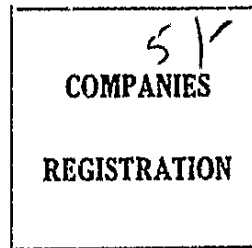
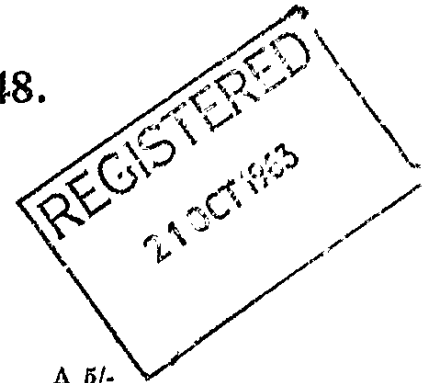


No. of Company 77800



THE COMPANIES ACT, 1948.



A 5/-
Companies
Registration
Fee Stamp
must be
impressed
here.

DECLARATION of Compliance with the requirements of the
Companies Act, 1948, on application for registration of a Company.

Pursuant to Section 15 (2) of the Companies Act 1948.

Name of Company	{	SOUTHERN METAL CONSTRUCTION	
		CO. (LONDON)	Limited

Presented by

WILD COLLINS & CROSSE

6 Old Jewry

Poultry, E.C.2.

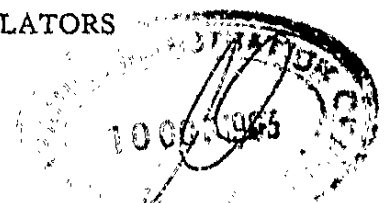
WILDMAN
13 WELL COURT,
BOW LANE,
LONDON, E.C.4.
TEL. CITY 2546

WILDMAN & BATTELL LTD.

COMPANY & GENERAL LAW AGENTS & TRANSLATORS

13, Well Court, Bow Lane, London, E.C.4.

Telephone: CITY 2545



I, REGINALD CLARENCE de MONTMORENCY BLUM
of 6 Old Jewry, Poultry, London, E.C.2.

Do solemnly and sincerely declare that I am (a)

A Solicitor of the Supreme Court engaged
in the formation

of

SOUTHERN METAL CONSTRUCTION CO. (LONDON) Limited.

And that all the requirements of the Companies Act, 1948, in
respect of matters precedent to the registration of the said
Company and incidental thereto have been complied with, And
I make this solemn Declaration conscientiously believing the
same to be true and by virtue of the provisions of the "Statutory
Declarations Act, 1935."

Declared at 6 Frederick Place
Old Jewry in the City
of London
the 9th day of October
one thousand nine hundred and sixty three
before me.

PETER F. EVANS

(b) A Commissioner for Oaths.

- (a) "A Solicitor of the Supreme Court" (or in Scotland "an Enrolled Law Agent"
"engaged in the formation," or "A person named in the Articles of Association
"as a 'Director' or the 'Secretary'."
- (b) or Notary Public or Justice of the Peace.

NOTE. This Margin is reserved for binding, and must not be written across.



Statement of the Nominal Capital

made pursuant to Sec. 112, Stamp Act, 1891.

The NOMINAL CAPITAL of.

SOUTHERN METAL CONSTRUCTION CO. (LONDON)

Limited

is £ 100, divided into:

100 ordinary *Shares of* One pound *each*

Shares of _____ each

Signature.

Solicitors engaged in the formation
(State whether Director or Secretary)

Date 14 October 1963

NOTE.—The Stamp Duty on the Nominal Capital is Ten Shillings for every £100 or fraction of £100.

Presented by

WILD COLLINS & ~~CROSSE~~

6 Old Jewry

E.C.2.

~~WILDMAN & SMITTELL LTD~~
13 WELL COURT,
BOW LANE,
LONDON, E.C.4.
TEL. CITY 2545

WILDMAN & BATTELL LTD.

COMPANY & GENERAL LAW AGENTS & TRANSLATOR

13, Well Court, Bow Lane, London, E.C.4.

Telephone: CITY 2545





COMPANY LIMITED BY SHARES COMPANIES REGISTRATION

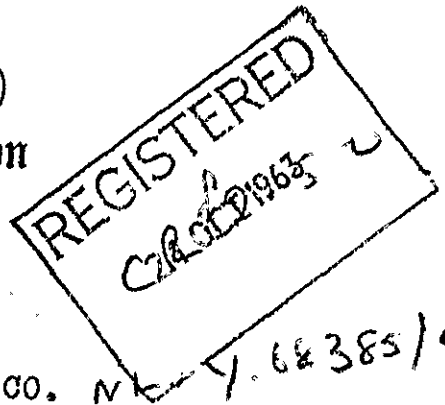
778001

3

Memorandum of Association

OF

SOUTHERN METAL CONSTRUCTION CO.
(LONDON) LIMITED



1. The name of this Company is "SOUTHERN METAL CONSTRUCTION CO. (LONDON) LIMITED".

2. The Registered Office of this Company will be situate in England.

3. The objects for which this Company is established are:-

- (a) To carry on business as manufacturers, importers, exporters and retailers of and dealers in metal windows and frames, sliding doors, canopies, roof lights, balustrades, metal staircases and lifting gear components and to work and process steel, stainless steel, bronze, aluminium and glass and all metallic and similar substances and their by products and all articles produced from metallic and similar substances and as contractors and suppliers to the building and all allied trades.

WILDMAN & BATTELL LTD
13 WELL COURT,
BOW LANE,
LONDON, E.C.4.
TEL. CITY 2845



- (b) To carry on any other business which, in the opinion of this Company, may be capable of being conveniently or profitably carried on in conjunction with or subsidiary to any other business of this Company and is calculated to enhance the value of this Company's property.
- (c) To purchase or by any other means acquire freehold, leasehold or any other property for any estate or interest whatever, movable or immovable, or any interest in such property and to sell, lease, let on hire, develop such property, or otherwise turn the same to the advantage of this Company.
- (d) To apply for, register or by other means acquire any patents, patent rights, brevets d'invention, licences, trade marks, concessions and inventions and to use and turn to account the same or to develop, sell or assign the same or grant licences or privileges in respect thereof or otherwise turn the same to the advantage of this Company.
- (e) To build, reconstruct or generally maintain buildings and works of all kinds, whether or not these are situate on the property of this Company.
- (f) To invest and deal with the monies of this Company in such shares or upon such securities and in such manner as may from time to time be determined.
- (g) To amalgamate with or to make any agreement or arrangement with or enter into partnership or joint purse agreement with any other company, firm or person carrying on business similar or complementary to the business of this Company or any part thereof.
- (h) To subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of this Company, may be carried on so as directly or indirectly to benefit this Company.
- (i) To sell or otherwise dispose of the whole or any part of the business or property of this Company for any consideration, shares or debentures as this Company may think fit.
- (j) To lend money to customers and others and to guarantee the observance and performance of obligations and contracts by customers and others.

- (k) To borrow or raise money in such manner as this Company thinks fit and secure the repayment thereof by the creation and issue of debentures, debenture stock, mortgages or in any other way.
- (l) To pay or remunerate any person, firm or company for rendering services to this Company in the promotion of this Company or the placing and issue of shares, debentures, debenture stock or other securities of this Company.
- (m) To support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of this Company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependents.
- (n) To draw, make, accept, endorse, discount and execute bills, warrants, notes or other negotiable or transferable instruments.
- (o) To assist in the promotion of or promote any company or undertaking which may appear likely to assist or benefit this Company and to place or guarantee the placing of, subscribe or underwrite or otherwise acquire any part of the stock, debentures, debenture stock or other obligations of such company.
- (p) To promote by way of advertising this Company's products and services in any manner and to reward customers or potential customers and to promote or take part in any scheme likely to benefit this Company.
- (q) To distribute in specie any of the shares, debentures or securities of this Company between the members of this Company in accordance with their rights.
- (r) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.

All the foregoing objects shall be read and construed as separate and distinct objects and the generality of any of such objects shall not be abridged or cut down by reference to any other object of this Company.

4. The liability of the members is limited. ✓

5. The share capital of this Company is £100 divided into 100 shares of £1 each. ✓

WE, the several persons whose names, addresses and descriptions are subscribed are desirous of being formed in to a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of this Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of shares taken by each subscriber
<p><i>Reginald Clarence de Northmore</i> <i>Blum</i></p> <p><i>6 Bed Jewry</i> <i>E.C.2</i> <i>Solicitor</i></p> <p><i>Eileen Louise Griffiths</i> <i>75 Northumberland Avenue</i> <i>Hornchurch</i> <i>Essex</i> <i>Shorthand/typist</i></p>	<p><i>One</i></p> <p><i>One</i></p>

DATED this *7th* day of *October* 1968.

WITNESS to the above signatures:-

Rose T. Tedlock
87 Charterhouse Road
Orpington. Kent.
Secretary.



The Companies Act, 1948.

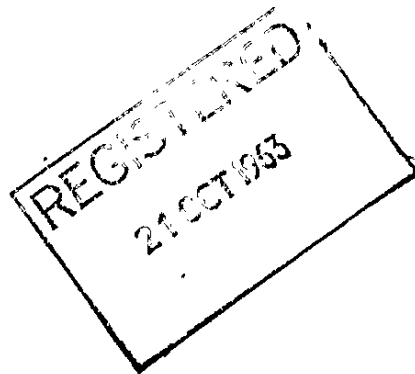
778004

COMPANY LIMITED BY SHARES

Articles of Association

OF

SOUTHERN METAL CONSTRUCTION CO.
(LONDON) LIMITED



PRELIMINARY

1. Subject as hereinafter provided, the regulations contained or incorporated in Part II of Table A in the First Schedule to the Companies Act 1948 (hereinafter referred to as "Part II of Table A") shall apply to this Company.

2. Regulations 2, 3, 24, 53, 75, 88, 107, 108, 110 and 134 of Part I of Table A aforesaid (hereinafter referred to as "Part I of Table A") shall not apply to this Company, but the Articles hereinafter contained together with the remaining regulations of Part I of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of this Company.

CAPITAL

3. The initial share capital of this Company is £100 divided into 100 shares of £1 each.

4. The shares of this Company, whether forming part of the original capital or of any increased capital, may be allotted or otherwise disposed of to such persons and for such consideration and upon such terms as the Directors may determine subject, in the case of any shares forming part of any increased capital, to such directions as to the allotment or disposal thereof as may be given by this Company in general meeting at the time of the creation of such shares and subject also to the provisions of Regulation 2 in Part II of Table A.

5. Subject to the provisions of Section 58 of the Act any Preference Shares may be issued on the terms that they are, or at the option of this Company are liable to be redeemed.

Art
6

TRANSFER OF SHARES

6. Any share may be transferred by a member to his or her spouse or lineal descendant and any share of a deceased member may be transferred to any such relation as aforesaid of the deceased member. Save as aforesaid the Directors may, in their absolute discretion and without assigning any reason therefor decline to register the transfer of any share whether or not it is a fully paid share.

7. The proviso to Regulation 32 of Part I of Table A shall not apply to this Company.

VOTES OF MEMBERS

8. Subject to any rights or restriction for the time being attached to any class or classes of shares, on a show of hands every member present in person shall have one vote, and on a poll every member shall have one vote for each share of which he is the holder.

DIRECTORS

9. Regulations 80-87 of Part I of Table A apply except that Article 10 shall be substituted for sub-clauses (2) and (4) of Regulation 84 which shall be deleted.

10. A Director who has disclosed his interest in accordance with Regulation 84 (1) of Part I of Table A and Section 199 of the Act may vote in respect of any contract proposed contract or any arrangement in which he is interested directly or indirectly and such director shall be counted in the quorum present at any meeting at which such contract or proposed contract or arrangement is being considered.

11. A Director may hold any other office or place of profit under this Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine.

12. Any Director may act by himself or his firm in a professional capacity for this Company, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director to act as Auditor of this Company.

13. This Company shall not be subject to Section 185 of the Act, and accordingly any person may be appointed or elected as a Director, whatever his age, and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.

14. The office of a Director shall be vacated:-

- (1) If by notice in writing to this Company he resigns the office of Director.
- (2) If he ceases to be a Director by virtue of Section 182 of the Act.
- (3) If he becomes bankrupt or insolvent, or enters into an arrangement with his creditors.
- (4) If he becomes of unsound mind.
- (5) If he is prohibited from being a Director by any order made under Section 188 of the Act.
- (6) If he is removed from office by a resolution duly passed under Section 184 of the Act.

