

Company Number: 2852119

**The Companies Act 1985**  
**Private Company Limited by Shares**

**ORDINARY  
AND SPECIAL  
RESOLUTIONS**

of

**REEDBEST PROPERTIES LIMITED**

AT an EXTRAORDINARY GENERAL MEETING of the above named Company  
duly convened and held at Classic House, 174-180 Old Street, London, EC1V 9BP  
on 22nd September 1993

the following ORDINARY AND SPECIAL RESOLUTIONS were duly passed, viz:

**ORDINARY RESOLUTIONS**

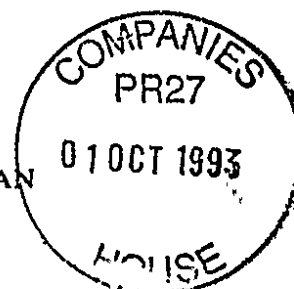
1. THAT the Share Capital of the Company be increased from £1,000 to £250,000 by the creation of an additional 249,000 Ordinary Shares of £1 each, such shares to rank pari passu in all respects with the existing Share Capital of the Company.
2. THAT the Directors be and are hereby unconditionally authorised to allot shares up to the amount of the share capital as increased by Resolution 1 above at any time or times during the period of 5 years from the date hereof.

**SPECIAL RESOLUTIONS**

1. THAT the existing Clause 3 of the Memorandum of Association be deleted and the attached Clause 3 be substituted in place thereof.
2. THAT the Regulations contained in the document submitted to the Meeting and for the purposes of identification subscribed by the Chairman hereof be and the same are hereby adopted as the Articles of Association of the Company in substitution for all the existing Articles of Association.

Signing for and on behalf  
of WATERLOW NOMINEES LIMITED

*K. Lyng* - CHAIRMAN



RES5 + RES9A + RES3

**The Companies Act 1985**  
**Private Company Limited by Shares**  
**MEMORANDUM OF ASSOCIATION**

of

**REEDBEST PROPERTIES LIMITED**

(As amended by Special Resolution passed 22nd September 1993)

1. The name of the Company is Reedbest Properties Limited
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (A) (1) To carry on or otherwise be concerned or interested in the carrying on of any activities (and in particular (but without limitation) by letting of dwelling houses on qualifying tenancies) which are qualifying activities for the purposes of Section 50 of the Finance Act 1988 or any statutory re-enactment extension or modification thereof for the time being in force;
  - (2) To build construct purchase take on lease or otherwise acquire and hold for investment purposes or deal in or otherwise turn to account interests (both direct and indirect) of each and every description in land buildings houses flats and other premises.
  - (3) To maintain, improve, decorate, alter, refurbish, furnish, manage and otherwise provide services and amenities at or in connection with all buildings houses flats or other premises held or leased or otherwise acquired or agreed or intended to be acquired by the Company or any person firm or company including but not limited to any company which is a subsidiary of the Company or is otherwise associated with the Company or its business.
- (B) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be advantageously carried by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company.
- (C) To purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest any rights, privileges, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

BESMEM 1



- (D) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business, and for the purposes of or in connection with the borrowing or raising of money by the Company to become a member of any building society.
- (E) To mortgage and charge the undertaking and all or any of the real and personal property and assets present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and subject to such rights, powers and privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (F) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (G) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or part of the undertaking, property, assets and rights present and future and uncalled capital of the Company or by both such methods or by any other means whatsoever, the liabilities and obligations of and the payment of any monies whatsoever (including but not limited to capital, principal, premiums, interest, dividends, costs and expenses on any stocks, shares or securities) by any person, firm or company whatsoever including but not limited to any company which is for the time being the holding company or a subsidiary of the Company or of the Company's holding company or is otherwise associated with the Company in its business.
- (H) To make experiments in connection with any business or proposed business of the Company, and to apply for or otherwise acquire in any part of the world any patents, patent rights, brevets d'invention, trade marks, licences, protections, and concessions which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents, inventions or rights which the Company may acquire or propose to acquire.
- (I) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange, and other negotiable instruments.
- (J) To invest and deal with the moneys of the Company not immediately required for the purposes of its business of the Company in or upon such investments and in such manner as may from time to time be determined.
- (K) 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 or guaranteed rights in respect of dividend or repayment of capital, voting 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.

