

The Companies Act 1985

ARTICLES OF ASSOCIATION

- of -

MUTANDERIS (243) LIMITED

(adopted by Special Resolution of the
Company dated 29th February 1996)

PRELIMINARY

- 1.(a) The Company is a private company. The regulations contained in Table A, save insofar as they are excluded or varied hereby, or are inconsistent herewith, and the regulations hereinafter contained shall constitute the regulations of the Company.
- (b) Regulations 46, 48-52 inclusive, 54, 59, 73-80 inclusive, 83, 91, 94-96 inclusive and 109 of Table A shall not apply to the Company.

INTERPRETATION

2. The words "and in any Articles adopting in whole or in part the same" shall be inserted after the word "regulations" in the first, seventeenth and nineteenth lines of regulation 1 of Table A.
3. In this Article and in the regulations contained in Table A as adopted and modified by these Articles:-
 - (a) Unless the context otherwise requires the following expressions have the following meanings:-

"acting in concert"	- means acting in concert as that term is defined in the City Code on Takeovers and Mergers in its latest edition from time to time;
"Controlling Interest"	- means an interest (within the meaning of Schedule 13 Part I and Section 324 of the Act) in shares conferring in the aggregate more than fifty percent of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue and conferring the right to vote at all general meetings;
"Exit"	- the first to occur of a Sale and a Flotation;
"Flotation"	- the effective admission of any part of the equity share capital of the Company to the official list of the London Stock Exchange or the grant of effective permission by the London Stock Exchange for dealings to take place in the same on the Alternative Investment Market or the commencement of dealings in the same on any other recognised investment exchange (as defined in Section 207 of the Financial Services Act 1986) (whichever is the earlier);



"Flotation Value"	<ul style="list-style-type: none"> - means the aggregate market value of the ordinary share capital of the Company allotted or in issue at the time of Flotation: <ul style="list-style-type: none"> (a) assuming that there have been exercised in full all rights of any person (whether or not then exercisable) to call for the allotment or issue of shares of the Company; and (b) excluding any new shares which are to be or have been newly subscribed in order to raise additional capital as part of that Flotation determined by reference to the price at which the ordinary share the subject of the Flotation are to be issued or placed
"Founder Shares"	<ul style="list-style-type: none"> - means the 60,000 founder ordinary shares of 10p each in the capital of the Company
"Founder Share Cost"	<ul style="list-style-type: none"> - means the aggregate subscription price (including any premiums) paid up on the relevant Founder Shares
"Founder Share Receipts"	<ul style="list-style-type: none"> - means distributions of capital and income (including the amount of any distribution proposed which is subsequently declared or paid) by the Company to the holders of Founder Shares in their capacity as such, including any tax credit in respect thereof
"member"	<ul style="list-style-type: none"> - means a holder of an ordinary share
"Loan Stock"	<ul style="list-style-type: none"> - means 10% Subordinated Unsecured Loan Notes issued pursuant to a Deed of Instrument dated 29th February 1996
"ordinary shares"	<ul style="list-style-type: none"> - means the Preferred Shares, the Founder Shares and the Ordinary Shares;
"Ordinary Shares"	<ul style="list-style-type: none"> - means the 48,000 ordinary shares of 10p each in the capital of the Company;
"paid up"	<ul style="list-style-type: none"> - means in relation to a share that such share is paid up or credited as paid up
"Preferred Investment Costs"	<ul style="list-style-type: none"> - means the aggregate of: <ul style="list-style-type: none"> (i) principal sums subscribed for the Loan Stock; (ii) interest accrued from time to time on unredeemed Loan Stock; and (iii) the Preferred Share Cost provided that the Preferred Investment Costs shall for the purposes of Article 5.2(A)(ii) be regarded as adjusted by excluding (iii) or reducing the amount thereof if and to the extent that the Founder Shares become paid up;