BORROWING POWERS

15. The proviso to Regulation 79 of Part I of Table A shall not apply to this Company.

MANAGING DIRECTORS AND MANAGERS

16. The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager 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. A Director so appointed, whilst holding such office, shall not be subject to retirement by rotation or be taken into account in determining the number of Directors to retire by rotation or the rotation of retirement of Directors, but his appointment, subject to the payment to him of such compensation or damages as may be payable to him by reason thereof, shall be automatically determined if he cease from any cause to be a Director.

17. A Managing Director or Manager shall receive such remuneration (whether by way of salary, commission or participation in profits or partly in one way and partly in another) as the Directors may determine.

SECRETARY

18. 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. If at any time there shall be no secretary or for any reason no secretary capable of acting, the Directors may appoint an assistant or deputy secretary.

4

NOTICES

19. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to this Company any address within the United Kingdom for the giving of notices to them.

FIRST DIRECTORS

20. The number of Directors shall not be less than two or more than five and the first Directors of this Company shall be:-

JAMES ALBERT HOWARD

and

SHIRLEY ANN HOWARD

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Reynold Clarece de Montmorency, B.A.
C. C. J. J. J.
E.C.
Solicitor.

Eileen Louise Griffiths
75 Northumberland Avenue
Hornchurch
Essex
Shorthand/typist.

DATED this 7th day of October, 1963.

WITNESS to the above signatures:-

Rose J. Thellock
87 Blonkeshouse Road
Orpington, Kent.
Secretary

DUPLICATE FOR THE FILE

No. 778004



Certificate of Incorporation

I Hereby Certify, that

SOUTHERN METAL CONSTRUCTION CO. (LONDON) LIMITED

is this day Incorporated under the Companies Act, 1948, and that the
Company is Limited.

Given under my hand at London this **Twenty-first** day of
October One Thousand Nine Hundred and Sixty **three.**

L. W. Whitfield.
Assistant Registrar of Companies.

Certificate
received by

} SEE SEPARATE RECORD.

Date..

21

The Companies Act, 1948.

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

OF

SOUTHERN METAL CONSTRUCTION CO. (LONDON) LIMITED

Passed 26th. June, 1969

At an EXTRAORDINARY GENERAL MEETING of the above-named Company held at Lee House, London Wall, London, E.C.2, on 26th. June, 1969, the following RESOLUTION was duly proposed and passed as a SPECIAL RESOLUTION:-

RESOLUTION

That the name of the Company be and is hereby changed to "AJAX ARCHITECTURAL GROUP LIMITED".


Secretary.

PRESENTED BY:

B. J. SHARP

PILLAR LIMITED

LEE HOUSE

LONDON WALL

LONDON, E.C.2

COMPANIES REGISTRAR
27 JUN 1969



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. T78004

22

Whereas

SOUTHERN METAL CONSTRUCTION CO. (LONDON) LIMITED

was incorporated as a limited company under the
COMPANIES ACT, 1948,

on the **21st OCTOBER, 1963**

And whereas by special resolution of the Company and with the approval
of the Board of Trade it has changed its name

Now therefore I hereby certify that the Company is a limited company
incorporated under the name of

AJAX ARCHITECTURAL GROUP LIMITED

Given under my hand at London the **3rd JULY, 1969.**


(F. L. KNIGHT)

Assistant Registrar of Companies

C.172

No. 778004

THE COMPANIES ACT, 1948

COMPANY LIMITED BY SHARES.

SPECIAL RESOLUTION

OF

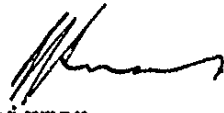
AJAX ARCHITECTURAL GROUP LIMITED

Passed, 3rd. September, 1969

At an EXTRAORDINARY GENERAL MEETING of the
above-named Company held at Lee House,
London Wall, London. E.C.2., on the 3rd.
September, 1969 the following RESOLUTION
was duly proposed and passed as a SPECIAL
RESOLUTION.

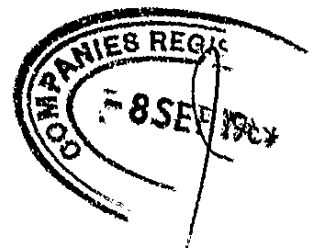
SPECIAL RESOLUTION

That the regulations contained in the
printed document submitted to the Meeting
and for the purpose of identification
initialled by the Chairman thereof be and
they are hereby adopted as the Articles of
Association of the Company in substitution
for and to the exclusion of all existing
Articles of Association.


Chairman

FILED BY

B. J. SHARP
LEE HOUSE
LONDON WALL,
LONDON. E.C.2.



COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution
passed on 3rd. September, 1969)

of

AJAX ARCHITECTURAL GROUP LIMITED

PRELIMINARY

1. The regulations contained in Part I of Table A in the First Schedule to the Companies Act 1948 (as amended by the Companies Act 1967), shall except as hereinafter provided and so far as the same are not inconsistent with the provisions of these Articles, apply to the Company. References herein to regulations of Table A are to regulations in Part I of Table A unless otherwise stated.

PRIVATE COMPANY

2. The Company is a Private Company, and accordingly the restrictions contained in regulation 2 of Part II of Table A shall apply.

CAPITAL

3. The share capital of the Company at the date of adoption of these Articles is £100 divided into 100 shares of £1 each.

SHARES

4. All unissued shares shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as they think proper.

TRANSFER OF SHARES

5. An instrument of transfer of fully paid shares need not be signed by or on behalf of the transferee. Regulation 22 of Table A shall be modified accordingly.

6. Subject to the provisions of regulation 24 of Table A any share may at any time be transferred to a person who is already a member of the Company. Save as aforesaid the Directors shall have an absolute right without assigning any reason thereof to refuse to register any transfer of a share (whether fully paid or not)

PROCEEDINGS AT GENERAL MEETINGS

7. Two members present in person or by proxy shall be a quorum at any General Meeting. Regulation 53 of Table A shall be modified accordingly.

8. 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. Regulation 58 of Table A shall be modified accordingly.

9. A resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at General Meetings shall be as effective as if the same had been passed at a General Meeting of the Company duly convened and held, and may consist of several documents in the like form, each signed by one or more persons, but a resolution so signed shall not be effective to do anything required by the Act to be done in General Meeting or by Special or Extraordinary Resolution. In the case of a corporation the resolution may be signed on its behalf by a Director thereof or by its duly appointed attorney or duly authorised representative.

DIRECTORS

10. Unless and until otherwise resolved in accordance with regulation 94 of Table A the Directors shall not be less than two.

Regulation 75 of Table A shall not apply.

11. A Director shall not be required to hold any shares of the Company by way of qualification. Regulation 77 of Table A shall not apply. A Director who is not a member of the Company shall nevertheless be entitled to attend and speak at any General Meeting.

12. The ordinary remuneration of the Directors shall from time to time be determined by an Ordinary Resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree, or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. The Directors may repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors, or General Meetings, or otherwise in or about the business of the Company. Regulation 76 of Table A shall not apply to the Company.

13. The proviso to regulation 79 of Table A, which proviso restricts the borrowing and charging powers exercisable by the Directors, shall not apply to the Company.

14. The Directors may establish any Local Boards or Agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such Local Boards, or any Managers or Agents, and may fix their remuneration, and may delegate to any Local Board, Manager or Agent any of the powers, authorities and discretions vested in

the Directors, with power to sub-delegate, and may authorise the members of any Local Boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

15. A Director may be interested, directly or indirectly, in any contact or arrangement with the Company and (except as regards the office of Auditor) he may hold any office or place of profit under the Company, and he or any firm of which he is a partner may act in a professional capacity for the Company on such terms as to remuneration and otherwise as the Directors may determine. In relation to any such matter a Director notwithstanding his interest may vote and be taken into account for the purposes of a quorum and may retain for his own absolute use and benefit all profits and advantages accruing to him. Regulation 84 of Table A shall be extended accordingly.

16. The Directors may dispense with the keeping of attendance books for meetings of the Directors of committees of the Directors. Regulation 86 of Table A shall be modified accordingly.

17. The office of a Director shall be vacated in any of the following events, namely:-

(A) If he shall become prohibited by law from acting as a Director.

(B) If (not being a Managing Director holding office as such for a fixed term) he shall resign by writing under his hand left at the Registered Office or if (being such a Director) he shall tender his resignation and the Directors shall resolve to accept the same.

(C) If he shall have a receiving order made against him or shall compound with his creditors generally.

(D) If he shall become of unsound mind.

(E) If he shall be absent from meetings of the Directors for six months without leave and the Directors shall resolve that his office be vacated.

Regulation 88 Table A shall not apply to the Company.

18. At each Annual General Meeting all the Directors for the time being shall retire from office. A Director shall be eligible for re-election. A Director retiring at a Meeting shall retain office until the close or adjournment of the Meeting. Regulations 89 to 92 of Table A shall not apply and all other references in Table A to retirement by rotation shall be disregarded.

19. A resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and may consist of

several documents in the like form, each signed by one or more of the Directors. Regulation 106 of Table A shall not apply.

20. Regulations 107 to 109 inclusive of Table A shall extend to include the posts of Deputy and Assistant Managing Director and in these Articles references to a Managing Director shall include a Deputy or Assistant Managing Director.

ALTERNATE DIRECTORS

21. (A) Any Director may at any time by writing under his hand and deposited at the Registered Office appoint any person to be his alternate Director and may in like manner at any time terminate such appointment. Such appointment, unless previously approved by resolution of the Directors, shall have effect only upon and subject to the same being approved by resolution of the Directors.

(B) The appointment of an alternate Director shall ipso facto determine (i) on the happening of any event which if he were a Director would render him legally disqualified from acting as a Director, or (ii) if he has a receiving order made against him or compounds with his creditors generally, or (iii) if he becomes of unsound mind. His appointment shall also determine ipso facto if his appointor ceases for any reason to be a Director. Provided that if any Director retires pursuant to Article 18 but is re-elected at the meeting at which such retirement take effect any appointment by him of an alternate Director which is in force immediately prior to his retirement shall continue to operate after his re-election as if he had not so retired.

(C) An alternate Director shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him) be entitled to receive notices of meetings of the Directors and 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 if his appointor is for the time being temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.

(D) An alternate Director may be repaid by the Company such expenses as might properly be repaid to him if he were a Director and he shall be entitled to receive from the Company such proportion (if any) of the remuneration otherwise payable to his appointor as such appointor may be notice in writing to the Company from time to time direct, but save as aforesaid he shall not in respect of such appointment be entitled to receive any remuneration from the Company. An alternate Director shall be entitled to be indemnified by the Company to the same extent as if he were a Director.

INDEMNITY

22. Subject to the provisions of and so far as may be

permitted by the Act every Director, Auditor, Secretary or other office of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto. Regulation 136 of Table A shall be extended accordingly.

Certified to be a true copy of the Articles of Association adopted by Special Resolution on the 3rd. September 1969.


CHAIRMAN

5th Dec 74

SPECIAL RESOLUTIONS

OF

AJAX ARCHITECTURAL GROUP LIMITED

Passed 4th December 1974

At an EXTRAORDINARY GENERAL MEETING of the above-named Company, duly convened and held on the 4th December 1974 at 19 St. James's Square, London S.W.1., the following Resolutions were duly passed as SPECIAL RESOLUTIONS:

RESOLUTIONS

1. "THAT the Articles of Association contained in the document submitted to this Meeting and signed for the purpose of identification by the Chairman of the Meeting be and the same are hereby adopted as the Articles of Association of the Company to the entire exclusion of all the existing Articles of Association thereof."

2. "THAT the provisions of the Memorandum of Association of the Company relating to the objects of the Company be altered by the deletion of clause 3 thereof and by the substitution therefor of a new clause to be numbered 3 in the form of the clause numbered 3 contained in the document submitted to this Meeting and signed for the purpose of identification by the Chairman of the Meeting."


D.R.W. TYLER

Chairman of the Meeting



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THE COMPANIES ACTS 1948 TO 1967

I hereby certify that **AJAX ARCHITECTURAL GROUP LIMITED**

formerly called **SOUTHERN METAL CONSTRUCTION CO. (LONDON) LIMITED**

which name was changed by special resolution and with the approval of the Board of Trade was incorporated, under the **Companies Act, 1948**

as a limited company on the **21st October 1963** and that the certificate of incorporation altered to meet the circumstances of the case was issued on the **3rd July 1969**

Given under my hand at London the **19th September 1974**

No. **778004**

A handwritten signature in dark ink, appearing to read 'J. O'Kane'.

