

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

OSBORNE STREET ESTATES LIMITED ("the Company")

(Company Number: 04867959)

We, the undersigned members of the Company, entitled to receive notice of and attend and vote at General Meetings of the Company, in terms of Section 381A of the Companies Act 1985 do HEREBY DECLARE the following Resolutions to have been passed as Special Resolutions, as if they had been passed at a General Meeting of the Company duly convened and held that subject to completion of the shareholders' agreement entered into between Douglas Wheatley, Ahli United Bank (UK) plc and the Company:-

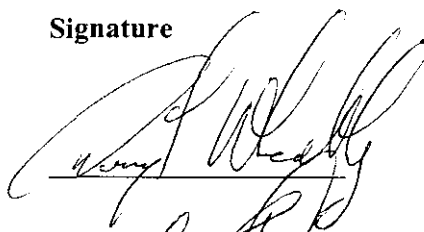
- (i) the Company adopt new articles of association ("**the New Articles of Association**") in the form of the draft annexed to this Written Resolution and signed for the purposes of identification by one of the Directors of the Company in substitution for and to the entire exclusion of the existing Articles of Association;
- (ii) the existing 200 Ordinary Shares of £1 each in the capital of the Company be and are hereby reclassified as 100 A Ordinary Shares of £1 each and 100 B Ordinary Shares of £1 each with the benefit of the rights attaching to those shares pursuant to the New Articles of Association

Name


Signature

Date

Douglas Wheatley



25/11/3

 ~~AUB Secretaries Ltd~~

Ahli United Bank (UK) plc



Director

25th November 2003

Ahli United Bank (UK) plc



EDT *EQIP9QM** 0030
COMPANIES HOUSE 05/12/03
LD5 *L6322077* 0441
COMPANIES HOUSE 05/12/03

Registered No: 4867959

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

of

OSBORNE STREET ESTATES LIMITED ("the Company")

(Adopted by Special Resolution passed on 25th November 2003)

PRELIMINARY

- 1.1 The Company is a private company limited by shares and accordingly any offer to the public of shares in or debentures of the Company or any allotment of or agreement to allot shares in or debentures of the Company with a view to their being offered for sale to the public is prohibited.
- 1.2 Subject as hereinafter provided and except where the same are varied by or inconsistent with these presents the Regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 (as amended prior to the adoption of these Articles) (hereinafter called "**Table A**") shall apply to the Company.
- 1.3 Regulations 2, 3, 8, 17, 39, 40, 41, 50, 53, 54, 64, 66, 67, 73 to 80 inclusive, 82, 87, 89, 93, 94 to 97 inclusive and 118 of Table A shall not apply to the Company.
- 1.4 The provisions of Section 89(1) and Sections 90(1) to 90(6) of the Companies Act 1985 (as amended by the Companies Act 1989) ("**the Act**") shall not apply to the Company.
- 1.5 In the event of any ambiguity or inconsistency between those regulations of Table A which apply to the Company and these Articles, the provisions of these Articles shall prevail.

SHARES

- 2.1 The share capital of the Company (at the date of adoption of these Articles) is £1,000 divided into 500 'A' Ordinary Shares of £1 each ("**A' Shares**") and 500 'B' Ordinary Shares of £1 each ("**B' Shares**"). The rights and the restrictions attached to and binding on to the 'A' Shares and 'B' Shares are set out in these Articles, in particular in Articles 8 to 9 (inclusive).
- 2.2 'A' Shares and 'B' Shares shall constitute different classes of shares for the purposes of the Act but shall, save as expressly provided in the Articles, confer upon the holders thereof the same rights and rank pari passu in all respects.



