

Company Number: 3016831

THE COMPANIES ACT 1985 (as amended)

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

Pursuant to Section 381A of the Companies Act 1985
As amended by Section 113 of the Companies Act 1989

of

POWER INNOVATIONS LIMITED

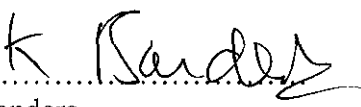
(passed the 15th day of February 2000)

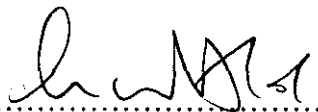
We, being all the members of the above named company entitled to attend and vote at general meetings of the Company hereby (in accordance with the Company's Articles of Association and the Companies Act 1985 (as amended)) resolve in writing as follows and declare that such resolution shall be deemed to be a **special resolution** of the Company:


That the Articles of Association of the Company be replaced in their entirety by the Articles of Association attached to this resolution.

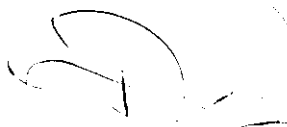
Dated:


Signed by all the members of the Company

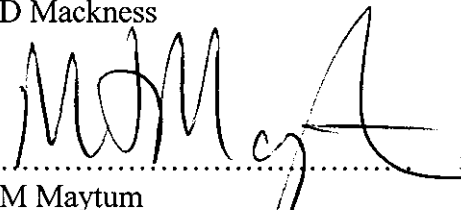

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K J Sanders

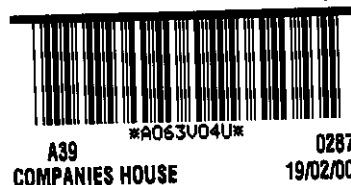

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M Whitlock


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R E Butler


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M D Appleton


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M Maytum



THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
POWER INNOVATIONS LIMITED

(Adopted by Special Resolution passed on 15th February 2000)

1 Preliminary

The regulations contained 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, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to "regulations" are to regulations in the said Table A

2 Private company

The Company is a private company within the meaning of Section 1(3) of the Companies Act 1985

3 Interpretation

- (1) In the first line of regulation 1 after the word "regulations" the words "and in any articles adopting in whole or in part the same" shall be inserted.
- (2) In these Articles;
 - (a) unless the context otherwise requires the following expressions have the following meanings:

""A" Director"	means any director appointed and holding office from time to time pursuant to Article 17(1)
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"Additional Director"	means any director being appointed and holding office pursuant to Article 17(7)
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""A" Shares"	means the "A" Shares of £1 each in the share capital of the Company from time to time
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""C" Director"	means any director appointed and holding office from time to time pursuant to Article 17(2)
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"Controlling Interest"	means an interest (within the meaning of Part I of Schedule 13 to the Act) in any shares in the capital of the Company conferring in the aggregate more than 50 per cent of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company
""C" Shares"	means the "C" Shares of £1 each in the share capital of the Company from time to time
""D" Director"	means any director appointed and holding office from time to time pursuant to Article 17(3)
"deemed transfer notice"	means a transfer notice deemed to be given under any provision of these Articles
""D" Shares"	means the "D" Shares of £1 each in the share capital of the Company from time to time
""E" Director"	means any director appointed and holding office from time to time pursuant to Article 17(4)
""E" Shares"	means the "E" Shares of £1 each in the share capital of the Company from time to time
""F" Director"	means any director appointed and holding office from time to time pursuant to Article 17(5)
""F" Shares"	means the "F" Shares of £1 each in the share capital of the Company from time to time
""G" Director"	means any director appointed and holding office from time to time pursuant to Article 17(6)
""G" Shares"	means the "G" Shares of £1 each in the share capital of the Company from time to time

