

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PUBLIC LIMITED COMPANY**

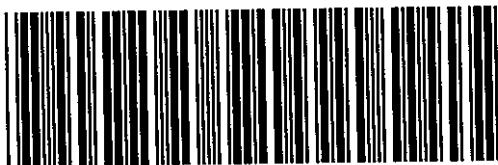
Company No. 3376854

The Registrar of Companies for England and Wales hereby certifies that

CHARIOT INCORPORATED PUBLIC LIMITED COMPANY

is this day incorporated under the Companies Act 1985 as a public company and that the company is limited.

Given at Companies House, London, the 21st May 1997



N03376854N

L. Barnes
MRS. L. BARNES

For The Registrar Of Companies



C O M P A N I E S H O U S E



COMPANIES HOUSE

Please complete in typescript,
or in bold black capitals.

12

Declaration on application for registration

3376854

Company Name in full

CHARLOT INCORPORATED PUBLIC
LIMITED COMPANY



F012001J

I, JOSEPH FERNANDEZ

of 85 QUEEN VICTORIA STREET, LONDON EC4V 4JL

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company][~~person named as director or secretary of the company in the statement delivered to the Registrar under section 10 of the Companies Act 1985~~†] and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

[Signature]

Declared at

63 Queen Victoria Street London EC4

the

21st

day of

May

One thousand nine hundred and ninety

Seven

• Please print name.

before me •

[Signature] I. B. Binnie

Signed

[Signature]

Date

21 / 5 / 97

— A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

EVERSHEDS
SENATOR HOUSE

85 QUEEN VICTORIA STREET

LONDON EC4V 4JL

0171-919 4500

DX number REF:

83 DX exchange LOW CHURCH LN

WC2

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh



C O M P A N I E S H O U S E

10

Please complete in typescript,
or in bold black capitals.

First directors and secretary and intended situation of
registered office

Notes on completion appear on final page

3376854

Company Name in full

CHARLOT INCORPORATED
PUBLIC LIMITED COMPANY



F010001H

Proposed Registered Office

(PO Box numbers only, are not acceptable)

BEAUFORT HOUSE

15 ST. BOTOLPH STREET

Post town

LONDON

County / Region

Postcode

EC3A 7PA

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

X

Agent's Name

EVERSHEDS

Address

SENATOR HOUSE

85 QUEEN VICTORIA STREET

Post town

LONDON

County / Region

Postcode

ECAV 4JL

Number of continuation sheets attached

Please give the name, address,
telephone number and, if available,
a DX number and Exchange of
the person Companies House should
contact if there is any query.

EVERSHEDS

AS ABOVE

Tel

DX number

83

DX exchange

LON CHIRY LANE

Companies House receipt date barcode

Form revised March 1995

When you have completed and signed the form please send it to the
Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF4 3UZ DX 33050 Cardiff
for companies registered in England and Wales

or

Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB

for companies registered in Scotland

DX 235 Edinburgh

Company Secretary (see notes 1-5)

COMPANY

Company name

CHARLOT INCORPORATED PUBLIC LIMITED

NAME *Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

QUICKNESS LIMITED

Previous forename(s)

Previous surname(s)

Address

SENATOR HOUSE

Usual residential address

For a corporation, give the registered or principal office address.

85 QUEEN VICTORIA STREET

Post town

LONDON

County / Region

Postcode

ECAV 4JL

Country

ENGLAND

I consent to act as secretary of the company named on page 1

Consent signature

Date

21-5-97

For and on behalf of
Quickness Limited

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc

Forename(s)

Surname

QUICKNESS LIMITED

Previous forename(s)

Previous surname(s)

Address

SENATOR HOUSE

Usual residential address

For a corporation, give the registered or principal office address.

85 QUEEN VICTORIA STREET

Post town

LONDON

County / Region

Postcode

ECAV 4JL

Country

ENGLAND

Day Month Year

Date of birth

+

Nationality

—

Business occupation

—

Other directorships

—

I consent to act as director of the company named on page 1

Consent signature

Date

21-5-97

For and on behalf of

Directors

(continued)

(see notes 1-5)

NAME _____

*Style / Title

*Honours etc

* Voluntary details

Forename(s)

Surname

EXCELLET INVESTMENTS LTD

Previous forename(s)

Previous surname(s)

Address

Usual residential address

For a corporation, give the registered or principal office address.

Post town

County / Region

Postcode

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

for and on behalf of
Date
 Excellet Investments Limited

This section must be signed by

Either

**an agent on behalf
of all subscribers**

Signed

Overhead

Date _____

21-5-97

Or the subscribers

Signed

Date _____

**(i.e those who signed
as members on the
memorandum of
association).**

Signed

Date _____

Signed

Date _____

Signed

Date _____

Sianec

Date _____

Signed

Date _____

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,

- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.

The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is or at all times during the past 5 years**, when the person was a director, **was**:

- dormant,

- a parent company which wholly owned the company making the return,

- a wholly owned subsidiary of the company making the return, or

- another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors and include the company's number.

3376854



THE COMPANIES ACT 1985 TO 1989

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

-of-

CHARIOT INCORPORATED PUBLIC LIMITED COMPANY

1. The Company's name is "**CHARIOT INCORPORATED PUBLIC LIMITED COMPANY**".
2. The Company is to be a Public Company.
3. The Company's registered office is to be situated in England and Wales.
4. The Company's objects are:-

(a) To acquire and hold controlling and other interests in the share or loan capital of any company or companies and in particular in companies engaged in the business of underwriting membership of Lloyd's.

(b) To carry on the business of an investment company in all its branches, and to acquire by purchase, lease, concession, grant, licence or otherwise such businesses, options, rights, privileges, lands, buildings, leases, under leases, stocks, shares, debentures, debenture stock, bonds, obligations, securities, reversionary interests, annuities, policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold, manage, develop, lease, sell or dispose of the same and to vary any of the investments of the Company, to act as trustees of any deeds constituting or securing any debentures, debenture stock or other securities or obligations.

(c) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(d) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

N/INC £200//

MB 006223

24908.0

5/1047

(2) of (2)

(e) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'inventio, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(f) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(g) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(h) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(i) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum or money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(j) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(k) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(l) To apply for, promote and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(m) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(n) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(o) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(p) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing or, underwrite, subscribe for or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(q) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(r) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(s) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(t) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any shares or other securities of the Company.

(u) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or its employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(v) Subject to and in accordance with a due compliance with the provisions of Section 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1) (a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(w) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(x) To procure the Company to be registered or recognised in any part of the world.

(y) To do all or any of the things or matters aforesaid in any part of the world and either, as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(z) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

5. The liability of the Members is limited.

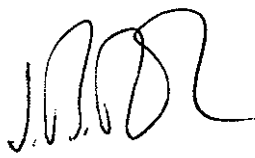
6. The Company's share capital is £20,000,000 divided into 20,000,000 shares of £1 each.

We the Subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of subscribers

Number of Shares
taken by each
subscriber

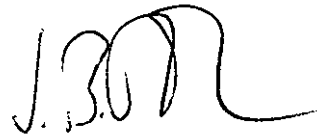
-
1. Quickness Limited
Senator House
85 Queen Victoria Street
London EC4V 4JL
(Limited Company)



For and on behalf of
Quickness Limited

ONE

2. Excellet Investments Limited
Senator House
85 Queen Victoria Street
London EC4V 4JL
(Limited Company)



for and on behalf of
Excellet Investments Limited

ONE

Total shares taken

TWO

Dated 21st May 1997
Witness to the above signatures,



SARAH JENKINS

Senator House

85 Queen Victoria Street

London EC4V 4JL

Company Administrator

Company No.[]

THE COMPANIES ACTS 1985 and 1989
PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
CHARIOT INCORPORATED PUBLIC LIMITED COMPANY

1. Interpretation

1.1 In these articles:

"Act" means the Companies Act 1985 as amended by the Companies Act 1989, including any statutory modification or re-enactment for the time being in force;

"articles" means these articles of association as amended from time to time;

"auditors" means the auditors of the Company;

"board" means the board of directors of the Company or the directors present or deemed to be present at a duly convened meeting of the directors at which a quorum is present;

"business day" means a day (not being a Saturday or Sunday) on which clearing banks are open for business in London;

"clear days" means, in relation to a period of notice, that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"company" includes any body corporate (not being a corporation sole) or association of persons, whether or not a company within the meaning of the Act;

"Council" the Council of Lloyd's constituted by Section 3 of the Lloyd's Act 1982 and its duly authorised delegates from time to time;

"director" means, unless the context otherwise requires, a director of the Company;

"dividend" includes bonus issues of shares;

"entitled by transmission" means, in relation to a share, entitled as a consequence of the death or bankruptcy of a member or of another event giving rise to a transmission of entitlement by operation of law;

"executed" includes, in relation to a document, execution under hand or under seal or by another method permitted by law;

"holder" means, in relation to a share, the member whose name is entered in the register as the holder of that share;

"Lloyd's" means Lloyd's of London;

"Lloyd's Authorised Person" means an officer or employee of Lloyd's of London as specified in paragraph 1 of the Schedule to the Membership Byelaw;

"member" means, unless the context otherwise requires, a member of the Company;

"Membership Byelaw" means the Lloyd's Membership Byelaw (No. 17 of 1993);

"office" means the registered office of the Company;

"paid" and "paid up" include credited as paid or paid up;

"recognised person" means a recognised clearing house or a nominee of a recognised clearing house or of a recognised investment exchange which is designated for the purposes of section 185(4) of the Act;

"register" means, unless the context otherwise requires, the register of members kept pursuant to section 352 of the Act;

"seal" means, unless the context otherwise requires, the common seal of the Company (if any) or any official or securities seal that the Company may have or may be permitted to have under the Act;

"secretary" means the secretary of the Company and includes any assistant or deputy secretary and a person appointed by the board to perform the duties of the secretary;

"shares" means all the classes of shares in the capital of the Company or any of them as the context requires.

1.2 Words and expressions contained in these articles which are not defined in paragraph 1.1 have, unless the contrary is indicated, the same meaning as in the Act, but excluding any statutory modification to the Act not in force at the date of adoption of these articles.

1.3 Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution shall also be effective for that purpose, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution shall also be effective for that purpose.

1.4 The headings in the articles shall not affect the interpretation of the articles.

2. Table A not to apply

No regulations contained in any statute or subordinate legislation, including the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (as amended), apply as the regulations or articles of association of the Company.

SHARE CAPITAL

3. Authorised capital

The authorised share capital of the Company at the date of adoption of these articles is £20,000,000 divided into 20,000,000 ordinary shares of £1 each, having the rights and privileges and being subject to the restrictions and limitations hereafter set out.

4. Allotment

4.1 Unissued shares shall be under the control of the board who may (subject to Section 80 of the Act) allot, grant options over or otherwise dispose of the same, to such persons on such terms and in such manner as they think fit but no share may be issued at a discount.