- 3.1 All shares in the capital of the Company for the time being unissued which are relevant securities (as defined in Section 80(2) of the Act) shall be under the control of the Directors who are generally and unconditionally authorised to allot, agree to allot, grant options over or convert any security into or otherwise dispose of such shares or any of them subject as hereinafter mentioned at such time or times as they think fit, subject to the terms of these Articles, in the period of five years from the date of the adoption of these Articles.
- 3.2 At the expiry of such five year period, the authority contained in Article 3.1 shall expire, but such authority shall allow the Company to make an offer or agreement before the expiry of such authority which would or might require the allotment, grant of options over, conversion of any security into or other disposal of shares after the expiry of such authority, and the Directors may allot, grant options over, convert any security into or otherwise dispose of shares pursuant to any such offer or agreement as if such authority had not expired.
- 3.3 Unless otherwise determined by all of the members, unissued shares in the capital of the Company for the time being shall only be allotted as follows:-
- (i) every allotment shall be in the proportion 1:1 in respect of 'A' Shares and 'B' Shares respectively;
 - (ii) on the occasion of each allotment of shares, all shares shall be allotted at the same price (not being at a discount) and on the same terms as to the date for payment;
 - (iii) no shares of any class shall be issued otherwise than to members holding shares of the same class without the prior written consent of all the members; and
 - (vi) as between holders of shares of the same class the shares of that class being allotted shall be allotted in proportion to such holders' then existing holdings of shares of that class or in such other proportions between them as all the members holding shares of the same class shall agree in writing.
- 3.4 Subject to the prior consent of all the members, the Company may from time to time whether or not all the shares for the time being authorised shall have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by new shares of such amount as the consent of all such members prescribes.
4. Save as provided in Article 3, the Directors shall have no power to issue unissued shares and shall not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the same.
5. Any share may, with the sanction of all the members be issued on the terms that it is, or is at the option of the Company or of the holder of such share, liable to be redeemed.
6. Subject to the provisions of any statute including the Act, the Company may purchase any of its own shares.
7. Subject to the provisions of any statute including the Act, the Company may make a payment in respect of any redemption or purchase pursuant to Article 5 or (as the case may be) Article 6 of any of its own shares otherwise than out of profits of the Company available for distribution or the proceeds of a fresh issue of shares.

RIGHTS AND RESTRICTIONS ATTACHED TO SHARES

8. The special rights and restrictions attached to and binding on respectively the 'A' Shares and the 'B' Shares are as follows:-

(A) Income: 'A' Shares and 'B' Shares

The 'A' Shares shall confer upon the holders thereof as a class the right to receive the first £100,000 of the profits available for distribution of the Company and thereafter to receive 50% of such of the remaining profits available for distribution of the Company as it shall from time to time determine to be distributed, *pari passu* in proportion to the number of 'A' Shares held by each holder and the 'B' Shares shall confer upon the holders thereof (subject to the first £100,000 of the profits available for distribution of the Company having been paid to the holders of 'A' Shares) as a class the right to receive 50% of such of the remaining profits available for distribution of the Company as it shall from time to time determine to be distributed, *pari passu* in proportion to the number of such 'B' Shares held by each holder.

(B) Capital: 'A' Shares and 'B' Shares

On a return of capital by the Company on liquidation or otherwise, the assets of the Company remaining after payment of its debts and liabilities and available for distribution to the shareholders of the Company shall be applied (subject to the holders of 'A' shares having first received £100,000 pursuant to either Article 8 (A) or on a return of capital by the Company) as follows:-

- (1) 50% of such remaining assets shall belong to and be distributed among the holders of the 'A' Shares *pari passu* in proportion to the amounts paid up or credited as paid up thereon; and
- (2) 50% of such remaining assets shall belong to and be credited among the holders of the 'B' Shares *pari passu* in proportion to the amounts paid up or credited as paid up thereon.

In determining the amounts paid up or credited as paid up on any shares, any premium thereon arising on the issue thereof shall be taken into account.

(C) Voting: 'A' Shares and 'B' Shares

The holders of the 'A' Shares and the 'B' Shares shall have the right to receive notice of and attend and vote at all General Meetings. Each holder of 'A' Shares or 'B' Shares present in person or by proxy or by a duly authorised representative shall be entitled on a show of hands to one vote.

Each holder of 'A' Shares or 'B' Shares present in person or by proxy or by a duly authorised representative shall be entitled on a poll to one vote for each 'A' Share or 'B' Share held by him. In the event of an equality of votes, the Chairman shall have a casting vote.

9. Class Consents

Without prejudice to the restrictions contained in these Articles as to the modification of the rights attached to classes of shares, the consent or sanction of the holders of the 'A' Shares and the 'B' Shares respectively (given in accordance with Article 10) shall be required before the Company shall:

- (i) issue any unissued shares for the time being in its share capital, increase its share capital or create or issue any new shares;
- (ii) alter any rights attaching to any class of share in the share capital of the Company or amend the Memorandum of Association or these Articles of Association or adopt new Articles of Association;
- (iii) reorganise, consolidate, sub-divide, convert or redeem any of the Company's share capital;
- (iv) issue renounceable allotment letters or permit any person entitled to receive an allotment of shares to nominate another person to receive such allotment except on terms that no such renunciation or nomination shall be registered unless the renouncee or person nominated is a person whom if the shares were transferred to such person, the Company would be obliged to register as the holder thereof pursuant to these Articles of Association and any shareholders' agreement relating to the Company;
- (v) issue any securities convertible into shares or any options in respect of shares; or
- (vi) change its name.