"Ordinary Shares"	means the "A" Shares, the "C" Shares, the "D" Shares, the "E" Shares, the "F" Shares and the "G" Shares
"paid up"	means, in relation to a share, paid up or credited as paid up
"Relevant Agreement"	means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the members and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles
"Representatives"	means, in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity
"share"	means a share in the capital of the Company of whatever class
"transfer notice"	has the meaning attributed thereto in Article 10(1) and includes, where the context admits, a deemed transfer notice
(b)	words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of adoption of these Articles
(c)	words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa
(d)	references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Article or references to sub-paragraphs of the paragraph in which the reference appears

4 Share capital

The authorised share capital of the Company at the date of adoption of these Articles is £330,000 divided into 74,667 "A" Shares, 37,334 "C" Shares, 37,334 "D" Shares, 37,334 "E" Shares, 37,334 "F" Shares, 42,874 "G" Shares and 63,123 ordinary shares of £1 each. The "A" Shares, the "C" Shares, the "D" Shares, the "E" Shares, the "F" Shares, the "G" Shares and the remaining

ordinary shares of £1 each shall be separate classes of shares and shall carry the respective voting rights and rights to appoint and remove directors and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall rank pari passu

5 Issue of new shares and alteration of capital

- (1) Save with the prior written consent of the holders of the majority of each of five classes of the Ordinary Shares:
 - (a) no shares may be allotted or issued to any person; and
 - (b) the Company shall not exercise any of the powers referred to in regulations 3, 32, 33, 34, 35 and 110
- (2) Subject as aforesaid and subject to Section 80 of the Act all unissued 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 generally on such terms and conditions as they think proper provided that no shares shall be issued at a discount
- (3) Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company

6 Lien

The lien conferred by regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all moneys presently payable by him or his estate to the Company. Regulation 8 shall be modified accordingly

7 Calls

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 of the words "and all expenses that may have been incurred by the Company by reason of non-payment of the call"

8 Transfer of shares

- (1) No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles or any Relevant Agreement) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to paragraph (7) and Article 11):
 - (a) as permitted by Article 9;
 - (b) as permitted by Article 10;
 - (c) as permitted by paragraph (3);
 - (d) pursuant to the acceptance of a written offer as

- mentioned in Article 10(20);
- (e) as permitted by a Relevant Agreement
- (2) If a member at any time attempts to deal with or dispose of a share or any interest therein or right attaching thereto otherwise than as permitted by these Articles he shall be deemed immediately prior to such attempt to have given a transfer notice in respect of such share
- (3) A member may at any time and from time to time create an equitable charge or a floating charge on or over any of the shares registered in his name subject to the following terms and conditions:
- (a) such member shall remain the registered holder of the shares the subject of the charge ("the Charged Shares") and the terms of the charge shall not place the member under any obligation to exercise any of the voting rights attached to the Charged Shares in accordance with the directions or subject to the consent of the person entitled to the charge ("the Chargee") or any other person;
 - (b) in the event that the Chargee shall become entitled to realise his security or otherwise exercise his rights as chargee and seeks to do so, such member shall be deemed to have immediately given a transfer notice in respect of all the Charged Shares;
 - (c) the Chargee shall enter into direct covenants with the Company and the members to give effect to any transfer of the Charged Shares pursuant to paragraph (17)(a) of Article 10 which arises as a result of a deemed transfer notice free from the charge;
 - (d) the Company shall receive the sale proceeds in respect of any transfer as is mentioned in sub-paragraph (c) and shall remit the same to the Chargee (or as he shall direct) against receipt of binding release of the charge and delivery of the certificates relating to the Charged Shares and any transfers thereof executed by the registered holders thereof, but the Company shall not be liable to see to the application of such proceeds
- (4) For the purpose of ensuring that a particular transfer of shares is permitted hereunder the directors may require the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the directors may think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request, the directors shall be entitled to refuse to register the transfer in question
- (5) Where a transfer notice in respect of any share is deemed to have been given under any provision of these Articles or under any Relevant Agreement and the circumstances are such that the directors (as a whole) are unaware of the facts giving rise to the same such transfer notice shall be deemed to have been received by the directors on the date on which the directors (as a whole) actually become aware of such facts and the provisions of Article 10 shall apply accordingly
- (6) A deemed transfer notice shall be deemed not to contain a Total Transfer