- (L) 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 or guaranteed rights or 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, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (M) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests, or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (N) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (O) To purchase or otherwise acquire, and undertake all or any part of the business, goodwill, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.
- (P) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.
- (Q) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (R) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

- (S) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, comply with any such charters, decrees, rights, privileges and concessions.
- (T) To employ advisors to investigate and examine into the condition, prospects, value, character, and circumstances of any business concerns and undertakings and generally of any assets, property or rights.
- (U) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (V) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.
- (W) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.
- (X) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may in the option of the Directors be for the benefit directly or indirectly of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or of any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or of the predecessors in business of the Company or any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries, notwithstanding that the exercise of this power is not in the best interests of the Company, in connection with the cessation or the transfer any person of the whole or part of the undertaking of the Company or any subsidiary; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.
- (Y) 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.

- (Z) 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 or otherwise and to do all such other things as are incidental or conducive to the above objects or any of them.

It is hereby declared (1) that the expressions "subsidiary" and "holding company" where they appear in this Clause shall have the meanings ascribed to those expressions by Section 736 of the Companies Act 1985; (2) that, where the context so admits, the word "company" in this Clause shall be deemed to include any partnership or other body of persons whether or not incorporated and, if incorporated, whether or not a company within the meaning of the Companies Act 1985; and (3) that the objects specified in each of the sub-clauses of this clause shall be regarded as independent objects and accordingly shall in no way be limited or restricted (except where otherwise expressed therein) by a reference to or inference from the terms of any other sub-clause or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. \* The share capital of the Company is £250,000 divided into 250,000 shares of £1 each.

\* The Share Capital of the Company was increased from £1,000 divided into 1,000 Shares of £1 each by Ordinary Resolution passed 22nd September 1993.

**The Companies Act 1985**  
**Private Company Limited by Shares**

**ARTICLES OF ASSOCIATION**

**REEDBEST PROPERTIES LIMITED**

(As adopted by Special Resolution passed 22nd September 1993)

**1. Preliminary and Interpretation**

- 1.1 The regulations contained in Table A ("Table A") in the Schedule to the Company (Tables A to F) Regulations 1985 (as amended) shall apply to the Company save insofar as they are excluded or varied hereby.
- 1.2 In these regulations and in the regulations of Table A that apply to the Company:
- "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
- "the Articles" means the articles for the time being of the Company.
- "the office" means the registered office for the time being of the Company.
- 1.3 Unless the context otherwise requires, words or expressions contained in these regulations and in the regulations of Table A that apply to the Company bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these regulations become binding on the Company, words importing the singular only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing natural persons shall include also corporations.
- 1.4 The headings in these regulations are for convenience only and shall be ignored in construing the language or meaning of the Articles. Regulation 1 of Table A shall apply as modified by the foregoing.
- 1.5 References in these Regulations to "BES Relief" are to the relief for investment in new corporate taxes afforded by Chapter III of Part VII of the Income and Corporation Taxes Act 1988 ("the Taxes Act 1988") as extended by the Finance Act 1988 and as from time to time further amended extended or re-enacted and unless the context clearly does not so admit expressions defined in or for the purposes of Chapter III Part VII of the Taxes Act 1988 as so extended shall bear the same meaning where used in these Articles.

**2. Private Company**

The Company is a Private Company within the meaning of Section 1 of the Act and accordingly no shares in or debentures of the Company shall be offered

to the public (whether for cash or otherwise) and the Company shall not 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.