(J. O'KANE)

Assistant Registrar of Companies

THE COMPANIES ACT 1948

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION
(as amended on 4th December 1974)

OF

AJAX ARCHITECTURAL GROUP LIMITED

1. The name of the Company is AJAX ARCHITECTURAL GROUP LIMITED.*

2. The Registered office of the Company will be situate in England.

3. The objects for which the Company is established are:-

- (A) To carry on business as developers, manufacturers, fabricators, installers, contractors, miners, extractors, repairers and processors.
- (B) To carry on the business of buyers, sellers, dealers, stockists, distributors, agents, advisers and designers.
- (C) To co-ordinate, supervise and control the administration, policies, research, planning, business and trading of any person or body corporate.
- (D) To purchase or otherwise acquire letters patent, brevets d'invention, concessions, licences, inventions, rights and privileges, and to exercise and use and grant licences to others to exercise and use letters patent, brevets d'invention, concessions, licences, inventions, rights or privileges in any part of the world for any invention, mechanism or process, secret or otherwise, and to disclaim, alter or modify such patent rights or protection, and also to acquire, use and register trade marks, trade names, registered or other designs, rights of copyright or other rights or privileges in relation to any business for the time being carried on by the Company.
- (E) To carry on any other business or activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's business or property.

- (F) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description and whether with or without the Company receiving any consideration to guarantee, support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by trust deed or by other assurance or by any of such methods and whether severally or jointly with any other person, firm or company the performance of the obligations and the payment of the capital or principal of and dividends or interest and premiums on any securities undertaken or issued by any person, firm or company including (but without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company (within the meaning of Section 154 of the Companies Act 1948) or another subsidiary (within the meaning of the said Section) of the Company's holding company or otherwise associated with the Company in business.
- (G) To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell, and deal with bills of exchange, promissory notes and other negotiable or transferable instruments.
- (H) To lend money to and guarantee or give security for the performance of the contracts or obligations of any company, firm or person, and the payment and repayment of the capital and principal of, and dividends, interest or premiums payable on, any stock, shares and securities of any company, whether having objects similar to those of this Company or not, and to give all kinds of indemnities.
- (I) To subscribe for, underwrite, purchase or otherwise acquire shares, stock, debentures, debenture stock, bonds, obligations or other securities or investments of any kind whatsoever and wheresoever created or issued, and to hold the same with a view to investment, or to sell, exchange or otherwise dispose of the same for reinvestment purposes or otherwise in the ordinary course of management of the Company's investments.
- (J) To invest any moneys of the Company not immediately required for the purposes of the business of the Company in such investments and in such manner as may from time to time be determined, and to hold, sell or otherwise deal with such investments.

- (K) To acquire for any estate or interest and to take options over, construct and develop any property, real or personal, or any rights of any kind which may appear to be necessary or convenient for any business of the Company including shares and other interests in any company the objects of which include the carrying on of any business or activity within the objects of the Company.
- (L) To amalgamate with and to co-operate in any way with or assist or subsidise any company, firm, or person, and to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, body or company carrying on any business which this Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- (M) To promote or concur in the promotion of any company, the promotion of which shall be considered desirable.
- (N) To sell, lease, grant licences, easements and other rights over, and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stock, shares or securities of any other company whether fully or partly paid up.
- (O) To procure the registration, recognition or incorporation of the Company in or under the laws of any place outside England and to make any investments or deposits and to comply with any conditions necessary or expedient in order to enable the Company to carry on business in any country, state or place abroad and to establish or guarantee local companies or branch offices, constituted or regulated under or by local laws for the purpose of carrying on any business or activity within the objects of the Company.
- (P) To subscribe or guarantee money for any national, charitable, benevolent, public, commercial, industrial, trading, general or useful object or for any exhibition, or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (Q) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business, or the relations, connections or dependants of any such persons, and to establish or support schemes, associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons (with or without others) or otherwise advance the interests of the Company

or of its members, and to establish and contribute to any scheme for the purchase by trustees of shares in the Company to be held for the benefit of the Company's employees, and to lend money to the Company's employees to enable them to purchase shares of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them.

- (R) To distribute any of the property of the Company among its members in specie or kind.
- (S) To do all or any of the things and matters aforesaid in any part of the world, and either as principals agents, contractors, trustees or otherwise, and by or through trustees, agents or otherwise, and either alone or in conjunction with others.
- (T) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.

And it is hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the order in which the same occur or the name of the Company.

4. The liability of the Members is limited.

5. The share capital of this Company is £100 divided into 100 Shares of £1 each.

(v)

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
REGINALD C. de M. BLUM, 6 Old Jewry, London E.C.2. SOLICITOR	One
EILEEN LOUISE GRIFFITHS, 75 Northumberland Avenue, Hornchurch, Essex. SHORTHAND/TYPIST	One

DATED this 7th day of October, 1963.

WITNESS to the above Signatures:-

ROSE M. MEDLOCK,

87 Charterhouse Road,
Orpington,
Kent.

SECRETARY

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
(as adopted on 4th December 1974)

OF

AJAX ARCHITECTURAL GROUP LIMITED

PRELIMINARY

1. The regulations in Table A in the First Schedule to the Companies Act 1948 as amended by the Companies Act 1967 (or other the Table A applicable at the time of the incorporation of the Company under any former enactment relating to companies) shall not apply to the Company.

2. In these presents (if not inconsistent with the subject or context) the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

WORDS	MEANINGS
The Acts	The Companies Acts 1948 to 1967.
The Statutes ...	The Acts and every other Act for the time being in force concerning companies and affecting the Company.
These presents	These Articles of Association as originally framed or as from time to time altered by Special Resolution.
Office	The Registered Office of the Company for the time being.
Transfer Office	The place where the Register of Members is situate for the time being.
Seal	The Common Seal of the Company
The United Kingdom ...	Great Britain and Northern Ireland.
Month	Calendar month.
Year	Calendar year.
In writing ...	Written or produced by any substitute for writing or partly one and partly another.
Dividend	Dividend and/or bonus.
Paid	Paid or credited as paid.

The expression "debenture" shall include "debenture stock".

The expression "Auditors" where two or more persons are appointed to act as Joint Auditors shall include any one of them.

The expression "Secretary" shall include any person appointed by the Directors to perform any of the duties of the Secretary and where two or more persons are appointed to act as Joint Secretaries shall include any one of those persons.

All such of the provisions of these presents as are applicable to paid-up shares shall apply to stock, and the words "share" and "shareholder" shall be construed accordingly.

Save as aforesaid any words or expressions defined in the Acts shall (if not inconsistent with the subject or context) bear the same meaning in these presents.

A Special or Extraordinary Resolution shall be effective for any purpose for which an Ordinary Resolution is expressed to be required under any provision of these presents.

CAPITAL

3. The Share Capital of the Company at the date of the adoption of these Articles is £100 divided into 100 Shares of £1 each.

4. Subject to any special rights which may be attached to any other class of shares, the profits of the Company available for dividend and resolved to be distributed shall be distributed by way of dividend among the holders of the Ordinary Shares. On a return of assets on liquidation the assets of the Company available for distribution among the members shall, subject to any special rights which may be attached to any other class of shares, be applied in repaying to the holders of the Ordinary Shares the amounts paid upon such shares and subject thereto shall belong to and be distributed among such holders rateably according to the number of such shares held by them respectively.

5. Any share in the Company may be issued with such preferred, deferred or other special rights, or such restrictions, whether in regard to dividend, return of Capital, voting or otherwise, as the Company may from time to time by Ordinary Resolution determine (or failing any such determination, as the Directors may determine) and subject to the provisions of the Statutes the Company may issue Preference Shares which are, or at the option of the Company are to be liable, to be redeemed.

VARIATION OF RIGHTS

6. (A) Whenever the Share Capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated either with the consent in writing of the holders of three-fourths of the issued shares of the class or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class (but not otherwise) and may be so varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up. To every such separate General Meeting all the provisions of these presents relating to General Meetings of the Company and to the proceedings thereat shall *mutatis mutandis* apply, except that the necessary quorum shall be two persons at least holding or representing by proxy one-third in nominal amount of the issued shares of the class (but so that if at any adjourned meeting a quorum as above defined is not present, any two holders of shares of the class 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 that every such holder shall on a poll have one vote for every share of the class held by him. The foregoing provisions of this Article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if the shares concerned and the remaining shares of such class formed two separate classes the special rights whereof are in each case to be varied.

(B) The special rights attached to any class of shares having preferential rights shall not unless otherwise expressly provided by the terms of issue thereof be deemed to be varied by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects *pari passu* therewith but in no respect in priority thereto.

ALTERATION OF CAPITAL

7. The Company may from time to time by Ordinary Resolution increase its Capital by such sum to be divided into shares of such amounts as the Resolution shall prescribe.

8. All new shares shall be subject to the provisions of these presents with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

9. (A) The Company may by Ordinary Resolution:-

- (1) Consolidate and divide all or any of its Share Capital into shares of larger amount than its existing shares.

- (2) Cancel any shares which, at the date of the passing of the Resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its Capital by the amount of the shares so cancelled.
- (3) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Statutes), and so that the Resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares.

(B) Upon any consolidation of fully paid shares into shares of larger amount the Directors may as between the holders of shares so consolidated determine which shares are consolidated into each consolidated share and in the case of any shares registered in the name of one holder being consolidated with shares registered in the name of another holder may make such arrangements as may be thought fit for the sale of the consolidated share or any fractions thereof and for the distribution among the persons entitled thereto of the net proceeds of such sale and for such purpose may appoint some person to transfer the consolidated share to the purchaser. Provided that the necessary unissued shares are available the Directors may alternatively in each case where the number of shares held by any holder is not an exact multiple of the number of shares to be consolidated into a single share issue to each such holder credited as fully paid up by way of capitalisation the minimum number of shares required to round up his holding to such a multiple (such issue being deemed to have been effected immediately prior to consolidation) and the amount required to pay up such shares shall be appropriated at their discretion from any of the sums standing to the credit of any of the Company's Reserve Accounts (including Share Premium Account and Capital Redemption Reserve Fund) or to the credit of profit and loss account and capitalised by applying the same in paying up such shares.

10. The Company may by Special Resolution reduce its Share Capital or any Capital Redemption Reserve Fund or Share Premium Account in any manner and with and subject to any incident authorised and consent required by law.

SHARES

11. All unissued shares in the Company shall be at the disposal of the Directors and they may allot, grant options over or otherwise dispose of them to such persons, at such times and on such terms as they think proper.

12. The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. The Company may also on any issue of shares pay such brokerage as may be lawful.

13. Except as required by law, no person shall be recognised by the Company as holding any share upon any trust, and the Company shall not be bound by or compelled in any way to recognise any equitable, contingent, future or partial interest in any share, or any interest in any fractional part of a share, or (except only as by these presents or by law otherwise provided) any other right in respect of any share, except an absolute right to the entirety thereof in the registered holder.

14. The Directors may at any time after the allotment of any share but before any person has been entered in the Register of Members as the holder recognise a renunciation thereof by the allottee in favour of some other person and may accord to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Directors may think fit to impose.

CERTIFICATES

15. Every certificate for shares or debentures shall be issued under the Seal and shall specify the number and class of shares to which it relates and the amount paid up thereon. No certificate shall be issued representing shares of more than one class.

16. Every person whose name is entered as a member in the Register of Members shall be entitled without payment to receive within two months after allotment or lodgment of transfer (or within such other period as the terms of issue shall provide) one certificate for all his shares of any one class or several certificates, each for one or more of his shares of any one class. Provided that the Company shall not be bound to register more than three persons as the joint holders of any shares and in the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate therefor and delivery of a certificate to one of such persons shall be sufficient delivery to all.

17. Where a member transfers part only of the shares comprised in a Share Certificate the old Share Certificate shall be cancelled and a new Share Certificate for the balance of such shares issued in lieu without charge.

18. If a Share Certificate shall be worn out, damaged, defaced, lost, stolen or destroyed, it may be renewed on delivery up of the certificate or (if lost, stolen or destroyed) on such terms (if any) as to evidence and indemnity and the payment of out-of-pocket expenses of the Company as the Directors think fit.

