

Company number: 4868351

**THE COMPANIES ACTS 1985 to 1989
PRIVATE COMPANY LIMITED BY SHARES**

WRITTEN RESOLUTION

OF

QUID NOVI LIMITED

(passed in accordance with article 12(ii) of the articles of association of the company)

We, the undersigned being the sole member who, at the date of this resolution would be entitled to attend and vote at general meetings of the company HEREBY PASS the following resolution as a special resolution and agree that the resolution shall, for all purposes, be as valid and effective as if the resolution had been passed by us at a general meeting of the company duly convened and held.

SPECIAL RESOLUTION

THAT the articles of association in the form attached to this resolution be approved and adopted as the new articles of association of the company in substitution for and to the entire exclusion of the existing articles of association.


Signed by
EDWARD SEYFRIED

Dated: 2003
12/02/2004

Presented by:
Taylor Wessing
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX
Ref: PBK/VXG



Company number: 4868351

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

QUID NOVI LIMITED

(the "Company")

(adopted by written resolution of the Company dated 12 February 2004)

PRELIMINARY

1. Subject as otherwise provided in these articles the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 (SI 1985/1052) and schedule 1 of the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000/3373)("Table A") shall constitute the regulations of the Company. In the case of any inconsistency between these articles and the regulations of Table A, the provisions of these articles shall prevail.
2. Regulations 23, 35, 40, 46, 50, 53, 57, 64 to 69 (inclusive), 73 to 76 (inclusive), 81, 84, 87 to 89 (inclusive), 93, 94, 101, 112, 115 and 118 of Table A shall not apply to the Company.
3.
 - (a) In regulation 1 of Table A, the words "and in the articles of association adopting the same" shall be inserted after the word "regulations" in line one and the full stop at the end of the regulation shall be deleted and replaced by a semi colon and the following shall be inserted "words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine, and words importing persons shall include corporations."
 - (b) In line two of regulation 18 of Table A and line one of regulation 77 of Table A the word "less" shall be replaced by the word "fewer".
 - (c) Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation) by a duly authorised representative and shall include presence which is deemed in accordance with these articles (and "present" shall be construed accordingly).
 - (d) In these articles the "Act" means the Companies Act 1985, including any statutory modification or re-enactment of it for the time being in force.

SHARE CAPITAL

4. (a) The authorised share capital of the Company at the date of the adoption of these articles is £1,000 divided into 1,000 ordinary shares of £1 each.
 - (b) The rights attached to any class of shares may whether or not the Company is being wound up be varied by a resolution of the directors of the Company and with either the consent in writing of the holder or holders of not fewer than 75 per cent. nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of the class but not otherwise.
 - (c) To every such separate meeting as described in article 4(b) all provisions applicable to general meetings of the Company or to the proceedings at those meetings shall apply mutatis mutandis except that the necessary quorum shall be one person holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as defined is not present the member or members present in person or by proxy shall be a quorum) and that any holder of shares of the class present in person or by proxy may demand a poll and such holders shall on a poll have one vote in respect of every share of such class held by them respectively.
5. On a return of assets on liquidation or otherwise the assets of the Company available for distribution amongst the members shall belong to and be distributed amongst the holders of the ordinary shares in proportion to the amounts paid up on such ordinary shares held by them respectively.

SHARES

6. (a) Subject to the provisions of Table A and to the provisions of these articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these articles.
- (b) Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement.
- (c) The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these articles) for a further period not exceeding five years.

- (d) Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities by the Company. The shares comprised in the authorised share capital at the date of the adoption of these articles shall be at the disposal of the directors as they think proper but, unless all the members agree otherwise, any equity securities which are not comprised in the authorised share capital at the date of the adoption of these articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to the members in proportion as nearly as is practicable to the nominal value of the shares in the Company held by the members respectively.
 - (e) Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or if earlier on receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these articles, dispose of such equity securities as have not been taken up in such manner as they think proper.
 - (f) Where any renounceable allotment letters or other renounceable documents are issued by the Company in respect of the issue or offer of any shares, the directors may at their discretion impose such restrictions as they may think fit upon the right of any allottee or other person to whom the offer is made to renounce the shares so allotted or offered.
7. Regulation 6 of Table A shall be altered by inserting after the words "one or more of his shares" the words and brackets "(save that shares of different classes may not be included in the same certificate)".
8. Subject to the provisions of the Act any shares in the Company may be purchased by the Company on such terms and conditions as the Company, before it enters into a contract or contingent contract for the purchase of such shares, may by special resolution determine. A payment in respect of such a purchase by the Company may, with the sanction of a special resolution, be made otherwise than out of the disposable profits of the Company (within the meaning of the Act) or the proceeds of a fresh issue of shares made for the purpose of the redemption, notwithstanding that such payment may constitute a payment out of capital.
9. The Company is a private company and accordingly the following is prohibited:
- (a) any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company; and
 - (b) any allotment of, or agreement to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

