

FILEAND DATA STORAGE LIMITED

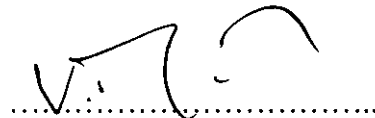
REGISTERED NO 3275112

THE COMPANIES ACT 1985

COPY resolution of the type and in the terms specified below as passed by the members of the Company named above at their Extraordinary General Meeting duly convened and held at Unit 1 The Park Stoke Orchard Road Bishops Cleeve Cheltenham BL52 7RT on 12th November 2004

SPECIAL RESOLUTION

THAT the present Articles of Association be abrogated and thereupon replaced by adopting new Articles submitted to this meeting and initialled by the Chairman and approved without amendment



Company Secretary

Dated 12th November 2004



THE COMPANIES ACTS 1985 to 1989

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

of

FILE AND DATA STORAGE LIMITED

(Adopted by Special Resolution passed on 12th November 2004)

Incorporated 7th November 1996

Company Number 3275112

LODDERS

Solicitors

Number Ten Elm Court Arden Street Stratford upon Avon CV37 6PA



**THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION (as amended by Special Resolution
dated 12th November 2004**

OF

FILE AND DATA STORAGE LIMITED

Registered Number 03275112

ADOPTION OF TABLE A

1. In these Articles 'Table A' means Table A scheduled to the Companies (Tables A to F) Regulations 1985 as amended by any other subordinate legislation coming into operation prior to the date of adoption of these Articles. The 'Act' means the Companies Act 1985 as amended from time to time.
- 2.1 The regulations contained in Table A shall, except where they are excluded or modified by these Articles, apply to the Company and, together with these Articles, shall constitute the Articles of the Company.
- 2.2 Regulations 8 to 22 (inclusive), 24, 29, 39, 40, 41, 46, 50, 54, 57, 58, 60, 61, 64, 67, 69, 73 to 80 (inclusive), 87 to 91 (inclusive), 94 to 96 (inclusive), 103 and 115 to 118 (inclusive) of Table A shall not apply to the Company.
3. No regulations scheduled to any statute concerning companies shall apply to the Company.

INTERPRETATION

4. References in Table A and in these Articles to writing include references to any method of representing or reproducing words in a legible and non-transitory form.
5. In these Articles unless the context otherwise requires the following expressions have the following meanings:

“A Shares” means the Ordinary Shares of £1.00 each in the share capital of the Company from time to time

“B Shares” means the redeemable non voting Ordinary Shares of £1.00 each in the share capital of the Company from time to time.

“Ordinary Shares” means the “A” Shares and the “B” Shares
6. Save as provided in the last preceding Article, words and expressions which bear particular meanings in Table A shall bear the same respective meanings in these Articles.

SHARE CAPITAL

7. The authorised share capital of the Company at the date of adoption of these Articles is 100,000 divided into 99,400 “A” Shares and 600 “B” Shares. The “A” shares and the “B” Shares shall be separate classes of shares. Save as herein provided the “A” Shares and the “B” shares shall rank pari passu in all respects

SHARES

- 8.1 No share in the capital of the Company for the time being unissued shall be issued unless immediately prior to such issue the holders of 95 per cent in nominal value of the A Shares have consented to such issue in writing and have in writing approved the terms thereof and the person to whom such share is to be issued.
- 8.2 No shares shall be issued to any infant, bankrupt or person of unsound mind.

- 8.3 Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security.

SHARE RIGHTS

9. The “B” Shares shall be subject to the following restrictions:-

Voting

The “B” Shares shall not confer any right to vote upon any resolution at any meeting of the Company

Quorum

Any holder of “B” Shares shall not count towards the quorum at any General Meeting of the Company

TRANSFER OF SHARES

- 10.1 No shares in the Company or any interest therein may be transferred to any infant, bankrupt or person of unsound mind.

- 10.2 Subject to Article 10.3 the right to transfer shares in the Company or any interest therein shall be subject to the following restrictions:-

- 10.2.1 unless otherwise agreed in writing by the holders of all the “A” Shares, before transferring any shares the person proposing to transfer the same (hereinafter called ‘the offeror’) shall give notice in writing (hereinafter called a ‘transfer notice’) to the Company of the number of shares he wishes to transfer (the ‘offered shares’), of the full name and address of the proposed transferee and the price per share at which he proposes to transfer (and the proposed transferee is prepared to pay) the offered shares (the ‘prescribed price’). The offeror shall lodge the certificates for the offered shares

with the Company when the transfer notice is given. The transfer notice shall constitute the Company agent of the offeror for the sale of the offered shares (together with all rights then attached thereto) in accordance with the provisions of this Article. The transfer notice may not be revoked except as provided below.