Condition (as defined in Article 10) and shall not be revocable

- (7) The directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:
 - (a) of a share on which the Company has a lien;
 - (b) of a share (not being a fully paid share) to a person of whom they shall not approve and shall in any event refuse to register the transfer of a share which is prohibited by any Relevant Agreement. The first sentence of regulation 24 shall not apply
- (8) If a member or any of his Representatives becomes aware of any event which is deemed to give rise to an obligation to serve a transfer notice he shall forthwith give written notice thereof to the directors
- (9) The election by the Representatives of a member to become the registered holders of any share pursuant to regulation 30 shall be permitted by the directors and shall not give rise to any obligation to serve a transfer notice in respect of such share. Regulation 30 shall be modified accordingly
- (10) Whenever a share is transferred to a member holding shares only of another class such first mentioned share shall ipso facto and forthwith be converted into and redesignated as a share of such other class
- (11) Whenever a share is transferred to a person, firm or company not being a member holding shares of another class of Ordinary Shares, such first mentioned share shall ipso facto and forthwith be converted into and redesignated as an ordinary share of £1 ranking pari passu with the other ordinary shares of £1 forming part of the authorised share capital of the Company

9 Permitted transfers

- (1) For the purposes of this Article :
 - (a) "privileged relation" in relation to a member means the spouse (or widow or widower) of the member and the member's lineal descendants and for the purposes aforesaid a step-child or an adopted child or illegitimate child of any member shall be deemed to be a lineal descendant of such member
 - (b) "family trust" means, in relation to a member being an individual or a deceased member, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of (i) that member and/or a privileged relation of that member or (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no

other beneficiaries from time to time except another such charity or charities), and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member or his privileged relations

- (2) A member being an individual (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any shares held by him:
 - (a) to a privileged relation; or
 - (b) to trustees to be held upon a family trust of such member
- (3) Where shares are held by trustees upon a family trust:
 - (a) such shares may on any change of trustees be transferred to the new trustees of that family trust;
 - (b) such shares may at any time be transferred to any person to whom under paragraph (2) the same could have been transferred by the settlor if he had remained the holder thereof;
 - (c) if and whenever any such shares cease to be held upon a family trust (otherwise than in consequence of a transfer authorised by sub-paragraph (b)) or there cease to be any beneficiaries of that family trust other than a charity or charities the trustees shall be deemed immediately to have given a transfer notice in respect of all their relevant shares;
 - (d) for the purposes of this paragraph the expression "relevant shares" means and includes (so far as the same remain from time to time held by the trustees) the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them
- (4) A member may at any time transfer all or any of his shares:
 - (a) to any other member holding shares of the same class; or
 - (b) in the case of a member being a nominee, to the person who is the beneficial owner or to a person to whom the beneficial owner, if he were registered as the holder, would have been entitled to transfer his shares in accordance with this Article; provided that the provisions of this paragraph shall not apply in circumstances where the beneficial ownership of the share in question became vested in the beneficial owner in contravention of any of the provisions of these Articles or any Relevant Agreement
 - (c) to any person with the prior written consent of all the other members
- (5) The Representatives of a member may at any time transfer all or any of the shares to which they are entitled to any person to whom the registered holder would be

permitted to transfer the same under these Articles

- (6) If the Representatives of a member are permitted under these Articles to become registered as the holders of any of such member's shares and elect so to do then such shares may at any time be transferred by those Representatives to any person to whom under this Article the same could have been transferred by such member if he had remained the holder thereof, but no other transfer of such shares by the Representatives shall be permitted under this Article
- (7) Unless all the members otherwise agree, no transfer of any share permitted by this Article shall be made during the active period of any transfer notice or deemed transfer notice in respect of such share (and for this purpose "active period" in respect of a given notice means the period from the time of its service until the time when no member has any further rights or obligations, directly or indirectly, pursuant to that notice)
- (8) Notwithstanding the provisions of Article 9(2) or Article 9(4)(a), no member, who was a member at the date of adoption of these Articles, may (otherwise than on his death) pursuant to the provisions of Article 9(2) or 9(4)(a), transfer (whether by one transaction or an aggregate or series of transactions) 50% or more of the total number of shares issued or transferred to him from time to time