LIEN

10. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

11. No share and no interest in shares shall be transferred to any person otherwise than in accordance with the provisions of these articles.
12. The instrument of transfer of any fully paid shares shall be executed by or on behalf of the transferor, but need not be executed by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect of such shares. In the case of a partly paid share, the instrument of transfer must also be executed by or on behalf of the transferee.
13. No shares and no interest in shares may be transferred to any infant, bankrupt or person of unsound mind.
14. (a) A member being a body corporate may at any time transfer all or any of its shares to a member of the same group. For the purposes of this article, the expression "a member of the same group" means in relation to the transferor company a company which is for the time being a holding company (as defined in section 736 of the Act) of the transferor company or a subsidiary (as defined in that section) of the transferor company or of any such holding company **PROVIDED THAT** unless prior consent in writing to the contrary shall have been given by the holders of 75 per cent. of the ordinary shares in the Company excluding those shares the subject of the transfer if and when the relationship of holding company and subsidiary shall cease to apply to the transferor and transferee then such shares shall be re-transferred to the holding company or to another subsidiary of such holding company.
 - (b) Any member being an individual may at any time transfer all or any shares held by him to:
 - (i) privileged relation(s); or
 - (ii) trustees be held upon family trusts.
 - (c) Where shares are held by trustees upon family trusts:
 - (i) such shares may on any change of trustees be transferred to the new trustees;
 - (ii) such shares may at any time be transferred to any person to whom under article 14(b) the same could have been transferred by the settlor if he had remained the holder of such shares; and
 - (iii) if and whenever any such shares cease to be held upon family trusts (otherwise than in consequence of a transfer authorised by article 14(c)(ii)), the trustees shall immediately give a transfer notice in respect of the shares in question and such shares may not otherwise be transferred.
 - (d) For the purposes of this article:

"privileged relation" in relation to a holder means the spouse of the holder and such holder's children and grandchildren (including step and adopted children and grandchildren);

"family trusts" in relation to such holder means trusts under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than the holder or his privileged relations and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees of such holder or his privileged relations; and

"settlor" includes a testator or an intestate in relation to family trusts arising respectively under a testamentary disposition or an intestacy.

15. The directors shall register a transfer made in accordance with article 14 and shall register as a member or members the legal personal representatives of a deceased member where under the provisions of his will or the laws as to intestacy the person beneficially entitled, whether immediately or contingently, to the shares in respect of which such legal personal representatives are intended to be registered, are persons to whom a transfer may be made under the provisions of article 14(b). Save as aforesaid, and unless in any particular case all the members for the time being shall otherwise agree in writing, none of the shares of the Company shall be transferred except in accordance with article 16.
16. Except in the case of a transfer of shares expressly authorised by article 14, and subject to article 15, the right to transfer shares in the Company shall be subject to the following restrictions, namely:
 - (a) Subject as otherwise provided in this article 16 before transferring any shares or any interest in such shares the person proposing to transfer the same (the "proposing transferor") shall give a notice in writing sent by registered post (the "transfer notice") to the directors that he desires to transfer the same. In the transfer notice the proposing transferor shall specify the price per share which he is willing to accept for the shares comprised in such transfer notice and the identity of any person who has indicated a willingness to purchase such shares at such price; and the price per share so specified is referred to below as "the prescribed price". The transfer notice shall constitute the directors the agent of the proposing transferor for the sale of the shares mentioned in such transfer notice at the prescribed price.
 - (b) Immediately upon receipt of any transfer notice the directors shall offer the shares comprised in such transfer notice for purchase at the prescribed price to all members other than:
 - (i) the member by whom or in respect of whose shares the transfer notice has been given or deemed to be given; and
 - (ii) any member to whom under the provisions of article 13 shares may not be transferred)

holding shares in the Company on the terms that in case of competition the shares so offered shall be sold to the members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holdings of shares.

The offer which shall be by notice in writing and sent by registered post, shall be on identical terms for each of such holders, shall specify the total number of

shares on offer, the proportionate entitlement of the relevant holder and the prescribed price per share and shall invite each of such holders to state in writing by registered post within a period of 30 days whether he is willing to take any, and if so what maximum, number of the shares on offer. Any such offer shall be subject to paragraph (d) of this article.

