
THE COMPANIES ACT 1985

WRITTEN RESOLUTION

of

RENTACRATE (UK) LIMITED (the "Company")

Made pursuant to Section 381A of the Companies Act 1985

Dated 10 July 2007

All the members of the Company who would on the above-stated date be entitled to attend and vote at a general meeting of the Company, unanimously RESOLVED THAT the following resolution be ratified and that such resolution for all purposes shall be as valid and effective as if the same had been passed at a general meeting of the Company duly held and convened on 11 March 2004

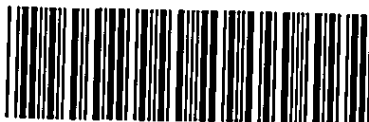
SPECIAL RESOLUTION

That the Articles of Association attached hereto at Appendix A be, and are, adopted by the Company



Secretary

WEDNESDAY



LD4 11/07/2007 374
COMPANIES HOUSE

APPENDIX A

**Articles of Association of Rentacrate (UK) Limited adopted by special resolution on
11 March 2004**

NO. 5037433

THE COMPANIES ACTS 1985-1989
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
RENTACRATE (UK) LIMITED

(Adopted by Special Resolution passed on
11 March 2004

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THE COMPANIES ACTS 1985 -1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

RENTACRATE (UK) LIMITED

(Adopted by Special Resolution passed on 11 March 2004)

1 *Interpretation*

1.1 In these Articles the expression **Table A** means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985

1.2 In these Articles **A Shares, B Shares and C Shares** means respectively A ordinary shares of £1 each, B ordinary shares of £1 each and C ordinary shares of £1 each having the respective rights herein set out

1.3 Save as otherwise provided in these Articles, **words and expressions** which have particular meanings in **Table A** shall have the same respective meanings in these Articles

1.4 Wherever in Table A or in these Articles any notice, resolution or other document is required to be signed by any person the reproduction of the **signature** of such person by means of facsimile copy shall be sufficient, provided that such notice, resolution or document shall within 14 days be confirmed to the recipient by writing signed in manuscript by such person

1.5 In Table A and in these Articles, references to **writing** shall include any method of representing or reproducing words in a legible and non-transitory form

1.6 References herein to **Articles** are to the numbered paragraphs of these Articles and to **Regulations** are to the regulations of Table A

1.7 **Headings** to Articles and the **use of boldening** is for convenience only and shall not affect the interpretation hereof

1.8 Where the context permits, words in these Articles importing the **singular** include the plural and vice versa, references to **persons** include bodies corporate, unincorporate associations and partnerships and words importing any **gender** include the other genders

2 *Adoption of Table A*

2.1 The Company is a private company. The Regulations contained in Table A shall (except where they are excluded or modified by these Articles) apply to the Company and, together with these Articles, shall constitute the Articles of the Company

2.2 Subject to Article 2.1, no regulations scheduled to any statute concerning companies shall apply to the Company

3 *Share capital*

The share capital of the Company at the date of the adoption of these Articles is £1000 divided into 450 'A' Shares of £1 00 each and 450 'B' Shares of £1 00 each and 100 'C' Shares of £1 each. The rights attaching to the respective classes of shares shall be as follows

3.1 *Income*

- (a) The profits of the Company available for distribution shall be distributed in accordance with the Companies Act 1985
- (b) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis
- (c) The C Shares shall not confer on the holders thereof the right to receive a dividend (or, save as provided in Article 3.2(b) below, any other distribution) from the Company

3.2 *Capital*

On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied as follows

- (a) first in paying to the holders of the 'A' and 'B' Shares £1 per share together with a sum equal to any arrears, deficiency or accruals of the dividends on the 'A' and 'B' ordinary shares calculated down to the date of the return of capital,
- (b) second in paying to the holders of 'C' ordinary shares per share a sum equal to the amount of capital paid on each 'A' and 'B' Share, and
- (c) the balance of such assets shall be distributed amongst the holders of the 'A' and 'B' Shares and ordinary shares (*pari passu* as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A' and 'B' Shares and ordinary shares held by them respectively