10 Pre-emption rights

- (l) (a) Except for a transfer of shares which is permitted under these Articles as mentioned in Article 8(1), no share shall be transferred until the following conditions of this Article are complied with
- (b) Any member proposing to transfer a share ("the proposing transferor") shall give notice in writing ("transfer notice") to the directors that the proposing transferor desires to transfer such share. In the transfer notice the proposing transferor shall specify:
 - (i) the number and class of shares which the proposing transferor wishes to transfer ("the Transfer Shares") (which may be all or part only of the shares then held by the proposing transferor); and
 - (ii) whether or not the proposing transferor has received an offer from a third party for the Transfer Shares and if so the identity of such third party and the price offered for the Transfer Shares
- (c) A transfer notice shall also state whether the proposing transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold), but in the absence of such a statement the transfer notice shall be deemed not to contain a Total Transfer Condition. Any two or more members shall be entitled to serve a joint transfer notice (meaning a notice signed by each of them specifying the shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this Article take effect as if it were a single transfer notice and the Total Transfer Condition related to all the shares the subject of the joint transfer notice, but the obligations of

those members thereunder or in respect thereof shall be several only in proportion to the number of Transfer Shares which they hold respectively;

- (d) The transfer notice shall constitute the Company (by its board of directors) as the agent of the proposing transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the transfer notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article.
 - (e) In the event that the Transfer Shares comprised in any transfer notice shall comprise more than 50% of the shares in any class of Ordinary Shares, then each of the members holding the remainder of the shares of such class shall be deemed, immediately on the date of such transfer notice, to have given a transfer notice in respect of all the shares of such class as shall, at such date, be registered in his name
- (2) Where a transfer notice is given in respect of more than one class of share it shall be deemed for the purposes of this Article to comprise a number of separate transfer notices, one in respect of each such class. However, where the proposing transferor simultaneously serves transfer notices in respect of more than one class of shares he may stipulate in such notices by reference to this paragraph of this Article that any Total Transfer Condition shall apply to all of such shares and not merely to one class only
 - (3) Within seven days after the receipt of any transfer notice the directors shall serve a copy of that transfer notice on all the members other than the proposing transferor. In the case of a deemed transfer notice the directors shall similarly serve notice on all the members (including the proposing transferor), notifying them that the same has been deemed to have been given, within 3 months after (i) the date of the event giving rise to the deemed transfer notice or (ii) (if later) the date on which the directors (as a whole) actually become aware of such event
 - (4) Subject as provided otherwise in these Articles or in any Relevant Agreement the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per Transfer Share ("the Transfer Price") determined in accordance with paragraph (5)
 - (5) As soon as is reasonably practicable following the end of each financial year of the Company (and no later than 4 months from the end of the relevant financial year) the Company shall use all reasonable endeavours to procure that the auditors for the time being of the Company or such other party as a majority of the directors shall nominate ("the Valuer") shall certify in writing ("the Certificate") such sum as in their opinion is a fair value per share of the Company for the new financial year taking into account, whenever they consider appropriate, the financial results of the Company for the three previous financial years and such Certificate shall be presented by the Valuer to the directors.
 - (6) Within 14 days of the presentation of the Certificate to the directors, the directors shall resolve to accept or reject the certified Transfer Price
 - (7) If the directors resolve to reject the certified Transfer Price or, if the Valuer has not certified the Transfer Price within 4 months of the end of the financial year,

then the determination of the Transfer Price shall be referred to an independent Chartered Accountant of not less than five years' standing who shall be nominated by agreement of the majority of the directors or, failing agreement, nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales ("the Expert"). The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members