CALLS ON SHARES

19. The Directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) but subject always to the terms of issue of such shares. Each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine. The non-receipt of a notice of any call by or the accidental omission to give notice of a call to any of the members concerned shall not invalidate the call.
20. A call shall be deemed to have been made at the time when the Resolution of the Directors authorising the call was passed and may be made payable by instalments.
21. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
22. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate (not exceeding 12 per cent. per annum) as the Directors determine but the Directors shall be at liberty in any case or cases to waive payment of such interest wholly or in part.
23. Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.
24. The Directors may on the issue of shares differentiate between the holders as to the amount of calls to be paid and the times of payment.
25. The Directors may if they think fit receive from any member willing to advance the same all or any part of the moneys (whether on account of the nominal value of the shares or by way of premium) uncalled and unpaid upon the shares held by him and such payment in advance of calls shall extinguish *pro tanto* the liability upon the shares in respect of which it is made and upon the money so received (until and to the extent that the same would but for such advance become payable) the Company may pay interest at such rate (not exceeding 10 per cent. per annum) as the member paying such sum and the Directors agree upon.

FORFEITURE AND LIEN

26. If a member fails to pay in full any call or instalment of a call on the day appointed for payment thereof, the Directors may at any time thereafter serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest and expenses which may have accrued.

27. The notice shall name a further day (not being less than seven days from the date of service of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance therewith the shares on which the call was made will be liable to be forfeited.

28. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a Resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Directors may accept a surrender of any share liable to be forfeited hereunder.

29. A share so forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before such forfeiture or surrender the holder thereof or entitled thereto or to any other person upon such terms and in such manner as the Directors shall think fit and at any time before a sale, re-allotment or disposition the forfeiture or surrender may be cancelled on such terms as the Directors think fit. The Directors may, if necessary, authorise some person to transfer a forfeited or surrendered share to any such other person as aforesaid.

30. A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest thereon at 10 per cent. per annum (or such lower rate as the Directors may approve) from the date of forfeiture or surrender until payment but the Directors may waive payment of such interest either wholly or in part and the Directors may enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender.

31. Whenever any law for the time being of any country, state or place imposes or purports to impose any immediate or future or possible liability upon the Company to make any payment or empowers any government or taxing authority or government official to require the Company to make any payment in respect of any shares registered in any of the Company's registers as held either jointly or solely by any member or in respect

of any dividends, bonuses or other moneys due or payable or accruing due or which may become due or payable to such member by the Company on or in respect of any shares registered as aforesaid or for or on account or in respect of any member and whether in consequence of

- (A) the death of such member;
- (B) the non-payment of any income tax or other tax by such member;
- (C) the non-payment of any estate, probate, succession, death, stamp, or other duty by the executor or administrator of such member or by or out of his estate;
- (D) any other act or thing;

the Company in every such case-

- (i) shall be fully indemnified by such member or his executor or administrator from all liability;
- (ii) shall have a lien upon all dividends and other moneys payable in respect of the shares registered in any of the Company's registers as held either jointly or solely by such member for all moneys paid or payable by the Company in respect of the same shares or in respect of any dividends or other moneys as aforesaid thereon or for or on account or in respect of such member under or in consequence of any such law together with interest at the rate of 8 per cent. per annum thereon from date of payment to date of repayment and may deduct or set off against any such dividends or other moneys payable as aforesaid any moneys paid or payable by the Company as aforesaid together with interest as aforesaid;
- (iii) may recover as a debt due from such member or his executor or administrator wherever constituted any moneys paid by the Company under or in consequence of any such law and interest thereon at the rate and for the period aforesaid in excess of any dividends or other moneys as aforesaid then due or payable by the Company;
- (iv) may if any such money is paid or payable by the Company under any such law as aforesaid refuse to register a transfer of any shares by any such member or his executor or administrator until such money and interest as aforesaid is set off or deducted as aforesaid or in any case the same exceeds the amount of any such dividends or other moneys as aforesaid then due or payable by the Company until such excess is paid to the Company;

Nothing herein contained shall prejudice or affect any right or remedy which any law may confer or purport to confer on the Company and as between the Company and

every such member as aforesaid, his executor, administrator, and estate wheresoever constituted or situate, any right or remedy which such law shall confer or purport to confer on the Company shall be enforceable by the Company.

32. The Company shall have a first and paramount lien on every share (not being a fully-paid share) for all moneys, whether presently payable or not, called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien on all shares (other than fully-paid shares) standing registered in the name of a single member for all the debts and liabilities of such member or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such member and whether the period for the payment or discharge of the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such member or his estate and any other person, whether a member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon. The Directors may resolve that any share shall for some specified period be exempt from the provisions of this Article.

33. The Company may sell in such manner as the Directors think fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled thereto by reason of his death or bankruptcy. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debts or liabilities in respect whereof the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

34. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money

(if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

35. All transfers of shares shall be effected by transfer in writing in any usual common form (or in such form as the Directors may accept) and may be under hand only.

36. The instrument of transfer of a share shall be signed by or on behalf of the transferor and (except in the case of fully-paid shares) by or on behalf of the transferee. The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register of Members in respect thereof.

37. The Directors may in their absolute discretion and without assigning any reasons therefor decline to register any transfer of any share, whether or not it is a fully-paid share. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

38. The Directors may decline to recognise any instrument of transfer unless-

(A) The instrument of transfer properly stamped is deposited at the Transfer Office accompanied by the certificate of the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do);

and

(B) The instrument of transfer is in respect of only one class of share.

All instruments of transfer which are registered may be retained by the Company.

39. The registration of transfers may be suspended at such times and for such period as the Directors may from time to time determine and either generally or in respect of any class of shares: Provided that the Register of Members shall not be closed for more than thirty days in any year.

40. Subject as hereinafter provided the Company shall be entitled to destroy all instruments of transfer of shares of the Company which shall have been registered at any time after the expiration of six years from the date of registration thereof and all share certificates and dividend mandates which have been cancelled or ceased to have effect at any time after the expiration

of three years from the date of such cancellation or cessation, and all notifications of change of name or address after the expiration of one year from the date of the recording thereof and it shall conclusively be presumed in favour of the Company that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every share certificate so destroyed was a valid and effective document duly and properly cancelled and every other document hereinbefore mentioned so destroyed was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company. Provided always that:-

- (A) The provisions aforesaid shall apply only to the destruction of a document in good faith and without notice of any claim (regardless of the parties thereto) to which the document might be relevant;
- (B) Nothing herein contained shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (A) above are not fulfilled;
- (C) Reference herein to the destruction of any document include references to the disposal thereof in any manner.

41. No fee shall be charged by the Company in respect of the registration of any probate or letters of administration or certificate of marriage or death or notice in lieu of distringas or power of attorney or other document relating to or affecting the title to any shares or for making any entry in the Register of Members affecting the title to any shares.

TRANSMISSION OF SHARES

42. In the case of the death of a shareholder the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only persons recognised by the Company as having any title to his interest in the shares, but nothing in this Article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

43. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) may subject as hereinafter provided either be registered himself as holder of the share upon giving to the Company notice in writing of such his desire or transfer such share to some other person. All the limitations, restrictions and provisions of these presents relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or

transfer as aforesaid as if the death or bankruptcy of the member had not occurred and the notice or transfer were a transfer executed by such member. If such person shall fail either to transfer the share or to elect to be registered himself as the holder thereof within sixty days of being required so to do by the Directors, he shall in the case of shares which are fully paid up be deemed to have elected to be registered himself as the holder thereof and may be registered accordingly.

44. Save as otherwise provided by or in accordance with these presents, a person becoming entitled to a share in consequence of the death or bankruptcy of a member (upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect thereof to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share.

STOCK

45. The Company may from time to time by Ordinary Resolution convert any paid-up shares into stock or recon-vert any stock into paid-up shares of any denomination.

46. The holders of stock may transfer the same or any part thereof in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred (or as near thereto as circumstances admit); but no stock shall be transferable except in such units (not being greater than the nominal amount of the shares from which stock arose) as the Directors may from time to time determine.

47. The holders of stock shall according to the amount of the stock held by them have the same rights, privileges and advantages as regards dividend, return of Capital, voting and other matters as if they held the shares from which the stock arose; but no such privilege or advantage (except as regards participation in the profits or assets of the Company) shall be conferred by an amount of stock which would not, if existing in shares, have conferred such privilege or advantage.

GENERAL MEETINGS

48. An Annual General Meeting shall be held not more than eighteen months after the incorporation of the Company and subsequently once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. All other General Meetings shall be called Extraordinary General Meetings.

49. The Directors may whenever they think fit, and shall on requisition in accordance with the provisions of the Statutes, proceed to convene an Extraordinary General Meeting.

NOTICE OF GENERAL MEETINGS

50. An Annual General Meeting and any General Meeting at which it is proposed to pass a Special Resolution or a Resolution of which special notice has been given to the Company, shall be called by twenty-one days' notice in writing at the least, and any other General Meeting by fourteen days' notice in writing at the least (exclusive in either case of the day on which it is served or deemed to be served and of the day for which it is given) given in manner hereinafter mentioned to the Auditors and to all members other than such as are not under the provisions of these presents entitled to receive such notices from the Company. Provided that a General Meeting notwithstanding that it has been called by a shorter notice than that specified above shall be deemed to have been duly called if it is so agreed-

- (A) In the case of an Annual General Meeting, by all the members entitled to attend and vote thereat; and
- (B) In the case of an Extraordinary General Meeting by a majority in number of the members having a right to attend and vote thereat, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

Provided also that the accidental omission to give notice to or the non-receipt of notice by any person entitled thereto shall not invalidate the proceedings at any General Meeting.

51. (A) Every notice calling a General Meeting shall specify the place and the day and hour of the meeting, and there shall appear with reasonable prominence in every such notice a statement that a member entitled to attend and vote is entitled to appoint a proxy or proxies to attend and vote instead of him and that a proxy need not be a member of the Company.

(B) In the case of an Annual General Meeting, the notice shall also specify the meeting as such.

(C) In the case of any General Meeting at which business other than routine business is to be transacted, the notice shall specify the general nature of such business; and if any Resolution is to be proposed as an Extraordinary Resolution or as a Special Resolution, the notice shall contain a statement to that effect.

52. Routine business shall mean and include only business transacted at an Annual General Meeting of the following classes, that is to say:-

- (A) Declaring dividends;
- (B) Considering and adopting the Balance Sheet, the reports of the Directors and Auditors, and other accounts and documents required to be annexed to the Balance Sheet;
- (C) Appointing Auditors and fixing the remuneration of the Auditors or determining the manner in which such remuneration is to be fixed;
- (D) Appointing Directors to fill vacancies arising at or immediately following the meeting.

53. The Directors shall on the requisition of members in accordance with the provisions of the Statutes, but subject as herein provided-

- (A) Give to the members entitled to receive notice of the next Annual General Meeting, notice of any Resolution which may properly be moved and is intended to be moved at that meeting;
- (B) Circulate to the members entitled to have notice of any General Meeting, any statement of not more than one thousand words with respect to the matter referred to in any proposed Resolution or the business to be dealt with at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

54. No business shall be transacted at any General Meeting unless a quorum is present throughout the meeting. Two members present in person or by proxy shall be a quorum for all purposes.

55. If within half an hour from the time appointed for a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the Directors may determine.

56. The Chairman of the Directors, failing whom the Deputy-Chairman, shall preside as Chairman at a General Meeting. If there be no such Chairman or Deputy-Chairman, or if at any meeting neither be present within five minutes after the time appointed for holding the meeting and willing to act, the Directors present shall choose one of their number (or, if no Directors be present or if all the Directors present decline to take the chair, the members present shall choose one of their number) to be Chairman of the meeting.

57. The Chairman of the meeting may with the consent of any General Meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. When a

meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at any adjourned meeting.

58. 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 of the result of the show of hands) demanded by either the Chairman of the meeting or by any member present in person or by proxy and entitled to vote. A demand for a poll may be withdrawn. Unless a poll be so demanded (and the demand be not withdrawn) a declaration by the Chairman of the meeting that a Resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded for or against such Resolution.

59. If a poll is duly demanded (and the demand be not withdrawn), it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the meeting may direct, and the result of a poll shall be deemed to be the Resolution of the meeting at which the poll was demanded. The Chairman of the meeting may (and if so directed by the meeting shall) appoint scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

60. Unless authorised by the Company in General Meeting, the Chairman of the Meeting shall not be entitled to a casting vote (in addition to any votes to which he may be entitled as a shareholder) in the case of an equality of votes.