"Preferred Investment Receipts"	- means the aggregate of: (i) Preferred Share Receipts; (ii) all sums paid to holders of Loan Stock on redemption of the Loan Stock; and (iii) all payments of interest to holders of Loan Stock on the Loan Stock including any tax credit in respect thereof
"Preferred Share Cost"	- means the aggregate subscription price (including share premium) paid up upon the Preferred Shares
"Preferred Share Receipts"	- means distributions of capital and income (including the amount of any distribution proposed which is subsequently declared and paid) by the Company to the holders of the Preferred Shares in their capacity as such together including any tax credit in respect of such payments;
"Preferred Shares"	- means the 192,000 preferred ordinary shares of 10p each in the capital of the Company
"relevant securities"	- has the meaning ascribed to it by Section 80(2) of The Act
"Sale"	- means: (i) the sale to a single purchaser (or to one or more purchasers as part of a single transaction) of ordinary shares constituting a Controlling Interest; or (ii) the acquisition (whether or not as part of a single transaction) of ordinary shares constituting a Controlling Interest by any person or by any group of persons who are connected persons of each other or persons acting in concert and who did not previously hold a Controlling Interest;
"Sale Value"	- means the aggregate price per share payable under the terms of a Sale for the shares which are the subject of the Sale including the value of any consideration then satisfied otherwise than in cash multiplied by the total number of ordinary shares of the Company allotted or in issue at the time of sale assuming that they have been exercised in full or rights of any person (whether or not then exercisable) or to call for the allotment or issue of Shares in the Company
"share"	- means a share in the capital of the Company of whatever class
"Table A"	- means Table A as prescribed by the Companies (Tables A to F) Regulations 1985 (S.I. 1985 No. 805) amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No. 1052)

- "The Act" - means the Companies Act 1985 as may be supplemented and/or amended by the Companies Act 1989 and as may be further supplemented and/or amended
- "Transfer Notice" - means a transfer notice given under any provision of these Articles
- (b) words importing the singular number shall include the plural and vice versa words importing the masculine shall include the feminine and neuter and vice versa and words importing persons shall include bodies corporate, unincorporated associations and partnerships.
- (c) references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Articles or references to sub-paragraphs of the paragraph in which the reference appears.
4. A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the regulations of Table A or these Articles.

SHARE CAPITAL AND RIGHTS

5.1 Authorised Capital

The authorised share capital of the Company at the date of adoption of these Articles is £30,000 divided into

- (i) 60,000 Founder Shares of 10p each
- (ii) 192,000 Preferred Shares of 10p each
- (iii) 48,000 Ordinary Shares of 10p each

such shares being subject to such special restrictions and carrying such rights as are set out in the Articles

5.2 Participation

(A) Income Rights

- (i) Subject to Article 5.2(A)(ii) until such time as the Preferred Investment Receipts equal the Preferred Investment Costs the holders of the Preferred Shares shall be entitled to receive in priority to any payment by way of dividend to the holders of any other class of shares all sums paid by way of distribution of income
- (ii) Following such time as the aggregate of Preferred Investment Receipts equals the Preferred Investment Costs (if appropriate as adjusted) the Founder Shares shall be entitled to receive payments by way of dividend *pari passu* with the holders of the Preferred Shares in priority to any payment by way of dividend to the holders of any other class of shares and any sums proposed to be distributions as the income of the Company.
- (iii) The holders of the Ordinary Shares shall be entitled to participate in payments by way of dividend *pari passu* with the Preferred and Founder Shares following such time as the aggregate of the Preferred Investment Receipts equals the Preferred Investment Costs.

and accordingly Regulation 104 of Table A shall not apply

(B) Capital Rights

On the return of assets on liquidation or otherwise the assets of the Company remaining after payments of its debts and liabilities and available for distribution to holders of shares shall be applied in the following manner:

- (i) First in paying to the holders of the Preferred Shares the amount (if any) by which the Preferred Investment Cost exceed the Preferred Investment Receipts;
- (ii) Secondly in paying to the holders of the Founder Shares the amount (if any) by which the Founder Share Cost exceed the Founder Share Receipts;
- (iii) Thirdly in paying the balance thereof to the holders of ordinary shares *pari passu* as if the same were one and the same class of shares *pro rata* to the number of ordinary shares respectively held by them

5.3 Rights on Exit

(A) Sale

If the Exit is a Sale the Sale Value shall (notwithstanding anything agreed with the purchaser or purchasers in connection with the Sale) be divided (and/or attributed to any ordinary shares retained by members after completion of the sale) between the holders of the ordinary shares in the following order:

- (i) first to holders of the Preferred Shareholders an amount equal to the amount by which the Preferred Share Cost exceeds the Preferred Share Receipts;
- (ii) next to the holders of the Founder Shareholders an amount equal to the amount (if any) by which the Founder Share Cost exceeds the Founder Share Receipts; and
- (iii) thereafter to all the holders of ordinary shares *pro rata* as if a single class

(B) Flotation

If the Exit is a Flotation the Flotation Value shall be treated as allocated so as:

- (i) first to give to the holders of the Preferred Shares an amount of the Flotation Value equal to the amount by which the Preferred Share Cost exceeds the Preferred Share Receipts;
- (ii) next to give to the holders of the Founder Shares an amount of the Flotation Value equal to the amount (if any) by which the Founder Share Cost exceeds the Founder Share Receipts
- (iii) then to give to all the holders of ordinary shares the remainder of the Flotation Value *pro rata* as if a single class and all had been sold as a single class for a price equal to the Flotation value and apportioned in a Sale as provided in the preceding article.

For these purposes prior to and conditional upon Flotation the Directors shall notwithstanding the provisions of any articles adopted or proposed to be adopted in anticipation of or conditionally upon Flotation effect (as they so determine) the

issue of such new shares credited as fully paid by way of bonus or adjust any bonus entitlements or any conversion formula otherwise approved or determined to or in favour of the holders of the Preferred Shares so as shall result in the Flotation Value being duly apportioned in accordance with this paragraph

(C) Adjustments

On an Exit such adjustments and arrangements shall be made as shall be necessary to give effect to the provisions of this article to the intent (without limitation) that any proceeds of a Sale shall be duly apportioned between the holders of the ordinary shares in the manner required by these Articles or in the case of Flotation such issues, conversions or redesignations of shares into ordinary shares ranking *pari passu* shall be affected for the same purpose and the Directors are hereby authorised (as if a Special Resolution to that effect had been hereby passed and as if all separate Resolutions or consents are to each class of shares had been passed or given) to effect any such conversions and redesignations so required

CLASS RIGHTS

6. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of a majority in number of the issued shares of that class or with the sanction of an ordinary resolution passed at a separate meeting of the holders of the shares of that class but not otherwise. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or the proceedings thereat shall, *mutatis mutandis*, apply except that the necessary quorum shall be two persons holding or representing by proxy at least one third in nominal value of the issued shares of the class, but so that if at any adjourned meeting of such holders a quorum as above defined is not present those members who are present shall be a quorum and that the holders of shares of the class shall on a poll have one vote in respect of every share of the class held by them respectively.

LIEN

7. In regulation 8 of Table A the words "(not being a fully paid share)" shall be omitted. The Company shall have a first and paramount lien on all shares standing registered in the name of any person (whether he is the sole registered holder thereof or one of two or more joint holders) for all moneys payable by him or his estate to the Company.

ALLOTMENT

- 8.(a) Subject to Section 80 of the Act, all unissued shares at the date of adoption of these Articles shall be at the disposal of the Directors who are authorised to 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 (insofar as the Company in general meeting shall not have varied, renewed or revoked the said authority):
- (i) The Directors shall not be authorised to allot, grant options over or otherwise dispose of such shares if such allotment, option or disposal would or might result in the aggregate of the shares in issue exceeding, in nominal value, the amount of the authorised share capital of the Company for the time being, and such limitation shall determine the maximum amount of the relevant securities which at any time remain to be allotted hereunder.