10.2.2 The Company shall in each case thereupon offer the offered shares for purchase at the prescribed price to all members of the Company (other than the member in respect of whose shares the transfer notice has been given) on terms that in the case of competition the offered shares shall (in accordance with the provisions of Article 10.2.3) be sold to the acceptors who are holders of shares in proportion (as nearly as may be without involving fractions or increasing the number sold to any eligible member beyond that applied for by him) to the number of the shares of which they are holders. Any offer shall state that it may be accepted within a period of 20 days beginning on the day after the making of the offer or in default will lapse (which period is below referred to as 'the acceptance period').

10.2.3 any member who wishes to buy all or any of the offered shares at the prescribed price (an 'accepting member') shall notify the Company in writing within the acceptance period of the maximum number of the offered shares he is willing to acquire. Any such notice shall be irrevocable. The Company shall immediately after the expiry of the acceptance period notify the offeror in writing of the accepting members and (subject to the terms of Article 10.2.4) he shall be bound, upon payment of the prescribed price, to transfer to the accepting members such number of the offered shares as the Company shall specify. The transfer of the shares and payment of the prescribed price shall take place at the place and time (not less than ten nor more than twenty days after the expiry of the acceptance

period) specified by the Company.

10.2.4 notwithstanding any provision in these Articles the offeror may withdraw his transfer notice given under Article 10.2.1 by notice in writing given to the Company

- (i) within five business days after being notified that not all of the offered shares have been accepted by other members of the Company, or
- (ii) if the prescribed price for all the offered shares agreed to be sold is not duly tendered to the offeror in accordance with Article 10.2.3

if a transfer notice is withdrawn in either of these events any acceptance of the offered shares by the accepting members shall lapse and the offeror shall be at liberty to sell the offered shares as described in Article 10.2.6.

10.2.5 if any offeror shall fail or refuse to transfer any shares to any accepting member hereunder otherwise than as a result of the revocation of his transfer notice in accordance with Article 10.2.4 the Directors (other than those appointed by the offeror) may authorise some other person to execute and deliver on his behalf the necessary form of transfer and the Company may receive the purchase money in trust for the offeror and cause the accepting member to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the accepting member (who shall not be bound to see to the application thereof) and after the accepting member has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

10.2.6 if all or any of the offered shares shall not have been accepted by other members of the Company or if such acceptances have lapsed

under Article 10.2.4 the offeror may at any time within one hundred and twenty days after the expiry of the acceptance period transfer the unsold offered shares to the person named in the transfer notice as the proposed transferee on a bona fide sale at any price (which shall not be less than the prescribed price).

10.3 The Holder (being an individual) of any "A" shares may transfer his shares on death through his Estate to any third party that he may nominate in his Will. The Company Directors may not refuse to register any transfer of shares effected pursuant to this Article 10.3.

10.4.1 The holders of at least 66 per cent in nominal value of the issued voting ordinary share capital (being together herein referred to as the 'Vendors') shall together have the right (the 'Drag Along Right') to require all of the other holders of Ordinary Shares (the 'Called Shareholders') to transfer all of the Ordinary Shares held by the Called Shareholders to any person (the 'Third Party') to whom the Vendors have agreed to transfer all their Ordinary Shares (the 'Transfer Shares') (provided such third party is not a member or any person connected with any member (within the meaning of Section 839 of the Income and Corporation Taxes Act 1988)) or as the Third Party directs.

10.4.2 The Drag Along Right may be exercised by the Vendor serving notice to that effect (the 'Drag Along Notice') on the Called Shareholders specifying that each Called Shareholder is required to transfer his Ordinary Shares (the 'Called Shares') pursuant to this Article 10.4.

10.4.3 A Drag Along Notice once given shall be irrevocable but shall lapse (and the obligations thereunder shall lapse) in the event that for any reason the Vendors do not transfer the Transfer Shares to the Third Party within 45 days from the date of the Drag Along Notice.