3.3 *Voting*

The A Shares and B Shares shall rank *pari passu* in all respects. The C Shares shall not confer on the holders thereof the right to attend or vote at general meetings of the Company

3.4 *Class rights*

Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding-up, only with the consent in writing of the holders of a 75% majority of the issued shares of that class

4 *Transfer of shares*

4.1 For the purposes of this Article 4

- (a) a company shall not be a member of the same Group as the Original Transferor unless it is either
 - (i) a Subsidiary of the Original Transferor, or
 - (ii) a company of which the Original Transferor is itself a Subsidiary; or
 - (iii) a Subsidiary of a company falling within paragraph (ii) above,
- (b) **Original Transferor** means, in relation to any member, the transferor to the relevant member pursuant to Article 4 2 or (where the relevant member is a transferee in consequence of more than one transfer pursuant to Article 4 2 and/or Article 4 3) the transferor in respect of the first such transfer,
- (c) **Person** means any person, firm or company or other entity whether incorporated or unincorporated,
- (d) **Prescribed Period** means the period of 2 months commencing on the date of actual or deemed service of the relevant Transfer Notice,
- (e) **Shares Offered** means the shares the subject of a Transfer Notice,
- (f) **Shareholders** means those persons holding any class of shares in the Company at the relevant time other than the Transferor,
- (g) **Subsidiary** means a wholly-owned subsidiary within the meaning of section 736 of the Act,
- (h) **Transferor** means any member seeking to transfer or transferring shares,
- (i) **Transferee** means any person to whom shares are transferred,
- (j) **Transfer Notice** means a notice given by a Transferor under Article 4 5 or a deemed notice given pursuant to Article 4 10,
- (k) **Transfer Price** means the price per share of the Shares Offered and referred to in a Transfer Notice, and
- (l) **Transfer Terms** means the proposed terms of transfer referred to in a Transfer Notice

4 2 All (but not part only) of the shareholding of any member (being a corporation) may be transferred at any time and at any price by such member to any company which at the time of transfer is a member of the same Group as the Original Transferor

4 3 If at any time following a transfer to it pursuant to Article 4 2 or this Article 4 3 any member (being a corporation) shall for any reason whatsoever cease to be a member of the same Group as the Original Transferor it shall prior to so ceasing inform the other members accordingly and shall, if any other member so notifies it and the Company in writing, within 14 days following such notification cause all the shares of the Company registered in its name (howsoever subscribed or otherwise acquired) to be transferred or re-transferred (as the case may be) to the Original Transferor or to another member of the same Group as the Original Transferor, and for that purpose shall within such period of 14 days produce to the Directors the relevant transfer properly stamped and executed, and shall within 14 days of being required to do so supply to the Directors any information or evidence requested pursuant to Article 4 12

4.4 Save as otherwise expressly provided in this Article 4, no shares or any interest therein shall be transferred, assigned, charged or otherwise disposed of

- (a) unless such transfer or disposal is to be of the whole legal and beneficial interest in the entire shareholding of the Transferor, for a single cash payment in sterling, and
- (b) unless and until the following rights of pre-emption have been exhausted, and then only as permitted by Article 4.9

4.5 Before transferring or disposing of his shares the Transferor shall give a Transfer Notice to the Company stating that he desires to transfer the same, the Transfer Price and the Transfer Terms. The Transfer Notice shall constitute the Company his agent for the sale of the whole legal and beneficial interest in the entire shareholding of the Transferor (together with all rights then attached thereto) at the Transfer Price and on terms matching the Transfer Terms during the Prescribed Period to any Shareholder, and shall not be revocable except with the consent of all the Shareholders. On receipt of such Transfer Notice the Directors shall give written notice thereof to the Shareholders.

