

Company No. 3046028

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

of

of the sole member of

VIRGIN BRIDE LIMITED

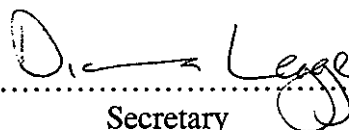
Passed on 25 February 1997

On 25 February 1997 the following Resolution was duly passed as a Written Resolution of the sole member of the Company entitled to attend and vote at General Meetings:-

RESOLUTION

THAT:

The regulations contained in the document produced to the Meeting and signed for identification by S Murphy be adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association.


.....

Secretary
Diana Legge



STPM



VIRGIN BRIDE LIMITED

ARTICLES OF ASSOCIATION

Mishcon de Reya
21 Southampton Row
London WC1B 5HS

Ref: JRB/AG

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
of
VIRGIN BRIDE LIMITED

(Adopted by Written Resolution passed on 25 February 1997)

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended prior to the date of adoption of these Articles) 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.

PRIVATE COMPANY

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

INTERPRETATION

3. (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:
"deemed transfer notice" means a transfer notice deemed to be given under any provision of these Articles;
"paid up" means, in relation to a share, paid up or credited as paid up;

"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 8(1) and includes, where the context admits, a deemed transfer notice;

"Virgin Shareholders" means any holder(s) of shares in the capital of the Company who is Virgin Management Limited, or any other Virgin Shareholders' Associate;

"Virgin Shareholders' Associate" means:-

- (i) Richard Branson and/or Trevor Abbott together with the trustees of any settlement created by such individuals or Simon Draper;
 - (ii) any spouse of the individuals specified in (i) above, or any child or remoter issue of the individuals' grandparents;
 - (iii) the trustee or trustees for the time being of any settlement made by any person mentioned in (ii) above;
 - (iv) any personal representative of any of the individuals specified in (i) above;
 - (v) any person acting as bare nominee for an individual or any of the persons referred to in (i) to (iv) inclusive above; or
 - (vi) any body corporate, partnership or unincorporated association which is wholly-owned by any of the Virgin Shareholders themselves or together with any other person mentioned in (i) to (v) inclusive above.
- (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) unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender and words importing persons or members include bodies corporate and unincorporate; 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;

- (e) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted;
- (f) the headings shall not affect interpretation.

SHARE CAPITAL

- 4. The authorised share capital of the Company at the date of adoption of these Articles is £1000 divided into 1000 Ordinary Shares of £1 each.

ISSUE OF NEW SHARES

- 5.
 - (1) The authorised and issued share capital of the Company shall consist only of Ordinary Shares.
 - (2) 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.

LIEN

- 6. 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.

TRANSFER OF SHARES

- 7. The following provisions as to the transfer of shares should apply.
 - (1) No member shall dispose of any interest in, or right attaching to, 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 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 Article 7(8)):-

- (a) as permitted by Article 7(3);
 - (b) as permitted by Article 7(4);
 - (c) as permitted by Article 7(5);
 - (d) as permitted by Article 9.
- (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; or 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 given immediately 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 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 made pursuant to Article 7(3) and shall remit the same to the Chargee (or as he shall direct) against receipt of a 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) A member may at any time and from time to time transfer any shares to another member on such terms as they agree.
- (5) Any Virgin Shareholder may at any time and from time to time transfer shares to any Virgin Shareholders' Associate.
- (6) 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.

- (7) Where a transfer notice in respect of any share is deemed to have been given under any provision of these Articles 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 8 shall apply accordingly.
- (8) 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.
- (9) If a member 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.
- (10) A deemed transfer notice shall be deemed to contain a Total Transfer Condition (as defined in Article 8(1)(c))