- (8) If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price ("the Determination Date") shall be the date on which the directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by the Valuer then the Determination Date shall be the date on which the directors resolve to accept the Transfer Price in the Certificate. The Transfer Price shall apply and remain in force until the Transfer Price is determined for the next financial year in accordance with this Article 10
- (9) The relevant Transfer Price for the purposes of paragraph (21) below is the Transfer Price determined in accordance with paragraph (8) prevailing at the date of the happening of a Relevant Event save that in the event of the happening of a Relevant Event under paragraph (21)(a)(i)(cc) the Transfer Price shall be the lower of the par value of the Transfer Shares and the Transfer Price as determined in accordance with paragraphs (5) to (8). The relevant Transfer Price for the purposes of paragraph (1) is the Transfer Price determined in accordance with paragraph (8) prevailing at the date of receipt of the transfer notice by the directors
- (10) The Company shall inform the members of the Transfer Price within 7 days of the Determination Date.
- (11) The costs and expenses of the Valuer or the Expert in determining the Transfer Price and of his appointment shall be borne by the Company
- (12) Within seven days after the directors receive a transfer notice in accordance with paragraph (1) or a transfer notice is deemed to be given in accordance with paragraph (21), the Transfer Shares shall be offered for purchase at the Transfer Price by the directors to those members who at the date of the offer are registered as the respective holders of shares of the same class as the Transfer Shares (other than (a) the proposing transferor and (b) any member to whom under Article 11 shares may not be transferred) in proportion to the number of shares of that class then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares; (b) the number of Transfer Shares offered to the member ("Pro-Rata Entitlement"); (c) whether or not the transfer notice contained a Total Transfer Condition and (d) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his Pro-Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase. Upon the expiry of the said offer period, the directors shall allocate the Transfer Shares in the following manner:
 - (a) to each member who has agreed to purchase shares, his Pro-Rata

Entitlement or such lesser number of Transfer Shares for which he may have applied;

- (b) if any member has applied for less than his Pro-Rata Entitlement, the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares of the class then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this paragraph (b) without taking account of any member whose application has already been satisfied in full
- (13)
 - (a) If and to the extent that the Transfer Shares are not accepted by a member or members holding shares of the same class as the Transfer Shares pursuant to paragraph (12) within the time therein provided for acceptance or if there are no other holders of shares of that class, the directors shall (in the former case) within seven days after the expiration of such time as aforesaid (and in the latter case) immediately, offer the Transfer Shares or so many thereof as have not been accepted as aforesaid (as the case may be) to members holding shares of the other class or classes (other than any member to whom under Article 11 shares may not be transferred) and the provisions of paragraph (12) shall apply *mutatis mutandis* to such offer (save that in the case of competition the Transfer Shares shall be sold to the acceptors in proportion to the aggregate nominal value of the shares then held by each of them respectively);
 - (b) If and to the extent that the Transfer Shares are not accepted by a member or members pursuant to sub-paragraph (a) within the time therein provided for acceptance, the directors shall within seven days after expiration of such time as aforesaid offer so many of the Transfer Shares as have not been accepted as aforesaid to members who have accepted the offer to purchase Transfer Shares and the provisions of paragraph (12) shall apply *mutatis mutandis* to such offer (save that in the case of competition the Transfer Shares shall be sold to the acceptors in proportion to the aggregate nominal value of the shares then held by each of them respectively)
- (14) If any of the Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit
- (15) If the transfer notice in question contained a Total Transfer Condition then no offer of Transfer Shares made by the directors pursuant to this Article shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the members (or any of them). If by the foregoing procedure the directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor and none of the Transfer Shares will be sold to the members (except as mentioned below) pursuant to this Article. The proposing transferor may within a period of 3 months after the date of the directors' said

notice sell all (but not some only) of the Transfer Shares to any person or persons (including any member) at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution to be retained by the proposing transferor)