- (c) The directors shall give notice in writing to the proposing transferor of the identity of any member or members ("purchaser" or "purchasers") accepting the offer, and of the number of shares agreed to be purchased, and upon receipt of that notice and subject to the provisions of paragraph (d) of this article the proposing transferor shall be bound, upon payment of the prescribed price for such shares, to transfer such shares to the purchaser or respective purchasers of such shares. The purchase shall be completed within 15 days of receipt of that notice by the proposing transferor at a place and time to be appointed by the directors.
 - (d) If the offer is not duly accepted in respect of all the shares comprised in the transfer notice the proposing transferor shall at any time within 30 days after the expiry of the offer be entitled (but not bound) to transfer all or any of the shares comprised in the transfer notice (or, at the option of the proposing transferor notified to the directors within seven days of the relevant notification to him pursuant to paragraph (c) of this article, the number in respect of which the offer is not duly accepted) on a bona fide sale to any person or persons at any price per share not being less than the prescribed price.
 - (e) All members of the Company may at any time agree in writing to waive the provisions of this article 16.
17. (a) Subject to the provisions of article 16, a member which is a body corporate shall be bound at any time after it shall have gone into liquidation (not being a liquidation for the purposes only of amalgamation or reconstruction), if and when required in writing by a majority in nominal value of the other members so to do, to give a transfer notice in respect of all the shares then registered in the name of such member.
- (b) In any case where a transfer notice has been duly required to be given under this article 17 in respect of any shares and such transfer notice is not given within a period of one month, such transfer notice shall (except and to the extent that a transfer of any such shares in favour of a person to whom they may be transferred pursuant to article 14 shall have been lodged prior to the expiration of the said period) be deemed to have been given at the expiration of the said period.
 - (c) In any case where a transfer notice has been duly required or is deemed to be given under this article 17 in respect of any shares then "the prescribed price" shall be the fair value of the shares comprised in such transfer notice or deemed transfer notice as determined by the auditors of the Company for the time being. In determining the fair value of such shares such auditors shall act as experts and not as arbitrators. The "fair value" of the shares in question shall be the market value of such shares as between a willing buyer and a willing seller but save that no account shall be taken of the fact that the shares which are the subject of such transfer notice or deemed transfer notice do or do not constitute a minority holding in the company.

DRAG ALONG

18. (a) If a third party acting in good faith who is not an associate (as defined in section 435 of the Insolvency Act 1986) of a member of the Company (the "Purchaser") makes an arms' length offer to the members of the Company (the "Offer") to acquire all of their shares in the Company for cash (or for assets for which there is a ready market for sale in exchange for cash) then members who wish to accept the Offer and who hold between them at least 75 per cent. of the issued ordinary shares may give written notice to the Company and to the other member(s) signed by or on behalf of all of them (the "Drag Along Notice") stating:
- (i) that they wish to accept the Offer;
 - (ii) the price per share payable under the Offer (the "consideration"); and
 - (iii) any other conditions attaching to the Offer.
- (b) If not later than the date 30 days after the date of service of the Drag Along Notice, either the directors or another member of the Company has not procured an offer to be made for all the issued ordinary shares in the Company on terms which in the reasonable opinion of the directors of the Company are better than the terms of the Offer, then all members who have not already accepted the Offer (the "Called Members") will be deemed to have accepted the Offer on the terms set out in the Drag Along Notice and all members must transfer their shares to the Purchaser on the tenth day following the expiry of the 30 day period against payment or delivery to them of the consideration specified in the Offer but without requiring the Called Members to assume any other obligation.
- (c) If a member fails to transfer his shares as required by this article 18:
- (i) the chairman of the Company or, failing him, one of the directors, or some other person nominated by a resolution of the directors, may on behalf of the member:
 - (A) complete, execute and deliver in his name all documents necessary to give effect to the transfer of the relevant shares to the Purchaser;
 - (B) receive the consideration for the sale of the shares of the member and give a good discharge for it; and
 - (C) (subject to the transfer being duly stamped) enter the Purchaser in the register of members as the holder of the shares purchased by him; and
 - (ii) the Company shall pay the consideration for the sale of the shares of the member into a separate bank account in the Company's name on trust (but without interest) for the member until he has delivered to the Company his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the directors in respect of any lost certificate).

- (d) No Called Member shall be obliged to assume any obligation in connection with the sale of his shares other than to give a warranty that he sells with full title guarantee.