10. Variation of Rights

- 10.1 If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the Company is being wound up, be varied modified, abrogated or cancelled only with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate general meeting the provisions of these regulations relating to general meetings shall apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of that class and that any holder of shares of that class present in person or by proxy may demand a poll and on a poll each share concerned shall carry one vote.
- 10.2 For the avoidance of doubt, the variation modification abrogation or cancellation of this Article or of any provision of these Articles which contains or touches upon any class rights aforesaid shall require the consent aforesaid of the holders of the shares of the class or classes concerned to be effective.

LIEN

11. The Company shall have a first and paramount lien on all shares (whether fully paid or partly paid shares) standing registered in the name of any person for all monies presently payable by him or his estate to the Company whether he shall be the sole registered holder or one of several joint holders thereof. The Directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to any amount payable on it.

12. The registration of a transfer of a share shall, in favour only of the transferor, operate as a waiver of the Company's lien (if any) thereon.

TRANSFER AND TRANSMISSION OF SHARES

- 13.1 The first sentence of Regulation 24 of Table A shall not apply.
- 13.2 Save as may otherwise be agreed between all the members, no share in the Company or any interest therein shall be transferred or otherwise disposed of prior to the third anniversary of the adoption of these Articles and thereafter except in accordance with the provisions of this Article 13 and no transfer or other disposal of any share in the Company or any interest therein shall be effective unless made in accordance with the provisions of this Article 13.
- 13.3 Save as aforesaid, before a member or any other person entitled to be registered in respect of a share or shares of the Company ("**the Proposed Transferor**") transfers or otherwise disposes of any share or shares registered in its name or any interest therein it shall give notice ("**a Transfer Notice**") to the Company that it proposes to sell or transfer all (and not some only) of its shares for the time being. If the Proposed Transferor shall be the holder of shares of more than one class then it shall be deemed to have given a separate Transfer Notice in respect of each such class. Except as hereinafter provided a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of all the members. A Transfer Notice shall constitute the Company the agent of the Proposed Transferor to sell the shares ("**the Offered Shares**") at the fair value fixed under 13.4 and in accordance with the following provisions:-
- (i) upon the fair value being fixed as provided in Article 13.4 the Company shall forthwith by notice in writing inform each member (other than the Proposed Transferor) of the number and price of the Offered Shares and invite each member to whom such notice is given to apply in writing to the Company within 14 days of the date of despatch of the notice (which shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as it shall specify in such application;
 - (ii) the Directors shall within 7 days after the expiration of the 14 day period referred to in the immediately preceding paragraph of this Article 13.3 notify the Proposed Transferor of the number of Offered Shares if any for which they have found a purchaser or purchasers pursuant to paragraph (i) of this Article 13.3 and if the Directors have found such a purchaser or purchasers in respect of some only of the Offered Shares the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole not in part) within 5 days of such notification but not if the Transfer Notice was given or deemed given as provided in Article 13.5 or Article 13.6;
 - (iii) during the six months following the expiry of the period of 7 days referred to in paragraph (ii) of this Article 13.3 the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under paragraph (ii) of this Article 13.3) shall be at liberty to sell to any person or persons approved in writing by members holding all the shares other than the Offered Shares (such approval not to be unreasonably withheld and such members to give or withhold such approval within 14 days of notification to them of the Proposed Transferee or Transferees and in default of reply within such period to be deemed to have given approval) at any price not being less than the fair value fixed under Article 13.4 (without any deduction, rebate or allowance of any kind or any other agreement or arrangement which operates to reduce the true consideration below the fair value fixed under Article 13.4) any share not allocated in accordance with the provisions of this Article PROVIDED THAT if the Proposed Transferor has withdrawn the Transfer Notice under paragraph (ii) of this Article 13.3 it shall not be entitled save

with the written consent of all the other members to sell hereunder only some of the Offered Shares;