10.4.4 The Called Shareholders shall only be obliged to sell the Called Shares on

terms that they shall be entitled to receive for their holdings of Ordinary Shares a consideration (the 'Drag Along Price') equal in value to an amount for each Ordinary Share equal to the highest price per Ordinary Share paid or payable by the Third Party for any Ordinary Shares purchased within the 12 months preceding the date of the Drag Along Notice, or to be purchased from any Vendor, which price shall be deemed to include any consideration (in cash or otherwise) paid or payable by the Third Party which, having regard to the substance of the transaction as a whole, is reasonably regarded by the Directors as an addition to the price so paid or payable PROVIDED THAT for the avoidance of doubt this Article 10.4.4 shall not be construed as requiring the Called Shareholders to give any representations, indemnities or warranties other than warranties as to title to the Called Shares owned by them. The value of any non-cash consideration, or cash consideration payable on deferred terms, for any Called Shares, shall be determined by the auditors of the Company for the time being who shall, if so requested by the Directors, certify that value as at the date of Completion of the Called Shares. Such determination by the auditors of the Company shall, in the absence of manifest error, be conclusive and binding for all purposes relating to the transfer of the Called Shares. The costs of the auditors shall be borne by the Company.

10.4.5 Upon the exercise of the Drag Along Right in accordance with this Article 10.4, unless a Called Shareholder shall have served a counter-notice in accordance with Article 10.5, each of the Called Shareholders shall be bound to sell his Called Shares for the Drag Along Price and otherwise in accordance with this Article 10.4.

10.4.6 Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Vendors to the Called Shareholders in the Drag Along Notice save that:-

10.4.6.1 the Vendors may not specify a date that is less than 30 days after

the date of the Drag Along Notice; and

10.4.6.2 the date so specified by the Vendors shall be the same date as the date proposed for completion of the sale of the Transfer Shares; unless, in the case of the sale by any particular Called Shareholder, that Called Shareholder and the Vendors otherwise agree.

10.4.7 In the event that any Called Shareholder fails to carry out the sale of any of the Called Shares in accordance with this Article 10.4 the Directors (or any single Director) may authorise some person to execute a transfer of the Called Shares to the Third Party (or as it may direct) and the Company may give a good receipt for the purchase price of such Called Shares and may register the Third Party (or as it may direct) as holder thereof and issue to it (or as it may direct) certificates for the same whereupon the Third Party (or the person directed by the Third Party) shall be indefeasibly entitled thereto. The Called Shareholder shall in such case be bound to deliver up its certificate for the Called Shares to the Company whereupon the Called Shareholder shall be entitled to receive the Drag Along Price which shall in the meantime be held by the Company on trust for the Called Shareholder but without interest. If such certificate shall comprise any shares which the Called Shareholder has not become bound to transfer as aforesaid the Company shall issue to the called Shareholder a balance certificate for such shares.

10.5.1 Within 30 days of the date the Drag Along Notice (as defined in Article 10.4) in accordance with Article 10.4 a Called Shareholder (the 'Counter-Offerrer') may serve a written counter-notice (the 'Counter-Notice') on all the Called Shareholders (as defined in Article 10.4) and all the Vendors (as defined in Article 10.4) to require all of the Called Shareholders and all the Vendors to transfer all the Called Shares (as defined in Article 10.4) and Transfer Shares (as defined by Article 10.4) held by the Called Shareholders and the Vendors to the Counter-Offerrer at the Drag Along Price (as defined

in Article 10.4). A Counter-Notice once given shall be irrevocable.