4.6 All the Shares Offered shall within 7 days of the date of receipt of the Transfer Notice be offered by the Company by notice in writing to all Shareholders at the date of such notice for purchase at the Transfer Price on terms that in case of competition the Shares Offered shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Shareholder beyond that applied for by him) to their existing holdings of shares. Such offer shall prescribe a time (being not less than 21 days nor greater than the Prescribed Period) within which it must be accepted or in default of offers being received for all the Shares Offered will lapse.

4.7 If the Company shall within the Prescribed Period find a Shareholder or Shareholders (hereinafter each called a **Purchaser**) willing to purchase all the Shares Offered, the Company shall forthwith give notice (hereinafter called an **Allocation Notice**) of each relevant allocation to the Transferor and to the relevant Purchaser and shall specify in each such notice the number of Shares Offered allocated to such Purchaser, the Transfer Price of such Shares Offered, and the place and time (being not earlier than 7 and not later than 14 days after the date of the Allocation Notice) at which the Transfer Price of such Shares Offered is to be paid by the Purchaser and such Shares Offered are to be transferred by the Transferor.

4.8 The Transferor shall be bound to transfer the Shares Offered comprised in an Allocation Notice to the Purchaser against tender of the Transfer Price in accordance with the terms thereof and, if the Transferor makes default in so doing, the Company may receive the purchase money and the Directors shall thereupon authorise some person to execute a transfer of such Shares Offered on behalf of the Transferor in favour of the Purchaser, and shall cause the name of the Purchaser to be entered in the register of members of the Company as the holder of such Shares Offered, and the Company shall hold the purchase money upon trust for the Transferor. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser and the validity of the proceedings shall not thereafter be questioned by any person. The Transferor shall in such case be bound to deliver up his certificates for such Shares Offered and on such delivery shall be entitled to receive the said purchase money without interest.

4.9 If the Company shall not within the Prescribed Period both find Shareholders willing to purchase all the Shares Offered and give notice in writing thereof to the Transferor, the Transferor shall be at liberty at any time thereafter up to the expiration of 2 months after the

end of the Prescribed Period (but subject always to the provisions of Articles 4.4(a) and 4 12) to transfer the whole legal and beneficial interest in the entire shareholding of the Transferor to a single transferee on a bona fide sale without any rebate or collateral advantage at any price being not less than the Transfer Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Transferor) and on terms (other than as to price) no more favourable to the Transferee than the Transfer Terms

4 10 If any member (being an individual) shall die, or be declared bankrupt or (being a corporation) shall be liquidated or dissolved he shall be deemed to have served a Transfer Notice in respect of the whole legal and beneficial interest in the entire shareholding held by him as of the date of any such event as aforesaid in accordance with Article 4 11 (the Deemed Transfer Date) and any sums received by the Company pursuant to the transfer of any such shares shall be paid to the person who would but for this provision have been entitled to the said shares on the death, bankruptcy, liquidation or dissolution of such member

4 11 If in accordance with any provision of these Articles a member is deemed to have served a Transfer Notice then the Transfer Price for the shares the subject thereof shall be such sum per share as shall be agreed between the potential recipients of the Transfer Price and the Directors or failing agreement within 14 days of a request to agree such sum shall be determined by the auditors of the Company (acting as experts and not as arbitrators) as being the fair market price per share as between a willing buyer and a willing seller at the Deemed Transfer Date but disregarding the fact that the shares being sold represent only part of the issued share capital of the Company