- (16) If, by the foregoing procedure, the directors shall receive acceptances in respect of all the Transfer Shares the directors shall forthwith give notice in writing as hereinafter mentioned to the proposing transferor and to the member or members who have agreed to purchase the same ("purchaser" or "purchasers") and the proposing transferor shall thereupon become bound upon payment of the Transfer Price to the proposing transferor (whose receipt shall be a good discharge to the purchaser, the Company and the directors therefor none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the directors for the completion of the purchase (being not less than seven days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors
- (17) If the transfer notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the directors shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the proposing transferor, and the proposing transferor:
- (a) shall thereupon become bound upon payment of the Transfer Price to transfer to each purchaser (if any) those Transfer Shares accepted by him and the provisions of paragraph (16) shall apply mutatis mutandis thereto
 - (b) may within a period of 3 months after the date of the directors' said notice sell all or any of those Transfer Shares which have not been accepted as aforesaid to any person or persons (including any member) at any price which is not less than the Transfer Price (after deducting, where appropriate, the amount of any net dividend or other distribution to be retained by the proposing transferor)
- (18) If a proposing transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same the directors may authorise some person (who is (as security for the performance of the proposing transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the proposing transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the proposing transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the proposing transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be

bound to see to the application thereof, and after the name of the transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person

- (19) Without prejudice to the generality of Article 8(4), the directors may require to be satisfied that any shares being transferred by the proposing transferor pursuant to either paragraph (15) or paragraph (17)(b) are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and if not so satisfied may refuse to register the instrument of transfer
- (20) Notwithstanding the provisions of paragraphs (15) and (17)(b), no transfer of any shares shall be made by the proposing transferor pursuant to either of those paragraphs or registered without the previous consent in writing of the holders of a majority of each class of shares if it would result in a person or persons who was or were not a member or members of the Company on the date of adoption of these Articles (and any person or persons acting in concert (within the meaning of the City Code on Take-overs and Mergers) with him or them) obtaining direct or indirect control of a Controlling Interest unless, before the transfer is made, the proposed transferee(s) ("Buyer") make(s) a written offer (open for acceptance in England for a period of at least 30 days from its delivery, which shall be made personally on each of the members) to all the members to purchase all the shares in the capital of the Company then in issue (at the same time and on the same terms and conditions for each member) at a price per share not less than the Transfer Price. Such offer shall not be made conditional upon all or any proportion of the members accepting it and shall be on terms that it may be accepted by each member in respect of the whole or any part of his holding of shares. No member (including the proposing transferor) shall complete any sale of shares to the Buyer unless the Buyer completes the purchase of all the shares agreed to be sold simultaneously
- (21) (a) In this paragraph a "Relevant Event" means:
 - (i) in relation to a member being an individual:
 - (aa) such member being adjudicated bankrupt; or
 - (bb) such member dying or retiring on reaching the age of 65 or as a result of ill-health; or
 - (cc) such member ceasing to be connected with the Company (otherwise than by reason of an event in (bb) above); and for these purposes an individual shall be treated as connected with the Company if but only if and so long as he is a director or employee thereof;
 - (ii) making any voluntary arrangement or composition with his creditors;
- (b) Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a transfer notice in respect of all the shares as shall then be registered in the name of such member

- (c) If a Relevant Event happens in respect of an individual, being a person who has transferred shares pursuant to Article 9(2), or if the transfer of such shares has been to a privileged relation and such transferee ceases to be a privileged relation, then in each such case the directors shall be entitled (but not obliged) to resolve that any member who has acquired shares from that person pursuant to Article 9(2) or 9(3) (whether directly or by a series of transfers) shall be deemed to have given a transfer notice in respect of all the shares as shall then be registered in the name of such member. Any such resolution, to be effective for the purpose, must be passed within 3 months after (i) the date of the event in question or (ii) (if later) the date on which the directors (as a whole) actually become aware of such event, but for the purposes of paragraph (3) the directors shall serve the notice therein specified within seven days of the passing of their resolution.
- (22) An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance
- (23) The provisions of this Article may be waived in whole or in part in any particular case with the prior written consent of all the members
- (24) If, under any of the provisions of this Article, any members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser then as between such members each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such member at the date of the relevant nomination bore to the total number of shares then held by all such members

11 Prohibited transfers

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any infant, bankrupt or person of unsound mind