- (ii) The period within which such authority may be exercised shall be limited to five years, commencing on the date of adoption of the Articles.
- (b) The authority conferred upon the Directors to allot relevant securities may at any time by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed hereunder) for a further period not exceeding five years.
- 9. Section 89(1) and sub-sections (1) to (6) of Section 90 of the Act shall not apply to the Company. Unless otherwise determined by special resolution of the Company in general meeting, any relevant securities shall, before they are allotted on any terms to any person, be first offered on the same or more favourable terms to each person who holds shares in the Company in the proportion which is, as nearly as practicable, equal to the proportion in nominal value held by him of the aggregate of such shares in issue.

Such offer shall be made by notice in writing specifying the number of shares offered and the period, being not less than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or on receipt of notice of the acceptance or refusal of every offer so made, the Directors may, subject to these Articles, dispose of such securities as have not been taken up in such manner as they think proper. The Directors may, in like manner, dispose of any such securities as aforesaid, which by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in the manner hereinbefore provided.

TRANSFER OF SHARES

- 10.(A) Except where as a result of a transfer any person or persons acting in concert would acquire a Controlling Interest any share may at any time be transferred to any person with the consent in writing of members of the Company holding in excess of 50% of the ordinary shares then in issue. Any such consent may be unconditional or subject to any terms or conditions and in the latter case any share so transferred shall be held subject to such terms and conditions.
- (B) The Directors may not refuse to register the transfer of a share where the provisions of Article 10, 11 or 12 have been complied with and Regulation 24 shall be modified accordingly.
- 11.(A) Notwithstanding any other provisions of these presents, the Directors shall decline to register any transfer of any share (including the renunciation of any letter of allotment):
 - (i) on which the Company has a lien or which has been transferred contrary to the requirements of Article 12; and
 - (ii) which would have the effect of conferring a Controlling Interest in any person or persons acting in concert unless pursuant to a bona fide arms length Sale the same or equivalent terms of which have been extended or made available to all the holders of ordinary shares.
- (B) Subject to the provisions of these presents, shares may be transferred without prior compliance with Article 12 in any of the following circumstances:
 - (1) where made pursuant to a Sale under Article 15;

- (2) Any Member may transfer any shares to any of the following persons:
- (a) his spouse, son or daughter;
 - (b) the trustees of a trust the only beneficiaries of which are all or any of any present or future spouse or issue of himself ("family beneficiaries") together with any other person or persons included as a beneficiary or beneficiaries but who can benefit only in the event of the death of all family beneficiaries under the trust PROVIDED THAT if all such family beneficiaries should die the trustees of the trust shall either transfer the Shares held by them to some person to whom the person who transferred the Shares to them would be (or if he were alive would be) entitled to transfer the same under this paragraph or shall be obliged to issue a Mandatory Transfer Notice in respect of the same within the terms of Article 12(1);
- (3) The shares held by the trustees of any trust may be transferred to the new trustees of that trust upon a change of trustees;
- (4) Any shares held by the trustees of a trust which is within the provisions of sub-paragraph (B)(2)(b) of this Article may be transferred to a person who is or becomes entitled thereto under the terms of the trust;
- (5) Any member, being a body corporate, may transfer any shares to any other body corporate which is the holding company or subsidiary (each as defined in the Act) of the member or any other subsidiary of the holding company of the member provided that if the transferee ceases to be such a subsidiary then the transferee will forthwith upon notice by the Directors transfer such Shares to a company which is a subsidiary and if not so transferred within fourteen days of such notice the transferee shall be obliged to serve a Mandatory Transfer Notice within the terms of Article 12(1)

PROVIDED THAT in the case of transferees within paragraphs (2), (3) and (4) above upon the transferee ceasing to be in the same relationship to the transferor as that which caused the transfer to be permitted within this Article the transferee shall be obliged to serve a Mandatory Transfer Notice within the terms of Article 12(1)