- (iv) if the said members shall within the period of 14 days referred to in paragraph (i) of this Article 13.3 apply for all or (except where the Transfer Notice is withdrawn as aforesaid) any of the Offered Shares the Directors shall allocate the Offered Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants who are registered or unconditionally entitled to be registered in respect of shares of the same class as the Offered Shares (and in the case of competition pro rata according to the number of shares of such class of which they are registered or unconditionally entitled to be registered as holders) and secondly (if any of the Offered Shares shall remain after such applicants have been satisfied in full) to and amongst the remaining applicants (and in the case of competition pro rata according to the number of shares of the Company (other than shares of the same class as the Offered Shares) in respect of which they are registered or unconditionally entitled to be registered as holders) PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Offered Shares specified by it as aforesaid;
- (v) the Directors shall forthwith give notice in writing of allocations of Offered Shares pursuant to paragraph (iv) of this Article 13.3 rounding down any fractions so that the aggregate number of shares so allocated coincides with the number of shares notified to the Proposed Transferor pursuant to paragraph (ii) of this Article 13.3 (hereinafter called an "**Allocation Notice**") to the Proposed Transferor and to the persons to whom Offered Shares have been allocated and the Proposed Transferor shall thereupon be bound to transfer the shares allocated upon payment of the fair value thereof. An Allocation Notice shall state the names and addresses of the purchasers and the number of shares agreed to be purchased by them respectively and the purchases shall be completed at such place and such time as shall be specified by the Directors in such Notice being not less than 14 days nor more than 42 days after the date of such Notice; and
- (vi) if in any case the Proposed Transferor having become bound as aforesaid makes default in accepting payment of the fair value for any Offered Share or as the case may be in transferring the same the Directors may receive such purchase money and may nominate some person to execute an instrument of transfer of such share in the name and on behalf of the Proposed Transferor and thereafter when such instrument has been duly stamped the Directors shall cause the name of the purchaser to be entered in the Register of Members as the holder of such share and where applicable shall hold the purchase money in trust without interest for the Proposed Transferor. The receipt of the Directors for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see to the application thereof) and after his name has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

13.4 The fair value of any shares to be transferred pursuant to the provisions of Article 13.3 shall be such sum as may be agreed between the Proposed Transferor and the Directors as the open market value of such shares within 7 days of the service upon the Company of a Transfer Notice in which such shares are comprised; or in default of such agreement, such sum as a Chartered Accountant appointed in the manner described below shall certify in writing to be in his opinion the fair value thereof on the basis of a sale as between a willing vendor and a willing purchaser of the whole of the issued shares of the same class as (and including) the Offered Shares in the open market and disregarding the fact that the said shares constitute a minority holding of shares in the Company or that the transfer of shares is restricted by these Articles. The fair value per share of the Offered Shares shall be determined by dividing the value attributed to the whole

of the issued shares of the same class as (and including) the Offered Shares by the number of shares of such class then in issue. Such Chartered Accountant shall be appointed by agreement between the Proposed Transferor and the Directors within 7 days following the expiration of the period of 7 days referred to above or, failing agreement, shall be appointed on the application of the Proposed Transferor or the Directors by the President for the time being of the Institute of Chartered Accountants in England and Wales. In so certifying such Chartered Accountant shall be deemed to be acting as an expert and not as an arbitrator and the Arbitration Acts 1950 to 1979 (as amended) shall not apply. His certificate shall be final and binding. The Directors shall procure that any certificate required hereunder is obtained with due expedition and the cost of obtaining such certificate shall be borne by the Company.