4.2 The board is generally and unconditionally authorised for the purposes of Section 80 of the Act to allot relevant securities within the meaning of the said Section 80 up to a maximum nominal amount of £20,000,000 to such persons, at such times and on such terms and conditions as the board may decide PROVIDED THAT the authority shall expire on the fifth anniversary of the date of the resolution adopting these articles unless previously varied or revoked or renewed by the Company in general meeting.

4.3 The board is empowered to allot equity securities within the meaning of Section 94 of the Act pursuant to the authority conferred by Article 4.2 as if Section 89(1) of the Act did not apply to any such allotment.

4.4 The board may at any time after the allotment of a share but before a person has been entered in the register as the holder of the share recognise a renunciation of the share by the allottee in favour of another person and may grant to an allottee a right to effect a renunciation on the terms and conditions the board thinks fit.

5. Power to attach rights

Subject to the Act and to the rights attached to existing shares, new shares may be allotted or issued with or have attached to them such special rights or restrictions as the Company may by ordinary resolution decide, or, if no resolution is passed, as the board may decide.

6. Redeemable shares

Subject to the Act and to the rights attached to existing shares, shares may be issued on terms that they are to be redeemed or, at the option of the Company or the holder, are liable to be redeemed.

7. Variation of rights

7.1 Subject to the Act, the rights attached to a class of shares may be varied whether or not the Company is being wound up (i) in such manner (if any) as may be provided by those rights, or (ii) in the absence of provision, either with the consent in writing of the holders of at least three-fourths of the nominal amount of the issued shares of that class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class validly held in accordance with the articles, but not otherwise.

7.2 The rights attached to a class of shares are not, unless otherwise expressly provided in the rights attaching to those shares, deemed to be varied by the creation or issue of further shares ranking *pari passu* with or subsequent to them or by the purchase or redemption by the Company of its own shares in accordance with the Act and article 39.

8. Commission

The Company may exercise all powers conferred or permitted by the Act of paying commission or brokerage. Subject to the Act, commission or brokerage may be satisfied by the payment of cash or the allotment of fully or partly paid shares or the grant of an option to call for an allotment of shares or by any combination of these methods.

9. Trusts not recognised

Except as ordered by a court of competent jurisdiction or as required by law, the Company is not bound by or otherwise compelled to recognise (even if it has notice of it) an equitable, contingent, future, partial or other claim to or interest in a share other than an absolute right in the holder to the whole of the share.

SHARE CERTIFICATES

10. Right to certificate

10.1 Subject to the Act, a person (except a recognised person in respect of whom the Company is not required by law to complete and have ready for delivery a certificate) on becoming the holder

of a share is entitled, unless the terms of issue of the shares provide otherwise, without charge, to one certificate for all the shares of a class registered in his name or, in the case of shares of more than one class being registered in his name, or in the case of shares of more than one class being registered in his name, to a separate certificate for each class of shares.

10.2 Where a member (other than a recognised person) transfers part of his shares comprised in a certificate he is entitled, without charge, to one certificate for the balance of shares retained by him.

10.3 The Company is not bound to issue more than one certificate for shares held jointly by two or more persons and delivery of a certificate to one joint holder is sufficient delivery to all joint holders.

10.4 A certificate shall specify the number and class and the distinguishing numbers (if any) of the shares in respect of which it is issued and the amount paid up on the shares. It shall be executed as a deed in such manner as the board may approve.

11. Replacement certificates

11.1 Where a member holds two or more certificates for shares of one class, the board may at his request, on surrender of the original certificates and without charge, cancel the certificates and issue a single replacement certificate.

11.2 At the request of a member, the board may cancel a certificate and issue two or more in its place (representing shares in such proportions as the member may specify), on surrender of the original certificate and on payment of such reasonable sum as the board may decide.

11.3 Where a certificate is worn out, defaced, lost or destroyed, the board may cancel it and issue a replacement certificate on such terms as to provision of evidence and indemnity (with or without security) and to payment of any exceptional out-of-pocket expenses incurred by the Company in the investigation of that evidence and the preparation of that indemnity and security as the board may decide, and (where it is worn out or defaced) on surrender of the original certificate.

LIEN

12. Company's lien on shares not fully paid

12.1 The Company has a first and paramount lien on every share (other than a fully-paid share) registered in the name of a member (whether solely or jointly with another person) for an amount payable in respect of the share, whether the due date for payment has arrived or not. The lien applies to all dividends from time to time declared or other amounts payable in respect of the share.

12.2 The board may either generally or in a particular case declare a share to be wholly or partly exempt from the provisions of this article. Unless otherwise agreed with the transferee, the registration of a transfer of a share operates as a waiver of the Company's lien (if any) on that share.

13. Enforcement of lien by sale

13.1 For the purpose of enforcing the lien, the board may sell shares subject to the lien in such manner as it may decide, if the due date for payment of the relevant amounts has arrived and payment is not made within 14 clear days after the service of a notice in writing (stating, and demanding payment of, the amounts and giving notice of the intention to sell in default of payment) on the member concerned (or to a person entitled by transmission to the shares).

13.2 To give effect to a sale, the board may authorise a person to execute an instrument of transfer of shares in the name and on behalf of the holder of, or the person entitled by transmission to, the shares, to the purchaser or his nominee. The purchaser is not bound to see to the application of the purchase money and the title of the transferee is not affected by an irregularity in or invalidity of the proceedings connected with the sale.

14. Application of proceeds of sale

The net proceeds of a sale effected under the previous article, after payment of the costs of the sale, shall be applied by the Company in or towards satisfaction of the amount in respect of which the lien exists. Any residue shall (on surrender to the Company for cancellation of the certificate for the shares sold, or the provision of any indemnity (with or without security) as to any lost or destroyed certificate required by the board and subject to a like lien for amounts not presently payable as existed on the shares before the sale) be paid to the member or a person entitled by transmission to the shares immediately before the sale.

CALLS ON SHARES

15. Calls

Subject to the terms of allotment of shares, the board may make calls on members in respect of amounts unpaid on the shares or a class of shares held by them respectively (whether in respect of nominal value or a premium) and not payable on a date fixed by or in accordance with the terms of issue. Each member shall (on receiving at least 14 clear days' notice specifying when and where payment is to be made) pay to the Company the amount called as required by the notice. A call may be made payable by instalments and may, at any time before receipt by the Company of an amount due, be revoked or postponed in whole or in part as the board may decide. A call is deemed made at the time when the resolution of the board authorising it is passed. A person on whom a call is made remains liable to pay the amount called despite the subsequent transfer of the share in respect of which the call is made. The joint holders of a share are jointly and severally liable for payment of a call in respect of that share.

16. Power to differentiate

The board may make arrangements on the allotment or issue of shares for a difference between the allottees or holders in the amounts and times of payment of a call on their shares.

17. Interest on calls

If the whole of the amount called is not paid on or before the date fixed for payment, the person by whom it is payable shall pay interest on the unpaid amount at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, 20 per cent per annum) as the board may decide, and all costs, charges and expenses incurred by the Company by reason of the non-payment. Such interest shall be computed over the period from and including the date fixed for payment of the call until the date of actual payment. The board may waive payment of the interest in whole or in part.

18. Payment in advance

The board may, if it thinks fit, receive from a member all or part of the amounts uncalled and unpaid on shares held by him. A payment in advance of calls extinguishes to the extent of the payment the liability of the member on the shares in respect of which it is made. The Company may pay interest on the amount paid in advance, or on so much of it as from time to time exceeds the amount called on the shares in respect of which the payment in advance has been made, at such rate (not exceeding, without the sanction of the Company given by ordinary resolution, 20 per cent. per annum) as the board may decide.

19. Amounts due on allotment treated as calls

An amount which becomes payable in respect of a share on allotment or on a date fixed pursuant to the terms of allotment (whether in respect of nominal value or a premium) or as an instalment of a call, is deemed to be a call. In case of non-payment, the provisions of the articles as to payment of interest and costs, charges and expenses, forfeiture or otherwise apply as if that amount has become payable by virtue of a call.

FORFEITURE

20. Notice if call not paid

If a member fails to pay the whole of a call or an instalment of a call on or before the date fixed for payment, the board may serve notice on the member or on a person entitled by transmission to the share in respect of which the call was made demanding payment, on a date not less than 14 clear days from the date of the notice, of the amount of the call outstanding and any interest that may have accrued on it and all costs, charges and expenses incurred by the Company by reason of the non-payment. The notice shall state (i) the place where payment is to be made, and (ii) that if the notice is not complied with the share in respect of which the call was made will be liable to be forfeited.

21. Forfeiture for non-compliance

If the notice referred to in the previous article is not complied with, any share in respect of which it is given may, at any time before payment required by the notice has been made, be forfeited by

a resolution of the board. The forfeiture includes all dividends declared or other amounts payable in respect of the forfeited share and not paid before the forfeiture.

22. Notice after forfeiture

When a share has been forfeited, the Company shall serve notice of the forfeiture on the person who was before forfeiture the holder of the share or the person entitled by transmission to the share but no forfeiture is invalidated by an omission to give notice. An entry of the fact and date of forfeiture shall be made in the register.

23. Disposal of forfeited shares

23.1 Until cancelled in accordance with the Act, a forfeited share and all rights attaching to it are deemed to be the property of the Company and may be sold, re-allotted or otherwise disposed of either to the person who was before the forfeiture the holder or to another person, on such terms and in such manner as the board may decide. Where for this purpose a forfeited share is to be transferred, the board may authorise a person to execute an instrument of transfer of the share to the transferee. The Company may receive the consideration (if any) for the share on its disposal and may register the transferee as the holder of the share.

23.2 The board may before a forfeited share has been cancelled, sold, re-allotted or otherwise disposed of, annul the forfeiture on such conditions as it thinks fit.

23.3 A statutory declaration by a director or the secretary that a share has been forfeited on the date stated in the declaration is conclusive evidence of the facts stated in the declaration against all persons claiming to be entitled to the share. The declaration (subject if necessary to the execution of an instrument of transfer) constitutes good title to the share and the person to whom the share is disposed of is not bound to see to the application of the consideration (if any). His title to the share is not affected by any irregularity in or invalidity of the proceedings connected with the forfeiture or disposal.

24. Arrears to be paid notwithstanding forfeiture

A person whose share has been forfeited ceases on forfeiture to be a member in respect of it and shall surrender to the Company for cancellation the certificate for the forfeited share or shares. He remains liable to pay, and shall immediately pay to the Company, all calls, interest, costs, charges and expenses owing in respect of the share at the time of forfeiture, with interest, from the time of forfeiture until payment, at such rate as may be fixed by the terms of allotment of the share or, if no rate is fixed, at the rate (not exceeding, without the sanction of the Company given by ordinary resolution, 20 per cent. per annum) as the board may decide. The board may if it thinks fit enforce payment without allowance for the value of the share at the time of forfeiture or for consideration received on disposal.