TAG ALONG

19. (a) The provisions of this article will apply if a member (a "Proposing Seller") proposes a transfer of Shares (the "Proposed Transfer") in accordance with article 16 of these articles of association which would, if put into effect, result in any person (a "Proposed Transferee") becoming the holder of 51 per cent. of the issued ordinary shares in the Company or increasing his shareholding in the Company beyond 51 per cent.
- (b) A Proposing Seller must, before making a Proposed Transfer, procure the making by the Proposed Transferee of an offer to all the other members to acquire their shares for a consideration per share the value of which is at least equal to the consideration payable to the Proposing Seller.
- (c) The offer referred to in paragraph (a) of this article 19 must be expressed to be capable of acceptance for a period of not less than 30 days and if it is accepted by any member (an "Accepting Member") within that period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the shares held by Accepting Members.

PROCEEDINGS AT GENERAL MEETINGS

20. (a) No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon. Three members present in person or by proxy shall be a quorum for all purposes.
- (b) A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote.
- (c) No resolution shall be deemed to have been validly passed at any general meeting of the Company unless the holders of 75 per cent. of the issued ordinary shares in the Company present at such meeting shall vote in favour of such resolution PROVIDED ALWAYS THAT in the event that all of such shareholders do not vote in favour of such resolution, then on the application by any shareholder(s) holding 25 per cent. or more of the issued ordinary shares in the Company the chairman shall adjourn the general meeting for a period of 21 days (or such shorter period as agreed by all such shareholders) and at any such resumed meeting voting shall be on the basis of numbers of shares held in the Company without regard to class of share but subject always to the provisions of article 20(a).
- (d) Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in respect of their right to appoint proxies. Notices of and other communications relating to any general meeting which any member is entitled to receive shall also be sent to the directors for the time being of the Company.
21. (a) *At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration by the*

chairman of the result of the show of hands, demanded in accordance with article 20(b).

- (b) If at any general meeting any votes shall be counted which ought not to have been counted, or not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting.
 - (c) In regulation 54 of Table A the words ", not being himself a member entitled to vote," shall be deleted.
22. Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

MEMBERS' ASSENT

23. (a) Pursuant to the rights and powers under common law of all members having the right to receive notice of and to attend and vote at general meetings to assent or agree to any matter, such members' assent or agreement to any matter may (without limitation), if written be evidenced by one or more documents (including a facsimile) each accurately stating the terms of the assent or agreement and signed by or on behalf of or otherwise emanating from one or more of such members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.
- (b) The provisions of article 23(a) are in addition to and not exclusive of:
- (i) any other rights and powers under common law of all members or any class of members having the right to attend and vote at general meetings to assent or agree to or ratify any matter or to pass any resolution by unanimous written consent; and
 - (ii) any statutory rights of the members or any class of members under sections 381A and 381B of and schedule 15A to the Act,

all of which rights and powers may be exercised by the members as an alternative to the unanimous assent or agreement referred to in article 23(a).

PROXIES

24. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notorially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly.

DIRECTORS

25. (a) Unless otherwise determined by special resolution of the Company the maximum number of the directors shall be eight.
- (b) Any adult person may be appointed or elected as a director whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.
- (c) Any shareholder or shareholders holding at least 12.5 per cent. of the issued ordinary shares in the Company shall be entitled:
- (i) to appoint one director (his "Nominated Director");
 - (ii) to remove from office his Nominated Director; and
 - (iii) to appoint another person in place of a Nominated Director who has ceased to be his Nominated Director.
- (d) Any shareholder or shareholders holding at least 12.5 per cent. of the issued ordinary shares in the Company shall be entitled to nominate an observer or other representative (an "Observer"). An Observer shall be entitled to attend meetings of directors for the purposes of observing the proceedings of the directors but shall not be entitled to count in the quorum or vote at any such meeting unless he has been appointed as an alternate director in accordance with article 35 of these articles.
- (e) Any appointment or removal of a Nominated Director pursuant to paragraph (c) of this article or of an Observer pursuant to article 25(d) shall be effected by notice in writing to the Company signed by such member or members and shall take effect at and from the time when such notice is lodged at the registered office of the Company or produced to a meeting of the directors of the Company.

BORROWING POWERS

26. In line with the Company's requirements as stated in each annual business plan prepared by the board of directors in accordance with the provisions of the shareholders' deed entered into on the date of the adoption of these articles by the members for the time being of the Company (the "Shareholders' Deed") and subject to the restrictions on the Company's power to act as set out the schedule 2 of the Shareholders' Deed, the directors may exercise all the powers of the Company to borrow or raise money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage or charge over its undertaking, property and uncalled capital, or any part thereof and subject in the case of any security convertible into shares to section 80 of the Act to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

27. (a) A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors.
- (b) A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit. Regulation 85 of Table A shall be modified accordingly.
- (c) For the purposes of regulation 85 of Table A (as modified by articles 27(a) and (b)) a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the director is interested, a general notice given by a director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

28. (a) The office of a director shall be vacated immediately if:
- (i) (not being precluded from so doing by the terms of any contract with the Company) by notice to the Company he resigns the office of director; or
 - (ii) he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors; or
 - (iii) he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or
 - (iv) he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law;
 - (v) he is removed pursuant to article 25.