12 Proceedings at general meetings

- (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Three members present in person or by proxy shall be a quorum. Regulation 40 shall not apply
- (2) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon 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 all the members may agree in writing). If at any adjourned meeting such a quorum is not present within half an hour from the time appointed for the adjourned meeting any three members present in person or by proxy shall be a quorum. Regulation 41 shall not apply
- (3) In regulation 44 the words "the class of shares the holders of which appointed him

as director" shall be substituted for the words "any class of shares in the company"

- (4) At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly
- (5) An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative
- (6) The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting
- (7) The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply
- (8) Except with the prior written agreement of all the other members, no member who has agreed to cast any of the voting rights exercisable in respect of any of the shares held by him in accordance with the directions, or subject to the consent of, any other person (including another member) shall be entitled during the relevant period (as hereinafter defined) to exercise any of the voting rights attached to any of the shares registered in his name from time to time or to be present or reckoned in a quorum at any general meeting and any resolution passed at any such meeting during the relevant period which would not have been passed but for the vote(s) of such member cast in contravention of the provisions of this paragraph shall be null and void and of no effect

For the purposes of this paragraph:

- (a) "relevant period" means the period from, and including, the date on which the member in question first agreed to cast the said voting rights in accordance with the directions, or subject to the consent of, the other person up to, and including, the date on which the transaction or arrangement which gave rise to that agreement is annulled or terminated
- (b) any member who has assigned the beneficial interest in, or created any charge or other security interest over any share to or in favour of any other person shall be deemed, in the absence of clear evidence to the contrary, to have agreed to exercise the voting rights attached to that share in accordance with the directions of that other person

The provisions of this paragraph shall not apply to a share held by trustees upon a family trust (as defined in Article 9) in circumstances where the trustees are acting solely in accordance with the directions of the beneficiaries under such trust

- 13 Any written resolution of the members may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

14 • Votes of members

- (1) Subject as provided below in this paragraph and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every share of which he is the holder; Provided that no shares of any class shall confer any right to vote upon a resolution for the removal from office of a director appointed, pursuant to Article 17(1) to (6), by holders of shares of any other classes save where a majority of each class of shares, excluding the class of shares that has appointed such director proposed to be removed, agree to vote in favour of the resolution
- (2) Regulation 54 shall not apply

15 Alternate directors

- (1) Any director (other than an alternate director) may at any time appoint any person who is an "A" Director, a "C" Director, a "D" Director, an "E" Director, an "F" Director or a "G" Director to be an alternate director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected in like manner as provided in Article 17(8). The same person may be appointed as the alternate director of more than one director
- (2) 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 to be a director
- (3) An alternate director shall be entitled to receive notices of meeting of the directors and of any committee of the directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the relevant class. It shall not be necessary to give notices of meetings to an alternate director who is absent from the United Kingdom. If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time 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. 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
- (4) An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions 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

- (5) Regulations 65 to 69 shall not apply

16 Delegation of directors' powers

The holders of a majority of the shares may at any time and from time to time revoke all or any of the powers delegated to a managing director or other executive director pursuant to regulation 72 by notice in writing in like manner as provided in Article 17(8). Unless otherwise approved by the holders of the majority of each of five classes of the Ordinary Shares, powers of the directors may not be delegated to any committee. Regulation 72 shall be modified accordingly

17 Appointment and retirement of directors

- (1) The holders of a majority of the "A" Shares shall be entitled by notice in writing to the Company to appoint a director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an "A" Director
- (2) The holders of a majority of the "C" Shares shall be entitled by notice in writing to the Company to appoint a director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be a "C" Director
- (3) The holders of a majority of the "D" Shares shall be entitled by notice in writing to the Company to appoint a director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be a "D" Director
- (4) The holders of a majority of the "E" Shares shall be entitled by notice in writing to the Company to appoint a director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an "E" Director
- (5) The holders of a majority of the "F" Shares shall be entitled by notice in writing to the Company to appoint a director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be an "F" Director
- (6) The holders of a majority of the "G" Shares shall be entitled by notice in writing to the Company to appoint a director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be a "G" Director
- (7) The directors may by resolution appoint one or more additional directors and any

such additional director may be removed by notice in writing to that effect being given to the Company by the holders of a majority of the shares. Any director so appointed shall be an Additional Director