25. Surrender

The board may accept the surrender of a share liable to be forfeited and in that case references in the articles to forfeiture include surrender.

UNTRACED SHAREHOLDERS

26. Power of sale

26.1 The Company is entitled to sell a share if:

(a) during the relevant period (being the period of not less than 12 years before the date of publication of the advertisements referred to in article 26.1(b) (or, if published on two different dates, the first date) the Company has paid at least three cash dividends (whether interim or final) and (1) no cheque, order or warrant sent by the Company by post in a pre-paid envelope addressed to the holder of the share, or to the person entitled by transmission to the share, at his address on the register or other last-known address given by the member or other person has been cashed, and (2) no communication has been received by the Company from the member or person entitled by transmission (in his capacity as member or person entitled by transmission);

(b) on expiry of the relevant period the Company has given notice of its intention to sell the share by advertisement in a leading daily newspaper and in a newspaper circulating in the area of the address referred to in article 26.1(a); and

(c) the Company has not during a further period of three months after the date of the advertisements referred to in article 26.1(b) (or the later advertisement if the advertisements are published on different dates) and before the exercise of the power of sale received a communication from the member or person entitled by transmission (in his capacity as member or person entitled by transmission).

26.2 In addition to the power of sale conferred by article 26.1, if during the relevant period or a further period ending on the date when all the requirements of article 26.1 have been satisfied an additional share has been issued in right of that held at the beginning of, or previously so issued during, those periods and all the requirements of article 26.1 have been satisfied in respect of the additional share, the Company is entitled to sell the additional share.

26.3 To give effect to a sale pursuant to article 26.1 or 26.2, the board may authorise a person to execute an instrument of transfer of the share in the name and on behalf of the holder of, or the person entitled by transmission to, the share to the purchaser or his nominee. The purchaser is not bound to see to the application of the purchase money and the title of the transferee is not affected by an irregularity or invalidity in the proceedings connected with the sale of the share.

27. Application of proceeds of sale

The Company shall account to the member or other person entitled by transmission to the share for the net proceeds of sale by carrying all amounts received on sale to a separate account. The Company is deemed to be a debtor and not a trustee in respect of those amounts for the member or other person. Amounts carried to the separate account may either be employed in the business of the Company or invested as the board may think fit. No interest is payable on those amounts and the Company is not required to account for money earned on them.

TRANSFER OF SHARES

28. Form of transfer

A member may transfer all or any of his shares by instrument of transfer in writing in any usual form or in any other form approved by the board, and the instrument shall be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid) by or on behalf of the transferee. The transferor is deemed to remain the holder of the share until the name of the transferee is entered in the register in respect of it.

29. Right to refuse registration

- 29.1 If any member ("the transferor") wishes to transfer shares in the Company ("the transfer shares") he shall first notify the board of his intention and the name of the prospective transferee and such other details, including details of the prospective transferee and the terms of transfer, as the board shall reasonably require. The board may (but shall not be obliged to) ascertain whether any member (other than, where applicable, the prospective transferee) wishes to purchase the transfer shares and shall notify the transferor accordingly.
- 29.2 No transfer shall be registered unless the transferor has first notified the board of his intentions pursuant to article 29.1.
- 29.3 Without prejudice to the provisions of article 29.2, the board may, in its absolute discretion and without giving a reason, refuse to register the transfer of a share or renunciation of a renounceable letter of allotment.
- 29.4 If the board refuses to register the transfer of a share it shall, within two months after the date on which the transfer was lodged with the Company, send notice of the refusal to the transferee. An instrument of transfer which the board refuses to register shall (except in the case of suspected fraud) be returned to the person depositing it. All instruments of transfer which are registered may be retained by the Company.

30. Fees on registration

No fee may be charged by the Company for registering the transfer of a share or the renunciation of a renounceable letter of allotment or other document relating to or affecting the title to a share or the right to transfer it or for making any other entry in the register.

31. Suspension of registration and closing of register

The registration of transfers may be suspended at such times and for such period (not exceeding 30 days in any year) as the board may decide and either generally or in respect of a particular class of shares.

32. Limitation on shareholdings

32.1 In this article 32:-

(a) "Prohibited Shares" means:-

(i) any Shares which the Board decides are US held shares and which are or will be owned, after application of the attribution rules of section 958 of the Code by US Shareholders in excess of the US Permitted Maximum, being 25% of all Shares;

(ii) any Shares which cause their holder or owner to be a Major Shareholder.

(b) "Major Shareholder" means, in relation to a body corporate:-

(i) a person who, either alone or with any connected person or persons, is entitled to exercise, or control the exercise of 15 per cent or more of the voting power at any general meeting of the body corporate or of another body corporate which controls the body corporate; or

(ii) any person who, either alone or with any connected person or persons, holds such part of the share capital of that body corporate or of another body corporate which controls that body corporate as would, if the whole of the income of the body corporate or, as the case may be, that other body corporate were in fact distributed among its shareholders entitle him to receive 15 per cent or more of the amount so distributed; or

(iii) any person who, either alone or with any connected person or persons, has such rights as would, in the event of a winding up of that body corporate or of another body corporate or in any other circumstance, entitle him to receive 15 per cent or more of the assets of the body corporate or, as the case may be, that other body corporate available for distribution among its shareholders;

(c) "US-held share" means any Share the owner of which, after application of the attribution rules of section 958 of the Code, is a United States Person;

- (d) "Share(s)" means any share or shares in the issued share capital of the Company;
- (e) "US Person" has the meaning assigned to it by section 957 of the Code.
- (f) "US Shareholders" has the meaning assigned to it under section 952(b) of the Code
- (g) "the Code" means the United States Internal Revenue Code of 1986, as amended.
- (h) "associates" in relation to a connected person means:-
 - (i) a person's spouse and children (including step-children and adopted children) under the age of 18 years;
 - (ii) any body corporate of which that person or their spouse is a director;
 - (iii) any person who is an employer, employee or partner of the person or of that person's spouse; and
 - (iv) any body corporate of which that person or that person's spouse, either alone or with any other connected person, has control.
- (i) "connected person" means in relation to any person:
 - (i) any person who is party to any agreements, arrangement or understanding with the first person involving mutual obligations, understandings or expectations with regard to the retention or disposal of any shares in a body corporate or to the exercise of any voting power conferred by the shares or to any other influence arising from the shares;
 - (ii) any person whom the first person controls;
 - (iii) where that person is a body corporate, any trustee of its pension funds;
 - (iv) where that person is a body corporate, its directors and their associates;
 - (v) where that person is an individual, his associates.
- (j) "controller" means, in relation to a body corporate:
 - (i) a person who, either alone or with any connected person or persons is entitled to exercise, or to control the exercise of, 30 per cent or more of the voting power at any general meeting of that body corporate or of another body corporate which controls the body corporate; or
 - (ii) a person in accordance with whose directions or instructions (either alone or with those of any connected person) the directors of the body corporate are accustomed to act; or

(iii) any person who, either alone or with any connected person or persons, holds such part of the share capital of that body corporate or of another body corporate which controls that body corporate as would, if the whole of the income of the body corporate or, as the case may be, that other body corporate were in fact distributed among its shareholders, entitle him to receive 30 per cent or more of the amount so distributed; or

(iv) any person who, either alone or with any connected person or persons, has such rights as would, in the event of a winding up of that body corporate or of another body corporate which controls that body corporate or in any other circumstance, entitle him to receive 30 per cent or more of the assets of the body corporate or, as the case may be, that other body corporate available for distribution among its shareholders;

and "control" shall be construed accordingly.

32.2 The Prohibited Shares shall be dealt with in accordance with articles 32.5 and 32.6 below.

32.3 It shall be for the Board in their absolute discretion to decide whether or not a Share is a Prohibited Share, regardless of the date of entry of the relevant holder on the Register of Members of the Company and of the number of Shares held by him.

32.4 (a) Subject to the provisions of this article 32, the Board shall, unless any director has reason to believe otherwise, be entitled to assume without enquiry that all Shares are not US-held shares or otherwise Prohibited Shares.

(b) Nevertheless, the Board may at any time give notice in writing to the holder (or to any one of the joint holders) of a Share requiring him to make a declaration (in such form as the Board may prescribe) within such reasonable period as may be specified in the notice as to whether or not the Share is a Prohibited Share or is a US-held Share and the percentage the United States person owns, after application of the attribution rules of section 958 of the Code. Without prejudice to article 32.3 above, if such holder fails to comply with such notice or declares the Share to be a US-held Share, the Board may, in their absolute discretion, treat any Share held by such holder as a Share appearing to them to be a Prohibited Share for the purposes of article 32.5 below.

32.5 The Board may give notice in writing to the holder (or to any one of joint holders) of any Share which appears to them to be a Prohibited Share requiring him within twenty one days (or such extended time as in all the circumstances the Board shall consider reasonable) to transfer (and/or procure the disposal of interests in) such Share to another person so that it will cease to be a Prohibited Share. On and after the date of such notice, and until registration of a transfer of the Share to which the notice relates pursuant to the provisions of this article 32.5 or article 32.6 such that it ceases to be a Prohibited Share, the Share shall not confer any right to receive notice of or to attend or vote at general meetings of the Company or of any class of Shareholders and the rights to attend (whether in person or by proxy), to speak and to demand and vote on a poll which would have attached to the Share had it not appeared to the Board to be a Prohibited Share shall vest in the

chairman of any such meeting. The manner in which the chairman exercises or refrains from exercising any such rights shall be entirely at his discretion. The chairman of any such meeting as aforesaid shall be informed by the Board of any Share becoming or being deemed to be a Prohibited Share.

32.6 (a) If within twenty-one days after the giving of any notice pursuant to article 32.5 above (or such extended time as in all the circumstances the Board shall consider reasonable) such notice is not complied with to the satisfaction of the Board, the Board shall, as far as it is able dispose of such Share (or procure that such a disposal is made) at the best price reasonably obtainable from any other person so that the Share will cease to be a Prohibited Share and shall give notice of the disposal to those persons on whom the notice was served. The holder or holders of the Prohibited Share shall be deemed irrevocably and unconditionally to have authorised the Board to make such disposal. For this purpose the Board may authorise in writing any officer or employee of the Company to execute on behalf of the holder or holders a transfer of the Share to the purchaser and may issue a new certificate to the purchaser. The net proceeds of the sale of such Share shall be received by the Company whose receipt shall be a good discharge for the purchase money and shall be paid over by the Company to the former holder or holders (together with interest at such rate as the Board considers appropriate) upon surrender by him or them of the certificate for the Share.

(b) The manner, timing and terms of any disposal pursuant to this article 32.6 made or sought to be made by the Board (including, but not limited to, the price or prices at which the same is made) shall be such as the Board determines, based on advice from bankers, brokers, or other persons as the Board considers it appropriate to consult for the purpose to be reasonably practicable having regard to all the circumstances and the Board shall not be liable to any person (whether or not to former holder or holders of a Prohibited Share) for any of the consequences of reliance on such advice.