- 10.5.2 Upon the service of the Counter-Notice each of the Called Shareholders and the Vendors shall be bound to sell his Called Shares and Transfer Shares for the Drag Along Price and otherwise in accordance with this Article 10.5.
- 10.5.3 Completion of the sale of the Called Shares and the Transfer Shares in accordance with this Article 10.5 shall take place on the date specified for the purpose by the Counter-Offeror or in the Counter-Notice save that the Counter-Offeror may not specify a date that is less than 30 days after the date of the Counter-Notice and unless, in the case of the sale by a particular Called Shareholder or Vendor, that Called Shareholder or Vendor and the Counter-Offeror otherwise agree.
- 10.5.4 In the event that any Called Shareholder or Vendor fails to carry out the sale of any of the Called Shares or Transfer Shares in accordance with this Article 10.5 the Directors (or any single Director) may authorise some person to execute a transfer of the Called Shares or the Transfer Shares to the Counter-Offeror (or as it may direct) and the Company may give good receipt for the purchase price of such Called Shares or Transfer Shares and may register the Counter-Offeror (or as it may direct) as holder thereof and issue to it (or as it may direct) certificates for the same whereupon the Counter-Offeror (or the person directed by the Counter-Offeror) shall be indefeasibly entitled thereto. The Called Shareholder or the Vendor shall in such case be bound to deliver up its certificate for the Called Shares or the Transfer Shares to the Company whereupon the Called Shareholder or the Vendor shall be entitled to receive the Drag Along Price which shall in the meantime be held by the Company in trust for the Called Shareholder or the Vendor without interest. If such certificate shall comprise shares which the Called Shareholder or the Vendor has not become bound to transfer as aforesaid the Company shall issue to the Called Shareholder or the Vendor a balance certificate for such shares.

10.5.5 Any Counter-Notice served after any previous Counter-Notice shall be void and of no effect.

10.6.1 Subject to Article 10.6.2 if the effect of any transfer of Ordinary Shares by any member (a 'Vendor') would, if completed, be to enable any person (not being a member on the date of adoption of these Articles) or persons connected with each other or persons acting in concert with each other (each a 'Transferee') to obtain Control over or increase Control beyond that number of Ordinary Shares which in aggregate confer 50 per cent or more of the voting rights exercisable at general meetings of the Company the holders of the Ordinary Shares by virtue of their holding(s) of such shares, the Vendor shall procure the making by the proposed transferee of the Vendor's Ordinary Shares of an Appropriate Offer to all of the other holders of Ordinary Shares (other than any person or persons connected with each other or acting in concert with each other who shall as a consequence of the proposed transfer obtain or, where relevant, increase such Control). Every member on receipt of an Appropriate Offer shall be bound within 21 days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Appropriate Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer.

10.6.2 The provisions of Article 10.6.1 shall not apply to any transfer of shares pursuant to Article 10.2.2.

10.6.3 For the purposes of these Articles 'Control' shall mean the right by virtue of holding shares in, or the possession of voting power in or in relation to, the Company or any other body corporate to exercise or procure the exercise of the voting rights attached to the relevant shares.

10.6.4 'Appropriate Offer' shall mean an unconditional offer, open for acceptance for not less than 21 days, to purchase the Ordinary Shares held by the

recipients of an Appropriate Offer, on the same terms, including price, as are applicable to the proposed transfer by the Vendor giving rise to the obligation for an Appropriate Offer (which may be in cash or non cash consideration but shall take the same form as that offered to each Vendor) shall be the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by a Transferee for the Ordinary Shares (inclusive of the shares giving rise to the obligation to make the Appropriate Offer) within the period of one year prior to and on the proposed date of completion of such transfer of Shares plus such further amount equal to any other consideration (in cash or otherwise) received or receivable by the holders of such shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for such shares.

- 10.6.5 In the event of disagreement, the calculation of the relevant Appropriate Offer price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding in the absence of manifest error.

PROCEEDINGS AT GENERAL MEETINGS

11. No business shall be transacted at any general meeting unless a quorum is present at the commencement of the meeting and also when such business is voted on. The quorum at any general meeting shall be two persons holding "A" shares or their authorised representative. If within five minutes (or such longer time as the other members present may all agree to wait) from the time appointed for any general meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place (or to such time and place as the Directors may

determine) and if at the adjourned meeting a quorum is not present within five minutes (or such longer time as the other members present may all agree to wait) from the time appointed for the meeting, the member or members present in person or by proxy, shall be a quorum and will constitute a valid meeting for all purposes.