- 13.5 In the case of a corporate member, in the event of a resolution being passed or an order being made for the liquidation or dissolution of any member then the liquidator or any like person in charge of such dissolution (the "**Liquidator**") shall be bound forthwith to give to the Company a Transfer Notice in respect of all the shares registered in the name of the liquidated or dissolved member and in default of such Transfer Notice being given within 28 days of the passing of the said resolution or making of the said order the Liquidator shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Article 13.3 shall have effect accordingly.
- 13.6 In the case of an individual member, in the event of an order being made for the bankruptcy of such member then the trustee in bankruptcy shall be bound forthwith to give to the Company a Transfer Notice in respect of all the shares registered in the name of the bankrupt member and in default of such Transfer Notice being given within 28 days of the making of the said order the trustee in bankruptcy shall be deemed to have given such notice at the expiration of the said period of one month and the provisions of Article 13.3 shall have effect accordingly.
- 13.7 Notwithstanding any other provisions of these Articles a transfer of a share or shares shall be permitted as follows:-
- (A) a transfer of a share or shares in the case of a corporate member to any company which is for the time being a member of the same group shall be permitted with the prior written consent (delivered to the Company) of all the other members of the Company (such consent not to be unreasonably withheld or delayed) on terms that the transferee shall prior to ceasing to be a member of the same group as the company which was the ultimate holding company of the transferor at the time when the transferor transferred its shares transfer that share or shares to some other company which is a member of the same group as such ultimate holding company. For the purpose of this paragraph (A) a group shall consist of a body corporate (the "**relevant company**") and any other body corporate which is a holding company of the relevant company or a subsidiary of the relevant company or of any such holding company; and
 - (B) a member shall at any time be entitled to call for a statutory declaration to be made by any member to which shares have been transferred under paragraph (A) of this Article 13.7 to the effect that such member continues to be a member of the same group as the ultimate holding company of the member by whom such shares were transferred as aforesaid.
- 13.8 Any member may waive his right to receive a Transfer Notice from the Company under Article 13.3 in respect of any proposed transfer and upon so doing shall cease to have any right of pre-emption in respect of the shares concerned under that paragraph (but only in respect of the proposed transfer in question) and if all the members entitled waive their rights to such Transfer Notice the provisions of Article 13.2 shall not apply and the Directors shall (subject to Article 13.10) be bound to register a transfer of the shares concerned as a permitted transfer.

- 13.9 The Directors shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by the provisions of this Article 13 and save as provided in Article 13.10 and Article 14 the Directors shall, subject to compliance with any shareholders agreement between the Company and its members, register any transfer so made or permitted.
- 13.10 The Directors may refuse to register the transfer of a share which is not fully paid to a person of whom they do not approve and they may refuse to register the transfer of a share on which the Company has a lien and no share shall be transferred to any infant, bankrupt or person of unsound mind.
- 13.11 For the purposes of Articles 13.3 and 13.4 only, references to the Directors shall be read and construed as those Directors not appointed by the holders of those shares which are being or proposed to be transferred.
- 13.12 No member may create or grant or permit to subsist any charge, pledge, lien (otherwise than by operation of law), mortgage or encumbrance of or over any interest in any share.
14. The Directors may pursuant to Article 13.10 or the second sentence of Regulation 24 of Table A or Regulation 26 of Table A (but not otherwise, save where a transferor fails to comply with any shareholders agreement between the Company and its members) decline to register a transfer permitted under this Article 13.
15. Any consolidation, cancellation, division and sub-division of the share capital of the Company shall be subject to the consent of all of the members. Regulation 32 of Table A shall be modified accordingly.

GENERAL MEETINGS

16. No business shall be transacted at any general meeting unless the requisite quorum is present when the meeting proceeds to business. Two members present in person or by proxy (or, in the case of a member being a corporation by representative) shall be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into 'A' Shares and 'B' Shares one such member shall be a holder of 'A' Shares and one such member shall be a holder of 'B' Shares. Where all the holders of any such class have waived in writing the quorum requirement as concerns that class then such waiver shall be effective for the meeting or particular business specified in the waiver or otherwise as specified in the waiver.
17. If within half an hour from the time appointed for any general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week (or if that day be a holiday to the next working day thereafter) and at the same time and place or to such other date time and place as the Directors may determine and if at the adjourned meeting a quorum of one holder of 'A' Shares and one holder of 'B' Shares is not present within half an hour from the time appointed for the meeting, a quorum for that meeting shall be deemed to be present if a holder of 'A' Shares is present notwithstanding the absence from the meeting of a holder of 'B' Shares and if a holder of 'A' Shares is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
- 18.1 On a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to a vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder provided that:-