32.7 Any notice given pursuant to articles 32.4, 32.5, or 32.6 may relate to more than one Share and shall in any event specify the Share or Shares to which it relates.

32.8 The Board shall not be required to give any reasons for any decision, determination or declaration taken or made in accordance with this article 32, but shall in all circumstances act in good faith. Any such decision, determination or declaration shall be final and binding on the members.

32.9 Notwithstanding article 67 and without prejudice to the generality of article 29.1 the board may refuse to register the transfer of a share if the registration of that transfer would constitute or confirm the share as a Prohibited Share.

32.10 This article shall apply notwithstanding any provisions in any other of the articles which is inconsistent with or contrary to it.

TRANSMISSION OF SHARES

33. On death

33.1 The Company may recognise only the personal representatives of a deceased member as having title to a share held by that member alone or to which he alone was entitled. In the case of a share held jointly by more than one person, the Company may recognise only the survivor or survivors as being entitled to it.

33.2 Nothing in the articles releases the estate of a deceased member from liability in respect of a share which has been solely or jointly held by him.

34. Election of person entitled by transmission

34.1 A person becoming entitled by transmission to a share may, on production of any evidence the board may require, elect either to be registered as a member or to have a person nominated by him registered as a member.

34.2 If he elects to be registered himself, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall execute an instrument of transfer of the share to that person. All the provisions of the articles relating to the transfer of shares apply to the notice or instrument of transfer (as the case may be) as if it were an instrument of transfer executed by the member and his death, bankruptcy or other event giving rise to a transmission of entitlement had not occurred.

34.3 The board may give notice requiring a person to make the election referred to in article 34. 1. If that notice is not complied with within 60 days the board may withhold payment of all dividends and other amounts payable in respect of the share until notice of election has been made.

35. Rights on transmission

Where a person becomes entitled by transmission to a share, the rights of the holder in relation to that share shall cease. The person entitled by transmission may, however, give a good discharge for dividends and other amounts payable in respect of the share and, subject to articles 34 and 112, such person shall have the rights to which he would be entitled if he were the holder of the share. Before, however, he is registered as the holder of the share, that person entitled by transmission shall not be entitled to receive notice of or exercise rights conferred by membership in relation to meetings of the Company or a separate meeting of the holders of a class of shares.

ALTERATION OF SHARE CAPITAL

36. Increase, consolidation, sub-division and cancellation

The Company may by ordinary resolution:

- (a) increase its share capital by a sum to be divided into shares of an amount prescribed by the resolution;
- (b) consolidate and divide all or any of its share capital into shares of a larger amount than its existing shares;
- (c) subject to the Act, sub-divide all or any of its shares into shares of a smaller amount and may by the resolution decide that the shares resulting from the sub-division have amongst themselves a preference or other advantage or be subject to a restriction; and
- (d) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by a person and diminish the amount of its share capital by the amount of the shares so cancelled.

37. Fractions

Whenever as the result of consolidation and division or sub-division of shares members become entitled to fractions of a share, the board may on behalf of the members deal with the fractions as it thinks fit. In particular, the board may:

- (a) sell fractions of a share to a person (including, subject to the Act, to the Company) for the best price reasonably obtainable and distribute the net proceeds of sale in due proportion amongst the persons entitled (except that if the amount due to a person is less than £3, or such other sum as the board may decide, the sum may be retained for the benefit of the Company). To give effect to a sale the board may authorise a person to execute an instrument of transfer of shares to the purchaser or his nominee and may cause the name of the purchaser or his nominee to be entered in the register as the holder of the shares. The purchaser is not bound to see to the application of the purchase money and the title of the transferee to the shares is not affected by any irregularity or invalidity in the proceedings connected with the sale; or
- (b) subject to the Act, issue to a member credited as fully paid by way of capitalisation the minimum number of shares required to round up his holding of shares to a number which, following consolidation and division or sub-division, leaves a whole number of shares (such issue being deemed to have been effected immediately before consolidation or sub-division, as the case may be). The amount required to pay up those shares may be capitalised as the board thinks fit out of amounts standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution, and applied in paying up in full the appropriate number of shares. A resolution of the board capitalising part of the reserves has the same effect as if the capitalisation had been declared by ordinary resolution of the Company pursuant to article 118. In relation to the capitalisation the board may exercise all the powers conferred on it by article 118 without an ordinary resolution of the Company.

38. Reduction of capital

Subject to the Act, the Company may by special resolution reduce its share capital, capital redemption reserve and share premium account in any way.

39. Purchase of own shares

Subject to the Act, the Company may purchase shares of any class (including redeemable shares) in any way. If at the date proposed for approval of the proposed purchase there are in issue shares of a class entitling the holders to convert into shares of another class, no purchase may take place unless it has been sanctioned by an extraordinary resolution passed at a separate meeting (or meetings if there are two or more classes) of the holders of that class of convertible shares.

GENERAL MEETINGS

40. Annual general meeting

The Company shall hold annual general meetings, which shall be convened by the board, in accordance with the Act.

41. Extraordinary general

All general meetings of the Company other than annual general meetings are called extraordinary general meetings.

42. Convening of extraordinary general meetings

The board may convene an extraordinary general meeting whenever it thinks fit. The board must convene an extraordinary general meeting immediately on receipt of a requisition from members made in accordance with the Act and in default a meeting may be convened by requisitionists as provided in the Act. At a meeting convened on a requisition or by requisitionists no business may be transacted except that stated by the requisition or proposed by the board.

43. Length and form of notice

43.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution shall be called by not less than 21 clear days' notice. All other extraordinary general meetings shall be called by not less than 14 clear days' notice.

43.2 Subject to the Act, and although called by shorter notice than that specified in paragraph 43.1, a general meeting is deemed to have been duly called if it is so agreed:

(a) in the case of an annual general meeting, by all the members entitled to attend and vote at the meeting; and

(b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together holding not less than 95 per cent in nominal value of the shares giving that right.

43.3 The notice of meeting shall specify:

- (a) whether the meeting is an annual general meeting or an extraordinary general meeting,
- (b) the place, the date and the time of the meeting;
- (c) in the case of special business, the general nature of that business;
- (d) if the meeting is convened to consider a special or an extraordinary resolution, the intention to propose the resolution as such; and
- (e) with reasonable prominence, that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not also be a member.

43.4 The notice of meeting shall be given to the members (other than any who, under the provisions of the articles or restrictions imposed on shares, are not entitled to receive notice), to the directors and to the auditors.

44. Omission to send notice

The accidental omission to send a notice of meeting or, in cases where it is sent out with the notice, an instrument of proxy to, or the non-receipt of either by, a person entitled to receive it does not invalidate the proceedings at a general meeting.

45. Special business

All business transacted at a general meeting is deemed special except the following business at an annual general meeting:

- (a) the receipt and consideration of the annual accounts, the directors' report and auditors' report on those accounts;
- (b) the appointment of directors and other officers in place of those retiring by rotation or otherwise ceasing to hold office;
- (c) the declaration of dividends;
- (d) the appointment of the auditors (when special notice of the resolution for appointment is not required by the Act) and the fixing, or determination of the manner of the fixing, of their remuneration; and

- (e) the renewal of the authorities of the Company in general meeting required by the Act and the articles in relation to the allotment of shares.

PROCEEDINGS AT GENERAL MEETINGS

46. Quorum

46.1 No business may be transacted at a general meeting unless a quorum is present. The absence of a quorum does not prevent the appointment of a chairman in accordance with the articles, which is not treated as part of the business of the meeting.

46.2 The quorum for a general meeting is for all purposes two members present in person or by proxy and entitled to vote.

47. Procedure if quorum not present

47.1 If a quorum is not present within ten minutes (or such longer period as the chairman in his absolute discretion thinks fit) from the time fixed for the start of the meeting or if during the meeting a quorum ceases to be present, the meeting, if convened by or on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such time (being not less than 14 days nor more than 28 days later) and place as the chairman (or, in default, the board) decides.

47.2 At an adjourned meeting the quorum is two members present in person or by proxy and entitled to vote. If a quorum is not present within ten minutes (or such longer period as the chairman in his absolute discretion thinks fit) from the time fixed for the start of the meeting or if during the meeting a quorum ceases to be present, the adjourned meeting shall be dissolved.

47.3 The Company shall give not less than seven clear days' notice of any meeting adjourned for the lack of a quorum.

48. Chairman

The chairman (if any) of the board or, in his absence, the deputy chairman (if any) shall preside as chairman at a general meeting. If there is no chairman or deputy chairman, or if at a meeting neither is present within ten minutes after the time fixed for the start of the meeting, or neither is willing to act, the directors present shall select one of their number to be chairman, and if only one director is present and willing to act, he shall be chairman. In default, the members present in person and entitled to vote shall choose one of their number to be chairman.

49. Director's right to attend and speak

A director is entitled to attend and speak at a general meeting and at a separate meeting of the holders of a class of shares or debentures whether or not he is a member.

50. Power to adjourn

50.1. The chairman may, with the consent of a meeting at which a quorum is present (and shall, if so directed by the meeting) adjourn a meeting from time to time and from place to place or for an indefinite period.

50.2. Without prejudice to any other power which he may have under the provisions of the articles or at common law, the chairman may, without the consent of the meeting, interrupt or adjourn a meeting from time to time and from place to place or for an indefinite period if he is of the opinion that it has become necessary to do so in order (i) to secure the proper and orderly conduct of the meeting, or (ii) to give all persons entitled to do so a reasonable opportunity of speaking and voting at the meeting, or (iii) to ensure that the business of the meeting is properly disposed of.

51. Notice of adjourned meeting

Without prejudice to article 47.3, whenever a meeting is adjourned for 28 days or more or for an indefinite period, at least seven clear days' notice of the meeting shall be given to the members (other than any who, under the provisions of the articles or restrictions imposed on any shares, are not entitled to receive notice), the directors and the auditors. Such notice shall specify the place, the date and time of the adjourned meeting and the general nature of the business to be transacted. Subject only to this article and article 47.3, it shall not be necessary to give notice of an adjourned meeting or of the business to be transacted at the adjourned meeting.

52. Business at adjourned meeting

No business may be transacted at an adjourned meeting other than the business which might properly have been transacted at the meeting from which the adjournment took place.

53. Accommodation of members at meeting

If it appears to the chairman that the meeting place specified in the notice convening the meeting is inadequate to accommodate all members entitled and wishing to attend, the meeting shall be duly constituted and its proceedings valid if the chairman is satisfied that adequate facilities are available to ensure that a member who is unable to be accommodated is able (i) to participate in the business for which the meeting has been convened, and (ii) to hear and see all persons present who speak (whether by the use of microphones, loud-speakers, audio-visual communications equipment or otherwise), whether in the meeting place or elsewhere, and (iii) to be heard and seen by all other persons present in the same way.

