



Company Number: 3421010

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION AND
SPECIAL RESOLUTIONS OF THE MEMBERS OF
GLOBAL RESEARCH AND CONSULTING LIMITED
(the "Company")
PASSED PURSUANT TO REGULATION 53 OF THE
COMPANIES (TABLE A-F) REGULATIONS 1985
AND ARTICLE 17 OF THE COMPANY'S ARTICLES OF ASSOCIATION

Ordinary Resolution

- (a) THAT 500,000 of the authorised C Ordinary Shares be re-classified as A Ordinary Shares.
- (b) THAT 300,000 B Ordinary Shares held by Justyn Trenner be reclassified as A Ordinary Shares.
- (c) THAT 200,000 B Ordinary Shares held by Rebecca Trenner be reclassified as A Ordinary Shares.
- (d) THAT 6,707 C Ordinary Shares held by Justyn Trenner be reclassified as A Ordinary Shares.
- (e) THAT 136,160 A Ordinary Shares held by David Poole be reclassified as C Ordinary Shares.
- (f) THAT 136160 A Ordinary Shares held by Andrew Shaw be reclassified as C Ordinary Shares.
- (g) THAT 49,350 C Ordinary Shares held by Thomas Binks be reclassified as B Ordinary Shares.
- (h) THAT 2,096 C Ordinary Shares held by Albert Maasland to be reclassified as B Ordinary Shares.
- (i) THAT 2,096 C Ordinary Shares held by Adrian Cohen and Nancy Fertleman be reclassified as B Ordinary Shares.
- (j) Pursuant to Section 80 of the Companies Act 1985 the Directors of the Company generally and unconditionally be authorised to grant the right to subscribe for and subsequently allot relevant securities (as defined in sub-section (2) of Section 80 of the Companies Act 1985) (notwithstanding that the relevant securities may be required to be allotted after the expiry of 5 years from the date hereof) in respect of the entire un-issued share capital of the Company

Certified Copy A.U. Shaw Company Secretary
for Companies House and Finance Director.

Special Resolutions

- (a) That new Articles of Association of the Company be adopted in the form contained in the document submitted to the Meeting and for the purposes of identification signed by the Chairman in substitution for and to the exclusion of the existing Articles of Association
- (b) Pursuant to Section 95 of the Companies Act 1985 the Directors of the Company be authorised to grant the right to subscribe for and subsequently to allot and issue up to the entire authorised but unissued share capital of the Company as if sub-section of Section 89 of the Companies Act 1985 did not apply

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Justyn Trenner

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Rebecca Trenner

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Thomas Poole

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David Poole

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Andrew Shaw

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Robert Maasland

.....
Adrian Cohen and Caroline Fertieman

.....
Justyn Trenner and Rebecca Trenner

Approved and carried by all shareholders
dated 7th June 2002

A. Shaw (Company Secretary).

Certified Copy
for Companies House

A. H. Shaw

Company Secretary
and Finance Director.

Dated

7th June

2002

ARTICLES OF ASSOCIATION

Adopted by Special Resolution passed

on 7th June 2002
of

GLOBAL RESEARCH AND CONSULTING LIMITED



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No 03421010
The Companies Act 1985
Private Company Limited by Shares
NEW ARTICLES OF ASSOCIATION
(Adopted by Special Resolution passed on 2002)
of
Global Research And Consulting Limited
Incorporated on 18th August 1997

INTERPRETATION

1. In these Articles, the following definitions shall apply;

"Act"	means the Companies Act 1985 as amended or re-enacted from time to time
"A Shares"	"A" Ordinary Shares of £0.001 each in the capital of the Company
"Auditors"	Hughes Waddell or such other auditors as are agreed by the Shareholders from time to time
"B" Shares	"B" Ordinary Shares of £0.001 each in the capital of the Company
"C Shares"	C Ordinary Shares of £0.001 each in the capital of the Company
"Connected"	a person is "Connected" with another person within the meaning set out in s346 of the Act
"D Shares"	D Ordinary Shares of £0.001 each in the capital of the Company
"Director"	a director of the Company from time to time (including the Non Executive Directors)
"Executive Directors"	means Directors who are also employees of the Company
"Mandatory Transfer Notice"	a notice given by a Shareholder to the Company offering for sale all the Shares held by that Shareholder and any of his Connected persons in accordance with the provisions of Article 7