61. A poll demanded on the election of a Chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the Chairman may direct. No notice need be given of a poll not taken immediately.

62. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded.

VOTES OF MEMBERS

63. Subject to any special rights or restrictions as to voting attached by or in accordance with these presents to any class of shares, on a show of hands every member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

64. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register of Members in respect of the joint holding.

65. Where in England or elsewhere a receiver or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder, the Directors may in their absolute discretion, upon or subject to production of such evidence of the appointment as the Directors may require, permit such receiver or other person to vote in person or by proxy on behalf of such member at any General Meeting.

66. No members shall, unless the Directors otherwise determine, be entitled to vote at a General Meeting either personally or by proxy or to exercise any privilege as a member unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

67. No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be deemed valid for all purposes. Any such objection shall be referred to the Chairman of the Meeting whose decision shall be final and conclusive.

68. On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

69. A proxy need not be a member of the Company.

70. An instrument appointing a proxy shall be in writing in the usual common form or in any other form which the Directors may accept and:-

(A) in the case of an individual shall be signed by the appointor or by his attorney; and

(B) in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or officer of the corporation.

The Directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer. The signature on such instrument need not be witnessed.

71. An instrument appointing a proxy must be left at such place or places (if any) as may be specified for that purpose in the notice convening the meeting (or, if no place is so specified, at the Transfer Office) not less than twenty-four hours before the time appointed for the holding of the meeting or adjourned meeting or for the taking of the poll at which it is to be used, and in default shall not be treated as valid. Provided that an instrument of proxy relating to more than one meeting

(including any adjournment thereof) having once been so delivered for the purposes of any meeting shall not require again to be delivered in relation to any subsequent meetings to which it relates.

72. An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll and shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

73. A vote cast by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made provided that no intimation in writing of such death, insanity or revocation shall have been received by the Company at the Transfer Office at least one hour before the commencement of the meeting or adjourned meeting or the time appointed for the taking of the poll at which the vote is cast.

74. A resolution in writing signed by all the members for the time being entitled to receive notice of and attend and vote at General Meetings (or being corporations, by their duly authorised representatives) shall for the purposes of these presents be as effective as if the same had been passed as an Ordinary Resolution at a General Meeting of the Company, duly convened and held, and may consist of several documents in the like form each signed by one or more persons, but a resolution so signed shall not be effective to do anything required by the Act to be done in General Meeting or by Special or Extraordinary Resolution.

CORPORATIONS ACTING BY REPRESENTATIVES

75. Any corporation which is a member 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 Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purposes of these presents be deemed to be present in person at any such meeting if a person so authorised is present thereat.

DIRECTORS

76. Subject as hereinafter provided the Directors shall not be less than two in number. The Company may by Ordinary Resolution from time to time vary the minimum number and/or fix and from time to time vary a maximum number of Directors.

77. A Director shall not be required to hold any shares of the Company by way of qualification. A Director who is not a member of the Company shall never-

theless be entitled to attend and speak at General Meetings.

78. The ordinary remuneration of the Directors shall from time to time be determined by Ordinary Resolution of the Company and shall (unless such resolution otherwise provides) be divisible among the Directors as they may agree or, failing agreement, equally, except that any Director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled to rank only in such division for a proportion of remuneration related to the period during which he has held office.

79. The Directors may in their discretion repay to any Director all such reasonable expenses as he may incur in attending and returning from meetings of the Directors or of any committee of the Directors or of General Meetings or otherwise in or about the business of the Company.

80. Any Director who is appointed to any executive office or who serves on any committee or who otherwise performs services which in the opinion of the Directors are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration by way of salary commission or otherwise as the Directors may determine.

81. The Directors shall have power to pay and agree to pay pensions or other retirement, superannuation, death or disability benefits to (or to any person in respect of) any Director or ex-Director who may hold or have held any executive office or any office of profit under the company or any of its subsidiary companies and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums.

82. A Director or alternate Director may contract or be interested in any contract or arrangement with the Company or any other company in which the Company may be interested and hold and be remunerated in respect of any office or place of profit (other than the office of Auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Unless otherwise agreed he may retain for his own absolute use and benefit all profits and advantages accruing to him therefrom.

83. (A) The Directors may from time to time appoint one or more of their body to be holder of any executive office, including the office of Chairman or Deputy-Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director, on such terms and for such period as they may determine.

(B) The appointment of any Director to the office of Chairman or Deputy-Chairman or Managing or Joint Managing or Deputy or Assistant Managing Director shall be subject to termination if he cease from any cause to be a Director but without prejudice to any claim for damages for breach of any contract of service between him and the Company.

(C) The appointment of any Director to any other executive office shall not be subject to termination if he cease from any cause to be a Director, unless the contract or resolution under which he holds office shall expressly state otherwise in which event the termination of his office if he cease from any cause to be a Director shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

84. The Directors may entrust to and confer upon a Director holding any executive office any of the powers exercisable by them as Directors 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 revoke, withdraw, alter or vary all or any of such powers.

APPOINTMENT AND RETIREMENT OF DIRECTORS

85. The Directors shall have power at any time and from time to time to appoint any person to be a Director either to fill a casual vacancy or as an additional Director, but so that the total number of Directors shall not at any time exceed the maximum number if any fixed by or in accordance with these presents. Any company which is for the time being a holding company of the Company may from time to time appoint any person to be a Director or remove any Director from office. Any such appointment or removal shall be in writing served on the Company and signed on behalf of the holding company by one of its Directors or its Secretary. Any such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between the Director and the Company.

86. The office of a Director shall be vacated in any of the following events, namely:-

- (A) If he shall become prohibited by law from acting as a Director.
- (B) If he shall resign by writing under his hand left at the Office or if he shall tender his resignation and the Directors shall resolve to accept the same.
- (C) If he shall have a receiving order made against him or shall compound with his creditors generally.
- (D) If in England or elsewhere an order shall be made by any court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or for the appointment of a receiver or other person (by whatever name called) to exercise powers with respect to his property or affairs.
- (E) If he shall be absent from meetings of the Directors for six months without leave and

the Directors shall resolve that his office be vacated. Provided that for the purpose aforesaid attendance by an alternate Director shall constitute attendance by his appointor.

- (F) If he shall be removed from office by notice in writing served upon him signed by all his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

ALTERNATE DIRECTORS

87. (A) To such extent and in such circumstances as the Directors may from time to time determine any Director may appoint any person approved by the Directors to be his alternate Director and may at any time terminate such appointment. Any such appointment or removal shall be effected by written notice, letter, telegram, cablegram, radiogram, telex message or other form of visible communication from the Director to the Company.

(B) The appointment of an alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases for any reason to be a Director.

(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 presents shall apply as if he (instead of his appointor) were a Director. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. To such extent as the Directors may from time to time determine in relation to any committees of the Directors the foregoing provisions of this paragraph shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member. An alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these presents.

(D) An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements and to 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 in writing to the Company from time to time direct.

PROCEEDINGS OF DIRECTORS

88. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and make provision for the giving of notices convening the same as they think fit. Questions arising at any meeting shall be determined by a majority of votes. In the case of an equality of votes the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to any Director for the time being absent from the United Kingdom.

89. The quorum necessary for the transaction of the business of the Directors shall be two or such larger number as the Directors may from time to time determine. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

90. A Director who is in any way, whether directly or indirectly, interested in a contract or a proposed contract with the Company shall declare the nature of his interest in accordance with the provisions of the Statutes.

91. A Director who is unable to attend any meeting of the Directors (and has not appointed an alternate Director) may authorise any other Director to vote for him at that meeting, and in that event the Director so authorised shall have a vote for each Director by whom he is so authorised in addition to his own vote. Any such authority must be effected by written notice, letter, telegram, cablegram, radiogram, telex message or other form of visible communication from the Director and must be produced at the meeting at which the same is to be used and be left with the Secretary for filing.

92. (A) Save as herein provided, a Director shall not vote in respect of any contract or arrangement or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

(B) A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

- (i) The giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries.

- (ii) The giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security.
- (iii) Any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof.
- (iv) Any proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in one per cent. or more of the issued shares of any class of such company or of any third company through which his interest is derived.
- (v) Any proposal concerning the adoption, modification or operation of a superannuation fund or retirement benefits scheme under which he may benefit and which has been approved by or is subject to and conditional upon approval by the Board of Inland Revenue for taxation purposes.

(C) Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more Directors to offices or employments with the Company or any company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such case each of the Directors concerned (if not debarred from voting under the proviso to paragraph (B) (iv) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

(D) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

(E) The Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

93. The continuing Directors may act notwithstanding any vacancies, but if and so long as the number of Directors is reduced below the minimum number fixed by or in accordance with these presents the continuing Directors or Director may act for the purpose of summoning General Meetings of the Company, but not for

any other purpose. If there be no Directors or Director able or willing to act, then any two members may summon a General Meeting for the purpose of appointing Directors.

94. If no Chairman or Deputy-Chairman shall have been appointed, or if at any meeting neither be present within five minutes after the time appointed for holding the same, the Directors present may choose one of their number to be Chairman of the meeting.

95. A Resolution in writing signed by all the Directors for the time being in the United Kingdom shall be as effective as a Resolution passed at a meeting of the Directors duly convened and held, and may consist of several documents, each signed by one or more of the Directors.

96. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors. Any such regulations may provide for or authorise the co-option to the committee of persons other than Directors and for such co-opted members to have voting rights as members of the committee but so that (i) the number of co-opted members shall not exceed one-half of the total number of members of the committee and (ii) no resolution of the committee shall be effective unless at least one-half of the members of the committee present at the meeting are Directors.

97. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding Article.

98. All acts done by any meeting of Directors, or of any such committee or by any person acting as a Director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of the persons acting as aforesaid, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director or member of the committee and had been entitled to vote.

BORROWING POWERS

99. Save as herein provided, the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party. The exercise of such

powers shall be restricted to such extent (if any) as the Company may by Ordinary Resolution from time to time determine but no person dealing with the Company shall be concerned to see or enquire as to whether any such restriction exists or has been observed and no debt incurred or security given in breach of any such restriction shall be invalid or ineffectual unless the lender or the recipient of the security at the time when the debt was incurred or security given expressed notice that a restriction existed or had been or would thereby be infringed.

GENERAL POWERS OF DIRECTORS

100. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not by the Statutes or by these presents required to be exercised by the Company in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by Special Resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made. The general powers given by this Article shall not be limited or restricted by any special authority or power given to the Directors by any other Article.

101. The Directors may from time to time establish any Local Boards or Agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such Local Boards, or any Managers or Agents, and may fix their remuneration, and may delegate to any Local Board, Manager or Agent any of the powers, authorities and discretions vested in the Directors, with power to sub-delegate, and may authorise the members of any Local Boards, or any of them, to fill any vacancies therein, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Directors may think fit, and the Directors may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected thereby.

102. The Directors may from time to time appoint any person to an office or employment having a designation or title including the word "Director" or attach to any existing office or employment with the Company such designation or title. The inclusion of the word "Director" in the designation or title of any office or employment with the Company (other than the office of managing, joint-managing, deputy or assistant managing Director) shall not imply that the holder thereof is a Director of the Company, nor shall the holder be empowered in any respect to act as a Director of the Company or be deemed to be a Director for any other purposes of these presents.

103. The Directors may from time to time by power of attorney under the Seal appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the Attorney or Attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these presents) and for such period and subject to such conditions as they may think fit, and any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such Attorney as the Directors may think fit, and may also authorise any such Attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

104. The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

105. To the extent authorised by but subject to the provisions of the Statutes the Company may cause to be kept in any territory a branch register or registers of members resident in such territory. The Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit respecting the keeping of any such register.

106. All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time by Resolution determine.

107. Except to the extent permitted by the Statutes, no part of the funds of the Company shall be employed in the subscription for or purchase of or loans upon the security of shares in the Company or in any company which is its holding company nor shall the Company directly or indirectly give any financial assistance for the purpose of or in connection with a subscription for or purchase of such shares or make any loan to any of the Directors or to any director of any company which is its holding company or enter into any guarantee or provide any security in connection with any such loan.

SECRETARY

108. 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, but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed Joint Secretaries. The Directors may also subject to the provisions of the Statutes appoint from time to time on such terms as they may think fit one or more Assistant Secretaries.

