

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS OF HUNTING-BRAE LIMITED

The following resolutions are hereby approved by all the members of the Company:-

"(1) That Clause 3(1) of the memorandum of association of the Company be deleted and replaced by the following:-

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

- (1) (a) To carry on the trades or businesses of mechanical, structural, civil, electrical and nuclear engineers, consulting engineers, metal workers, manufacturing chemists, manufacturers, exporters, importers, operators and managers of, wholesale and retail buyers and sellers of and merchants and dealers in high voltage generators of all kinds, accelerators for ions and electrons, sub-critical reactors, portable neutrons sources, and all kinds of atomic, neucronic, electrical and mechanical machinery and nuclear processes and nuclear reprocessing;
- (b) To carry on all or any of the businesses of consultants, advisers and suppliers of management, personnel and training services, whether generally or in respect of one or more of the types of business or activity which the

Company has power to carry on and to create, develop and market training and educational courses, instruction and materials of every description for any person;

- (c) To carry on the business of armament manufacturers in all its branches and in particular to design, manufacture, sell, maintain, repair and deal in aeroplanes, seaplanes, aircraft of any kind designed or capable of being used for transversing the air, land and/or water regardless of the method, or methods, of propulsion, and any components or other parts thereof, guided missiles, rockets, projectiles, guns, bombs, gun carriers, torpedoes, tanks, armoured cars and other vehicles, nuclear weapons of every type and generally all munitions of war whether necessitating propelling or auxiliary machinery or not and all component parts thereof and accessories thereto;
- (d) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with such charters, contracts, decrees, rights, privileges, and concessions;
- (e) To carry on the business of a holding company and to co-ordinate, finance and manage all or any part of the


businesses and operations of any and all companies controlled directly or indirectly by the Company or in which the Company is interested, whether as a shareholder or otherwise and whether directly or indirectly.

(2) That the Articles of Association attached hereto and initialled by each of us be adopted as the Articles of Association of the Company.

(3) That the two issued ordinary shares of £1 each of the Company be converted to "A" shares having the rights set out in the Articles of Association."

.....


T.L. Grievson

.....


for and on behalf of

Hunting Engineering Limited

Dated: 2nd August 1990

No. 2489301

The Companies Act 1985

Company Limited By Shares

MEMORANDUM
and
ARTICLES OF ASSOCIATION
of
HUNTING-BRAE LIMITED

Incorporated the 5th day of April 1990

McKenna & Co
71 Queen Victoria Street
London EC4V 4EB



The Companies Act 1985

Company Limited By Shares

MEMORANDUM OF ASSOCIATION

of

HUNTING-BRAE LIMITED

1. The name of the Company is "HUNTING-BRAE LIMITED".
2. The registered office of the Company will be situated in England.
3. The objects for which the Company is established are:
 - (1) (a) To carry on the trades or businesses of mechanical, structural, civil, electrical and nuclear engineers, consulting engineers, metal workers, manufacturing chemists, manufacturers, exporters, importers, operators and managers of, wholesale and retail buyers and sellers of and merchants and dealers in high voltage generators of all kinds, accelerators for ions and electrons, sub-critical reactors, portable neutrons sources, and all kinds of atomic, neuclonic, electrical and mechanical machinery and nuclear processes and nuclear reprocessing;
 - (b) To carry on all or any of the businesses of consultants, advisers and suppliers of management, personnel and training services, whether generally or in respect of one or more of the types of business or activity which the

Company has power to carry on and to create, develop and market training and educational courses, instruction and materials of every description for any person;