- (8) A notice of appointment or removal of a director pursuant to this Article shall take effect upon lodgment at the office or on delivery to a meeting of the directors or on delivery to the secretary
- (9) Every director appointed pursuant to this Article shall hold office until he is either removed in manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 20) and neither the Company in general meeting nor the directors shall have power to fill any such vacancy
- (10) Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine

18 The directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded

19 No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply

20 Disqualification and removal of directors

Regulation 81 shall be modified by deleting paragraph (e) thereof. The office of a director shall also be vacated if he shall be removed from office as herein before provided

21 Remuneration of directors

In Regulation 82, the word "special" shall be substituted for the word "ordinary"

22 Pensions

The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits 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 of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply

23 Proceedings of directors

The quorum for the transaction of the business of the directors shall be four. The quorum for the transaction of the business of any committee of the directors permitted to act pursuant to the provisions of Articles 16 shall be two. In the event that at any duly convened meeting of the

directors or of any committee of the directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place and at such adjourned meeting the quorum shall be any four directors

- 24** The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly
- 25**
- (1) Unless otherwise agreed in writing by a majority of the directors in any particular case, at least 14 clear days' notice in writing shall be given to each director of every meeting of the directors, except any absent from the United Kingdom from time to time who have (a) (in the case of a director) nominated an alternate or (b) failed to furnish the Company with an address abroad to which such notices may be forwarded. The third sentence of regulation 88 shall not apply to the Company
 - (2) Regulation 111 shall be read as if the words "except that a notice calling a meeting of the directors need not be in writing" were deleted therefrom
 - (3) Each such notice shall (a) be sent to the address notified from time to time by each director to the secretary (or, if there is none at that time, the chairman) as his address for the service of such notices (or if no address has been so supplied, to his last known address); (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting; (c) be accompanied by any relevant papers for discussion at such meeting; and (d) if sent to an address outside the United Kingdom, be sent by courier telex or facsimile transmission
 - (4) Save as provided in paragraph (3), any such notice may be delivered personally or by first class prepaid letter and shall be deemed to have been served if by delivery when delivered and if by first class letter 48 hours after posting
 - (5) Except as may be agreed by a majority of the directors in any particular case, no business or resolution shall be transacted or passed at any meeting of the directors except as was fairly disclosed in the agenda for such meeting
 - (6) Attendance by a director at any meeting of the directors may (if personal attendance is not reasonably possible) be by way of continuous conference telephone attendance or in such other manner as the directors may from time to time unanimously approve
- 26** Appropriate complete minutes of each meeting of the directors shall be maintained by the Company and copies thereof distributed to the directors as soon as reasonably practicable after the meeting shall have been held
- 27** A director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof. Regulations 94 to 97 shall not apply

28 - Borrowing powers

The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party

29 Accounts and information

Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the chairman). The Company shall give each such member all such facilities as he may reasonably require for such purposes including the use of copying facilities. The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid. Regulation 109 shall not apply

30 Notices

A notice sent by post shall be deemed to be given at the time when the same was posted. The second sentence of regulation 115 shall not apply

31 Indemnity and insurance

- (1) Subject to the provisions of and so far as may be permitted by law, every 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 including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply
- (2) The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

32 Overriding provisions

- (1) Notwithstanding the provisions of these Articles the directors shall be obliged, so far as may be permitted by law, to act in all respects in accordance with and give effect to any Relevant Agreement
- (2) Where the approval, agreement or consent of any member or director is required under any provision of these Articles to any particular matter, such approval,

agreement or consent may be given subject to such terms and conditions as that member or director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles

33 Representatives

These Articles shall be binding upon and (except as otherwise provided herein) shall enure for the benefit of each member's Representatives

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