(a) In preparing such balance sheet any property assets, work in progress and investments shall be stated at the lower of cost or market value on the basis that any interest paid or accrued to the Deemed Transfer Date on loans from lenders is capitalised. However, in preparing the Statement of Net Worth accrued unpaid interest shall be included as a liability and property assets and investments shall be stated at open market value (less a full provision for all potential tax liabilities arising from the said open market value) with the exception of those property assets, work in progress and investments representing any project in the course of development which shall be stated at cost which for this purpose shall include interest on loans from lenders to the Deemed Transfer Date (hereinafter called **the Revised Cost**) with appropriate adjustments (a) upwards to reflect any unrealised capital surplus or potential profits over the Revised Cost (subject to proper discount to reflect the time and expenditure likely to be needed in order to realise such surplus or potential profits) and (b) downwards to make adequate provision for likely losses and (c) for potential tax liabilities or reliefs relative to such upwards or downwards adjustments. In determining the level of provision for taxation it shall be assumed that the Company will continue to carry on the same business as that hitherto carried on by it

(b) The Transfer Price shall be an amount calculated by treating the net worth of the Company as shown by the Statement of Net Worth as though such amount were the surplus assets of the Company for the purposes of distribution of assets on a winding up and valuing each share at the total amount that would be payable in respect of that share in that event

4 12 For the purpose of ensuring that a transfer of shares is permitted under this Article 4 or that no circumstances have arisen whereby a Transfer Notice should be deemed to be given hereunder a majority of the A Directors or a majority of the B Directors may from time

to time require any member, or any person named as transferee in any transfer lodged for registration, to furnish to the Company such information and evidence as they may reasonably think fit regarding any matter relevant to such purpose. If such information or evidence is not furnished to the reasonable satisfaction of such Directors within a reasonable time, the Directors shall not register a transfer so lodged.

4 13 The Directors shall, subject to its being properly stamped, forthwith register any transfer to which all the members for the time being of the Company shall have assented in writing or which is effected pursuant to the provisions of this Article 4, and shall not register any transfer which does not comply with the provisions of this Article 4, whether or not it is of fully paid shares. Regulation 24 shall be modified accordingly.

4 14 Notwithstanding any other provisions of these Articles of Association (a) the Directors appointed or nominated by a Transferor or a member which is deemed to have served a Transfer Notice pursuant to this Article 4 shall not be entitled to vote on or take any decision required pursuant to this Article 4 and their presence shall not be required in order to constitute any quorum or at any general meeting of members and (b) the member which is a Transferor or is deemed to have served a Transfer Notice pursuant to this Article 4 shall not be entitled to vote on any matter requiring a decision of the Company pursuant to this Article 4 and its presence shall not be required in order to constitute a quorum.

5 General meetings

5 1 A body corporate may, if it is a member, from time to time by notice in writing signed by an officer of that body corporate and delivered to the office or, immediately prior to a general meeting or class meeting, to the Secretary or the Chairman of that meeting, authorise such person as it thinks fit to act as its representative at any such meeting and the person so authorised shall be entitled to exercise the same powers on behalf of the body corporate which he represents as that body corporate could exercise if it were a member who was an individual.

5 2 No business shall be transacted at any meeting unless a quorum of members is present both at the time when the meeting proceeds to business and at the time when such business is transacted; 2 members (provided that they include 1 or more holders of 'A' Shares and 1 or more holders of B Shares) present in person, by proxy or by representative shall be a quorum. Regulation 40 shall not apply. For the purposes of these Articles 1 individual may constitute a meeting if he holds or is a proxy or a representative for the holders of 'A' and 'B' classes of shares.

5 3 In Regulation 41 the following words shall be added at the end "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 stand dissolved".

5 4 The Chairman of a meeting shall not have a second or casting vote in addition to his own vote and Regulation 50 shall not apply.

5 5 On a show of hands or on a poll, the holders of the A Shares present in person or by proxy or by representative at the meeting shall collectively be entitled to 1 vote and the holders of the B Shares so present shall collectively be entitled to 1 vote. Provided that

- (a) upon any resolution for the removal from office of an A Director the holders of the B Shares shall collectively be entitled to 1 vote and the holders of the A Shares shall collectively be entitled to 2 votes,

- (b) upon any resolution for the removal from office of a B Director the holders of the A Shares shall collectively be entitled to 1 vote and the holders of the B Shares shall collectively be entitled to 2 votes

If there shall be any difference between the holders of any class of shares as to the manner in which such vote(s) shall be cast the same shall be resolved by the calling of a class meeting of the class of shares in question at which every holder of a share of that class shall have on a show of hands 1 vote and on a poll 1 vote for each share of which he is the holder

Regulation 54 shall not apply.