3. Share Capital

- 3.1 The Share Capital of the Company is £250,000 divided into 250,000 Shares of £1.00 each.
- 3.2 Subject to the provisions of the Act and without prejudice to Sub-Article 3.3 any shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder of such shares on such terms and in such manner as may be provided by the Articles or as the Company may by resolution determine. Regulation 3 of Table A shall not apply.
- 3.3 Subject to Sub-Article 3.4, the unissued shares in the capital of the Company for the time being shall be under the control of the Directors, who are hereby generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with any unissued shares and relevant securities (as defined in Section 80(2) of the Act) to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the Company Provided that the authority contained in this Article insofar as the same relates to relevant securities (as defined as aforesaid) shall, unless revoked or varied in accordance with Section 80 of the Act:
- (a) be limited to a maximum nominal amount of shares equal to the amount of the authorised but unissued share capital of the Company on its incorporation; and
  - (b) expire of the fifth anniversary of the date of the incorporation of the Company but without prejudice to any offer or agreement made before that anniversary which would or might require the exercise by the Directors after such anniversary of their powers in pursuance of the said authority.

In exercising their authority under this Sub-Article the Directors shall not be required to have regard to Section 89(1) and 90(1) to (6) (inclusive) of the Act which Sections shall be excluded from applying to the Company.

- 3.4 Save with the prior approval of a Special Resolution, neither the Company nor the Directors shall during any relevant period referred to below
- (a) allot or issue or agree to allot or issue any shares in the capital of the Company which are or will at any time not be fully paid up or credited as fully paid up;
  - (b) allot or issue or agree to allot or issue any shares or relevant securities aforesaid if the allotment or issue or agreement concerned will to the knowledge of the Directors having made all reasonable enquiry cause the Company to cease to be a qualifying company for the purposes of BES Relief.

For the purposes of the foregoing the relevant period is the relevant period during which the Company must maintain its status as a qualifying company to secure the availability of BES Relief desired to be claimed in relation to any eligible shares issued with the intention that the investment thereby made in the Company should qualify for such relief.



4. Transfers - General

- 4.1 No shares or any interest therein shall be transferred or otherwise disposed of and the Directors shall not register any transfer of shares in the Company except in circumstances where the transfer is made with the written consent of all the other members of the Company or is permitted by Articles 5 to 7 (inclusive) ("a permitted transfer").
- 4.2 Subject only to paragraph 4.3 below, the Directors shall be obliged to register a permitted transfer.
- 4.3 The Directors may in their absolute discretion, and without assigning any reason therefor, decline to register (i) any transfer of any share over which the Company has a lien; (ii) any transfer to more than four transferees; and/or (iii) any transfer comprising shares of more than one class; and/or (iv) any transfer direct to an infant bankrupt or person of unsound mind.

5. Transfers - BES Relief Provisions

- 5.1 Save with the prior approval of a Special Resolution no share or any interest therein shall be sold transferred or otherwise disposed of if as a result (i) the Company would be under the control (as defined in Section 416 of the Taxes Act 1988) of another company (or of another company and any person connected with that other company) or would be a 51 per cent subsidiary of another company or (ii) the company would otherwise cease to be a qualifying company for BES Relief purposes.
- 5.2 The provisions of Sub-Article 5.1 shall only apply where the Company has issued eligible shares with the intention that the investment thereby made in the Company should qualify for BES Relief and then only during the relevant period in which the Company must maintain its status as a qualifying company to secure the availability of any BES Relief desired to be claimed in relation to such eligible shares.
- 5.3 Any sale transfer or disposal of any share or interest in any share in contravention of the foregoing provisions of these Articles shall be a nullity.

6. Transfer to Family Members

- 6.1 Subject to the preceding provisions of these Articles any share may be transferred by a Member to a member of his family and for the purposes of this Article "member of his family" shall mean a wife, husband, widow, widower and all ascendants and descendants in direct line, the spouses, widows and widowers of such ascendants and descendants, or brother or sister and any spouse and ascendant and descendant of such brother or sister.
- 6.2 Subject to the preceding provisions of these Articles any share may be transferred by a Member or the personal or other legal representatives of a deceased Member to the trustees of a trust or settlement (whether established inter vivos or by testamentary disposition) the principal beneficiaries of which are members of his family ("a family settlement") provided that such trustees give an undertaking to the Company that in the event of the principal beneficiaries of the trust ceasing to be members of the family of the Member or such deceased Member such shares shall be transferred to such Member or members of his family failing which

the trustees shall be deemed to have given a Transfer Notice pursuant to Article 7 at such time as the Directors of the Company shall think fit in respect of all the shares held by the trustees and the provisions of Article 7 will apply in relation thereto save that the provisions as to withdrawal of a Transfer Notice shall not apply.