12. In these Articles the expression 'authorised representative' means a representative appointed in the manner provided by Section 375(1)(a) of the Act by a body corporate which is a member of the Company or a person authorised in writing to act on behalf of a body corporate which is a member of the Company by a Director or secretary of that body corporate.
13. At any general meeting the member holding the largest number of "A" Shares shall have the right to appoint the chairman of the meeting. In the case of an equality of votes, the chairman shall not have a second or casting vote.
14. A poll may be demanded at any general meeting by the chairman or by any voting member present in person or by proxy or by any authorised representative.
15. On a show of hands every member present in person or by proxy or by authorised representative shall have one vote and on a poll every member present in person or by proxy or by authorised representative shall have one vote for each share of which he is the holder Provided that no shares shall confer any right on a member to vote upon a resolution for the removal from office of a Director appointed by another member in accordance with Article 19.
16. An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and in any common form or in such other form as the Directors may approve and shall be deemed to confer authority to vote on any amendment of a resolution put to the meeting for which it is given as the proxy thinks fit. The instrument of proxy shall, unless the contrary is

stated therein, be valid as well for any adjournment of the meeting as for the meeting to which it relates.

17. Regulation 62 of Table A shall be modified by the deletion of the words 'not less than 48 hours' and 'not less than 24 hours' wherever they occur.

DIRECTORS

18. The number of Directors shall not be less than two nor more than ten. No person shall be disqualified from being or becoming a Director of the Company by reason of his attaining or having attained the age of seventy years or any other age.
- 19.1 If and for so long as it shall hold any ordinary shares Kington Properties Limited (hereinafter known as 'Kington') shall be entitled to appoint two persons to be directors of the Company (any such director so appointed being called the 'Kington Director') and if and so long as he shall hold any Ordinary Shares Anthony Shaun Lisle Croft (hereinafter known as 'Croft') shall be entitled to appoint one person to be a director of the Company (any such director so appointed being called the 'Croft Director' and if and for so long as he shall hold any Ordinary Shares Stuart William Lockett (hereinafter known as 'Lockett') shall be entitled to appoint one person to be a director of the Company (any such director so appointed being called the 'Lockett Director') and if and for so long as he shall hold any Ordinary Shares Christopher Brown (hereinafter known as 'Brown') shall be entitled to appoint one person to be a director of the Company (any such director so appointed being called the 'Brown Director').
- 19.2 Any Kington Director may at any time be removed from office by Kington, any Croft Director may at any time be removed from office by Croft, any Lockett Director may at any time be removed from office by Lockett and any Brown Director may at any time be removed from office by Brown.
- 19.3 If any Kington Director, Croft Director, Lockett Director or any Brown

Director shall die or be removed from or vacate office for any cause Kington (in the case of the Kington Director), Brown (in the case of the Brown Director) Lockett (in the case of the Lockett Director) or Croft (in the case of the Croft Director) may appoint in his place another person (or, if a director who has been removed from office is available for re-appointment, the person so removed) to be the Kington Director, the Croft Director, the Lockett Director or the Brown Director (as the case may be).

- 19.4 Any appointment or removal of a Director pursuant to this Article shall be in writing served on the Company at its registered office and signed by or on behalf of a member appointing the same.
- 19.5 No Kington Director, Croft Director, Lockett Director or Brown Director shall be appointed or removed otherwise than pursuant to this Article 19, save as provided by law.

ALTERNATE DIRECTORS

- 20.1 Regulation 65 of Table A shall apply as if the words 'approved by a resolution of the Directors and' were omitted.
- 20.2 An alternate Director shall cease to be an alternate Director if his appointor ceases for any reason to be a Director.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

21. The office of a Director shall be vacated not only upon the happening of any of the events mentioned in regulation 81 of Table A but also if he is removed from office pursuant to these Articles. Regulation 81 shall be modified accordingly.

DIRECTORS' GRATUITIES AND PENSIONS

22. The Directors may exercise all the powers of the Company to provide benefits, either by the payment of gratuities or pensions or by insurance or in any other manner whether similar to the foregoing or not, for any Director or former Director or the relations, connections or dependents of any director or former Director who holds or has held any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or with a predecessor in business of the Company or of any such body corporate and may contribute to any fund and pay premiums for the purchase or provision of any such benefit. No Director or former Director shall be accountable to the Company or the members for any benefit provided pursuant to this Article and the receipt of any such benefit shall not disqualify any person from being or becoming a Director of the Company.
23. The Directors may by resolution exercise any power conferred by the Act to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

PROCEEDINGS OF DIRECTORS

24. Subject as hereinafter provided the Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. No business shall be transacted at any meeting of the Directors unless a quorum is present at the commencement of the meeting and also when such business is voted on. The quorum shall be two Directors. If within thirty minutes (or such longer time as the other Directors present may all agree to wait) from the time appointed for any Directors' meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place (or to such time and place as the

Directors present may determine) and if at the adjourned meeting a quorum is not present within thirty minutes (or such longer time as the other Directors present may all agree to wait) from the time appointed for the meeting, the Director or Directors present shall be a quorum and will constitute a valid Directors' meeting for all purposes.