PRE-EMPTION RIGHTS

8. (1) (a) Except for a transfer of shares which is permitted under these Articles as mentioned in Article 7(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 be obliged to give notice in writing ("transfer notice") to the directors that the proposing transferor desires to transfer any shares then held by him. In the transfer notice the proposing transferor shall specify:-
- (i) the number and class of shares which the proposing transferor desires to transfer (the "Transfer Shares");
 - (ii) the price at which the proposing transferor wishes to sell the Transfer Shares and the identity of any person who has indicated a willingness to purchase the Transfer Shares at such price.
- (c) A transfer notice shall be deemed to contain a condition ("Total Transfer Condition") that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article none shall be so sold. Any two or more members holding shares of the same class shall be entitled to serve a joint transfer notice (meaning a notice signed by each of them specifying the shares of the same class 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. Once given a transfer notice may not be revoked save with the prior written consent of all the other members.
- (2) Within seven days after the receipt of a 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 actually become aware of such event.
- (3) Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price (the "Prescribed Price") determined in accordance with Article 8(4).
- (4) The Prescribed Price shall be such price as shall be agreed in writing between all the members entitled to purchase the Transfer Shares and the proposing transferor or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notice pursuant to Article 8(2), the Prescribed Price will be determined by an expert (the "Expert") who shall be a merchant bank nominated by agreement between all the members entitled to purchase the Transfer Shares or failing such nomination within 14 days after the request of any member to the others therefor shall be a merchant bank nominated at the request of any member by the President from time to time of the Institute of Chartered Accountants in England and Wales (or, if he is not available, the next most senior officer). The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members save in the case of manifest error.
- (5) The Expert will determine what in his professional opinion is the open market value of the Transfer Shares as at the date of the transfer notice on the following assumptions and bases:-
 - (a) valuing the Transfer Shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - (b) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (c) that the Transfer Shares are capable of being transferred without restriction;

- (d) valuing the Transfer Shares as a rateable proportion of the total value of all the issued shares of the Company, which value shall be calculated as at the date when the transfer notice was served (or deemed to have been served).

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.

The Company will use its best endeavours to procure that the Expert determines the Prescribed Price within 21 days of being requested to do so.

- (6) If the determination of the Prescribed Price is referred to the Expert the date of determination of the Prescribed Price (the "Determination Date") shall be the date on which the directors receive the Expert's determination of the Prescribed Price in writing. If the Prescribed Price is determined by written agreement between all the members who are entitled to purchase the shares then the Determination Date shall be the date on which such agreement is made.
- (7) The costs and expenses of the Expert in determining the Prescribed Price and of his appointment shall be borne as to one half by the proposing transferor and as to the other half by the purchasers (as hereinafter defined) pro-rata according to the number of Transfer Shares purchased by them unless none of the Transfer Shares are purchased by the members or any person or persons nominated pursuant to Article 8(10) pursuant to this Article in which event the proposing transferor shall pay all of such costs and expenses. In the case of default by any person in paying his due proportion of such costs and expenses any of the other contributors or (if the proposing transferor is solely responsible for such costs and expenses) the Company may pay such sum in his stead and any payment made in so doing shall be recoverable from the defaulter as a debt payable on demand.
- (8) Within 7 days after the Determination Date the Transfer Shares shall be offered for purchase at the Prescribed Price by the directors to those shareholders of the Company 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(s); (b) any member to whom under the Articles shares may not be transferred and (c) any other person who has by the relevant date given (or deemed to have given) a Transfer Notice in respect of their shares) in proportion to the number of shares 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) that the transfer notice is deemed to contain 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. 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 re-applying this Article 8(8)(b) without taking account of any member whose application has already been satisfied in full.
- (9) If any of the Transfer Shares shall not be capable of being offered or allotted 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.
- (10) If by the foregoing procedure the directors shall not receive acceptances from members in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to all the members, whereupon the holders of at least three-quarters in nominal value of the issued shares of the Company shall be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the directors signed by each such holder or on his behalf and which may consist of several notices in the like form) any person or persons (whether or not a member) who has expressed his willingness in writing to purchase all or any of those Transfer Shares in respect of which acceptances have not been received at the Prescribed Price as the purchaser(s) of all or any of those Transfer Shares (and the directors shall be deemed to have made offers of such shares accordingly); Provided that if any such nominated purchaser shall fail to complete any such purchase in accordance with this Article or to perform or discharge any of his other obligations hereunder the members (other than those who did not sign the aforesaid notice(s)) shall be jointly and severally liable to complete such purchase in place of that nominated purchaser and to perform and discharge all his other obligations relating thereto.
- (11) 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. If by the foregoing procedure the directors shall not receive acceptances in respect of all 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 none of the Transfer Shares will be sold to the members (or any person or persons nominated pursuant to Article 8(10)) pursuant to this Article. Subject as provided below, the proposing transferor may within a period of 6 months after the date of the directors' said notice sell all (but not some only) of the Transfer Shares to any person at any price which is not less than the Prescribed Price (after deducting, where appropriate, any net dividend or other distribution to be retained by the proposing transferor).
- (12) If, by the foregoing procedure, the directors shall receive acceptances (or nominations) in respect of all of 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 (or to the person or persons nominated pursuant to Article 8(10)) ("purchaser" or "purchasers") and the proposing transferor shall thereupon