VOTING

54. Method of voting

54.1 At a general meeting, a resolution put to the vote of the meeting shall be decided by a show of hands unless (before or on the declaration of the result of the show of hands) a poll is duly demanded.

54.2 Subject to the Act, a poll may be demanded on any question by:

- (a) the chairman of the meeting; or
- (b) at least one member present in person or by proxy and entitled to vote; or
- (c) a member or members present in person or by proxy representing in aggregate not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
- (d) a member or members present in person or by proxy holding shares conferring a right to vote at the meeting, being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring the right.

A demand by a proxy is deemed to be a demand by the member appointing the proxy.

54.3 Unless a poll is demanded and the demand is not withdrawn, a declaration by the chairman that the resolution has been carried, or carried by a particular majority, or lost or not carried by a particular majority, and an entry to that effect in the book containing the minutes of proceedings, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

55. Procedure on a poll

55.1 If a poll is properly demanded, it shall be taken in such manner as the chairman of the meeting directs. He may appoint scrutineers, who need not be members, and may fix a time and place for declaring the result of the poll. The result of the poll shall be deemed to be the resolution of the meeting at which the poll is demanded.

55.2 A poll demanded on the election of a chairman or on any question of adjournment shall be taken at the meeting and without adjournment. A poll demanded on another question shall be taken at such time and place as the chairman decides, either at once or after an interval or adjournment (but not more than 30 days after the date of the demand).

55.3 No notice need be given of a poll not taken immediately if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven clear days' notice shall be given specifying the time and place at which the poll is to be taken.

55.4 The demand for a poll may be withdrawn but only with the consent of the chairman. A demand withdrawn in this way validates the result of a show of hands declared before the demand is made. In the case of a poll demanded before the declaration of the result of a show of hands, the meeting shall continue as if the demand had not been made.

55.5 The demand for a poll (other than on the election of the chairman of the meeting or on a question of adjournment) shall not prevent the meeting continuing for the transaction of business other than the question on which a poll has been demanded.

55.6 On a poll, votes may be given in person or by proxy and a member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

56. Votes of members

56.1 Subject to special terms as to voting on which shares have been issued, or a suspension or abrogation of voting rights pursuant to the articles, at a general meeting every member present in person or by proxy shall have on a show of hands one vote and every member present in person or by proxy shall have on a poll one vote for every share of which he is the holder. A member who is proxy for another may vote on his own behalf and on behalf of the member(s) who he represents and his hand shall be counted more than once if necessary to achieve this.

56.2 In the case of joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and seniority shall be determined by the order in which the names of the holders stand in the register.

56.3 A member in respect of whom an order has been made by a court or official having jurisdiction (whether in the United Kingdom or elsewhere) that he is or may be suffering from mental disorder or is otherwise incapable of running his affairs may vote, whether on a show of hands or on a poll, by his guardian, receiver, curator bonis or other person authorised for that purpose and appointed by the court. A guardian, receiver, curator bonis or other person may, on a poll, vote by proxy if evidence (to the satisfaction of the board) of the authority of the person claiming to exercise the right to vote is deposited at the office (or at another place specified in accordance with the articles for the deposit of instruments of proxy) within the time limits prescribed by the articles for the deposit of instruments of proxy for use at the meeting, adjourned meeting or poll at which the right to vote is to be exercised.

57. Casting vote

In the case of an equality of votes the chairman shall have, on a show of hands and on a poll, a casting vote in addition to a vote to which he is entitled as a member.

58. Restriction on voting rights for unpaid calls etc.

Unless the board otherwise decides, no member is entitled in respect of a share held by him to be present or to vote, either in person or by proxy, at a general meeting or at a separate meeting of the

holders of a class of shares or on a poll, or to exercise other rights conferred by membership in relation to the meeting or poll, if a call or other amount due and payable in respect of the share is unpaid. This restriction ceases on payment of the amount outstanding and all costs, charges and expenses incurred by the Company by reason of the non-payment.

59. Voting by proxy

59.1 An instrument appointing a proxy shall be in writing in any usual form (or in any other form approved by the board) executed by the appointor or his duly constituted attorney or, if the appointor is a company, under its seal or under the hand of its duly authorised officer or attorney or other person authorised to sign.

59.2 An instrument of proxy is deemed (unless the contrary is stated in it) to confer authority to demand or join in demanding a poll and, on a poll, to vote on a resolution or amendment of a resolution put to, or other business which may properly come before, the meeting or meetings for which it is given, as the proxy thinks fit.

59.3 A proxy need not be a member.

59.4 A member may appoint more than one proxy to attend on the same occasion. When two or more valid but differing instruments of proxy are delivered for the same share for use at the same meeting, the one which is last validly delivered (regardless of its date or the date of its execution) shall be treated as replacing and revoking the other or others as regards that share.

59.5 Deposit of an instrument of proxy does not prevent a member attending and voting in person at the meeting or an adjournment of the meeting or on a poll.

59.6 An instrument of proxy is (unless the contrary is stated in it) valid for an adjournment of the meeting as well as for the meeting or meetings to which it relates. An instrument of proxy is valid for 12 months from the date of execution.

59.7 Subject to the Act, the Company may send an instrument of proxy to all or none of the persons entitled to receive notice of and to vote at a meeting. If sent, the instrument shall provide for two-way voting (without prejudice to a right to abstain) on all resolutions set out in the notice of meeting.

60. Deposit of proxy

An instrument of proxy, and (if required by the board) a power of attorney or other authority under which it is executed or a copy of it certified in a manner approved by the board, shall be:

- (a) deposited at the office, or another place in the United Kingdom specified in the notice convening the meeting or in an instrument of proxy or other accompanying document sent by the Company in relation to the meeting, not less than 48 hours before the time for holding the meeting

or adjourned meeting or the taking of a poll at which the person named in the instrument proposes to vote; or

(b) in the case of a meeting adjourned for less than 28 days but more than 48 hours or in the case of a poll taken more than 48 hours after it is demanded, deposited as required by paragraph (a) not less than 24 hours before the time appointed for the holding of the adjourned meeting or the taking of the poll; or

(c) in the case of a meeting adjourned for less than 48 hours or in the case of a poll not taken immediately but taken not more than 48 hours after it was demanded, deposited in accordance with paragraph (a) or delivered at the adjourned meeting or at the meeting at which the poll was demanded to the chairman or to the secretary or to a director.

An instrument of proxy not deposited or delivered in accordance with this article is invalid.

61. When votes by proxy valid though authority revoked

A vote given or poll demanded by a proxy or authorised representative of a company is valid despite termination of his authority unless notice of termination is received either (1) by the Company at the office (or other place specified for depositing the instrument of proxy) at least two hours before the time for holding the meeting or adjourned meeting at which the vote is given or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast or (2) by the chairman of the relevant meeting before the commencement of such meeting.

MISCELLANEOUS

62. Corporate representative

A company which is a member may, by resolution of its directors or other governing body, authorise a person to act as its representative at a meeting or at a separate meeting of the holders of a class of shares (the "representative"). The representative is entitled to exercise on behalf of such company (in respect of that part of such company's holding of shares to which the authorisation relates) those powers that such company could if it were an individual member. Such company is for the purposes of the articles deemed to be present in person at a meeting if the representative is present. All references to attendance and voting in person shall be construed accordingly. The Company Secretary may require the representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

63. Objections to and error in voting

No objection may be made to the qualification of a voter or to the counting of, or failure to count, a vote, except at the meeting or adjourned meeting at which the vote objected to is tendered or at which the error occurs. An objection properly made shall be referred to the chairman of the meeting and only invalidates the result of the voting if, in the opinion of the chairman, it is of sufficient

magnitude to affect the decision of the meeting. The decision of the chairman is conclusive and binding on all concerned.

64. Amendments to resolutions

If an amendment proposed to a resolution under consideration is ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by an error in his ruling.

65. Members' written resolutions

A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present is as effective as if it had been passed at a general meeting duly convened and held. The resolution in writing may consist of several instruments in the same form each duly executed by or on behalf of one or more members. If the resolution in writing is described as a special resolution or as an extraordinary resolution, it shall have effect accordingly.

66. Class meetings

A separate meeting for the holders of a class of shares shall be convened and conducted as nearly as possible in the same way as an extraordinary general meeting; save that the quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy at least one third in nominal value of the issued shares of the class in question, and at an adjourned meeting shall be one person holding shares of the class in question or his proxy, and that at any such meeting any holder of shares of the class in question present in person or by proxy may demand a poll.

67. Failure to disclose interests in shares

67.1 Where notice is served by the Company under section 212 of the Act (a "section 212 notice") on a member, or another person appearing to be interested in shares held by that member and the member or other person has failed in relation to any shares (the "default shares", which expression includes any shares issued after the date of the section 212 notice in right of those shares) to give the Company the information required within the prescribed period from the date of the section 212 notice, the following sanctions shall apply, unless the board otherwise decides:

(a) the member shall not be entitled in respect of the default shares to be present or to vote (either in person or by proxy) at a general meeting or at a separate meeting of the holders of a class of shares or on a poll, or to exercise any other rights conferred by membership in relation to the meeting or poll; and

(b) where the default shares represent at least 0.25 per cent in nominal value of the issued shares of their class:

(i) a dividend (or any part of a dividend) or other amount payable in respect of the default shares shall be withheld by the Company, which shall have no obligation to pay interest on it, and the member shall not be entitled to elect, pursuant to article 118, to receive shares instead of a dividend; and

(ii) no transfer of any share held by the member shall be registered unless (without prejudice to the provisions of article 29) the transfer is an excepted transfer (as defined in article 67.4.(e)) or:

(A) the member is not himself in default in supplying the information required, and

(B) the member proves to the satisfaction of the board that no person in default in supplying the information required is interested in any of the shares the subject of the transfer.

67.2 The sanctions under article 67.1. shall cease to apply:

- (a) on registration of an excepted transfer, but only in relation to the shares transferred; and
- (b) in relation to other shares, five business days after receipt by the Company, in a form satisfactory to the board, of all the information required by the section 212 notice.

67.3 Where, on the basis of information obtained from a member in respect of a share held by him, the Company issues a section 212 notice to another person, it shall at the same time send a copy of the section 212 notice to the member, but the accidental omission to do so, or the non-receipt by the member of the copy, shall not invalidate or otherwise affect the application of clause 67.1.