- (A) No 'A' Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of a 'B' Director (as defined in Article 20);
 - (B) No 'B' Share shall confer any right to vote either on a show of hands or on a poll upon a resolution for the appointment or removal from office of an 'A' Director (as defined in Article 20);
 - (C) If at any meeting any holder of any 'A' Shares is not present in person or by proxy the votes exercisable on a poll in respect of the 'A' Shares held by members present in person or by proxy shall be increased so that such 'A' Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the 'A' Shares if all the holders thereof were present; and
 - (D) If at any meeting any holder of any 'B' Shares is not present in person or by proxy the votes exercisable on a poll in respect of the 'B' Shares held by members present in person or by proxy shall be increased so that such 'B' Shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the 'B' Shares if all the holders thereof were present.
- 18.2 A poll may be demanded at any general meeting by a chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be amended accordingly.
- 18.3 The chairman at any general meeting shall be entitled to a second or casting vote.
- 18.4 (i) A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
- (a) to hear each of the other participating members addressing the meeting; and
 - (b) if he so wishes, to address all of the other participating members simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods.
- (ii) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum.
 - (iii) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
 - (iv) Reference in this Article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.
- 18.5 A resolution in writing signed or approved by letter, facsimile, telegram or telex by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of members of the Company shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in

several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or more of the members. This Article is in addition to, and not limited by, the provisions of section 381A, 381B and 381C of the Act.

DIRECTORS

19. The Directors shall unless otherwise agreed by all of the members of the Company be not more than four in number nor less than two in number.
- 20.1 The holder or holders of a majority of the 'A' Shares may from time to time appoint any person or Company to be a Director but so that not more than two persons shall at any one time hold office by virtue of an appointment by the holder or holders of 'A' Shares under this Article. Each person holding office pursuant to this Article is herein called an 'A' Director.
- 20.2 Each 'A' Director shall hold office subject to Article 26 and may at any time be removed from office by the holder or holders of a majority of the 'A' Shares provided that the holders of the 'A' Shares shall jointly and severally indemnify the Company in proportion to their holdings of 'A' Shares in respect of any claim made by any 'A' Director removed pursuant to this Article in relation to such removal.
- 20.3 The holder or holders of a majority of the 'B' Shares may from time to time appoint any person to be a Director but so that not more than two persons shall at any one time hold office by virtue of an appointment by the holder or holders of 'B' Shares under this Article. Each person holding office pursuant to this Article is herein called a 'B' Director.
- 20.4 Each 'B' Director shall hold office subject to Article 26 and may at any time be removed from office by the holder or holders of a majority of the 'B' Shares provided that the holders of the 'B' Shares shall jointly and severally indemnify the Company in proportion to their holdings of 'B' Shares in respect of any claim made by any 'B' Director removed pursuant to this Article in relation to such removal.
- 20.5 Any such appointment or removal shall be made in writing under the hands of the holder or holders for the time being of the shares in whom the power of appointment or removal is vested, or their duly authorised agents and shall take effect on and from the date on which notice in writing thereof is lodged at the registered office for the time being of the Company or delivered to the Company's secretary or to a meeting of the Directors.
21. The Directors shall only be entitled to such remuneration as the Company may determine with the consent of all the members and unless the consent stipulates otherwise the remuneration shall be divided between the Directors in such proportion and manner as the Directors may unanimously determine or in default of such determination equally, except that any Director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he had held office. Any Director who, at the request of the Directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the Directors may unanimously determine.
22. A Director (including an alternate Director) shall not require any shareholding qualification, but shall nevertheless be entitled to notice of and shall be entitled to attend and speak at any general meeting.

POWERS AND DUTIES OF DIRECTORS

- 23.1 A Director who 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 as required by Section 317 of the Act. A Director shall be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered.
- 23.2 In the case of a proposed contract the declaration shall be made at the meeting of the Directors at which the question of entering into the contract is first taken into consideration, or if the Director was not at the date of that meeting interested in the proposed contract at the next meeting of the Directors held after he became so interested, and in the case where the Director becomes interested in a contract after it is made or entered into, the said declaration shall be made at the first meeting of the Directors held after the Director becomes so interested.
- 23.3 If the contract was made or entered into or the proposed contract was considered before the Director was appointed or elected, the said declaration shall be made at the first meeting of the Directors following his appointment or election.
- 23.4 A general notice given to the Directors by a Director to the effect that he is a member of a specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made or entered into with that company or firm, shall be deemed to be a sufficient declaration of interest in relation to any contract so made or entered into. Provided that no such notice shall be of effect unless either it is given at a meeting of the Directors or the Director takes reasonable steps to secure that it is brought up and read at the next meeting of the Directors after it is given.
- 23.5 Subject to Articles 23.1 to 23.4 a Director may:
- (a) be interested in, directly or indirectly, any transactions or arrangement with the Company or any subsidiary of the Company or in which the Company or any subsidiary of the Company is otherwise interested; and
 - (b) hold and be remunerated in respect of any office (except the office of auditor) or place of profit under the Company or any subsidiary of the Company and he or any firm of which he is a partner may act in a professional capacity for the Company or any subsidiary of the Company and be remunerated in respect of any such services.