- (c) To carry on the business of armament manufacturers in all its branches and in particular to design, manufacture, sell, maintain, repair and deal in aeroplanes, seaplanes, aircraft of any kind designed or capable of being used for transversing the air, land and/or water regardless of the method, or methods, of propulsion, and any components or other parts thereof, guided missiles, rockets, projectiles, guns, bombs, guncarriers, torpedoes, tanks, armoured cars and other vehicles, nuclear weapons of every type and generally all munitions of war whether necessitating propelling or auxillary machinery or not and all component parts thereof and accessories thereto;
- (d) To enter into any arrangements with any governments or authorities (supreme, municipal, local or otherwise), or any companies, firms, or persons that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such Government, authority, company, firm or person any charters, contracts, decrees, rights, privileges, and concessions which the Company may think desirable, and to carry out, exercise, and comply with any such charters, contracts, decrees, rights, privileges, and concessions;
- (e) To carry on the business of a holding company and to co-ordinate, finance and manage all or any part of the

businesses and operations of any and all companies controlled directly or indirectly by the Company or in which the Company is interested, whether as a shareholder or otherwise and whether directly or indirectly.

- (2) To buy, sell, export, manufacture and deal in all kinds of goods, stores and equipment whether in connection with any of the above activities or otherwise and to act as agents for all purposes.
- (3) To apply for, purchase or otherwise acquire any patents, licences, concessions, privileges and like rights, conferring a non-exclusive or exclusive or limited right to use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the Company, or the acquisition of which may seem calculated directly or indirectly to benefit the Company and to use, exercise, develop, grant licences in respect of, or otherwise turn to account, the rights and information so acquired.
- (4) To sell, improve, manage, develop, lease, mortgage, let, charge, dispose of, turn to account, or otherwise deal with all or any part of the undertaking or property or rights of the Company, and to sell the undertaking of the Company, or any part thereof for such consideration as the Company may think fit, and in particular for cash, shares, debentures or debenture stock or other obligations, whether fully paid or otherwise, of any other company.
- (5) To carry on the business of commission agents, factors, general merchants and dealers in every description of goods, exporters and importers, concessionaires, wholesale and retail traders, carriers, warehousemen, designers, advertising contractors or agents, or trustees, brokers or agents for any company.

- (6) To manufacture, refine, repair, purchase, sell, export, import, deal in or let on hire all kinds of goods, substances and other articles which may be advantageous to the Company or which any of the customers or other companies having dealings with the Company may from time to time require.
- (7) To carry on any other activity and do anything of any nature which may seem to the Company capable of being conveniently carried on or done by the Company in connection with the above, or may seem to the Company calculated directly or indirectly to benefit the Company.
- (8) To purchase, take on lease or licence or in exchange, apply for, hire, renew or otherwise acquire and hold for any estate or interest, and to sell, let, license or otherwise dispose of, in whole or in part, any lands, buildings, machinery, rights, stock-in-trade, business concerns, choses in action, and any other real and personal property of any kind including all of the assets of the Company and to perform any services or render any consideration and to construct, equip, alter and maintain any buildings, works and machinery necessary or convenient for the Company's business and in each case for any consideration which may be thought fit.
- (9) To enter into partnership or any other arrangement for sharing profits or joint adventure or co-operation with any company carrying on, engaged in or about to carry on or engage in any business or transaction capable of being conducted so as directly or indirectly to benefit the Company, and to subsidise or otherwise assist any such company.

- (10) To invest and deal with moneys of the Company not immediately required in or upon such investments (other than shares in the Company) and in such manner as may from time to time seem expedient.
- (11) To lend money to such companies with or without security and otherwise on such terms as may seem expedient.
- (12) To guarantee, grant indemnities in respect of, 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 both such methods, the performance of the contracts or obligations and the repayment or payment of the principal and premium of and interest and dividends on any securities or obligations of any company whether having objects or engaged or intending to engage in business similar to those of the Company or not.
- (13) To borrow and raise money and to 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 and charges upon the undertaking and all or any of the property and assets (present and future) and the uncalled capital of the Company, or by the creation and issue on such terms as may be thought expedient of securities of any description.
- (14) To draw, make, accept, indorse, discount, execute and issue promissory notes, bills of exchange, shipping documents and other negotiable or transferable instruments, and to buy, sell and deal in foreign currencies.