67.4 For the purposes of this article 67:

- (a) a person, other than the member holding a share, shall be treated as appearing to be interested in that share if the member has informed the Company that the person is or may be interested, or if the Company (after taking account of information obtained from the member or, pursuant to a section 212 notice, from anyone else) knows or has reasonable cause to believe that the person is or may be so interested;
- (b) "interested" is construed as it is for the purpose of section 212 of the Act;
- (c) reference to a person having failed to give the Company the information required by a section 212 notice, or being in default in supplying such information, includes (i) reference to his having failed or refused to give all or any part of it and (ii) reference to his having given information which he knows to be false in a material particular or having recklessly given information which is false in a material particular;
- (d) the "prescribed period" means:

- (i) in a case where the default shares represent at least 0.25 per cent of their class, 14 days; and
 - (ii) in any other case, 28 days;
- (e) an "excepted transfer" means, in relation to shares held by a member:
- (i) a transfer pursuant to acceptance of a take-over offer for the Company (within the meaning of section 14 of the Company Securities (Insider Dealing) Act 1985); or
 - (ii) a transfer in consequence of a sale made through a recognised investment exchange (as defined in the Financial Services Act 1986) or another stock exchange outside the United Kingdom on which shares in the capital of the Company are normally traded; or
 - (iii) a transfer which is shown to the satisfaction of the board to be made in consequence of a sale of the whole of the beneficial interest in the shares to a person who is unconnected with the member and with any other person appearing to be interested in the shares.

67.5 The provisions of this article are in addition and without prejudice to the provisions of the Act and of article 29.1.

APPOINTMENT AND REMOVAL OF DIRECTORS

68. Number of directors

Unless and until otherwise decided by the Company by ordinary resolution the number of directors must not be more than ten nor less than two.

69. Power of the Company to appoint directors

Subject to the articles, the Company may by ordinary resolution appoint a person who is willing to act to be a director, either to fill a vacancy or as an addition to the board, but the total number of directors may not exceed any maximum number fixed in accordance with the articles.

70. Power of the board to appoint directors

Without prejudice to the power of the Company to appoint a person to be a director pursuant to the articles, the board may appoint a person who is willing to act as a director, either to fill a vacancy or as an addition to the board, but the total number of directors may not exceed a maximum number fixed in accordance with the articles.

71. Appointment of executive directors

Subject to the Act, the board may appoint one or more of its body to hold employment or executive office (including that of managing director) with the Company for such term (subject to the Act) and on any other conditions the board thinks fit. The board may revoke or terminate an appointment, without prejudice to a claim for damages for breach of contract.

72. Eligibility of new directors

72.1 No person other than a director retiring may be appointed or reappointed a director at a general meeting unless:

- (a) he is recommended by the board; or
- (b) not less than seven nor more than 28 days before the date fixed for the meeting, notice has been given to the Company by a member (other than the person to be proposed) qualified to vote at the meeting of the intention to propose that person for appointment or reappointment. The notice shall (i) state the particulars which would, if the proposed director were appointed or reappointed, be required to be included in the Company's register of directors, (ii) be accompanied by notice given by the proposed director of his willingness to be appointed or reappointed, and (iii) be lodged at the office; and
- (c) he is under the age of 70.

73. No membership requirement

A director need not be a member of the Company.

74. Retirement at the age of 70

A director is required to vacate his office at the conclusion of the annual general meeting commencing next after he attains the age of 70 and Section 293 of the Act shall apply to the Company.

75. Removal by ordinary resolution

In addition to any power of removal conferred by the Act, the Company may by ordinary resolution remove a director before the expiration of his period of office (without prejudice to a claim for damages for breach of contract) and may (subject to the articles) by ordinary resolution appoint another person who is willing to act to be a director in his place.

76. Vacation of office by director

76.1 Without prejudice to the provisions for retirement contained in the articles, the office of a director shall be vacated if:

- (a) he resigns by notice delivered to the secretary at the office or tendered at a board meeting;
- (b) he ceases to be a director by virtue of a provision of the Act, is removed from office pursuant to the articles or becomes prohibited by law from being a director;
- (c) he becomes bankrupt, has an interim receiving order made against him, makes an arrangement or compounds with his creditors generally or applies to the court for an interim order under section 253 of the Insolvency Act 1986 in connection with a voluntary arrangement under that Act;
- (d) an order is made by a court of competent jurisdiction on the ground of mental disorder for his detention or for the appointment of a guardian, receiver, curator bonis or other person to exercise powers with respect to his affairs or he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 and the board resolves that his office be vacated;
- (e) both he and his alternate director appointed pursuant to the provisions of the articles (if any) are absent, without the permission of the board, from board meetings for six consecutive months and the board resolves that his office be vacated; or
- (f) he is removed from office by notice addressed to him at his last-known address and signed by all his co-directors (without prejudice to a claim for damages for breach of contract).

76.2 A resolution of the board declaring a director to have vacated office under the terms of this article is conclusive as to the fact and grounds of vacation stated in the resolution.

ALTERNATE DIRECTORS

77. Appointment

77.1 A director (other than an alternate director) may by notice delivered to the secretary at the office, or in any other manner approved by the board, appoint as his alternate director:

- (a) another director; or
- (b) another person approved by the board and willing to act.

No appointment of an alternate director who is not already a director shall be effective until his consent to act as a director in the form prescribed by the Act has been received at the office.

77.2 An alternate director need not be a member and shall not be counted in reckoning the number of directors for the purpose of article 68.

78. Revocation of appointment

A director may by notice delivered to the secretary at the office revoke the appointment of his alternate director and, subject to the provisions of the preceding article, appoint another person in his place. If a director ceases to hold the office of director, the appointment of his alternate director automatically ceases. The appointment of an alternate director shall cease on the happening of an event which, if he were a director otherwise appointed, would cause him to vacate office.

79. Participation in board meetings

An alternate director who has given the Company an address in the United Kingdom at which notices may be served on him shall be entitled to receive notice of all meetings of the board and all committees of the board of which his appointor is a member and, in the absence from those meetings of his appointor, he shall be entitled to attend and vote at the meetings and to exercise all the powers, rights, duties and authorities of his appointor. A director acting as alternate director shall have a separate vote at meetings of the board and committees of the board for each director for whom he acts as alternate director but he shall count as only one for the purpose of determining whether a quorum is present.

80. Responsibility

A person acting as an alternate director is an officer of the Company, shall alone be responsible to the Company for his acts and defaults, and shall not be deemed to be the agent of his appointor.

REMUNERATION, EXPENSES AND PENSIONS

81. Directors' fees

Unless otherwise decided by the Company by ordinary resolution, the Company shall pay to the directors (but not alternate directors) for their services as directors such amount of fees as the board decides.

82. Expenses

A director or alternate director is entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by him in the performance of his duties as director, including expenses incurred in attending meetings of the board or of committees of the board or general meetings or separate meetings of the holders of a class of shares or debentures.

83. Directors' Remuneration pensions and other benefits

83.1 The board may exercise all the powers of the Company to provide pensions or other retirement or superannuation benefits and to provide death or disability benefits or other allowances or gratuities (by insurance or otherwise) for a person who is or has at any time been a director of (i) the Company, or (ii) a company which is or was a subsidiary of the Company, (and for any member

of his family, including a spouse or former spouse, or a person who is or was dependent on him). For this purpose the board may establish, maintain, subscribe and contribute to any scheme, trust or fund and pay premiums. The board may arrange for this to be done by the Company alone or in conjunction with another person.

83.2 A director or former director shall be entitled to receive and retain for his own benefit a pension or other benefit provided under paragraph 83.1 and shall not be obliged to account for it to the Company.

83.3 The salary or remuneration of a director appointed to hold employment or executive office in accordance with the articles may be calculated in such manner as the board thinks fit, and may be in addition to or instead of a fee payable to him for his services as a director pursuant to the articles.

POWERS AND DUTIES OF THE BOARD

84. Powers of the board

Subject to the Act, the memorandum of association of the Company and the articles and to directions given by special resolution of the Company, the business of the Company shall be managed by the board which may exercise all the powers of the Company whether relating to the management of the business or not. No alteration of the memorandum of association or of the articles and no direction given by the Company shall invalidate a prior act of the board which would have been valid if the alteration had not been made or the direction had not been given. The provisions of the articles giving specific powers to the board shall not limit the general powers given by this article.

85. Powers of directors being less than minimum required number

If the number of directors is less than the minimum prescribed by the articles or decided by the Company by ordinary resolution, the remaining director or directors may act only for the purposes of appointing an additional director or directors to make up that minimum or convening a general meeting of the Company for the purpose of making such appointment. If no director or directors is or are able or willing to act, two members may convene a general meeting for the purpose of appointing directors.

86. Powers of executive directors

The board may delegate to a director holding executive office (including a managing director) any of its powers, authorities and discretions for such time and on such terms and conditions as it thinks fit. In particular, the board may grant the power to sub-delegate, and may retain or exclude the right of the board to exercise the delegated powers, authorities or discretions collaterally with the director. The board may at any time revoke the delegation or alter its terms and conditions provided that no person dealing with the Company in good faith shall be affected by any such revocation or any alteration of the terms and conditions of the delegation.

87. Delegation to committees

The board may delegate any of its powers, authorities and discretions for such time and on such terms and conditions as it thinks fit to a committee consisting of one or more directors. In particular, the board may grant the power to sub-delegate, and may retain or exclude the right of the board to exercise the delegated powers, authorities or discretions collaterally with the committee. The board may at any time revoke the delegation or alter its terms and conditions or discharge the committee in whole or in part provided that no person dealing with the Company in good faith shall be affected by any such revocation or any alteration of the terms and conditions of the delegation or any such discharge. Where a provision of the articles refers to the exercise of a power, authority or discretion by the board and that power, authority or discretion has been delegated by the board to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

88. Power of attorney

The board may by power of attorney or otherwise appoint a person to be the agent of the Company and may delegate to that person any of its powers, authorities and discretions for such purposes, for such time and on such terms and conditions (including as to remuneration) as it thinks fit. In particular, the board may grant the power to sub-delegate and may retain or exclude the right of the board to exercise the delegated powers, authorities or discretions collaterally with the agent. The board may at any time revoke or alter the terms and conditions of the appointment or delegation provided that no person dealing with the Company in good faith shall be affected by any such revocation or any alteration of the terms and conditions of the delegation or appointment.

89. Exercise of voting powers

Subject to article 91, the board may exercise or cause to be exercised the voting powers conferred by shares in the capital of another company held or owned by the Company, or a power of appointment to be exercised by the Company, in such manner as it thinks fit (including the exercise of the voting power or power of appointment in favour of the appointment of a director as an officer or employee of that company or in favour of the payment of remuneration to the officers or employees of that company).

90. Provision for employees

The board may exercise the powers conferred upon the Company by the Act to make provision for the benefit of a person employed or formerly employed by the Company or any of its subsidiaries (or any member of his family, including a spouse or former spouse, or any person who is or was dependent on him).

91. Borrowing powers

The board may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital, or any part thereof,

and, subject to Section 80 of the Act, to issue debentures and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

92. Register of charges

The Company shall keep a register of charges in accordance with the Act and the fee to be paid by a person other than a creditor or member for each inspection of the register of charges shall be the maximum sum prescribed by the Act or decided by the board.

93. Directors' interests

93.1 Subject to the Act and provided a director has declared the nature of his interests in the manner set out in Article 93.8, a director shall be entitled to vote in respect of any contract, arrangement or proposal of the Company in which he may have an interest (and be counted in the quorum).