ALTERNATE DIRECTORS

- 24.1 A person appointed as an alternate Director need not be approved by resolution of the Directors. Regulation 65 of Table A shall take effect accordingly.
- 24.2 An alternate Director shall be entitled to receive notice of all meetings of directors, to attend and to vote at any such meeting at which the Director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at that meeting the provisions of these Articles shall apply as if he was a Director.
- 24.3 Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate, in addition to his own vote if he is also a Director, but he shall count as only

one for the purpose of determining whether a quorum is present. The last sentence of Regulation 88 of Table A shall not apply.

- 24.4 Any person appointed as an alternate Director shall vacate his office as an alternate Director if the Director by whom he has been appointed ceased to be a director or removes him or on the happening of any event which, if he is or were a Director, causes or would cause him to vacate that office.

MANAGING DIRECTOR AND OTHER APPOINTMENTS

- 25.1 The Directors may from time to time appoint any one or more of its body to the office of Managing Director and/or such other office in the management of the business of the Company or place of profit under the Company, except that of the Auditors, as it may decide for such period (subject to the provisions of Section 319 of the Act) and on such terms as it thinks fit, and may vest in such Managing Director or such other officer such of the powers hereby vested in the Directors as it may think fit, and such powers may be made exercisable for such period or periods, and on such conditions and subject to such restrictions, and generally on such terms as to remuneration and otherwise, as it may determine. The remuneration of a Managing Director or such other officer may be made payable by way of salary or commission or participation in profits, or by any or all of those modes, or otherwise as may be thought expedient and it may be made a term of his appointment that he shall receive a pension, gratuity or other benefit on his retirement.
- 25.2 The Directors may, at any time and from time to time, appoint any person (not being a Director) to any executive position or employment under the Company having a title or designation which includes the word “**director**” and may terminate any such appointment. The inclusion of the word “**director**” in the title or designation of any such position or employment shall not imply that the holder is a Director of the Company or that he is authorised or empowered to act as, or is liable as, a Director of the Company in any respect and he shall not be deemed to be a Director for any purpose.

DISQUALIFICATION OF DIRECTORS

26. Paragraph (e) of Regulation 81 shall not apply and in addition to the circumstances listed therein the office of Director shall be vacated if such Director is removed from office pursuant to Article 21.

PROCEEDINGS OF DIRECTORS

27. The Directors may subject to these Articles meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they think fit but not in any event less frequently than every six weeks. The quorum necessary for the transaction of business at any meeting of the Directors or of any committee shall comprise one ‘A’ Director and one ‘B’ Director. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum. If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week (or if that day be a holiday to the next working day thereafter) and at the same time and place or to such other date time and place as a majority in number of the Directors may agree and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, a quorum for that meeting shall be deemed to be present if an ‘A’ Director is present notwithstanding the absence of the ‘B’ Director and if within half an hour from the time appointed for any such meeting an ‘A’ Director is not present the meeting shall be dissolved.