THE SEAL

109. The Directors shall provide for the safe custody of the Seal, which shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by a second Director or by the Secretary save that as regards any certificate for shares or debentures or other securities of the Company the Directors may by Resolution determine that such signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature.

AUTHENTICATION OF DOCUMENTS

110. Any Director or the Secretary or any person appointed by the Directors for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any Resolutions passed by the Company or the Directors, and any books, records, documents and accounts relating to the business of the Company, and to certify copies thereof or extracts therefrom as true copies or extracts; and where any books, records, documents or accounts are elsewhere than at the Office the local manager or other officer of the Company having the custody thereof shall be deemed to be a person appointed by the Directors as aforesaid. A document purporting to be a copy of a Resolution of the Directors or an extract from the minutes of a meeting of the Directors which is certified as such in accordance with the aforesaid provisions shall be conclusive evidence in favour of all persons dealing with the Company upon the faith thereof that such Resolution has been duly passed or, as the case may be, that such extract is a true and accurate record of a duly constituted meeting of the Directors.

DIVIDENDS

111. The Company may by Ordinary Resolution declare dividends but no such dividend shall be payable except out of the profits of the Company, or in excess of the amount recommended by the Directors.

112. Unless and to the extent that the rights attached to any shares or the terms of issue thereof otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid *pro rata* according to the amounts paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no amount paid on a share in advance of calls shall be treated as paid on the share.

113. If and so far as in the opinion of the Directors the profits of the Company justify such payments, the

Directors may pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment thereof and may also from time to time declare and pay interim dividends on shares of any class of such amounts and on such dates and in respect of such periods as they think fit.

114. Subject to the provisions of the Statutes, where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the Directors in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the Directors be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

115. No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company.

116. The Directors may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or engagements in respect of which the lien exists.

117. The Directors may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

118. The payment by the Directors of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect thereof. Any dividend declared after the date of the adoption of these presents and unclaimed after a period of twelve years from the date of declaration of such dividend shall be forfeited and shall revert to the Company.

119. The Company may upon the recommendation of the Directors by Ordinary Resolution direct payment of a dividend in whole or in part by the distribution of specific assets and in particular of paid-up shares or debentures of any other company or in any one or more of such ways: and the Directors shall give effect to such Resolution, and where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payment shall be made to any members upon the footing of the value so fixed in order to adjust the rights of all parties and may vest any such specific assets in trustees as may seem expedient to the Directors.

120. Any dividend or other moneys payable in cash on or in respect of a share may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled thereto, or, if two or more persons are registered as joint holders of the share or are entitled thereto in consequence of the death or bankruptcy of the holder, to any one of such persons or to such person and such address as such person or persons may by writing direct. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death or bankruptcy of the holder may direct and payment of the cheque or warrant by the banker upon whom it is drawn shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the person entitled to the money represented thereby.

121. If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death or bankruptcy of the holder, any one of them may give effectual receipts for any dividend or other moneys payable or property distributable on or in respect of the share.

122. Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in General Meeting or a resolution of the Directors, may specify that such dividend shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and in such event such dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights *inter se* in respect of such dividend of transferors and transferees of any such shares. The provisions of this Article shall *mutatis mutandis* apply to capitalisations to be effected in pursuance of Article 124.

RESERVES

123. The Directors may from time to time set aside out of profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Directors, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Directors may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Directors may also without placing the same to reserve carry forward any profits.

CAPITALISATION OF PROFITS AND RESERVES

124. The Directors may capitalise any sum standing to the credit of any of the Company's reserve accounts (including Share Premium Account and Capital Redemption Reserve Fund) or any sum standing to the credit of profit and loss account by appropriating such sum to the holders of Ordinary Shares in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend on the Ordinary Shares and applying such sum on their behalf in paying up in full unissued Ordinary Shares (or, with the approval of an Ordinary Resolution of the Company and subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them in the proportion aforesaid. The Directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlements accrue to the Company rather than to the members concerned). The Directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding to all concerned.

MINUTES AND BOOKS

125. The Directors shall cause Minutes to be made of all Resolutions and proceedings at all meetings of the Company and of any class of members of the Company and of the Directors and committees appointed by the Directors in accordance with these presents.

126. Any register, index, minute book, book of account or other book required by these presents or the Statutes to be kept by or on behalf of the Company may be kept either by making entries in bound books or by recording them in any other manner. In any case in which bound books are not used, the Directors shall take adequate precautions for guarding against falsification and for facilitating its discovery.

ACCOUNTS

127. The books of account shall be kept at the Office, or at such other place within Great Britain as the Directors think fit, and shall always be open to inspection of the Directors. No member (other than a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or authorised by the Directors.

128. The Directors shall from time to time in accordance with the provisions of the Statutes cause to be prepared and to be laid before a General Meeting of the Company such Profit and Loss Accounts, Balance Sheets, Group Accounts (if any) and reports as may be necessary.

129. A copy of every Balance Sheet and Profit and Loss Account which is to be laid before a General Meeting of the Company (including every document required by law to be annexed thereto) together with a copy of every report of the Auditors relating thereto and of the Directors' report shall not less than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notices from the Company under the provisions of the Statutes or of these presents provided that this Article shall not require a copy of these documents to be sent to any person of whose address the Company is not aware or to more than one of joint holders, but any member to whom a copy of these documents has not been sent shall be entitled to receive a copy free of charge on application at the office.

AUDITORS

130. Subject to the provisions of the Statutes, all acts done by any person acting as an Auditor shall, as regards all persons dealing in good faith with the Company, be valid, notwithstanding that there was some defect in his appointment or that he was at the time of his appointment not qualified for appointment.

131. The Auditor shall be entitled to attend any General Meeting and to receive all notices of and other communications relating to any General Meeting which any member is entitled to receive, and to be heard at any General Meeting on any part of the business of the meeting which concerns him as Auditor.

NOTICES

132. Any notice or document may be served by the Company on any member either personally or by sending it through the post in a prepaid letter addressed to such member at his registered address, or (if he has no registered address within the United Kingdom) to the address, if any, within the United Kingdom supplied by him to the Company as his address for the service of notices. Where a notice or other document is served by post, service shall be deemed to be effective at the expiration of twenty-four hours (or where second-class mail is employed, forty-eight hours) after the time when the cover containing the same is posted and in proving such service it shall be sufficient to prove that such cover was properly addressed, stamped and posted.

133. In respect of joint holdings all notices shall be given to that one of the joint holders whose name

stands first in the Register of Members, and notice so given shall be sufficient notice to all the joint holders.

134. A person entitled to a share in consequence of the death or bankruptcy of a member upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices, shall be entitled to have served upon him at such address any notice or document to which the member but for his death or bankruptcy would be entitled, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents shall, notwithstanding that such member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy be deemed to have duly served in respect of any share registered in the name of such member as sole or joint holder.

135. A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Company.

WINDING UP

136. If the Company shall be wound up (whether the liquidation is voluntary, under supervision or by the Court) the Liquidator may, with the authority of an Extraordinary Resolution, divide among the members *in specie* or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such divisions shall be carried out as between the members or different classes of members. The Liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

INDEMNITY

137. Subject to the provisions of and so far as may be permitted by the Statutes, every Director, alternate Director, Auditor, Secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

PRIVATE COMPANY

138. The Company is a Private Company, and accordingly:-
- (A) The right to transfer shares in the Company shall be restricted in the manner provided by these presents.
 - (B) The number of members of the Company (not including persons who are in the employment of the Company and persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of that employment to be members of the Company) is limited to fifty: Provided that where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this paragraph be treated as a single member.
 - (C) No invitation shall be made to the public to subscribe for any shares or debentures of the Company.

59

The Companies Acts 1948 to 1981

Company Limited by Shares

SPECIAL RESOLUTION

of


AJAX ARCHITECTURAL GROUP LIMITED

Passed 21st January 1983

At the 1983 ANNUAL GENERAL MEETING of the above named Company, duly convened and held at Cleveland House, 19 St. James's Square, London S.W.1 on 21st January 1983 the following SPECIAL RESOLUTION was passed:

SPECIAL RESOLUTION

"That in accordance with the provisions of section 12 (sub-section 2) of the Companies Act 1981 the Company being a dormant Company with the necessary of the said section, section 14 of the Companies Act 1976 shall not apply and accordingly no auditors shall be appointed".


D.R.W. Tyler
Chairman of the Meeting



Certified true copy



Secretary of Rallip Services
Limited - Secretary

No 778004

The Companies Acts 1985 and 1989
Company Limited by Shares

ELECTIVE RESOLUTION

of

AJAX ARCHITECTURAL GROUP LIMITED

Passed 5th September 1990

At an Extraordinary General Meeting of the Company, duly convened and held at Cleveland House, 19 St James's Square, London SW1Y 4JG on 5th September 1990 the following ELECTIVE RESOLUTION was duly passed:

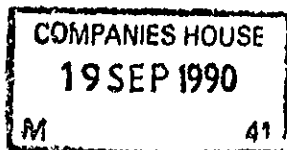
RESOLUTION

THAT the Company, being a private company, hereby dispenses with:-

- (a) the laying of accounts and reports before the Company in general meeting, pursuant to Section 252 of the Companies Act 1985 ("the 1985 Act") as inserted by Section 16 of the Companies Act 1989 ("the 1989 Act")
- (b) the holding of annual general meetings, pursuant to Section 366A of the 1985 Act as inserted by Section 115(2) of the 1989 Act

I.C. Mitchell

Chairman of the Meeting



No. 778004

THE COMPANIES ACT 1948
and
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES



RESOLUTIONS
of
AJAX ARCHITECTURAL GROUP LIMITED

Passed 13 August 1991

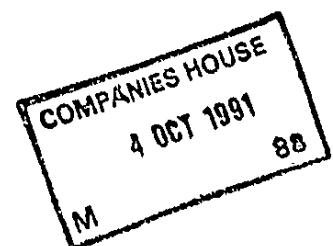
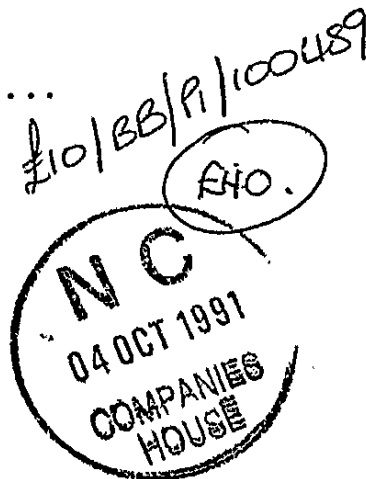
At an Extraordinary General Meeting of the above-named Company, duly convened and held on 13th August 1991, the following Resolutions were duly passed as Special Resolutions:-

SPECIAL RESOLUTION

1. THAT the name of the Company be changed to "Ajax Electrical Limited".

.....*Michael J. Dunsell*.....

Chairman of the Meeting



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 778004

I hereby certify that

AJAX ARCHITECTURAL GROUP LIMITED

having by special resolution changed its name,
is now incorporated under the name of

AJAX ELECTRICAL LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 22 NOVEMBER 1991

P. Bevan
P. BEVAN

an authorised officer

G

COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block letteringTo the Registrar of Companies
(Address overleaf)

For official use

Company number

--	--	--	--

778004

Name of company

* ATAX ELECTRICAL LTD

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 13th August 1991 the nominal capital of the company has been
increased by £ 4999900 beyond the registered capital of £ 100.

‡ the copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.‡

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

Please tick here if
continued overleaf

--

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation‡

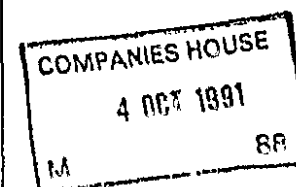
Secretary

Date

28/9/91

Presenter's name address and
reference (if any):For official Use
General Section

Post room



No. 778004

THE COMPANIES ACT 1948
and
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS
of
AJAX ARCHITECTURAL GROUP LIMITED

Passed 13 August 1991

At an Extraordinary General Meeting of the above-named Company, duly convened and held on 13th August 1991, the following Resolutions was duly passed as an Ordinary Resolution:-

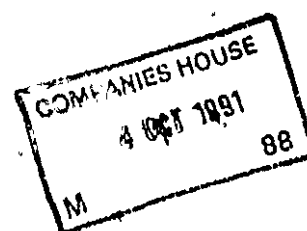
ORDINARY RESOLUTION

1. THAT the authorised share capital of the Company be increased from £100 to £5,000,000 by the creation of 4,999,900 additional Shares of £1 each.