- (15) To grant pensions, allowances, gratuities and bonuses to existing or former employees and officers (including Directors) of the Company or of any company in which the Company (directly or through other companies) holds shares or of any predecessor in business of the Company or of its holding company, or to their dependants or relations or connections, and to make payments towards insurance for any such purpose, and to establish or support trusts, funds or schemes (whether contributory or non-contributory) for any such purposes or any other institutions, trusts, funds, schemes, clubs and conveniences calculated to benefit any such persons.
- (16) To promote or assist in promoting any company or companies in any part of the world and to subscribe for shares therein or other securities thereof for the purpose of carrying on any business which the Company is authorised to carry on or for any other purpose which may seem directly or indirectly calculated to benefit the Company.
- (17) To amalgamate with any other company in any manner whatsoever (whether with or without a liquidation of the Company).
- (18) To procure the Company to be registered or recognised in any country or place in any part of the world.
- (19) To compensate for loss of office any Directors or other officers of the Company and to make payments to any persons whose office, employment or duties may be terminated by virtue of any transaction in which the Company is engaged.
- (20) To pay out of the funds of the Company the costs, charges and expenses of and incidental to the formation and registration of the

Company or any company promoted by the Company, the issue of the capital of the Company or any such other company, the negotiations between the promoters preliminary to the formation of the Company, the acquisition by the Company of any property or assets and the accomplishment of all or any formalities which the Company may think necessary or proper in connection with any of the matters aforesaid.

- (21) To insure with any other company against losses, damages, risks and liabilities of all kinds which may affect the Company.
- (22) To act as directors or managers of, or to appoint directors or managers of, any subsidiary company or any other company in which the Company is or may be interested.
- (23) To contribute by donation, subscription, guarantee or otherwise to any public, general, charitable or other useful object whatever.
- (24) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (25) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, subsidiaries or otherwise.
- (26) To do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared that the word "company" in this clause shall (except where referring to the Company) be deemed to include any person or partnership

or other body of persons, whether incorporated or not incorporated, and whether domiciled in Great Britain or elsewhere. The intention is that the objects specified in each paragraph of this clause shall, except where otherwise expressed, be in nowise limited or restricted by reference to or inference from the terms of any other paragraph, from the name of the Company or from the order in which such objects are stated, but may be carried out in as full and ample a manner and shall be construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and independent 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.

WE, the several persons whose names and addresses 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 NUMBER OF SHARES TAKEN
DESCRIPTIONS OF SUBSCRIBERS BY EACH SUBSCRIBER

ROBERT JOHN WINDMILL	One
Inveresk House	
1 Aldwych	
London WC2R OHF	
SOLICITOR	

BARBARA KERR	One
Inveresk House	
1 Aldwych	
London WC2R OHF	
COMPANY SECRETARY	

Dated this 8th day of March 1990.

Witness to the above Signatures:

JOHN STEIN
Inveresk House
1 Aldwych
London WC2R OHF

SOLICITOR

The Companies Act 1985

No. 2489301

Private Company Limited By Shares

ARTICLES OF ASSOCIATION

of

HUNTING-BRAE LIMITED

PRELIMINARY

1. In these Articles:-

"the Act" means the Companies Act 1985 including any statutory modifications or re-enactment thereof for the time being in force.

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985, as amended by the Companies (Tables A to F) (Amendment) Regulations 1985.

"Agreed Percentage" means, in relation to a Shareholder the fraction

$\frac{x}{y}$ multiplied by 100 where -
y

x = the nominal value of the fully paid up Shares held by the Shareholder in question; and

y = the nominal value of all fully paid up Shares held by all the Shareholders (including those of the Shareholder in question)

and "Agreed Percentages" in relation to all Shareholders shall be construed accordingly.

"Share" means an issued Share of the Company.

