duly authorised corporate representative shall be a quorum. For the purposes of these Articles one individual may constitute a meeting if that individual is a proxy or a duly authorised corporate representative for holders of both classes of shares. The second sentence of regulation 40 in Table A shall not apply.
- 10.2 Regulation 41 in Table A shall be read as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefor, or if during the meeting a quorum ceases to be present, such adjourned meeting shall be dissolved" were added to the end thereof.
- 10.3 In regulation 44 in Table A the words "of the class of shares the holder of which appointed him as director" shall be substituted for the words "any class of shares in the company".
- 10.4 Subject to the provisions of the Act, a poll may be demanded by the chairman or by any member entitled to vote present in person or by proxy or by a duly authorised corporate representative. The second sentence in regulation 46 in Table A shall not apply.
- 10.5 A poll demanded on any question shall be taken forthwith and the chairman may appoint scrutineers (who need not be members) and the result of the poll shall be declared as soon as is practicable in all the circumstances.
- 10.6 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not be entitled to a second or casting vote in addition to any other vote he may have.
- 10.7 The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.

11. VOTES OF MEMBERS

- 11.1 Regulation 54 in Table A shall apply as if the following words were added to the end thereof, "provided that no shares of either class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class".
- 11.2 Regulation 60 in Table A shall apply as if the following words were added after the words "the appointor", "(or, if a corporation, under the hand of a duly authorised officer of the corporation)", and as if the following words were added to the conclusion thereof, "and shall be deemed to confer authority to speak and to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit".
- 11.3 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified by a solicitor or in some other way approved by the directors, shall be deposited at the office of the Company or, immediately prior to a general meeting or class meeting, given to the secretary or the chairman of the meeting. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates and shall entitle a proxy to speak as well as to vote at a meeting.
- 11.4 Regulation 63 in Table A shall apply as if the following words were omitted from the conclusion thereof "or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll".

12. NUMBER OF DIRECTORS

The number of directors shall not exceed eight comprising up to four "A" Directors and up to four "B" Directors.

13. ALTERNATE DIRECTORS

Regulation 65 in Table A shall apply as if the words "approved by resolution of the directors and" were omitted therefrom.

14. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 14.1 A director shall not retire by rotation. References in Table A to the rotation of directors shall not apply.
- 14.2 The member or members for the time being holding a majority in nominal value of the "A" Shares in issue may at any time and from time to time by notice in writing signed on behalf of such member or members (which shall be effective immediately upon its delivery to the registered office of the Company) appoint up to four people to be "A" Directors and appoint another person in the place of any person so appointed who has ceased for any reason to be an "A" Director.
- 14.3 Notwithstanding anything in these Articles or in any agreement between the Company and such director, an "A" Director may be removed from office at any time by the member or members for the time being holding a majority in nominal value of the "A" Shares in issue by notice in writing signed on behalf of such member or members which shall be effective immediately upon its delivery to the registered office of the Company. Such removal shall be without prejudice to any claim such director may have for damages for breach of any agreement between the director and the Company.

- 14.4 The member or members for the time being holding a majority in nominal value of the "B" Shares in issue may at any time and from time to time by notice in writing signed on behalf of such member or members (which shall be effective immediately upon its delivery to the registered office of the Company) appoint up to four people to be "B" Directors and appoint another person in the place of any person so appointed who has ceased for any reason to be a "B" Director.
- 14.5 Notwithstanding anything in these Articles or in any agreement between the Company and such director, a "B" Director may be removed from office at any time by the member or members for the time being holding a majority in nominal value of the "B" Shares in issue by notice in writing signed on behalf of such member or members which shall be effective immediately upon its delivery to the registered office of the Company. Such removal shall be without prejudice to any claim such director may have for damages for breach of any agreement between the director and the Company.
- 14.6 Every director appointed pursuant to Articles 14.2 and 14.4 shall hold office until that director is either removed pursuant to Articles 14.3 or 14.5 or dies or vacates office and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.
- 14.7 Any director shall be at liberty from time to time to make such disclosures to a shareholder (and where such shareholder is a body corporate to its holding company or any of the subsidiary companies of such holding company) appointing the director as to the business and affairs of the Company as the director shall in that person's absolute discretion determine.
- 14.8 Except in manner provided by or pursuant to Articles 14.2 and 14.4 no person shall be appointed to fill any vacancy occurring in the office of director and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.
- 14.9 The last two sentences of regulation 79 in Table A shall not apply.

15. DISQUALIFICATION AND REMOVAL OF DIRECTORS

Regulation 81 in Table A shall apply as if the following were added after regulation 81(e):-

"(f) he is removed from office pursuant to these Articles".

16. REMUNERATION OF DIRECTORS

The words "ordinary resolution" shall not apply and the words "special resolution" shall apply in their place in regulation 82 in Table A.

17. PROCEEDINGS OF DIRECTORS

- 17.1 Except with the consent of the holders of 75% of the "A" Shares and 75% of the "B" Shares, no resolution of the Board shall be passed unless at least both two "A" Directors and two "B" Directors vote in favour of it.
- 17.2 Without prejudice to the first sentence of regulation 88 in Table A, a meeting of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others and to be heard by each of the others simultaneously and the word "meeting" in these Articles and in Table A shall be construed accordingly.

- 17.3 In the case of an equality of votes, the chairman shall not have a second or casting vote. The fifth sentence in regulation 88 in Table A shall not apply.
- 17.4 Subject to Article 17.5, the quorum necessary for the transaction of business by the directors shall be either:-
- 17.4.1 if any "A" Directors have been appointed and are in office, one "A" Director and one "B" Director; and
- 17.4.2 if no "A" Directors are in office, two "B" Directors.
- 17.5 If a quorum is not present within two hours of the time appointed for holding a meeting of the directors, or if a quorum ceases to be present, the meeting shall, subject to agreement by all the directors (whether present or not) to the contrary and to Article 17.7, be adjourned until the same time and place on the third working day following the date for which the meeting was originally convened and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 17.6 A director may vote as a director in regard to any contract, arrangement or any other proposal whatsoever in which he is interested or upon any matter arising therefrom and if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract, arrangement or proposal is under consideration.
- 17.7 If at any time at or before any meeting of directors the "A" Directors present or of the "B" Directors present shall request that such meeting should be adjourned or reconvened to another time or date not being less than three business days nor more than 14 business days after the meeting (whether to enable further consideration to be given to any matter or for other directors to be present or for any other reason which need not be stated) then such meeting shall be adjourned or reconvened accordingly, and no business shall be transacted or proceeded with at that meeting after such request has been made. No such request may be made in relation to the same subject matter at the meeting next following a meeting at which such request was made.

18. ACCOUNTS

Each member shall (as such) have the right of inspecting any accounting records or other book or document of the Company.

19. CAPITALISATION OF PROFITS

The words "ordinary resolution" shall not apply and the words "special resolution" shall apply in their place in regulation 110 in Table A.

20. SHARE CERTIFICATES

Every share certificate shall, if the Company has a seal, be sealed with the seal or signed by a director and by the secretary or a second director and shall specify the number, class and distinguishing numbers (if any) of the share to which it relates and the amount or respective amounts paid thereon. The second sentence of regulation 6 in Table A shall be amended accordingly.

21. **THE SEAL**

If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by two directors or by one director and the secretary.