.....Michael J. Dowsett.....

Chairman of the Meeting

T:\WP\IAM\AGRTS\8941-M56.JD



THE COMPANIES ACT 1948
and
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS
of
AJAX ARCHITECTURAL GROUP LIMITED

Passed 13 August 1991

At an Extraordinary General Meeting of the above-named Company, duly convened and held on 13th August 1991, the following Resolutions were duly passed as Special Resolutions:-

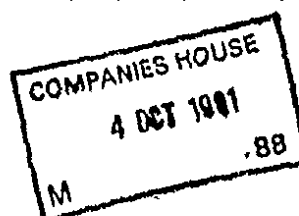
SPECIAL RESOLUTIONS

1. THAT the provisions of the Memorandum of Association of the Company with respect to its objects be altered by substitution therefor of the document submitted to the Meeting marked "A" and for the purpose of identification signed by the Chairman thereof.
2. THAT the regulations contained in the printed document submitted to the Meeting marked "B" and for the purpose of identification signed by the Chairman thereof be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association thereof.

.....Michael J. Donsell.....

Chairman of the Meeting

T:\WP\IAM\AGRTS\8941-SR2.SC



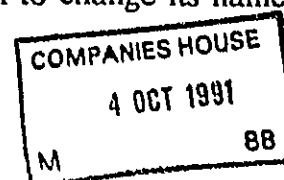
No. 778004

THE COMPANIES ACTS 1948 TO 1967
THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
 OF
AJAX ELECTRICAL LIMITED¹

1. The Company's name is Southern Metal Construction Co. (London) Limited.²
2. The Company's registered office is to be situated in England.
3. The Company's objects are: -
 - (A) (i) To buy, sell, manufacture, repair, alter and otherwise deal in electronic and electrical components, circuitry, appliances, apparatus and equipment of every description and all plant, machinery, fittings, furnishings, tools, materials, products and things of all kinds relating thereto.
 - (ii) To carry on all or any of the businesses of electronic, electrical, mechanical, general engineers and manufacturers, designers, installers, maintainers, repairers of, agents and distributors for and dealers and merchants in engineering specialities of every description.
 - (iii) To carry out research, investigation and experimental work of every description in relation to electronics and the application and use of electricity.

¹ The Company changed its name on 3rd July 1969 to Ajax Architectural Group Limited.

² On 13th August 1991, the Company passed a resolution to change its name to Limited



- (B) To carry on any other business or activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done in connection with the above, or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's business, property or rights.
- (C) To purchase or otherwise acquire any patents, brevets d'invention, concessions, licences, inventions, rights or privileges in any part of the world for any invention, mechanism or process, secret or otherwise, and to disclaim, alter or modify such patent rights or protection, and also to acquire, use and register trade marks, trade names, registered or other designs, rights or copyright or other rights or privileges in relation to any business for the time being carried on by the Company.
- (D) To borrow and raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as may be thought fit and in particular by mortgages of or charges upon all or any part of the undertaking, property and assets (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description and whether with or without the Company receiving any consideration to guarantee, support or secure whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by trust deed or by other assurance or by any of such methods and whether severally or jointly with any other person, firm or company the performance of the obligations and the payment of the capital or principal of and dividends or interest and premiums on any securities undertaken or issued by any person, firm or company including (but without prejudice to the generality of the foregoing) any company which is for the time being the Company's holding company (within the meaning of Section 736 of the Companies Act 1985), or another subsidiary (within the meaning of the said Section) of the Company's holding company or otherwise associated with the Company in business.
- (E) To draw, make, accept, endorse, discount, negotiate, execute, and issue, and to buy, sell and deal with bills of exchange, promissory notes and other negotiable or transferable instruments.
- (F) To lend money to and guarantee or give security for the performance of the contracts or obligations of any company, firm or person, and the payment and re-payment of the capital and principal of, and dividends, interest or premiums payable on, any stock, shares and securities of any company, whether having objects similar to those of the Company or not, and to give all kinds of indemnities.
- (G) To subscribe for, underwrite, purchase or otherwise acquire shares, stock, debentures, debenture stock, bonds, obligations or other securities or investments of any kind whatsoever and wheresoever created or issued,

and to hold the same with a view to investment, or to sell, exchange or otherwise dispose of the same.

- (H) To invest any moneys of the Company not immediately required for the purposes of the business of the Company in such investments and in such manner as may from time to time be determined, and to hold, sell or otherwise deal with such investments.
- (I) To acquire for any estate or interest and take options over, manage and develop any property, real or personal, or any rights of any kind including shares and other interests in any company and to construct, erect and maintain any buildings, works, offices, erections, plant, machinery, tools or equipment whatsoever.
- (J) To pay for any property or rights acquired by the Company either in cash or fully or partly paid-up shares with or without preferred or deferred rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another and generally on such terms as the Company may determine.
- (K) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (L) To enter into partnerships or into any arrangement for sharing profits, to amalgamate with and to co-operate in any way with or assist or subsidise any company, firm or person, and to purchase or otherwise acquire and undertake all or any part of the business, property and liabilities of any person, body or company carrying on any business which this Company is authorised to carry on or possessed of any property suitable for the purposes of the Company.
- (M) To sell, lease, grant licences, easements and other rights over, and in any other manner deal with or dispose of the undertaking, property, assets, rights and effects of the Company or any part thereof for such consideration as may be thought fit, and in particular for stocks, shares or securities of any other company whether fully or partly paid up.
- (N) To form, promote, subsidise and assist companies, syndicates or other bodies of all kinds.
- (O) To procure the registration, recognition or incorporation of the Company in or under the laws of any place outside England and to make any investments or deposits and to comply with any conditions necessary or

expedient in order to enable the Company to carry on business in any country, state or place abroad and to establish or guarantee local companies or branch offices, constituted or regulated under or by local laws for the purpose of carrying on any business or activity within the objects of the Company.

- (P) To subscribe or guarantee money for any national, charitable, benevolent, public, commercial, industrial, trading, general or useful object or for any exhibition or for any purpose which may be considered likely directly or indirectly to further the objects of the Company or the interests of its members.
- (Q) To obtain any provisional or other order or Act of Parliament of this country or of the legislature of any other State for enabling the Company to carry any of its objects into effect, or for effecting any modifications of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceeding or application which may seem calculated, directly or indirectly, to prejudice the Company's interests.
- (R) To appoint any person or persons, firm or firms, company or companies to be the attorney or agent of the Company and to act as agents, managers, secretaries, contractors or in similar capacity.
- (S) To grant indemnities of every description and to undertake obligations of every description.
- (T) To insure the life of any person who may, in the opinion of the Company, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- (U) To grant pensions or gratuities to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business, or the relations, connections or dependants of any such persons, and to establish or support schemes, associations, institutions, clubs, funds and trusts which may be considered calculated to benefit any such persons (with or without others) or otherwise advance the interests of the Company or of its members, and to establish, participate in and contribute to any scheme for the purchase by trustees of shares in the Company or any other company to be held for the benefit of the Company's employees, and to lend money to the Company's employees to enable them to purchase shares of the Company or any other company and to formulate and carry into effect any scheme for sharing the profits of the Company with its employees or any of them.
- (V) To distribute any of the property of the Company among its members in specie or kind.
- (W) To do all or any of the things and matters aforesaid in any part of the world, and either as principals, agents, contractors, trustees or otherwise,

and by or through trustees, agents or otherwise, and either alone or in conjunction with others.

- (X) To do all such other things as may be considered to be incidental or conducive to the above objects or any of them.

It is hereby declared that the word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of person, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and whether now existing or hereafter to be formed and it is also hereby declared that the objects of the Company as specified in each of the foregoing paragraphs of this clause (except only if and so far as otherwise expressly provided in any paragraph) shall be separate and distinct objects of the Company and shall not be in anywise limited by reference to any other paragraph or the order in which the same occur or the name of the Company.

4. The liability of the members is limited.
5. The share capital of the Company is £100 divided into 100 shares of £1 each.³

We, the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

³ On 13th August 1991 the Company by an ordinary resolution increased its share capital to £5,000,000 by the creation of 4,999,900 shares of £1 each.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	Number of Shares taken by each Subscriber
<p>REGINALD C. de M. BLUM,</p> <p>6 Old Jewry, London E.C.2</p> <p>SOLICITOR</p>	<p>One</p>
<p>EILEEN LOUISE GRIFFITHS,</p> <p>75 Northumberland Avenue, Hornchurch, Essex.</p> <p>SHORTHAND/TYPIST</p>	<p>One</p>

DATED this 7th day of October, 1963.

WITNESS to the above Signatures: -

ROSE M. MEDLOCK,

84 Charterhouse Road,
Orpington,
Kent.

SECRETARY

T:\wp\IAM\agris\8738-m35.mb

No. 778004

THE COMPANIES ACTS 1948 TO 1967

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

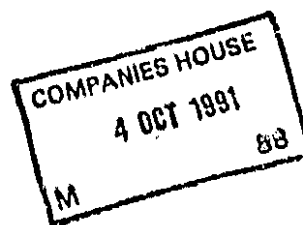
OF

AJAX ELECTRICAL LIMITED

Adopted by Special Resolution
passed on 13th August 1991

Preliminary

1. Subject as hereinafter provided, the regulations contained or incorporated in 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 shall apply to the Company. References herein to Table A are to the said Table A.



2. These Articles and the regulations incorporated herein shall take effect subject to the requirements of the Act and of every other Act for the time being in force affecting the Company (hereinafter together referred to as "the Statutes").
3. In these Articles, where the context so permits, words importing the singular number only shall include the plural number, and vice versa, words importing the masculine gender only shall include the feminine gender, words importing persons shall include corporations and the expression "paid up" shall include credited as paid up.

Share Capital

4. The share capital of the Company as at the date of adoption of these Articles is £5,000,000 divided into 5,000,000 Ordinary Shares of £1 each.
- 5.1 Unless otherwise determined by Special Resolution of the Company: -
 - (a) Any equity securities (as defined in Section 94 of the Act) hereafter to be issued shall before issue be offered for subscription in the first instance to such persons as at the date of the offer are registered as the respective holders of the Ordinary Shares in the capital of the Company and shall be allotted (in the case of competition) to the applicants in proportion (as nearly as may be and without allotting to any applicant a greater number of shares than applied for) to the number of Ordinary Shares then held by them respectively.
 - (b) Any such offer as aforesaid shall be made by notice in writing specifying the number or amount of equity securities being offered, the price at which the same are offered ("the offer price") and any other terms of the offer and shall remain open for such period (being not less than 21 days) as shall be specified in such notice. Any such offer not accepted within the period specified will be deemed to be declined.
 - (c) Subject as aforesaid, the Directors may at any time up to three months after the expiration of such offer dispose of any equity securities not taken up pursuant thereto at such price (not being less than the offer price), on such terms (not being less favourable to the Company than the terms of the relevant offer specified in paragraph (b) above) and in such manner and to such persons as the Directors may think fit.
- 5.2 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, at any time, or times during the period of five years from the date of the adoption of these Articles, to allot, or to grant any right to subscribe for or to convert any security into, all or any of the unissued shares in the authorised share capital of the Company at such date.

- 5.3 At the expiry of such period of five years, the authority contained in Article 5.2 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 shares to be allotted, or rights to subscribe for or to convert any security into shares to be granted, after the expiry of such authority and shall allow the Directors to allot shares and grant rights pursuant to any such offer or agreement as if such authority had not expired.
- 5.4 Section 89(1) of the Act (which regulates the power to allot equity securities, as defined in Section 94 of the Act) is excluded.