- (b) The office of a director shall be vacated if he is or becomes incapable of exercising his functions as a director properly for a period of three months or longer by reason of illness, injury or mental disorder.

ROTATION OF DIRECTORS

29. The directors shall not be liable to retirement by rotation and accordingly the words "and may also determine the rotation in which any additional directors are to retire" in regulation 78 of Table A and the second and third sentences in regulation 79 of Table A shall not apply to the Company nor shall any other references to retirement by rotation in Table A.

PROCEEDINGS OF DIRECTORS

30. (a) The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Unless all directors indicate their willingness to accept shorter notice of a meeting of directors, no fewer than 5 days' prior notice of the time and place of each meeting of directors shall be given to each director.
- (b) A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors. Notice of every meeting of the directors shall be given to every director, but the non-receipt of notice by any director shall not invalidate the proceedings at any meeting of the directors.
- (c) The quorum necessary for the transaction of the business of the directors shall be three. The directors shall nominate the chairman of the board of directors from year to year. The chairman shall not have a second or casting vote at meetings of the board or of any committee of the board.
- (d) Questions arising at a meeting shall be decided by 75 per cent. of votes.
- (e) If at any meeting a quorum is not present then the meeting shall be adjourned for 72 hours and at the resumption of the meeting such directors as are present shall be the necessary quorum.
31. (a) A resolution of all the directors for the time being entitled to receive notice of meetings of directors shall be as valid and effective as if it had been passed at a meeting of the directors duly convened and held, and may consist of several documents (including a facsimile) each accurately stating the terms of the resolution and each signed by or emanating from one or more of the directors.
- (b) Any director may participate in a meeting of directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.
- (c) All directors whether or not absent from the United Kingdom shall be entitled to receive notice of meetings of the directors.

32. Any meetings of a committee appointed under regulation 72 of Table A shall be governed mutatis mutandis by articles 30 and 31 of these articles.

SECRETARY

33. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly.

MANAGING OR EXECUTIVE DIRECTORS

34. (a) The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director.
- (b) The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine, subject to the approval of the remuneration committee established in accordance with the provisions of the Shareholders' Deed.
- (c) The directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers.

ALTERNATE DIRECTORS

35. (a) Any director may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- (b) Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office.
- (c) An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to

attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply *mutatis mutandis* as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. The foregoing provisions of this article 35(c) shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member.

- (d) Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct.

PENSIONS AND ALLOWANCES

36. Subject to the approval of the members in accordance with the Shareholders' Deed, the directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a holding company or a subsidiary of the Company or is allied to or associated with the Company or with any such holding company or subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such persons, and establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, subject always, if so required by law, to particulars with respect to the proposed payment being approved by the Company, and a director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

THE SEAL

37. (a) 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 document to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal.
- (b) The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.
- (c) The Company may dispense with the need for a company seal insofar as permitted by the Act.

NOTICE

38. (a) Any notice to be given to or by any person pursuant to these articles shall be in writing except that a notice calling a meeting of the directors need not be in writing.
- (b) Any notice to be given under these articles may be delivered or sent by first class post (airmail if overseas) to:

in the case of a member
or his legal personal
representative or
trustee in bankruptcy:

such member's address as
shown in the register
of members of
the Company;

in the case of a
director:

his last known address
or at the address
notified by him to the
Company for that purpose;

in the case of a meeting
of the directors:

the place of the meeting;

in the case of the
Company:

its registered office;
and

in the case of any
other person:

to his or its last known
address,

or

- (c) where a fax number or an address for email or other form of electronic communication has been notified to or by the Company for that purpose, be sent by the relevant form of electronic communication to that address.

- (d) Any such notice will be deemed to have been served and be effective:
 - (i) if delivered, at the time of delivery; and
 - (ii) if posted or sent by fax, email or any other form of electronic communication on receipt or in the case of an electronic communication 96 hours after the time it was sent, whichever occurs first.
- (e) "electronic communication" means a communication transmitted (whether from one person to another, from one device to another or from a person to a device or vice versa):
 - (i) by means of a telecommunications system (within the meaning of the Telecommunications Act 1984); or
 - (ii) by other means but whilst in an electronic form.
- (f) Regulations 112 and 115 of Table A do not apply.
- (g) In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.

WINDING UP

- 39. In regulation 117, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

INDEMNITY

- 40. Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.