28. Questions arising at any meeting of the Directors or of any committee shall (unless otherwise agreed in writing between the shareholders and subject as otherwise provided herein) be decided by a majority of votes of the Directors present provided that if at any meeting of the Directors or any committee thereof any 'A' Director is not present in person or represented by an alternate Director the votes of the 'A' Director present in person or represented by an alternate Director shall be increased so that such 'A' Director shall be entitled to cast the same aggregate number of votes as could be cast by the 'A' Directors if they were all present and if at any meeting of the Directors or any committee thereof any 'B' Director is not present in person or represented by an alternate Director the votes of the 'B' Director present in person or represented by an alternate Director shall be increased so that such 'B' Director shall be entitled to cast the same aggregate number of votes as could be cast by the 'B' Directors if they were all present. The Chairman shall have a second or casting vote.
29. The third sentence of Regulation 88 of Table A shall not apply to the Company. Notice of every meeting of Directors shall be given to each Director of the Company or his alternate Director, including Directors and alternate Directors who may for the time being have given to the Company addresses or be resident outside the United Kingdom.
30. The Directors shall not be subject to retirement by rotation. No Director shall be appointed otherwise than as provided in these Articles. The words "of filling vacancies, or" shall be omitted from Regulation 90 of Table A.
31. A resolution in writing signed by at least one 'A' Director and at least one 'B' Director (which resolution may consist of two or more documents in the like form each signed by one or more of the said Directors) or a resolution to which at least one 'A' Director and at least one 'B' Director has signified his approval in writing or by cable, telegram, telex or facsimile transmission shall be as valid and effectual as if it had been passed at a meeting of the Directors duly called and constituted. For the purposes of this Article the signature or approval of an alternate Director (if any) entitled to vote at a meeting of Directors shall suffice in lieu of the signature of the Director appointing him.
- 32.1 Any Director (including an alternate director) may participate in a meeting of the Directors or a committee of Directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 32.2 A corporation which is a Director of the company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Directors or a committee of the Directors, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Director of the company.
- 33.1 The Directors may procure the establishment and maintenance of or participate in or contribute to any non-contributory or contributory pension or superannuation fund, scheme or arrangement for life assurance scheme or arrangement for the benefit of, and pay, provide for or procure the grant of donations, gratuities, pensions, allowances, benefits or emoluments to any persons who are or have been at any time Directors or other officers of or in the employment or service of the Company or of any company which is a subsidiary of the Company or of the predecessors in business of the Company or of any such subsidiary company or the wives, widows, families or dependants of any such persons.
- 33.2 The Directors may also procure the establishment and subsidy of or subscription to and support of any institutions, associations, clubs, funds or trusts calculated to be for the benefit of any

such persons as aforesaid or otherwise to advance the interests and well-being of the Company or of any such other company as aforesaid, or of its members, and make, pay, provide for or grant payments for or towards the insurance of any such persons as aforesaid and subscriptions or guarantees of money for charitable or benevolent objects or for any exhibition or for any public, general or useful object.

- 33.3 The Directors may procure any of the matters aforesaid to be done by the Company either alone or in conjunction with any other company.
- 33.4 The Directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- 34.1 The Directors may delegate all or any of their powers, authorities and discretions to any committee or committees as they may think fit on the approval of at least one 'A' Director and at least one 'B' Director. Any such committee may consist of one or more Director, and the Directors shall also be entitled to appoint such other person or persons as it considers expedient to a committee but so that the majority at least of the members of any such committee shall consist of Directors and no resolution of the committee shall be effective unless a majority of the members of the committee present at the relevant meeting consists of Directors.
- 34.2 Any committee so formed shall in the exercise of power, authorities and discretions so delegated conform to any regulations that may be imposed on it by the Directors.
- 34.3 The Directors may authorise any such committee or subcommittee to sub-delegate all or any of the powers, authorities and discretions delegated to it and the Directors may at any time dissolve any such committee or revoke or vary any delegation made to any such committee or subcommittee.
- 34.4 The meetings and proceedings of a committee shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not suspended by any regulations imposed by the Directors under or by the provisions of Article 34.2.
- 35. All acts bona fide done by any meeting of the Directors, or of a committee of the Directors, or by any person acting as a Director or alternate Director or a member of such committee shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Director or such committee or person acting as aforesaid, or that they or any of them were disqualified, or had vacated office or was not entitled to vote, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director or, as the case may be, an alternate Director and had been entitled to vote.

CAPITALISATION OF PROFITS

- 36. The words "with the authority of a special resolution" shall be substituted for the words "with the authority of an ordinary resolution" in Regulation 110 of Table A. On any occasion when shares are allotted and distributed credited as fully paid pursuant to the provisions of Regulation 110 of Table A as amended by this Article 36, the shares allotted to the holders of 'A' Shares shall be 'A' Shares and the shares allotted to the holders of 'B' Shares shall be 'B' Shares and such Regulation 110 shall take effect accordingly.

NOTICES

37. Any notice required by these Articles to be given by the Company may be given by facsimile and a notice communicated by such form of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly and the words "but otherwise no such member shall be entitled to receive any notice from the company" in Regulation 112 of Table A shall not apply.

WINDING UP

38. If, on a winding up, there is a division among the shareholders in specie of the whole or any part of the assets of the Company, the liquidator shall have regard to and give effect to any agreement between the shareholders as to the proportions in which such assets shall be divided between them and Regulation 117 of Table A shall be amended accordingly.

INDEMNITY

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