2. The Company is a Private Company and accordingly any invitation to the public to subscribe for any Shares or debentures is prohibited.
3. (1) The regulations contained in Table A shall apply to the Company with the exceptions, modifications and additions hereinafter contained. In the event of any ambiguity or inconsistency between such regulations and these Articles, the provisions of these Articles shall prevail.
- (2) Any proposed amendment to or variation of these Articles or of the Memorandum of Association of the Company shall be deemed to be a variation of the rights attached to the "A" Shares, the "B" Shares and the "C" Shares in the capital of the Company.
4. Regulations 2, 8, 17, 24, 32(a), 39, 40, 41, 50, 64, 65, 73 to 80 inclusive, 89, 94, 97 and 118 of Table A shall not apply to the Company.
5. The Company shall not have power to issue share warrants to bearer.
6. The provisions of Section 89(1) of the Act shall not apply to the Company.
7. The Directors shall have no authority to allot any Share or issue any loan capital or create any obligations convertible into share or loan capital of the Company.

SHARE CAPITAL

8. (1) The capital of the Company at the date of adoption of these Articles is £100 divided into 54 "A" Shares of £1 each, 36 "B" Shares of £1 each and 10 "C" Shares of £1 each.
- (2) "A" Shares, "B" Shares and "C" Shares shall constitute different classes of share for the purposes of the Act but shall, save as in these Articles expressly provided, confer upon the holders thereof the same rights and rank *pari passu* in all respects as ordinary Shares.

9. (1) Unissued Shares in the capital of the Company for the time being shall only be allotted as follows:-
- (A) every allotment shall be of the Agreed Percentages of "A" Shares, "B" Shares and "C" Shares;
 - (B) on the occasion of each allotment the "A" Shares, the "B" Shares and the "C" Shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment;
 - (C) no Shares of any class shall be issued otherwise than to Shareholders holding Shares of the same class without the prior written consent of all the Shareholders;
 - (D) as between holders of Shares of the same class the Shares of that class being allotted shall be allotted in proportion to such holders' then existing holdings of Shares of that class or in such other proportions between them as all the Shareholders holding Shares of the same class shall agree in writing.
- (2) None of the following matters may be carried out without the unanimous consent of each of the "A", "B" and "C" Shareholders:-
- (A) Share or Loan Capital
the creation or issue of any Share or loan capital or obligations convertible into Share or loan capital of the Company;
 - (B) Alteration of Capital
the consolidation, sub-division or alteration of any rights attached to any share capital of the Company, the reduction of share capital, the capitalisation of any amount

standing to the credit or any reserve of the Company or the reorganisation of any of the share capital of the Company;

(C) Winding Up

the convening of any general meeting with a view to, or the passing of a resolution for, or the issuing of any petition for, the winding up of the Company;

(D) Alteration of Memorandum and/or Articles

the alteration of any provision of the Memorandum and/or Articles of Association of the Company;

(E) Subsidiaries

the acquisition or establishment or disposal of any subsidiary or any subscription or purchase or disposal of any Shares or other securities or interest in any company;

(F) Partnerships, Joint Ventures

entering into any partnership or joint venture or other similar legal relationship;

(G) Certain Alterations

making any alteration in the composition or power or voting rights of the Directors of the Company or making any alteration in the method of appointment or powers of the Chairman or the Managing Director of the Company.

10. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time and in respect of that share. The Directors may at any time declare any Share to be wholly or partly exempt from the provisions of this Article.

TRANSFER OF SHARES

11. The instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of Shareholders in respect thereof, provided that in the case of a partly-paid share the instrument of transfer must also be executed by or on behalf of the transferee.

12. No transfer of any Share shall be permitted without the prior written agreement of all the Shareholders.

GENERAL MEETINGS

13. No business shall be transacted at any General Meeting unless the requisite quorum is present when the meeting proceeds to business. Three Shareholders present in person or by proxy (or, in the case of a member being a Corporation by representative) shall be a quorum for all purposes, provided that so long as the issued share capital of the Company is divided into "A", "B" and "C" Shares, one such member shall be the holder of an "A" Share, one shall be the holder of a "B" Share and the other the holder of a "C" Share. Where all the holders of any such class have waived in writing the quorum requirement as concerns that class, then such waiver shall be effective for the meeting or particular business specified in the waiver or otherwise as specified in the waiver.