- 6.3 Subject to the preceding provisions of these Articles any share in the name or names of the trustees of a family settlement may be transferred to a beneficiary of that settlement (or of any other family settlement) being a member of the family of a Member or former Member and to new trustees of such settlement or settlements.

## 7. Third Party Transfers

Save as expressly provided above in these Articles, no share or any interest therein shall be transferred or disposed of whether by way of sale or otherwise except in accordance with the following provisions of this Article 7:-

- 7.1 Every holder of shares or person entitled to be registered in respect of a share or shares of the Company who intends to transfer or dispose of any share or shares registered in his name and/or to which he is so entitled or any interest therein ("the Proposed Transferor") shall give notice in writing to the Directors of such intention ("a Transfer Notice"). A Transfer Notice shall specify the number and class of shares which the proposed Transferor intends to transfer and in the case where a Transfer Notice is given or deemed given in respect of shares of more than one class a separate Transfer Notice shall be deemed to have been given in respect of each such class of share.
- 7.2 Unless required to be given under Article 6.2 a Transfer Notice may provide as a condition ("a total transfer condition") that unless all the shares specified or deemed comprised therein ("the Offered Shares") are sold to the other Members pursuant to this Article none shall be sold, and except as hereinafter provided a Transfer Notice once given or deemed to be given shall not be revocable without the written consent of all the Members.
- 7.3 A Transfer Notice shall constitute the Company the agent of the Proposed Transferor to sell the Offered Shares in accordance with the provisions hereinafter in this Article appearing at the price per share being the fair value thereof agreed or (in default of agreement) as determined in accordance with the provisions of Sub-Article 7.8 below.
- 7.4 Upon the fair value for the Offered Shares being agreed aforesaid or (where the fair value is determined by the Determining Accountant under Sub-Article 7.8 below) upon the expiry of seven days after the issue of the Report detailing the same and provided the Proposed Transferor shall not have withdrawn the Transfer Notice as permitted in Sub-Article 7.9 below, the Company shall forthwith by notice in writing inform each Member (other than the Proposed Transferor) of the number and the price (being the fair value) of the Offered Shares and invite each member to whom such notice is given to apply in writing to the Company within 28 days of the date of despatch of the notice (which shall be specified therein) for such maximum number of the Offered Shares (being all or any thereof) as he shall specify in such application.

- 7.5 The Directors shall within 7 days after the expiration of the 28 day period referred to in Sub-Article 7.4 notify the Proposed Transferor of the number of Offered Shares of any for which they have found a purchaser or purchasers pursuant to Sub-Article 7.4 and if the Directors have found such a purchaser or purchasers in respect of some only of the Offered Shares and the Transfer Notice properly contained a total transfer condition the Proposed Transferor shall be entitled to withdraw the Transfer Notice (in whole or in part) within 5 days of such notification.
- 7.6 During the six months following the expiry of the period of 7 days referred to in Sub-Article 7.5 the Proposed Transferor (whether or not the Transfer Notice has been withdrawn under Sub-Article 7.5 shall be at liberty (subject to Article 4.3 and Article 5) to transfer to any person or persons at any price not being less than the fair value thereof agreed or determined aforesaid any share not allocated in accordance with the provisions of this Article Provided that if the Proposed Transferor has withdrawn the Transfer Notice under Sub-Paragraph 7.4.2. hereof he shall not be entitled save with the written consent of all the other Members to sell hereunder only some of the Offered Shares.
- 7.7 If the said Members shall within the period of 28 days referred to Sub-Article 7.4 apply for all or (except where the Transfer Notice is withdrawn under Sub-Article 7.5) any of the Offered Shares the Directors shall allocate the Offered Shares for so many of them as shall be applied for as aforesaid):-
- (a) first to and amongst the applicants who are registered or unconditionally entitled to be registered in respect of shares of the same class as the Offered Shares (and, in the case of competition, pro rata according to the number of shares of such class of which they are registered or unconditionally entitled to be registered as holders); and
  - (b) Secondly (if any of the Offered Shares shall remain after such applicants have been satisfied in full) to and amongst the remaining applicants (and in the case of competition pro rata according to the number of shares of the Company (other than shares of the same class as the Offered Shares) in respect of which they are registered or unconditionally entitled to be registered as holders)
- Provided that no applicant shall be obliged to take more than the maximum number of Offered Shares specified by him as aforesaid.
- 7.8 The fair value of any shares to be transferred pursuant to the provisions of this Articles shall be such sum as may be agreed in writing between the Proposed Transferor and the Directors within 7 days of the service or deemed service upon the Company of a Transfer Notice in which such shares are comprised or in default of such agreement such sum as a Chartered Accountant appointed in the manner described below ("the Determining Accountant") shall report in writing as being in his opinion the fair value thereof on the basis of a sale as between a willing vendor and a willing purchaser of the entire issued share capital of the Company in the open market and disregarding the fact that the said shares constitute a minority holding of shares in the Company or that the transfer of shares is restricted by these Articles (but taking into account such other factors as the Determining Accountant shall see fit). The