Lien on Shares

6. In Regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be deemed to be deleted.

7. Transfer of Shares

- 7.1 Shares may be transferred by a corporate member to its holding company or to any company which is a subsidiary of such holding company or to any subsidiary of such member provided that:
- (a) such corporate shareholder gives 30 days written notice of such proposed transfer to all the other members and the proposed transferee is a company incorporated in England and Wales or Scotland and is resident in such countries for tax purposes ; and
 - (b) in the event of any such transferee ceasing to be a subsidiary of the original member or of the holding company of such original member it shall be deemed to have served a Transfer Notice (as hereinafter defined) in respect of such shares and the Fair Value (as hereinafter defined) shall be ascertained pursuant to Article 7.7 and the provisions of paragraphs 7.2 to 7.10 of this Article shall apply to the shares and such Transfer Notice shall be deemed to have been received by the Company on the date on which the Directors shall receive actual notice of such change in the relationship between the said companies and the Directors shall be obliged to give notice pursuant to paragraph 7.3 of this Article forthwith after the Fair Value shall have been ascertained.
- 7.2 Except for a transfer made pursuant to Article 7.1 any person proposing to transfer any share or the beneficial interest in any Share (hereinafter called "the proposing transferor") shall give notice in writing (hereinafter called "the Transfer Notice") to the Board and to the other members that he proposes to transfer the same that the proposing transferor shall have reached an agreement or an arrangement with a third party for the sale of such Shares to such third party, the proposing transferor shall state in the Transfer Notice the name of such third party and the price per Share at which such Shares are to be sold to such third

party. The Transfer Notice shall constitute the Board his agent for the sale of the Share(s) therein mentioned at the Fair Value (as hereinafter defined in Article 7.7) to any Member in accordance with these Articles. Save as hereafter provided, a Transfer Notice once given or deemed to be given shall not be revocable. Shares of different classes shall not be included in the same Transfer Notice.

- 7.3 All Shares comprised in any Transfer Notice shall, within 14 days after the Transfer Notice is received by the Board or is deemed to have been given or, if later, within seven days after the Fair Value shall have been determined as hereinafter provided, be offered by the Board in writing to each holder of Shares of the same class for purchase at the Fair Value inviting him to state in writing within 28 days from the date of the said offer whether he is willing to purchase all of the Shares. At the expiration of the said period the Board shall allocate the Share(s) comprised in the Transfer Notice to the holder or holders who shall have notified their willingness to purchase as aforesaid and in the event of more than one Member holding Shares of the relevant class wishing to purchase the Shares the subject of the Transfer Notice in proportion (as nearly as may be and without increasing the number sold to any Member beyond the number applied for by him) to the nominal value of their existing holdings of the relevant class of Shares.
- 7.4 The Board within seven days of the completion of the offering procedure referred to in Articles 7.3 shall give notice in writing to the proposing transferor of the Shares concerned which a holder or holders of Shares of the Company (hereinafter called "a purchaser" or "purchasers") is or are willing to purchase. Every such notice shall state the name and address of such purchaser and the Shares agreed to be purchased by him. If the Board shall pursuant to the foregoing provisions of this Article 7 have found purchasers willing to purchase all the Shares concerned the proposing transferor shall be bound on receipt of the Fair Value to transfer all the Shares to the respective purchasers thereof. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the Board when, against payment of the price and delivery to the Company of a duly stamped transfer, the purchaser(s) shall be registered as the holder of the relevant Shares in the register of members of the Company and share certificate(s) in the name(s) of such purchaser(s) and in respect of the relevant shares shall be delivered to the purchaser(s).
- 7.5 If in any case a proposing transferor, after having become bound to transfer any Shares to a purchaser, shall fail or refuse to do so, the Board shall authorise some person to execute any necessary transfers in favour of the purchaser or purchasers and shall receive the purchase money and delivery of a duly stamped transfer and shall thereupon cause the name of the purchaser to be entered into the Register of Members as the holder of the relevant Shares and hold the purchase money in trust for the proposing transferor but shall not be bound to earn or pay interest thereon. The receipt of the Company 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 the name of the purchaser 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. The Company shall not pay the purchase money to the proposing transferor until he shall have delivered all duly executed transfers and certificates as required by Article 7.4

- 7.6 The expression "the Fair Value" shall, in default of agreement between the Board and the proposed transferor, mean in respect of each Share the subject of the Transfer Notice the lower of:
- (a) the price per Share (if any) specified in the Transfer Notice in accordance with the foregoing provisions; and
 - (b) such sum per Share as shall be determined by the Auditors (whose determination shall be final and binding on the members in the absence of manifest error) who shall state in writing what is in their opinion the fair selling value of each Share of the relevant class in the Company on the basis of the sale of the whole of the issued share capital of the Company on the open market as between a willing vendor and a willing purchaser and for this purpose the Auditors shall be given by the Board and shall take account of all information which a prudent prospective purchaser of the whole of the issued share capital of the Company might reasonably require if he were proposing to purchase it from a willing vendor by private treaty and at arm's length, together with such information as any shareholder may wish to provide to them, and such other information as they may reasonably require.
- 7.7 In the event that the members do not offer to purchase all the Shares which are the subject of a Transfer Notice, the proposing transferor shall be at liberty to transfer all the Shares which are comprised in the relevant Transfer Notice to any person on a bona fide sale at a price not being less than the Fair Value, Provided that the Board shall require to be satisfied that the proposed transfer represents a bona fide sale for a consideration at not less than the Fair Value without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied they shall refuse to register the instrument of transfer concerned and such transfer is provided to the Board for registration within 3 months of determination of the Fair Value failing which should the proposing transferor still wish to transfer the shares to a third party, it must repeat the procedures contained in this Article 7.
- 7.8 Where the Board shall have found a purchaser or purchasers and through no default of the proposing transferor any purchase is not duly completed, the Board shall forthwith notify the purchaser or all of the purchasers (as the case may be) and if within seven days of such notice being given the purchaser or purchasers between them shall not have duly completed the purchase of the Shares in respect of which there has been default in completion, the proposing transferor shall be deemed to have served a Transfer Notice in respect of such Shares and the procedure contained in this Article shall be repeated in respect of them save that the period of 28 days referred to in Article 7.3 shall be reduced to 21 days.

- 7.9 The Board shall not be entitled to decline to register the transfer of any Shares made pursuant to the foregoing provisions of this Article.

General Meetings

8. 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. Regulation 46 of Table A shall be deemed to be modified accordingly. An instrument appointing a proxy may be in any usual or common form or in any other form which the Directors may approve.
9. No business shall be transacted at any General Meeting unless the requisite quorum is present at the commencement of the business and when such business is voted upon. Two members personally present (holding between them more than 75 per cent of the issued Ordinary Shares of the Company) shall be a quorum for all purposes. A corporation being a member shall be deemed to be personally present if represented in accordance with the provision of section 375 of the Act. Regulation 39 of Table A is hereby excluded.
- 10.1 If within one hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of the members, shall be dissolved. In any other case, it shall stand adjourned to the same day in the next week or if that day is a holiday, to the next working day), at the same time and place as the original meeting, or to such other day, and at such other time and place as the Directors may determine and the provisions of Article 11 as to notices and as to business to be transacted shall apply.
- 10.2 If at an adjourned meeting a quorum is not present within one hour from the time fixed for holding the meeting, any member who is present in person or by proxy and entitled to vote shall be a quorum and may transact the business for which the meeting was called.
- 11.1 With the consent of any meeting at which a quorum is present the chairman thereof may (and shall if so directed by the meeting) adjourn the same from time to time and from place to place.
- 11.2 Whenever a meeting is adjourned, notice of the adjourned meeting shall be given in the same manner as of an original meeting.
- 11.3 No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
12. The Chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.
13. A resolution in writing signed or approved by letter, telex, facsimile transmission or cable by all the members of the Company who would be entitled to vote upon it if it had been proposed at a general meeting or at a meeting of any class of

members of the Company or their duly appointed attorneys, 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. Any such resolution may consist of several documents in like form each signed by one or more of the members or their attorneys (or, in the case of a member which is a body corporate by a Director thereof or by a duly authorised representative). Regulation 53 of Table A shall not apply.

Votes of Members

14. Any proxy appointed by a member of the Company in accordance with Section 372 of the Act shall be entitled to vote on a show of hands as well as on a poll, provided that no person present shall be entitled to more than one vote on a show of hands save as provided in Regulation 50 of Table A. Regulation 54 of Table A shall be deemed to be modified accordingly.

Directors

- 15.1 The Directors shall be five in number. The quorum for a meeting of the Directors shall be three Directors present throughout the meeting. Regulation 89 of Table A shall not apply.
- 15.2 (a) If within one hour from the time appointed for the holding of a Board Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week (or if that day is a holiday, to the next working day), at the same time and place as the original meeting, or to such other day, and at such other time and place as the Directors may determine and the provisions of Article 15.3 as to notices and as to business to be transacted shall apply.
- (b) If at an adjourned Board meeting a quorum is not present within one hour from the time fixed for holding the meeting, any two Directors who are present in person or by proxy and entitled to vote shall be a quorum and may transact the business for which the meeting was called.
- 15.3 (a) With the consent of any Board meeting at which a quorum is present the chairman thereof may (and shall if so directed by the meeting) adjourn the same from time to time and from place to place.
- (b) Whenever a meeting is adjourned, notice of the adjourned meeting shall be given in the same manner as of an original meeting.
- (c) No business shall be transacted at any adjourned meeting other than the business which might have been transacted at the meeting from which the adjournment took place.
- 15.4 Every shareholder shall be entitled to appoint a Director for every 24 per cent of the issued Shares of the Company which such shareholder holds.

- 15.5 Every holder of 24 per cent of the issued Shares may at any time and from time to time by a memorandum (a corporation which is a holder acting by resolution of its directors evidenced by the signatures of any two of its directors or of one of its directors and its secretary) appoint one person to be a Director and may in like manner remove any Director appointed by itself and appoint another in his place. Any such appointment or removal shall take effect at and from the time when the memorandum is lodged at the registered office of the Company or produced to a meeting of the Directors.
- 15.6 The holder of the majority of the issued Shares shall be entitled to appoint an additional Director and the provisions of Article 15.3 hereof shall apply to such appointment mutatis mutandis.
- 15.7 In the event of a Resolution being proposed at any General meeting of the Company for the removal from office of any Director, any shares held by the shareholder who appointed that Director shall on a poll in respect of such Resolution carry the right to three votes per share and Regulation 54 of Table A shall be construed accordingly.
- 15.8 The Directors shall not be subject to retirement by rotation and Regulations 73 to 80 (inclusive) and the last sentence of Regulation 84 of Table A shall not apply.
- 15.9 The Chairman of the Board shall be a Director and shall be appointed by the holder of the majority of the issued Shares and shall not have a casting vote.

Alternate Directors

16. Any person appointed as an alternate Director shall vacate his office as an alternate Director: -
- (a) if and when the Director by whom he has been appointed vacates office as a Director;
 - (b) if the Director by whom he has been appointed removes him by written notice to the Company; or
 - (c) in the event of any circumstances which, if he were a Director, would cause him to vacate his office as such.

Regulation 67 of Table A shall not apply.

Powers of Directors

- 17.1 The powers of the Directors mentioned in Regulation 87 of Table A shall be exercisable as if the word "executive" (which appears before the word "office") were deleted.

- 17.2 Without prejudice to any other of their powers, the Directors may exercise any of the powers conferred by Section 719 of the Act to make, for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, provision in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary, notwithstanding that the exercise of any of such powers may not be in the best interests of the Company.

Proceedings of Directors

18. A Director who is in any way directly or indirectly interested in any contract, transaction or arrangement or proposed contract, transaction or arrangement with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the Act. Subject to such disclosure, a Director may vote as a Director on any resolution concerning any matter in which he has, directly or indirectly, an interest or duty and, if he shall so vote, his vote shall be counted and he shall be reckoned in estimating a quorum when any such resolution or matter is under consideration; and Regulations 94 to 96 of Table A shall not apply.
19. Notices of meetings of the Directors shall be given to all Directors and to any alternate Directors appointed by them. Regulations 66 and 88 of Table A shall be deemed to be amended accordingly.
20. Regulation 93 of Table A (written resolutions of Directors) shall apply as if the word "signed" included "approved by letter, telex, facsimile transmission or cable".

Seal

21. The Directors shall provide for the safe custody of the Seal and of any official Seal for use abroad pursuant to the Statutes, and such Seals shall only be used by the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf, and every instrument to which the Seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Directors for the purpose. Regulation 101 of Table A shall not apply.

Notices

22. Regulation 112 of Table A shall apply as if the last sentence thereof were deleted and Regulation 116 shall apply as if the words "within the United Kingdom" did not appear therein.
23. Proof that:
- (a) an envelope containing a notice was properly addressed, prepaid and posted (by first class post, where available); or

- (b) a telex or facsimile transmission setting out the terms of the notice was properly despatched

shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 24 hours after the envelope containing it was so posted or, in the case of telex or facsimile transmission, when so despatched. Regulation 115 of Table A shall not apply.

Indemnity

24. Subject to the provisions of the Statutes, every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, losses and liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, 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. Regulation 118 of Table A shall not apply.

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