12. Except as provided in Articles 10 or 11 no shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted or the holder or holders of all the issued shares of each class have consented in writing to the transfer.
- (1) Every person who desires or intends to transfer any share or shares (other than in the circumstances referred to in Article 11) ("the Intending Transferor") shall give to the Company notice in writing of such intention ("a Transfer Notice") and if any member is expressly obliged under these Articles to give a Transfer Notice (a "Mandatory Transfer Notice") and fails to do so the Company may at any time issue such a notice on behalf of that member.
 - (2) Any Transfer Notice shall specify:
 - (i) The name of the intended transferee (if any);
 - (ii) The number and class of shares intended or required to be transferred ("the Sale Shares");

- (iii) In the case of a sale, the price payable and the time for payment thereof, any other material terms relevant to the sale (including any warranties and indemnities to be given) and any assistance to be given to the intended transferee for payment of the price and satisfaction of his other obligations in relation to his acquisition of the Sale Shares by the Intending Transferor and his associates.

provided that a Mandatory Transfer Notice served by or on behalf of a Member need only specify the number and class of shares to be transferred.

- (3) No Transfer Notice shall relate to more than one class of shares.
- (4) Except for a Mandatory Transfer Notice, the Transfer Notice may contain a provision that unless all the Sale Shares are sold by the Company pursuant to this Article, none shall be so sold and any such provision shall be binding on the Company.
- (5) Subject as hereinafter mentioned, service of a Transfer Notice shall be irrevocable and shall irrevocably (subject to paragraph (10) of this Article) constitute the Company the agent of the Intending Transferor for the sale of the Sale Shares in one or more lots at the discretion of the Directors and in the case of a Mandatory Transfer Notice only at a price to be agreed between the Intending Transferor and the Directors, or, in default of agreement, at the price certified by the valuers ("the Valuers") appointed by agreement between the Intending Transferor and the Directors or in the absence of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales.
- (6) If in the case of a Mandatory Transfer Notice the Valuers are required to certify the price of the Sale Shares, the price shall be that sum which the Valuers certify in writing to be in their opinion the fair value as at the date of the Mandatory Transfer Notice of the Sale Shares and for this purpose "fair value" shall be that sum which represents the fair value of the Sale Shares on the basis of a willing seller and a willing buyer. In so certifying, the Valuers shall act as experts and not arbitrators and their decision shall be final and binding upon the parties.
- (7) Upon the price being agreed, certified or notified as provided above the Company shall forthwith by notice in writing inform each member (other than the Intending Transferor) of the number and price of the Sale Shares together with the identity of any person not being a member with whom the Directors propose to place any of the Sale Shares and invite each such member to apply in writing to the Company within twenty-eight days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number of Sale Shares (being all or any of them) as he shall state in such application. Any application made by any member not entitled to receive such invitation shall be disregarded.
- (8) At the expiry of the said period of twenty-eight days the Company by written notice to each of the Members that returns an application pursuant to paragraph (4) of this Article and the Intending Transferor ("the Allocation Notice") shall allocate the Sale Shares (or so many of them as shall be applied for as aforesaid) to applicants in accordance with their applications and in the case of competition for the Sale Shares to the applicants in the same

proportion that the number of such shares held by them bears to the aggregate number of ordinary shares then in issue (other than the Sale Shares).

PROVIDED THAT no applicant shall be obliged to take more than the maximum number of Shares specified by him as aforesaid.

If and to the extent that the Directors do not receive applications from members in respect, in aggregate of all the Sale Shares the Directors may allocate any such shares not so subscribed for to such person or persons as they see fit.