14. (1) If within half an hour from the time appointed for any general meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week but one (or if that day be a holiday to the next working day thereafter) and at the same time and place or to such other date time and place (not being more than 30 days nor less than 10 days after the date appointed for the adjourned meeting unless so agreed by the holders of not less than nine tenths in nominal value of the Shares entitled to vote at the

meeting) as the Directors may determine and if at the adjourned meeting a quorum of one "A" Shareholder, one "B" Shareholder and one "C" Shareholder is not present within half an hour from the time appointed for the meeting the Shareholders present shall be a quorum.

- (2) Where a meeting is adjourned under paragraph (1) of this Article for 10 days or more not less than 7 days notice of the adjourned meeting shall be given as in the case of an original meeting.

- 15. (1) No "A" Share shall confer any right to vote either on a show of hands or on a poll upon a Resolution for the appointment or removal from office of a "B" Director or a "C" Director.
- (2) No "B" Share shall confer any right to vote either on a show of hands or on a poll upon a Resolution for the appointment or removal from office of an "A" Director or a "C" Director.
- (3) No "C" Share shall confer any right to vote either on a show of hands or on a poll upon a Resolution for the appointment or removal from office of an "A" Director or a "B" Director.
- (4) If at any meeting any holder of any "A" Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "A" Shares held by Shareholders present in person or by proxy shall be pro tanto increased so that such "A" Shares shall together entitle such Shareholders to the same aggregate number of votes as could be cast in respect of all the "A" Shares if all the holders thereof were present; and
- (5) If at any meeting any holder of any "B" Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "B" Shares held by Shareholders present in person or by proxy shall

be pro tanto increased so that such "B" Shares shall together entitle such Shareholders to the same aggregate number of votes as could be cast in respect of all the "B" Shares if all the holders thereof were present.

- (6) If at any meeting any holder of any "C" Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "C" Shares held by Shareholders present in person or by proxy shall be pro tanto increased so that such "C" Shares shall together entitle such Shareholders to the same aggregate number of votes as could be cast in respect of all the "C" Shares if all the holders thereof were present.

DIRECTORS

16. The Directors shall be not more than six in number.
17. (1) The holders of a majority of the "A" Shares may from time to time appoint any three persons to be Directors. Each person holding office pursuant to this Article is herein called an "A" Director.
- (2) Each "A" Director shall hold office subject to Article 22 hereof and may at any time be removed from office by the holders of a majority of the "A" Shares.
- (3) The holders of a majority of the "B" Shares may from time to time appoint any two persons to be Directors. Each person holding office pursuant to this Article is herein called a "B" Director.
- (4) Each "B" Director shall hold office subject to Article 22 hereof and may at any time be removed from office by the holders of a majority of the "B" Shares.
- (5) The holders of the majority of the "C" Shares may from time to time appoint any one person to be a Director. The person holding office pursuant to this Article is herein called the "C" Director.

- (6) The "C" Director shall hold office subject to Article 22 hereof and may at any time be removed from office by the holders of a majority of the "C" Shares.
- (7) Any appointment or removal of a Director shall be made in writing under the hands of the holders for the time being of the Shares in whom the power of appointment or removal is vested, or their duly authorised agents and shall take effect on and from the date on which notice in writing thereof is lodged at the registered office for the time being of the Company.
- (8) The holders of a majority of the "A" Shares may from time to time appoint an "A" Director as Chairman of the Directors.
- (9) The holders of a majority of the "B" Shares may from time to time appoint a "B" Director as Deputy Chairman of the Directors.
- (10) In the case of equality of votes at any meeting of the Directors, the Chairman shall have a second or casting vote. The matters listed below require a unanimous vote of the Directors namely before the Company may:-
- (A) Loans over £100,000
- make any loans or advances or otherwise give credit (other than credit given in the normal course of the Company's business) in excess of a cumulative aggregate total of £100,000 at any time to any person (except the making of deposits with the Company's bankers);
- (B) Guarantees over £100,000
- give any guarantees, bonds, indemnities or securities in respect of the obligations of any person in excess of a cumulative aggregate total of £100,000 at any time;

(C) Disposal Assets over £100,000

sell, lease, licence or dispose in any way of any material part of the assets of the Company other than in the normal course of business and disposal of any assets where the value of such disposal exceeds £100,000 in money or money's worth;

(D) Schemes

introduce any executive or employee, stock or share option or profit sharing or bonus scheme of any nature;

(E) Change name or logo

change the name or logo of the Company;

(F) Security Interests

create or allow to subsist any security interest over any of its assets (other than as may be necessary for borrowing from commercial sources approved by the Shareholders).