5.6 The votes attached to the different classes of shares shall be cast at General Meetings of the Company by the person being or representing the holder of the largest holding of A Shares or B Shares as the case may be, represented at the meeting

5.7 On a poll, votes may be given personally, by a representative or by proxy Regulation 59 shall be modified accordingly

6 Proxies

An instrument appointing a proxy shall be in writing executed by or on behalf of the appointor and in any usual or common form or in such other form as the Directors may approve and shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates. The instrument appointing a proxy and any authority under which it is executed shall be deposited at the office of the Company or, immediately prior to the commencement of a general meeting or class meeting, with the Secretary or the Chairman of that meeting. Regulations 60, 61 and 62 shall not apply.

7 Directors

7.1 The member or members for the time being holding a majority in nominal value of the A Shares in issue shall be entitled to appoint any 2 persons to be Directors of the Company, to remove from office any such A Director, and to appoint another person in the place of any person so appointed who has ceased for any reason to be a Director. The member or members for the time being holding a majority in nominal value of the B Shares in issue shall be entitled to appoint any 2 persons to be Directors of the Company, to remove from office any such B Director, and to appoint another person in the place of any person so appointed who has ceased for any reason to be a Director. The Member or Members for the time being holding a majority in nominal value of the 'C' Shares in issue shall be entitled to appoint any 6 persons to be Directors of the Company, to remove from office any such 'C' Directors, and to appoint another person in the place of any person so appointed who has ceased for any reason to be a Director. Any person (or his alternate Director) so appointed by a member or members holding A Shares is in these Articles called an **A Director** and any person (or his alternate Director) so appointed by a holder or holders of B Shares is in these Articles called a **B Director** and any person (or his alternate Director) so appointed by a holder or holders of C Shares is in these Articles called a **C Director**. All appointments or removals of Directors under this Article shall be in writing signed by or on behalf of the member or members effecting the same and shall take effect when delivered to the office.

7.2 The maximum number of Directors shall be 10. Regulation 64 shall be modified accordingly.

7 3 Every Director appointed pursuant to this Article 7 shall hold office until he is either removed or dies or vacates office and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy but the provisions of this Article 7 may be relaxed or varied to any extent by agreement in writing between the holders of the majority in nominal value of the A Shares for the time being in issue and the holders of the majority in nominal value of the B Shares for the time being in issue

7 4 Any Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosures to the shareholder (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine

8 *Powers of directors and agents*

8 1 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company upon such terms (including terms as to remuneration) as they may think fit and may delegate to any person so appointed any of the powers vested in or exercisable by them including power to sub-delegate A majority of the A Directors or a majority of the B Directors or the majority of the 'C' Directors may at any time by notice to that person in writing, signed by them, remove any person appointed under this Article and may revoke or vary such delegation but no person dealing in good faith and without notice of any such revocation or variation shall be affected by it The persons giving such notice shall deliver a copy of it to the office forthwith Regulation 71 shall not apply

8 2 The Company may exercise all the powers conferred by the Act with regard to having any official seal and such powers shall be vested in the Directors Subject to the provisions of the Act, any instrument to which an official seal is affixed shall be signed by such persons, if any, as the Directors may from time to time determine