- (9) Subject to paragraph (4) of this Article the Intending Transferor shall be bound to transfer the Sale Shares comprised in an Allocation Notice to the purchasers named therein against payment of the price at the time and place therein reasonably specified (or if none be so specified then fifty-six days from the date of the allocation notice, at the Office); and if he shall fail to do so, each of the Directors severally shall be deemed to have been appointed attorney of the Intending Transferor with full power to execute, complete and deliver, in the name and on behalf of the Intending Transferor, transfers of the Sale Shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the Shares so transferred to him. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Intending Transferor.
- (10) During the six months following the expiry of the said period of twenty-eight days referred to in paragraph (8) of this Article the Intending Transferor may transfer any Sale Share not allocated in an Allocation Notice to the person or persons named in that behalf in the Transfer Notice upon the terms therein specified (but not otherwise save in accordance with the provisions of this Article). Provided that, if the Intending Transferor stipulated in his Transfer Notice that unless all the Sale Shares comprised therein were sold pursuant to this Article, none should be so sold, the Intending Transferor shall not be entitled to transfer only some of the Shares comprised in his Transfer Notice.
13. Where at any time prior to an Exit any holder of Founder Shares ceases to be a director or employee of the Company or any of its subsidiaries from time to time that person and or any person to whom any Founder Shares have been transferred under the provisions of Articles 11(B)(2), (3) or (4) the holder(s) of all such Founder Shares shall be required to issue a Mandatory Transfer Notice.
14. No share or interest in any share within the terms of Schedule 13 of the Act shall be held by any member on behalf of any other person unless a transfer of such share to such person would be permitted under Articles 10 - 12. If the foregoing provision shall be infringed, the holder of such share shall be bound to give a Mandatory Transfer Notice in respect thereof.

SALE OF ENTIRE ISSUED SHARE CAPITAL

- 15.1 The holder or holders of ordinary shares representing at the relevant time in excess of one half of all the ordinary shares in the capital of the Company ("the Intending Sellers") may at any time give notice ("a Sale Notice") to all the other members of the

Company ("the Remaining Members") stating that the Intending Sellers intend to sell all their ordinary shares pursuant to a Sale complying with the next following sub-clause of this Article.

- 15.2 This Article shall have effect only if the Sale the subject of the Sale Notice is a bona fide arm's length sale to one or more persons who are not connected with the Intending Sellers or any of them within the meaning of Section 286 Taxation of Chargeable Gains Act 1992.
- 15.3 If a Sale Notice is served pursuant to sub-clause 15.1 of this Article and the Sale is bona fide within the meaning of sub-clause 15.2 of this Article then each of the Remaining Members shall sell all their ordinary shares in the capital of the Company to the buyer specified in the Sale Notice at the same price per share and otherwise upon the same terms as are applicable to the Sale specified in the Sale Notice at the time specified for completion of the Sale in the Sale Notice.
- 15.4 Upon the date specified for completion of the Sale in the Sale Notice:
- (i) each of the Remaining Members shall deliver to the buyer:
 - (a) a transfer of his ordinary shares duly executed by him in favour of the buyer or as it may direct;
 - (b) a certificate for the ordinary shares sold by him;
 - (c) such other evidence of his title to the ordinary shares as may reasonably be required to establish such title;
 - (d) such other deeds, documents and things as may be required to be given or executed by him pursuant to the terms of the Sale;
 - (ii) The buyer shall pay to each Remaining Member the Sale Price for the Shares sold by him which is due for payment upon completion and shall give due assurance for payment of any part of the consideration which is deferred and shall execute such documents as are required to be executed by the buyer in favour of the Seller.
- 15.5 In the event of default by any of the Remaining Members in performing their obligations under this Article, the Intending Sellers shall be deemed to have been appointed attorney of the Remaining Member with full power to execute, complete and deliver in the name and on behalf of the Remaining Member transfers of the ordinary shares to the Buyer against payment of the price to the Intending Seller and to execute such other documents and do such other things as the Remaining Member may be required to do under the preceding provisions of this Article.