93.2 If a question arises at a meeting as to the entitlement of a director (other than the chairman) to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be referred to the chairman and his ruling in relation to the director concerned is conclusive and binding on all concerned.

93.3 If a question arises at a meeting as to entitlement of the chairman to vote or be counted in a quorum and the question is not resolved by his voluntarily agreeing to abstain from voting or being counted in the quorum, the question shall be decided by resolution of the directors or committee members present at the meeting (excluding the chairman) whose majority vote is conclusive and binding on all concerned.

93.4 Subject to the Act, the Company may by ordinary resolution suspend or relax the provisions of this article either generally or in respect of a particular matter or ratify any transaction not authorised by reason of a contravention of this article.

93.5 A director may hold any other office under the Company (other than the office of auditor) in conjunction with his office of director, and may act in a professional capacity in relation to the Company, on such terms as to tenure of office, remuneration and otherwise as the board may determine.

93.6 No director or intending director shall be disqualified by his office from contracting with the Company either with regard to his tenure of any other office or as vendor, purchaser or otherwise, nor shall any such contract, or any contract or arrangement entered into by or on behalf of the Company in which any director is in any way interested, be liable to be avoided, nor shall any director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

93.7 Any director may continue to be or become a director or other officer or member of or otherwise interested in any other company, whether or not being a company promoted by the Company or in which the Company may be interested, as a member or otherwise, and no such director shall be accountable for any remuneration or other benefits received by him as a director or other officer or member of, or from his interest in, any such other company. The board may exercise the voting power conferred by the shares of any other company held or owned by the Company, and any director may exercise his voting power as a director of such other company, in such manner in all respects as the board or such director may think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them or himself directors or officers of such company, or voting or providing for the payment of remuneration to the directors or officers of such company).

93.8 A director, including an alternate director, who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company, shall declare the nature of his interest at a meeting of the board. In the case of a proposed contract the declaration shall be made at the meeting of the board at which the question of entering into the contract is first taken into consideration, or, if the director was not at the date of that meeting interested in the proposed contract, at the next meeting of the board held after he became so interested. In a case where the director becomes interested in a contract after it is made, the declaration shall be made at the first meeting of the board held after the director shall become so interested. In a case where the director is interested in a contract which has been made before he was appointed a director the declaration shall be made at the first meeting of the board held after he is so appointed.

93.9 For the purposes of Article 93.8 a general notice given to the board by any director to the effect that he is a member of any specified company or firm and is to be regarded as interested in any contract which may, after the date of the notice, be made with the company or firm shall (if such director shall give the same at a meeting of the board or shall take reasonable steps to secure that it is brought up and read at the next meeting of the board after it is given) be deemed a sufficient declaration of interest in relation to any contract so made.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

94. Board meetings

Subject to the articles, the board may meet for the despatch of business, adjourn and otherwise regulate its proceedings as it thinks fit.

95. Notice of board meetings

A director may, and the secretary at the request of a director shall, summon a board meeting at any time. Notice of a board meeting is deemed to be duly given to a director if it is given to him personally or by word of mouth or sent in writing to him at his last-known address or another address given by him to the Company for that purpose. A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively. A director absent or intending to be absent from the United Kingdom may request that notices of board meetings during

his absence be sent in writing to him at an address given by him to the Company for that purpose. If no request is made it is not necessary to give notice of a board meeting to a director who is absent from the United Kingdom.

96. Quorum

The quorum necessary for the transaction of business may be decided by the board and until otherwise decided is two directors present in person or by alternate director. A duly convened meeting of the board at which a quorum is present is competent to exercise all or any of the authorities, powers and discretions vested in or exercisable by the board.

97. Chairman of board

The board may appoint one of its body as chairman to preside at every board meeting at which he is present and decide the period for which he is to hold office (and may at any time remove him from office). If no chairman is elected, or if at a meeting the chairman is not present within ten minutes of the time fixed for the start of the meeting, the directors and alternate directors (in the absence of their appointors) present shall choose one of their number to be chairman. A chairman may hold executive office or employment with the Company.

98. Voting

Questions arising at a meeting of the board shall be determined by a majority of votes. In case of an equality of votes the chairman shall have a second or casting vote.

99. Participation by telephone

A director or his alternate director may participate in a meeting of the board or a committee of the board through the medium of conference telephone or similar form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and is counted in a quorum and entitled to vote. Subject to the Act, all business transacted in this way by the board or a committee of the board is for the purposes of the articles deemed to be validly and effectively transacted at a meeting of the board or a committee of the board although fewer than two directors or alternate directors are physically present at the same place. The meeting is deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

100. Resolution in writing

A resolution in writing executed by all directors for the time being entitled to receive notice of a board meeting and not being less than a quorum or by all members of a committee of the board is as valid and effective for all purposes as a resolution passed at a meeting of the board (or committee, as the case may be). The resolution in writing may consist of several documents in the same form

each executed by one or more of the directors or members of the relevant committee. The resolution in writing need not be signed by an alternate director if it is signed by his appointor and a resolution signed by an alternate director need not be signed by his appointor.

101. Proceedings of committees

101.1 Proceedings of committees of the board shall be conducted in accordance with regulations prescribed by the board (if any). Subject to those regulations and article 101.2, proceedings shall be conducted in accordance with applicable provisions of the articles regulating the proceedings of the board.

101.2 Where the board resolves to delegate any of its powers, authorities and discretions to a committee and that resolution states that the committee shall consist of any one or more directors, it is not necessary to give notice of a meeting of that committee to directors other than the director or directors who form the committee.

102. Minutes of proceedings

102.1 The board shall cause minutes to be made in books kept for the purpose of:

- (a) all appointments of officers and committees made by the board and of any remuneration fixed by the board; and
- (b) the names of directors present at every meeting of the board, committees of the board, the Company or the holders of a class of shares or debentures, and all orders resolutions and proceedings of such meetings.

102.2 If purporting to be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting, minutes are receivable as prima facie evidence of the matters stated in them.

103. Validity of proceedings of board or committee

All acts done by a meeting of the board, or of a committee of the board, or by a person acting as a director, alternate director or member of a committee are, notwithstanding that it is afterwards discovered that there was a defect in the appointment of a person or persons acting, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office, as valid as if every such person had been duly appointed, and was duly qualified and had continued to be a director, alternate director or member of a committee and entitled to vote.

SECRETARY AND AUTHENTICATION OF DOCUMENTS

104. Secretary

104.1 Subject to the Act, the board shall appoint a secretary on such terms and conditions (including remuneration) as it thinks fit. The board may remove a person appointed pursuant to this article from office and appoint another in his place.

104.2 Any provision of the Act or of the articles requiring or authorising a thing to be done by or to a director and the secretary is not satisfied by its being done by or to the same person acting both as director and as, or in the place of, the secretary.

105. Authentication of documents

A director or the secretary or another person appointed by the board for the purpose may authenticate documents affecting the constitution of the Company (including the memorandum of association and the articles) and resolutions passed by the Company or holders of a class of shares or the board or a committee of the board and books, records, documents and accounts relating to the business of the Company, and to certify copies or extracts as true copies or extracts.

SEALS

106. Safe custody and application

106.1 The board shall provide for the safe custody of every seal.

106.2 A seal may be used only by the authority of a resolution of the board or of a committee of the board. The board may decide who will sign an instrument to which a seal is affixed (or, in the case of a share certificate, on which the seal is printed) either generally or in relation to a particular instrument or type of instrument. The board may also decide, either generally or in a particular case, that a signature may be dispensed with or affixed by mechanical means. Unless otherwise decided by the board:

(a) share certificates and certificates issued in respect of debentures or other securities (subject to the provisions of the relevant instrument) need not be signed or, if signed, a signature may be applied by mechanical or other means or may be printed; and

(b) every other instrument to which a seal is affixed shall be signed by one director and by the secretary or a second director.

107. Official seal for use abroad

The Company may exercise the powers conferred by the Act with regard to having an official seal for use abroad, and those powers shall be vested in the board.

RESERVE

108. Reserve

The directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the directors think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

DIVIDENDS AND OTHER PAYMENTS

109. Declaration of dividends

109.1 Subject to the Act and the articles, the Company may by ordinary resolution declare a dividend to be paid to the members according to their respective rights and interests, but no dividend may exceed the amount recommended by the board.

109.2 Subject to the Act, where any asset, business or property is bought by the Company as from a past date the profits and losses thereof as from such date may at the discretion of the board in whole or in part be carried to revenue account and treated for all purposes as profits or losses of the Company. Subject as aforesaid, if any shares or securities are purchased cum dividend or interest, such dividend or interest may at the discretion of the board be treated as revenue, and it shall not be obligatory to capitalise the same or any part thereof.

110. Interim dividends

Subject to the Act, the board may declare and pay such interim dividends (including a dividend payable at a fixed rate) as appear to it to be justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the board may pay interim dividends on shares which rank after shares conferring preferred rights with regard to dividend as well as on shares with preferred rights, unless at the time of payment a preferential dividend is in arrear. If the board acts in good faith, it shall not incur any liability to the holders of shares conferring preferred rights for a loss they may suffer by the lawful payment of an interim dividend on shares ranking after those with preferred rights.

111. Entitlement to dividends

111.1 Except as otherwise provided by the rights attached to shares, a dividend shall be declared and paid according to the amounts paid up on the shares in respect of which the dividend is declared and paid, but no amount paid up on a share in advance of a call may be treated for the purpose of this article as paid up on the share. If any share is issued on terms providing that it shall rank for

dividend as from a particular date or shall rank for only certain types of dividend or shall rank for all dividends except certain types of dividend, such share shall rank for dividend accordingly.

112. Method of payment

112.1 The Company may pay a dividend, interest or another amount payable in respect of a share in cash or by cheque, dividend warrant or money order, or by a bank or other funds transfer system, or by such other method as the holder or joint holders of the share in respect of which the payment is made (or the person or persons entitled by transmission to the share) may in writing direct. Any joint holder or other person jointly entitled to a share may give an effective receipt for a dividend, interest or other amount paid in respect of the share.

112.2 The Company may send a cheque, warrant or order by post (i) in the case of a sole holder to his registered address, or (ii) in the case of joint holders, to the registered address of the person whose name stands first in the register, or (iii) in the case of a person or persons entitled by transmission to a share, as if it were a notice given in accordance with article 128, or (iv) in any case, to a person and address that the person or persons entitled to the payment may in writing direct.

112.3 Every cheque, warrant or order shall be sent at the risk of the person entitled to the payment and shall be made payable to the order of the person or persons entitled. The payment of the cheque, warrant or order shall be a good discharge to the Company. If payment is made by a bank or other funds transfer, or by another method at the direction of the holder or holders or other person or persons entitled, the Company shall not be responsible for amounts lost or delayed in the course of the transfer or in carrying out such directions.

