

**WRITTEN RESOLUTION**

Company Number: 2586898

**ACCEL POWER SUPPLY LIMITED**

**WRITTEN RESOLUTION**

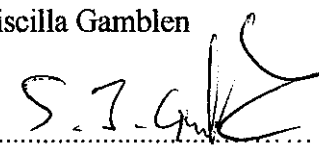
**PURSUANT TO SECTION 381A OF THE COMPANIES ACT 1985**

The undersigned, being all the members of Accel Power Supply Limited (the "Company"), by way of Written Resolution pursuant to Section 381A of the Companies Act 1985 such that the Resolution appearing below shall have effect as a Special Resolution, resolve as follows:

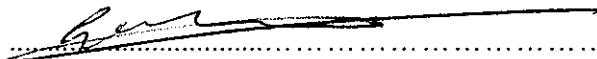
THAT the Articles of Association, a copy of which is attached hereto and initialled for the purpose of identification, be adopted as the Articles of Association of the Company to the exclusion of and in substitution for the existing Articles of Association.



Priscilla Gamblen



Stephen Gamblen



Gary Whittington

Dated the 9th day of November 2004.



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COMPANIES HOUSE

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0336  
07/01/05

**Company Number: 2586898**  
**ACCEL POWER SUPPLIES LIMITED**

MINUTES OF MEETING OF THE DIRECTORS held at The Knoll on the 9th  
[ Burgess ]  
] day of [ November ] 2004 at [ ] a/p.m.  
Centre, Old Shuckham  
Road, Hove, East Sussex  
BN3 7QS

PRESENT: • Stephen Gamblen (Chairman)  
• Gary Whittington

The Chairman confirmed that the meeting was duly convened and quorate.

**1. Adoption of New Articles of Association by Written Resolution**

The Chairman reported that it was proper that the Company shall adopt new Articles of Association to address provisions for transfer of shares on the death of a shareholder and the Chairman laid before the meeting:

- 1.1 a written resolution, with annexed new Articles of Association proposed to be resolved by the members;
- 1.2 [confirmation from the auditors that they had received a copy of the proposed resolution [and it did not concern them as auditors]; and

IT WAS RESOLVED to put such proposal to the members.

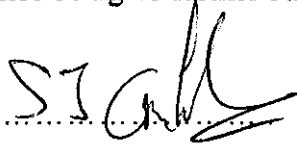
The board carefully considered and approved the draft Written Resolution required for the implementation of the proposal set forth in paragraph 1 above and it was resolved that it be delivered to the members forthwith and that the meeting be adjourned for the signing of the Written Resolution.

**ADJOURNMENT FOR THE SIGNING OF THE WRITTEN RESOLUTION**

When the meeting reconvened the Chairman reported that the Written Resolution had been duly signed.

2. IT WAS RESOLVED that the secretary be instructed to make the necessary filings with the Registrar of Companies.

3. There being no further business the meeting closed.

  
.....

Chairman

  
.....

Date

# COMPANY LIMITED BY SHARES

## Articles of Association

OF

ACCEL POWER SUPPLIES

LIMITED

1. Subject as hereinafter provided, the regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (hereafter referred to as "table A") shall apply to the Company.
2. In these Articles:
  - (a) "The Act" refers to the Companies Act 1985 and any Statutory modifications currently in force;
  - (b) "Transfer Notice" means a notice in writing given to the Company by a Vendor, trustee or other transferee indicating a desire to transfer the Sale Shares, specifying the sum which in the opinion of the Vendor, the trustee or other transferee, as applicable, constitutes the fair price of each Sale Share.
  - (c) "Sale Shares" means the shares specified in a Transfer Notice.
  - (d) "Vendor" means every member, trustee or transferee who desires to transfer any Sale Shares.
3. The Company is a Private Company and accordingly no invitation or offer shall be made to the Public (whether for cash or otherwise) to subscribe for any Shares in or Debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any Shares in or Debentures of the Company with a view to all or any of those Shares or Debentures being offered for sale to the Public.
4. The Shares shall be at the disposal of the Directors, who may allot, grant options over or otherwise dispose of them to such persons at such times and on such conditions as they think fit, subject to the provisions of the following clauses and Section 80 of the Act.
5. (1) Subject to any direction to the contrary that may be given by the Company in general meeting, all Shares authorised pursuant to Article 4 hereof, to be allotted shall be offered to the members in proportion to the existing Shares held by them and such offer shall be made by notice in writing specifying the number of the Shares to which the member is entitled and limiting a time (not less than 21 days) within which the offer, if not accepted, will be deemed to have been declined, and after the expiry of such time or upon receipt of an intimation from the member to whom such notice is given that he declines to accept the Shares offered, the Directors may, subject to these articles, allot or otherwise dispose of the same to such persons and upon such terms as

they think to be most beneficial to the Company. The Directors may in like manner dispose of any such Shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to any such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided, and subject to Section 80 of the Act.