GENERAL MEETINGS

- 16.(a) A majority in number of the members present in person or by proxy shall be a quorum Provided that the aggregate number of shares held by such members is a majority of the shares then in issue. Regulation 40 of Table A shall be modified accordingly.
- (b) The Chairman of a general meeting shall not be entitled to a second or casting vote.
- 17.(a) Subject to the provisions of this paragraph and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, every member who (being an individual) is present in

person or by proxy or (being a corporation) is present by a duly authorised representative not being himself a member entitled to vote, shall have one vote for every share of which he is the holder.

- (b) Regulations 47, 56, 62 and 63 of Table A shall be modified accordingly.

DIRECTORS

18. Unless otherwise determined by special resolution, the number of Directors shall not be subject to any maximum but shall be not less than four in number.
- 19.(a) The holder of a majority of the Ordinary Shares shall, unless this power is determined either by ordinary resolution or by the written notice (in one or more documents) signed by or on behalf of the majority of the holders of the ordinary shares, be entitled to appoint and remove any person as a director by written notice to the Company
- (b) The Company may by ordinary resolution appoint a member who is willing to act to be a Director either to fill a vacancy or as an additional Director.
- (c) The Company may by ordinary resolution the notice of which expressly specifies such resolution, remove any Director.
- (d) The Directors may appoint any person who is willing to act to be a Director either to fill a vacancy or as an additional Director. A Director so appointed shall hold office only until the next following annual general meeting. If not reappointed at such annual general meeting, he shall vacate office at the conclusion thereof.
- (e) Subject as aforesaid, a Director who retires at an annual general meeting may, if willing to act, be reappointed. If he is not reappointed, he shall retain office until the meeting appoints another member in his place or, if he does not do so, until the end of the meeting.
- (f) The Directors shall not be subject to retirement by rotation and all references in Table A to retirement by rotation shall be disregarded.
- (g) No director shall be appointed otherwise than as provided in these Articles.
- (h) A quorum throughout any meeting of the Board of Directors shall consist of any two Directors whether present in person or participating by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. The first sentence of Regulation 89 of Table A shall not apply
- (i) (i) Unless all the Directors or the holders of the majority of the Ordinary Shares otherwise consent no resolution of the Directors shall be valid unless passed at a meeting of the Board of Directors convened at least 5 days after the service of notice (or the deemed service of notice pursuant to Article (h)(ii) below) of the same within the United Kingdom, such notice to be served either orally or in writing (and any written notice may be served by posting, physical delivery or by telex or facsimile transmission of the notice), upon all Directors. A Director who has notified the

Company that he is or will be absent from the United Kingdom and who has notified the Company of a telex or facsimile number by which he may be contacted shall be served with notices either by telex or by facsimile transmission or otherwise he shall not be entitled to receive any such notice. A written agenda for any meeting convened must be served on each Director at the time of and in like manner to service of the notice of the meeting. Any Director entitled to receive notice may waive the requirement to receive any or all the said period of notice and/or to be served with a written agenda. Regulations 66, 88 and 112 of Table A shall be modified accordingly.

- (ii) Any notice or agenda handed personally to a Director is deemed to have been served on the day it is handed to him and if given by facsimile transmission is deemed served on the first business day following successful transmission. Any notice or agenda posted to any Director is deemed served on the third day after the day of posting thereof. Any oral communication is deemed to have been given on the day such oral communication is made.
- (j) A Director may vote in respect of any contract or arrangement notwithstanding that he may be interested therein (subject to that Director first disclosing the nature and extent of any such interest) and if he does so he may be counted in the quorum at any meeting of the Directors at which any such contract or proposed contract or arrangement shall come before the meeting for consideration.
- (k) The chairman of the Company shall not have or be entitled to exercise a second or casting vote. Regulation 88 of Table A shall be modified accordingly.
- (l) Subject to the prior approval of all of the Directors, a Director may be paid all travelling hotel and other expenses properly incurred by him in connection with the business of the Company other than those expenses that are incurred in connection with his attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company.

GENERAL

- 20. 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 reasonably require and any breach of such terms and conditions shall, ipso facto, be deemed to be a breach of these Articles.