112.4 Without prejudice to article 67, the board may withhold payment of a dividend (or part of a dividend) payable to a person entitled by transmission to a share until he has provided any evidence of his right that the board may reasonably require.

113. Dividends not to bear interest

No dividend or other amount payable by the Company in respect of a share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

114. Calls or debts may be deducted.

The board may deduct from a dividend or other amounts payable to a person in respect of a share amounts due from him to the Company on account of a call or otherwise in relation to a share.

115. Unclaimed dividends etc.

All unclaimed dividends, interest or other amounts payable by the Company in respect of a share may be invested or otherwise made use of by the board for the benefit of the Company until claimed. Dividends unclaimed for a period of 12 years after having been declared are forfeited and cease to

remain owing by the Company. The payment of an unclaimed dividend, interest or other amount payable by the Company in respect of a share into a separate account shall not constitute the company a trustee in respect of it.

116. Uncashed dividends

If, in respect of a dividend or other amount payable in respect of a share, on two consecutive occasions:

- (a) a cheque, warrant or order is returned undelivered or left uncashed, or
- (b) a transfer made by a bank or other funds transfer system is not accepted,

the Company shall not be obliged to send or transfer a dividend or other amount payable in respect of that share to the person entitled to it until he notifies the Company of an address or account to be used for that purpose.

117. Payment of dividends in specie

Without prejudice to article 109, the board may, with the prior authority of an ordinary resolution of the Company, direct that payment of a dividend may be satisfied wholly or in part by the distribution of specific assets and in particular of paid-up shares or debentures of another company. Where a difficulty arises in connection with the distribution, the board may settle it as it thinks fit and in particular may issue fractional certificates (or ignore fractions), may fix the value for distribution of the specific assets (or any part of them), may decide that a cash payment be made to a member on the basis of the value so fixed, in order to secure equality of distribution, and may vest assets in trustees on trust for the persons entitled to the dividend as may seem expedient to the board.

118. Capitalisation of profits

Subject to the Act, the board may, with the authority of an ordinary resolution of the Company:

- (a) resolve to capitalise an amount standing to the credit of reserves (including a share premium account, capital redemption reserve and profit and loss account), whether or not available for distribution,
- (b) appropriate the sum resolved to be capitalised to the members in proportion to the nominal amount of shares (whether or not fully paid) held by them respectively and apply that sum on their behalf in or towards:

- (i) paying up the amounts (if any) for the time being unpaid on shares held by them respectively; or
- (ii) paying up in full unissued shares or debentures of a nominal amount equal to that sum

and allot the shares or debentures, credited as fully paid, to the members (or as they may direct) in those proportions, or partly in one way and partly in the other, but the share premium account, the capital redemption reserve and profits which are not available for distribution may, for the purposes of this article, only be applied in paying up unissued shares to be allotted to members credited as fully paid,

(c) make any arrangements it thinks fit to resolve a difficulty arising in the distribution of any capitalised reserves and in particular, where shares or debentures become distributable in fractions, the board may deal with the fractions as it thinks fit, including issuing fractional certificates, disregarding fractions or selling shares or debentures representing the fractions to a person for the best price reasonably obtainable and distributing the net proceeds of the sale in due proportion amongst the members (except that if the amount due to a member is less than £3, or such other sum as the board may decide, the sum may be retained for the benefit of the Company);

(d) authorise a person to enter (on behalf of all the members concerned) into an agreement with the Company providing for either:

(i) the allotment to the members respectively, credited as fully paid, of shares or debentures to which they may be entitled on the capitalisation, or

(ii) the payment by the Company on behalf of the members (by the application of their respective proportions of the reserves resolved to be capitalised) of the amounts or part of the amounts remaining unpaid on their existing shares,

and an agreement made under this authority shall be effective and binding on all those members; and

(e) generally do all acts and things required to give effect to the resolution.

119. Record dates

Notwithstanding any other provision of the articles, but without prejudice to the rights attached to shares, the Company or the board may fix any date as the record date for a dividend, distribution, allotment or issue. The record date may be on or at any time before or after a date on which the dividend, distribution, allotment or issue is declared, made or paid.

ACCOUNTS

120. Inspection of accounts

120.1 The board shall cause accounting records to be kept in accordance with the Act.

120.2 The accounting records shall be kept at the office or, subject to the Act, at another place decided by the board and shall be available during business hours for the inspection of the directors and other officers. No member (other than a director or other officer) has the right to inspect an

accounting record or other document except if a right is conferred by statute or he is authorised by the board.

121. Accounts to be sent to members etc.

121.1 In respect of each financial year, a copy of the Company's annual accounts, directors' report and auditors' report on those accounts shall be sent by post or delivered to:

- (a) every member (whether or not entitled to receive notice of general meetings),
- (b) every holder of debentures (whether or not entitled to receive notices of general meetings), and
- (c) every other person who is entitled to receive notices of general meetings, not less than 21 clear days before the date of the meeting at which copies of those documents are to be laid in accordance with the Act.

This article does not require copies of the documents to which it applies to be sent or delivered to:

- (i) a member or holder of debentures of whose address the Company is unaware, or
- (ii) more than one of the joint holders of shares or debentures.

121.2 Where permitted by the Act, a summary financial statement derived from the Company's annual accounts and the directors' report in the form and containing the information prescribed by the Act may be sent or delivered to a member in place of the documents required to be sent or delivered by the preceding article.

NOTICES

122. Notices to be in writing

A notice to be given to or by a person pursuant to the articles shall be in writing except that a notice convening a meeting of the board or of a committee of the board need not be in writing.

123. Service of notices and other documents on members

123.1 A notice or other document may be given to a member by the Company either personally or by sending it by post in a pre-paid envelope addressed to the member at his registered address (whether that be in the United Kingdom or outside), or by leaving it at that address (or at another address notified for the purpose) in an envelope addressed to the member.

123.2 In the case of joint holders of a share, a notice or other document shall be given to whichever of them is named first in the register in respect of the joint holding and notice given in this way is sufficient notice to all joint holders.

124. Notice by advertisement

If by reason of the suspension or curtailment of postal services in the United Kingdom the Company is unable effectively to convene a general meeting by notices sent by post, the board may, in its absolute discretion and as an alternative to any other methods of service permitted by the articles, resolve to convene a general meeting by a notice advertised in at least two leading United Kingdom national daily newspapers. In this case the Company shall send confirmatory copies of the notice by post if at least seven clear days before the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable.

125. Evidence of service

125.1 A notice or other document addressed to a member at his registered address or address for service in the United Kingdom is, if sent by post, deemed to be given within 24 hours if pre-paid as first class post and within 48 hours if pre-paid as second class post after it has been posted, and in proving service it is sufficient to prove that the envelope containing the notice or document was properly addressed, pre-paid and posted.

125.2 A notice or document not sent by post but left at a registered address or address for service in the United Kingdom is deemed to be given on the day it is left.

125.3 Where notice is given by newspaper advertisements, the notice is deemed to be given to all members and other persons entitled to receive it at noon on the day when the advertisements appear or, if they appear on different days, at noon on the last of the days when the advertisements appear.

125.4 A member present in person or by proxy at a meeting or of the holders of a class of shares is deemed to have received due notice of the meeting and, where required, of the purposes for which it was called.

126. Notice binding on transferees etc.

A person who becomes entitled to a share by transmission, transfer or otherwise is bound by a notice in respect of that share (other than a notice served by the Company under section 212 of the Act) which, before his name is entered in the register, has been properly served on a person from whom he derives his title.

127. Notice in case of entitlement by transmission

Where a person is entitled by transmission to a share, the Company may give a notice or other document to that person as if he were the holder of a share by addressing it to him by name or by the title of representative of the deceased or trustee of the bankrupt member (or by similar designation) at an address in the United Kingdom supplied for that purpose by the person claiming to be entitled by transmission. Until an address has been supplied, a notice or other document may be given in any manner in which it might have been given if the death or bankruptcy or other event

had not occurred. The giving of notice in accordance with this article is sufficient notice to all other persons interested in the share.

128. Record dates for service

Any notice or other document may be served or delivered by the Company by reference to the register as it stands at any time not more than 15 days before the date of service or delivery. No change in the register after that time shall invalidate that service or delivery.

DESTRUCTION OF DOCUMENTS

129. Destruction of documents

129.1 The Company may destroy:

- (a) a share certificate which has been cancelled at any time after one year from the date of cancellation;
- (b) a mandate for the payment of dividends or other amounts or a variation or cancellation of a mandate or a notification of change of name or address at any time after two years from the date the mandate, variation, cancellation or notification was recorded by the Company;
- (c) an instrument of transfer of shares (including a document constituting the renunciation of an allotment of shares) which has been registered at any time after six years from the date of registration; and
- (d) any other document on the basis of which any entry in the register is made at any time after six years from the date an entry in the register was first made in respect of it.

129.2 It shall be presumed conclusively in favour of the Company that every share certificate destroyed was a valid certificate validly cancelled, that every instrument of transfer destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed was a valid and effective document in accordance with the recorded particulars in the books or records of the Company, but:

- (a) the provisions of this article apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of the document is relevant to a claim,
- (b) nothing contained in this article shall impose on the Company liability in respect of the destruction of a document earlier than provided for in this article or in any case where the conditions of this article are not fulfilled; and
- (c) references in this article to the destruction of a document include reference to its disposal in any manner.

WINDING UP

130. Winding up

On a winding up of the Company the liquidator may, on obtaining any sanction required by law, divide among the members in kind the whole or any part of the assets of the Company, whether or not the assets consist of property of one kind or of different kinds. For this purpose the liquidator may set the value he deems fair on a class or classes of property, and may determine on the basis of that valuation and in accordance with the then existing rights of members how the division is to be carried out between members or classes of members. The liquidator may not, however, distribute to a member without his consent an asset to which there is attached a liability or potential liability for the owner.

131. Indemnity

131.1 Subject to the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses and liabilities incurred by him in the execution of his duties or the exercise of his powers, authorities and discretions including (without prejudice to the generality of the foregoing) a liability incurred:

(a) defending proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without a finding or admission of material breach of duty on his part, or

(b) in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

131.2 The board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is an officer or employee, or former officer or employee, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or indirect), or who is or was trustee of a retirement benefits scheme or another trust in which an officer or employee or former officer or employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or another liability which may lawfully be insured against by the Company.

Names and addresses of subscribers

Number of Shares
taken by each subscriber

1. Quickness Limited
Senator House
85 Queen Victoria Street
London EC4V 4JL
(Limited Company)

ONE



For and on behalf of
Quickness Limited

2. Excellet Investments Limited
Senator House
85 Queen Victoria Street
London EC4V 4JL
(Limited Company)

ONE



for and on behalf of
Excellet Investments Limited

Total shares taken

TWO

Dated 26th May 1997
Witness to the above signatures,



SARAH JENKINS

Senator House

85 Queen Victoria Street

London EC4V 4JL

Company Administrator