5. (2) Sections 90 (1) to (6) inclusive of the Act shall not apply to the Company.
6. (3) The Lien conferred by Clause 8 of Table A shall also attach to dividends payable on shares and also to fully paid up shares.
7. The directors shall be obligated to register any transfer permitted by Articles 8 and the directors shall be obliged to refuse to register any transfer of any share not so permitted. Accordingly, the first sentence of Clause 24 in Table A shall not apply to the Company.
8. A person entitled to a share in consequence of the death of a member (the "beneficiary") shall be bound at any time after the expiration of [one year] from the date of such death, if and when required in writing by the Company to give a transfer notice to the Company in respect of all the shares then registered in the name of the deceased member whereupon the Company shall act as such person's agent for the sale of the shares in question in one or more lots at the discretion of the directors to all the holders of ordinary shares in the Company.
9. All such shares shall be offered by the Company to all remaining members of the Company for the remaining members to purchase such shares at a price determined in accordance with Article 12 (the "prescribed price") on the terms that in the case of competition, the shares so offered shall be sold to the members accepting the offer in the proportions (as nearly as may be and without increasing the number sold to a member beyond the number applied for by him) that their existing holdings of shares in the Company bear to each other. All offers of shares under this paragraph shall be made by notice in writing and every such offer shall limit a time (not being less than 21 days from the date of despatch of the offer) (the "prescribed period") which the offer must be accepted or in default will lapse.
10. If the Company shall within the prescribed period find members as aforesaid (hereinafter called "purchasers") willing to purchase the shares concerned or any of them and the purchasers having given notice thereof to the Company, the beneficiary shall be bound, upon payment of the price, to transfer such shares to the purchasers thereof. Every such notice shall state the name and address of the purchaser or purchasers and the number of shares agreed to be purchased by him or them and the number of shares agreed to be purchased by him or them and the purchase shall be completed at a place and time to be appointed by the directors not being less than 7 days nor more than 28 days after the date of such notice.
11. If in any case a beneficiary after having become bound to transfer any such shares to a purchaser, shall make default in transferring such shares the directors may authorise some person to execute on behalf of and as attorney for the beneficiary any necessary transfers and may receive the purchase money therefore and shall thereupon cause the

name of the purchaser to be entered in the register as the holder of such shares and hold the purchase money in trust for the beneficiary. The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see the application thereof) and after the name of the purchaser has been entered in the register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

12. The prescribed price shall be the amount which the Auditors for the time being of the Company (acting as experts and not as arbitrators, [at the cost of the beneficiary] and whose decision shall be final and binding) shall certify in writing to be in their opinion the fair selling value thereof as between a willing seller and a willing buyer. Provided that in any case where a transfer notice has been duly required to be given hereunder in respect of any shares and such transfer notice is not given within one month, such transfer notice shall be deemed to have been given at the expiration of the said period and all the above provisions shall thereupon apply as if the transfer notice had been duly served by the beneficiary and the amount of capital paid up on such shares shall (if less than the prescribed price calculated as above in this paragraph 12) shall be deemed to be the prescribed price and the provisions of these presents shall take effect accordingly.
13. Clause 64 in Table A shall not apply to the Company.
14. Clause 89 in Table A shall not apply to the Company.
15. The minimum and maximum number of Directors shall be determined by an Ordinary Resolution passed in General Meeting of the Company. Subject to any other determination there shall be no maximum number of Directors and the minimum number of Directors shall be one.
16. A Sole Director shall have the authority to exercise all powers and discretions conferred by these Articles and Table A.
17. Clauses 73,74,75,76,77,78,79 ad 80 in Table A shall not apply to the Company.
18. No person shall be appointed a Director at any General Meeting unless –
  - (a) he is recommended by the Directors; or
  - (b) not less than fourteen nor more than thirty-five clear days before the date appointed for the meeting, notice executed by a member qualified to vote at the meeting has been given to the Company of the intention to propose that person for appointment stating the particulars which would, if he were so appointed be required to be included in the Company's Register of Directors together with notice executed by that person of his willingness to be appointed.
19. Clause 118 in Table A shall not apply to the Company.

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#### NAMES AND ADDRESSES OF SUBSCRIBERS

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FOR AND ON BEHALF OF  
PARAMOUNT PROPERTIES (U.K.) LIMITED  
372 OLD STREET, LONDON EC1.

FOR AND ON BEHALF OF  
PARAMOUNT COMPANY SEARCHES LIMITED  
372 OLD STREET, LONDON EC1.

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DATED THIS 5/3/1990

WITNESS TO THE ABOVE SIGNATURE :-    FOR AN ON BEHALF OF  
PAROMOUNT COMPANY  
FORMATIONS LIMITED  
372 OLD STREET, LONDON EC1.