25. At any meeting of the Directors or of a committee of the Directors the Directors present shall have the right to appoint the chairman of the meeting. In the case of an equality of votes, the chairman shall not have a second or casting vote. Regulation 42 of Table A shall be modified accordingly.
26. All decisions made at any meeting of the Directors or of any committee of the Directors shall be made only by resolution passed by a majority of the Directors present (or their alternates). If at any time at or before any meeting of the Board or of any committee of the Directors, any Director should request that such meeting should be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other Directors to be present or any other reason, which he need not state) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted or proceeded with at that meeting after such request has been made.
27. A Director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of Section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with that section. Subject to such disclosure, a Director shall be entitled to vote in respect of any contract or proposed contract in which he is interested and if he shall do so his vote shall be counted and he shall be taken into account in ascertaining whether a quorum is present.
28. A Director may, and the secretary on the requisition of a Director shall, at

any time summon a meeting of the Directors.

29. Any Director may participate in a meeting of the Directors or of a committee of the Directors by means of a conference telephone or similar communication equipment whereby all persons participating in the meeting can hear and speak to each other. Participation in any such meeting in this manner shall be deemed to constitute presence in person at the meeting.

DIVIDENDS

30. Subject to the provisions of the Act the Directors may pay such interim dividends as appear to them to be justified by the financial position of the Company and may also pay any dividend payable at a fixed rate at intervals settled by them whenever the financial position of the Company, in their opinion, justifies its payment. Provided that the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer in consequence of the payment of any interim dividend on any shares having non-preferred or deferred rights.

NOTICES

31. Any notice or other document may be served on or delivered to any member by the Company either personally or by sending it by post in a prepaid envelope or wrapper addressed to the member at his registered address, or by leaving it at that address addressed to the member, or by any other means authorised in writing by the member concerned. In the case of joint holders of a share, service or delivery of any notice or other document on or to one of the joint holders shall for all purposes be deemed a sufficient service on or delivery to all the joint holders. Regulation 112 of Table A shall be modified accordingly.
32. Any notice or other document, if sent by post, shall be deemed to have been served or delivered on the day following that on which it was put in the post



and, in proving such service or delivery, it shall be sufficient to prove that the notice or document was properly addressed, stamped and put in the post. Any notice or other document left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so left.

33. Any notice or other document may be served on or delivered to any person or persons entitled to a share in consequence of the death or bankruptcy of a member by the Company in any manner which would be permitted by these Articles if the person or persons concerned were a member or were members and either addressed to him or them by name or by the title of representatives of the deceased or trustee of the bankrupt or by any like description at the address (if any) within the United Kingdom supplied by him or them for that purpose. Until such address has been supplied, a notice or other document may be served on or delivered to the person or persons so entitled in any manner in which it might have been served or given if the death or bankruptcy had not occurred.

INDEMNITY AND DIRECTORS' LIABILITY INSURANCE

- 34.1 Subject to the provisions of and so far as may be permitted by the Act, 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 judgement 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.

- 34.2 Without prejudice to the provisions of Article 34.1 the Directors shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees or auditors of the Company or of any other company which is a subsidiary of the Company or in which the Company or any subsidiary of the Company has any interest, whether direct or indirect, or which is in any way allied to or associated with the Company or any subsidiary of the Company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such subsidiary are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such subsidiary or pension fund.

Names and addresses of subscribers

- (1) Mr A S L Croft
Mulberry House
Beckford
Nr Tewkesbury
Near Cheltenham
Gloucestershire
GL20 8JA

- (2) Mr. Stuart Lockett
Grove House
Church Lane
Teddington,
Tewkesbury Nr Cheltenham
Gloucestershire
GL20 8JA

- (3) Kington Properties Limited
3 Pigeon House Court
Dingle Road
Leigh
Worcester
WR6 5JX

Dated 7th November 1996

Witness to the above signatures: Victor Geoffrey Flavell Matts
50 Henley Street
Stratford upon Avon
Warwickshire