18. Regulation 82 of Table A shall be amended by the addition of the following:-

"Such remuneration shall be divided between the directors in such proportion and manner as the directors may unanimously determine or in default of such determination equally, except that any director holding office for less than a year or other period for which remuneration is paid shall rank in such division in proportion to the fraction of such year or other period during which he has held office. Any director who, at the request of the directors, performs special services or goes or resides abroad for any purpose of the Company may receive such extra remuneration by way of salary, commission or participation in profits, or partly in one way and partly in another, as the directors may determine."

19. A Director (including an alternate director) shall be entitled to notice of and shall be entitled to attend and speak at any General Meeting.

POWERS AND DUTIES OF DIRECTORS

20. Subject to the provisions of the Act a Director (including an alternate Director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company and the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered.

ALTERNATE DIRECTORS AND SECRETARY

21. Any Shareholder may appoint any person to be an alternate director for a Director nominated by it and may remove from office an alternate director so appointed by it. When an alternate director is also a director or acts as an alternate director for more than one director, such alternate director shall have one vote for every Director so represented by him (in addition to his own vote if he is himself a Director) and when so acting shall be considered as two Directors for the purpose of making a quorum. The Company Secretary may appoint and remove an alternate to represent him in his absence.

DISQUALIFICATION OF DIRECTORS

22. Regulation 81 of Table A shall be amended by substituting for paragraphs (c) and (e) thereof the following provisions:-

"(c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director;
or"

"(e) he is otherwise duly removed from office."

No Director shall vacate his office, nor shall any person be ineligible for appointment as a Director, by reason only of his attaining or having attained any particular age.

PROCEEDINGS OF DIRECTORS

23. The Directors may, subject to these Articles, meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they think fit. Meetings shall take place at intervals of not more than three months. The quorum necessary for the transaction of business at any meeting of the Directors or of any committee shall comprise one "A" Director, one "B" Director and one "C" Director and Article 72 of Table A shall be amended accordingly save that where the absence of a quorum in two or more consecutive meetings is caused by the failure of a particular Director or particular Directors to attend those meetings without legal cause, their presence shall not be required at the second and subsequent consecutive inquorate meetings for the purpose of establishing a quorum, save that the quorum shall in no circumstances be less than two.

24. Questions arising at any meeting of the Directors or of any committee shall be decided by a majority of votes of the Directors present and voting and the Chairman shall have a second or casting vote, Provided that:

- (1) if at any meeting of the Directors or of any committee any "A" Director is not present in person or represented by an alternate Director the votes of the "A" Director or "A" Directors present in person or represented by an alternate Director shall be pro tanto increased so that such "A" Director or "A" Directors shall be entitled to cast the same aggregate number of votes as could be cast by the "A" Directors if they were all present;

- (2) if at any meeting of the Directors or of any committee any "B" Director is not present in person or represented by an alternate Director the votes of the "B" Director present in person or represented by an alternate Director shall be pro tanto increased so that such "B" Director shall be entitled to cast the same aggregate number of votes as could be cast by the "B" Directors if they were both present.

25. The words "of filling vacancies, or" shall be omitted from regulation 90 of Table A.

NOTICES

26. Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"

the following sentence:-

"Notice of every meeting of directors shall be given to each director or his alternate director, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom".

27. Unless all the Directors agree otherwise, at least five business days' notice in writing shall be given of each meeting of the Board, which notice shall specify (so far as practicable) the business to be considered at that meeting.

28. Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

INDEMNITY

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

NPS-D0356