Determined Accountant shall be appointed by agreement between the parties within 7 days following the expiration of the period of 7 days referred to above or, failing agreement, shall be appointed on the application of the Proposed Transferor or the Directors by the President for the time being of the Institute of Chartered Accountants in England and Wales. In so reporting the Determining Accountant shall be deemed to be acting as an expert and not as an arbitrator and the Arbitration Acts 1950-1979 (as amended) shall not apply. His Report shall be in writing addressed and produced to the Proposed Transferor and the Company shall be final and binding. The Directors shall procure that any Report required hereunder is obtained with due expedition and (save as provided in paragraph 7.9 below) the cost of obtaining such Report shall be borne by the Company.

- 7.9 The proposed Transfer shall (save in the case of a Transfer Notice required when given under Article 6.2) have the right within seven days of the date of the Report by the Determining Accountant as to the fair value of the Offered Shares to withdraw the Transfer Notice by giving notice to the Directors in writing that he does not agree such fair value and is not willing to sell the Offered Shares at that price, and in such event he shall be responsible for the said costs and expenses of the Determining Accountant.
- 7.10 Upon receipt of a written application from any member holding shares in the Company, and upon payment by him of the costs thereby incurred, the Directors shall request the Auditors of the Company for the time being to state the sum which in their opinion is the fair value of the share or shares being the subject of such application and such statement shall be certified in writing by the Auditors (acting as experts and not as arbitrators). Any member holding shares in the capital of the Company shall be entitled at any time to make application to the Directors in pursuance of this Article and such application shall not be deemed to constitute a notice of his intention to transfer shares within the meaning of these Articles.

8. Number of Directors

The minimum number of Directors shall be one and there shall be no maximum number. Regulation 64 of Table A shall not apply.

9. Alternate Directors

- 9.1 Any Director (other than an alternate Director) may appoint any other Director, or any other person approved by the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. Save as otherwise provided in these Articles, unless he is already an officer of the Company in his own right, an alternate Director shall not, as such, have any rights other than those mentioned in Sub-Article 10.2 below.
- 9.2 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings and committees of Directors of which his appointor is a member, and to attend, speak and vote at any such meeting at which the Director appointing him is not personally present but it shall not be necessary to give notice of such a meeting to an alternate Director and appointed alternate Director for any other Director entitled to attend and vote at such meeting shall have an additional vote for each of his appointors absent from the meeting. An alternate Director shall not be entitled to receive any remuneration from the Company for his services as an alternate Director.

- 9.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.
- 9.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.
- 9.5 Without prejudice to Sub-Article 9.2 and save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.
- 9.6 Regulations 65 to 69 (inclusive) of Table A shall not apply and Regulation 88 of Table A shall be modified accordingly.