9 *Committees of directors*

The Directors may delegate any of their powers to committees consisting of such person or persons (not all of whom need be Directors) as they think fit No such delegation shall be made except on the basis that the provisions of Article 12 apply in their entirety to the proceedings of the committee, and for the purposes of Articles 12 1 and 12 6 committee members who are not Directors or alternate Directors shall be disregarded A majority of the A Directors or a majority of the B Directors or the majority of the C Directors may at any time by notice in writing, signed by them and left at the office annul any such delegation with immediate effect, but no person dealing in good faith and without notice of such annulment shall be affected thereby Regulation 72 shall be modified accordingly

10 *Retirement of directors*

10 1 The office of a Director shall be vacated not only upon the happening of any of the events mentioned in Regulation 81 but also if he is removed from office pursuant to these Articles Regulation 81 shall be modified accordingly

10 2 There shall be no retiring age for Directors and section 293 of the Act shall not apply to the Company

10 3 The Directors shall not be required to retire by rotation Regulations 73 to 80 inclusive shall not apply

11 *Alternate directors*

In Regulation 65 the words "approved by resolution of the Directors and" shall not apply

12 *Proceedings of directors*

12 1 The quorum necessary for the transaction of business by the Directors shall be 2 In the absence of his appointor, an alternate Director present at a meeting of Directors may be counted in reckoning whether a quorum is present Regulation 89 shall not apply

12 2 If a quorum is not present within 2 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 Article 12 6, 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 no quorum is present at such meeting within 2 hours of the time appointed for the meeting any 2 Directors shall be a Quorum Regulation 90 shall not apply

12 3 Questions arising at any meeting of Directors shall be determined by a majority of votes No resolution shall be carried by the Directors unless a majority of the Directors present shall vote in favour Regulation 88 shall be modified accordingly

12 4 In respect of alternate periods commencing from the date of the first appointment and expiring in each case at the end of the Annual General Meeting next following the appointment the A Directors initially and thereafter the B Directors and the A Directors alternately may appoint one of the directors to be the Chairman of the Board of Directors and may at any time during such period remove him from that office and appoint another Director in his stead. Regulation 91 shall be modified accordingly The Chairman shall not have a second or casting vote Regulation 88 shall be modified accordingly.

12 5 A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with that section Subject where applicable to such disclosure, a Director shall be entitled to vote in respect of any such contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present Regulations 94 to 96 (inclusive) shall not apply

12 6 If at any time at or before any meeting of Directors a majority of 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 3 days nor more than 14 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 at the meeting next following a meeting at which such request was made

12 7 Any one or more Directors may participate in a meeting of the Directors or of any committee appointed under Regulation 72 as modified by Article 9 by means of a conference telephone or video conference or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time Participation by

such means shall for all purposes be deemed to constitute presence in person at such meeting. Such a meeting shall be deemed to take place where the largest group of those participating is assembled, or if there is no such group, where the Chairman of the meeting then is.

12.8 Any Director who ceases to be a Director at any meeting of the Directors may continue to be present and to act as a Director and be counted in the quorum until the termination of the meeting if no other Director objects and if otherwise a quorum of Directors would not be present.

13 *Managing Director*

13.1 Subject to the provisions of Part X of the Act, the Directors may from time to time appoint 1 or more of their body to the office of Managing Director or to any other office or place of profit under the Company (except that of auditor) for such period and on such terms as they think fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

13.2 The appointment of a Director to the office of Managing Director shall be automatically determined if he ceases from any cause to be a Director, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company.

13.3 A Managing Director or any Director holding any such other office or place of profit shall receive such remuneration or emoluments (if any) as the Directors may determine.

13.4 The Directors may entrust to and confer upon a Managing Director, or upon any Director holding any such other office or place of profit, any of the powers exercisable by them, upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers. A majority of the A Directors or a majority of the B Directors may at any time, by notice in writing signed by them and delivered to the office, revoke or withdraw all or any of such powers with effect from the date upon which such notice is delivered to the office or, if later, from the date upon which the Managing Director or other Director as aforesaid receives notification from the Company or any other Director of such revocation or withdrawal.

13.5 Regulation 84 shall not apply.