become bound upon payment of the Prescribed 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 7 days nor more than 14 days after the date of the said notice). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors.

- (13) 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.

9. (1) Notwithstanding the provision of paragraphs (11) and (12) of Article 8, no transfer of any shares to a party who is not a party to whom such shares may be transferred pursuant to Article 7(1) shall be made by the proposing transferor pursuant to either of those paragraphs or registered without the previous consent in writing of the other members if such transfer would result in the proposing transferor (together with any person or persons acting in concert with him within the meaning of the edition of the City Code on Take-overs and Mergers current at the date of adoption of these Articles) no longer holding a Controlling Interest (as such term is defined below) 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 Prescribed Price. 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.

- (2) "Controlling Interest" for the purposes of this Article 9 shall mean an interest (within the meaning of Part I of Schedule 13 to the Companies Act

1985) in any shares in the capital of the Company conferring in 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.

PROHIBITED TRANSFERS

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

PROCEEDINGS AT GENERAL MEETINGS

11. (1) Two members present in person or by proxy shall be a quorum.
- (2) Regulation 41 shall be read as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefor, or if during the meeting a quorum ceases to be present, such adjourned meeting shall be dissolved" were added at the end thereof.
- (3) In regulation 44 the words "of 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) 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.
- (5) 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.
- (6) The chairman of a general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply.
12. Any written resolution of the members or a class of 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.

VOTES OF MEMBERS

13. (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 if at any meeting any holder of shares is not present in person or by proxy the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy shall be pro tanto increased

(fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present in person.

- (2) Regulation 54 shall not apply.

ALTERNATE DIRECTORS

14. (1) Any director (other than an alternate director) may at any time appoint any person (including another 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 16(1). 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 meetings 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 he 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 an 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.

DELEGATION OF DIRECTORS' POWERS

15. The holders of a majority of 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 16(1). Regulation 72 shall be modified accordingly.

APPOINTMENT AND RETIREMENT OF DIRECTORS

16. (1) 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.
- (2) 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 19) and neither the Company in general meeting nor the directors shall have power to fill any such vacancy.
- (3) 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.
17. 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.
18. No director shall be appointed otherwise than as provided in these Articles. Regulations 76 to 80 shall not apply.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

19. 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 hereinbefore provided.

REMUNERATION OF DIRECTORS

20. The ordinary remuneration of the directors shall from time to time be determined by a special resolution of the Company, and shall (unless such resolution otherwise provides) be divisible among the directors as they may agree, or, failing agreement, equally, except that any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to rank in such division for a proportion of remuneration related to the period during which he has held office. Regulation 82 shall not apply.

PENSIONS

21. 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.

PROCEEDINGS OF DIRECTORS

22. Without prejudice to the first sentence of regulation 88 of Table A, a meeting of the directors or of a committee of the directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles and in Table A shall be construed accordingly.
23. All business arising at any meeting of the directors or of any committee of the directors shall be determined only by resolution passed by a majority of votes. In the case of an equality of votes, the chairman shall have a second or casting vote.
24. 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.
25. 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.

BORROWING POWERS

26. 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 collateral security for any debt, liability or obligation of the Company or of any third party.

ACCOUNTS AND INFORMATION

27. 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.

NOTICES

28. 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.

INDEMNITY AND INSURANCE

29. (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.

OVERRIDING PROVISIONS

30. 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.

REPRESENTATIVES

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