10. Appointment and Retirement of Directors

- 10.1 The Directors of the Company shall not retire by rotation and Regulation 73 to 77 (inclusive) of Table A shall not apply and Regulation 78 shall be modified accordingly.
- 10.2 The Directors shall have power at any time and from time to time to appoint any other person to be a Director of the company either to fill a casual vacancy or as an addition to the Board. Subject to Article 12 a Director may be appointed under this Article to hold office for life or any other period or upon such terms in respect of his retirement as the Directors shall at the time of his appointment determine. Regulation 79 of Table A shall not apply.

11. Disqualification and Removal of Directors

- 11.1 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law from being a Director; or
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- (c) the circumstances specified in Regulation 81(c) of Table A apply to him; or
- (d) he is removed from office by Extraordinary Resolution or pursuant to Section 303 of the Act; or
- (e) he resigns his office by notice to the Company.

Save as expressly above provided Regulation 81 of Table A shall not apply.

- 11.2 No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of 70 years or any other age.

12. Directors' Interests

Provided that a Director declares his interest in a contract or arrangement or proposed contract or arrangement with the Company in manner provided by

Section 317 of the Act he shall be counted in the quorum of any meeting of Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof. Regulation 94 of Table A shall not apply.

13. Borrowing and other powers of Directors

- 13.1 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of the undertaking and assets (present and future) of the Company and (subject to Article 3) 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.
- 13.2 The Directors may sanction the exercise by the Company of all the powers of the Company to make provision for the benefit of persons (including Directors) employed or formerly employed by the Company or any subsidiary of the Company in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or any such subsidiary as are conferred by Sections 659 to 719 of the Act and, subject to such sanction, the Directors may exercise all such powers of the Company.
- 13.3 The Directors shall have power to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefits to or to any person in respect of, any Director or former Director who may hold or have held any executive office or any office of profit under the Company or any subsidiary or holding company of the Company or any subsidiary of such a holding company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such Director ceases to hold office or employment). A Director may vote at a meeting of Directors in respect of any matter referred to in this Article, notwithstanding that he is personally interested in such matter and shall be counted in the quorum present at the meeting. Regulation 87 of Table A shall not apply.

14. Proceedings of Directors

- 14.1 The quorum for the transaction of the business of the directors shall, except when one Director only is in office, be two. A person who holds office as an alternate director shall, if his appointor is not present, be counted in the quorum. When one Director only is in office he shall have and may exercise all the powers and authorities in and over the affairs of the Company as are conferred on the Directors by the Articles. Regulations 89 and 90 of Table A shall not apply.
- 14.2 Unless a majority of the Board agree otherwise in writing in relation to a particular meeting of the Board, not less than 5 clear days prior written notice of any meeting of the Board shall be given to all Directors of the Company.
- 14.3 The Board shall meet not less than twice yearly.
- 14.4 A resolution in writing signed by all the Directors (including a sole Director) entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and,

if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 of Table A shall not apply.

15. Notices

- 15.1 Any notice given to or by any person pursuant to the Articles shall be in writing except that notice calling a meeting of the Directors need not be in writing. Notices may be given to a member by telex as well as sending the same by post or leaving the same at his registered address and any notice given by or on behalf of any person to the Company may be given by leaving the same at or by sending the same by post or telex to the office or such other place as the Directors may appoint. Regulation 111 of Table A shall not apply and Regulation 122 of Table A shall be read accordingly.
- 15.2 A member whose registered address is not within the United Kingdom shall be entitled to have notices given to him at that address. The last sentence of Regulation 112 of Table A shall not apply.
- 15.3 Proof that an envelope containing a notice was properly addressed, prepaid and posted 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 posted if sent within the United Kingdom and at the expiration of five days after posting aforesaid if sent to or from abroad and a notice sent by telex shall be deemed to arrive on the date of despatch. Regulation 115 of Table A shall not apply.

16. Indemnity

In addition to the indemnity contained in Regulation 118 of Table A and subject to the provisions of Section 310 of the Act, every Director, Managing Director, Agent, Auditor, Secretary and other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution of and discharge of the duties of his office.