"Non-Executive Directors"	Directors who do not work for the Company on a day to day basis
"Shareholders"	the holders for the time being of A Shares, B Shares, C Shares and D Shares
"Table A"	means Table A in the Schedule to the Companies (Tables A-F) Regulations 1985 (as amended)

PRELIMINARY

2. The regulations contained in Table A apply to the Company except in so far as they are excluded by or are inconsistent with these Articles.
3. Regulations 24, 64, 73 to 80 inclusive, 84, , 94 to 97 inclusive, and 99 of Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies Act (Table A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") shall not apply to the Company but the Articles hereinafter contained together with the remaining regulations of Table A subject to the modifications hereinafter expressed shall constitute the regulations of the Company

SHARES

4. The authorised share capital of the Company at the date of adoption of these Articles is £100,000 divided into 1,000,000 A Ordinary shares 500,000 B Ordinary, 98,300,000 C Ordinary Shares 200,000 D Ordinary Shares of £0.001 each.

ISSUE AND PURCHASE OF SHARES

- 5.1 The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Companies Act 1985 ("the Act") to exercise any power of the Company to allot shares and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the share capital of the Company authorised but unissued at the date of adoption of these Articles at any time or times during the period of five years from the date of adoption and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.
- 5.2 Any shares proposed to be issued shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered and limiting a period (not being less than fourteen days) within which the offer if not accepted will be deemed to be declined. After the expiration of that period those shares so deemed to be declined shall be offered in the proportion aforesaid to

the persons who have within the said period accepted all the shares offered to them. Such further offer shall be made in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by such Special Resolution as aforesaid shall be under the control of the Directors who may allot grant options over or otherwise dispose of the same to such persons on such terms and in such manner as they think fit provided that in the case of shares not accepted as aforesaid such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they are offered to the Members. In accordance with Section 91 of the Act Section 89(1) and Section 90(1) to (6) of the Act shall be excluded from applying to the Company Subject to the provisions of Chapter VII of Part V of the Act any Shares may be issued on the terms that they are or at the option of the Company are liable to be redeemed

- 5.3 The provisions of section 89(1) of the Act do not apply to the Company.
- 5.4 Subject to the provisions of the Act, the Company may purchase any of its own shares.
- 5.5 Subject to the provisions of the Act, the Company may make a payment in respect of any redemption or purchase of any of its own shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

6. TRANSFERS OF A SHARES, B SHARES, C SHARES OR D SHARES

6.1 In this Article the following definitions apply:

"Sale Shares"	means A Shares or B Shares or C Shares or D Shares specified in a Transfer Notice served by a Shareholder with the consent in writing of the Directors;
"Fair Price"	means the fair price of any Shares as certified by the Auditors in accordance with Article 6.4 ;
"Offer Price"	means the offer price per share (if any) at which Shares are offered in a Transfer Notice or, the Fair Price per share if required pursuant to the provisions of Article 6.2;
"Proposing Transferor"	means any shareholder desiring to sell or otherwise dispose of any Shares;
"Vendor"	means any Shareholder desiring to sell or otherwise dispose of any Shares;
"Shares"	means any A Shares or B Shares or C shares or D Shares;

"Transfer Notice" means a notice in writing from a Shareholder specifying the Shares held by that member which he desires to sell or dispose of.

"Warehouse" a subsidiary of the Company established for the purposes of holding shares in the Company or any of its subsidiaries upon trust for employees, or past employees, or those to be appointed as employees in all cases of the Company or any of its subsidiaries

6.2 Any Proposing Transferor shall deliver a Transfer Notice to the Company at its registered office specifying the number of Shares, the Offer Price (if any) and the third party (if any) to whom it is proposed to transfer the Shares. If the Directors so require within 30 days of the Transfer Notice the Company shall instruct the Auditors to certify the Fair Price of the Sale Shares in accordance with Article 6.4 (and in the event no Offer Price is specified in the Transfer Notice the Directors shall be deemed to have so required) which Fair Price shall be the Offer Price, or failing any such instructions the Offer Price shall stand. The fees and expenses of the Auditors shall be paid as determined by the Auditors.

6.3 The Transfer Notice shall constitute the Directors the agents of the Proposing Transferor for the sale of the Shares and the Directors shall, within seven days of the Offer Price being established pursuant to Article 6.2 and Article 6.4 above) offer the Sale Shares at the Offer Price as follows:

6.3.1 If the Directors wish the Company to repurchase some or all of the Sale Shares, and provided the Company can comply with the provisions of the Companies Act regarding repurchase of shares, the Directors shall give notice (the "Company Repurchase Notice") of that fact to the Proposing Transferor provided that such Company Repurchase Notice is served on the Proposing Transferor within 21 days of receipt of the establishment of the Offer Price (the "Company Offer Period"). The Company Repurchase Notice shall set out the date for completion of the purchase of the Sale Shares (the "Company Completion Date") and the procedure to be followed by the Directors and the Company in respect thereof. PROVIDED ALWAYS that the Company Completion Date shall be a date falling within 90 days of the date of the Company Repurchase Notice.

6.3.2 If all the Sale Shares are not purchased by the Company on the Company Completion Date or if the Directors do not give the Proposing Transferor a Company Repurchase Notice during the Company Offer Period, the Directors shall offer the remaining Sale Shares to the Warehouse subject to the Warehouse being able to comply with any provisions of the Companies Act regarding funding of the Warehouse. The Warehouse shall if it wishes to purchase some or all of the remaining Sale Share give notice of that fact ("Warehouse Purchase Notice") to the Directors within 21 days of the end of the Company Offer Period or the Company Completion Date, as the case may be (the "Warehouse Offer Period"). The Directors shall on receipt of a Warehouse Purchase Notice send a copy to the Proposing Transferor, who shall be obliged on receipt of the sale price from the Warehouse

transfer the Sale Shares specified in the Warehouse Purchase Notice to the Warehouse. PROVIDED ALWAYS that the Warehouse shall be obliged to send the completion monies to the Directors within 90 days of the date of the Warehouse Purchase Notice.

6.3.3 If at the end of the Company Offer Period and/or the Warehouse Offer Period as the case may be there are any Sale Shares not sold, these shall be offered within 21 days of the expiry of the Company Offer Period and/or the Warehouse Offer Period as the case may be to such person who may be selected by the Directors provided such offer is made and accepted and the completion monies sent to the Directors within 21 days of the end of the Company Offer Period and/or the Warehouse Offer Period as the case may be (the "Directors Choice Offer Period").

6.3.4 If, following the Directors Choice Offer Period there are any Sale Shares not sold these shall be offered within 21 days of the expiry of the Directors Choice Offer Period in writing pro rata (as nearly as may be) to the holders of the other Shares (of whatever class) in the Company. Such offer shall state:

6.3.4.1 the number of Sale Shares offered;

6.3.4.2 the Offer Price: and

6.3.4.3 that, if the offer is not accepted in writing within 45 days, it will be deemed to be declined.

6.3.5 Any Shareholder to whom the offer is given who desires an allocation of Sale Shares in excess of his pro rata allocation shall in his reply state how many excess Sale Shares he desires to have. If all the Shareholders do not claim their pro rata allocations the unclaimed Sale Shares shall be applied in satisfying claims for excess Sale Shares in the proportion that those claims are made. If any Sale Shares are not capable, without fractions, of being offered to Shareholders in proportion to their entitlement they shall (to the extent that fractions would arise) be offered to members in the proportions determined by lots to be drawn under the direction of the Directors. If any Sale Shares are not purchased under this Article 6.3.5 such Sale Shares may not be sold without recommencing the process set out herein.

6.4 The Fair Price shall be determined by the Auditors (acting as experts and not as arbitrators) They shall ascertain the Fair Price by applying the following formula:-

$$A + B + C \div 6 \times D \times E = F$$

F \div G = the Fair Price

A = the net profits of the Company shown in the most recently audited accounts multiplied by 3, and

B = the net profits for the prior year before the accounts referred to in A above times 2;

C = the net profit for the year ending prior to the year referred to in B,

- D =** the percentage of the entire issued share capital of all classes held by the Proposing Transferor;
- E =** the appropriate P/E ratio as determined from time to time by the Auditors who shall determine such ratio by comparing the Company with others of a similar size and within a similar market sector; and
- G** is the number of shares held by the Proposing Transferor

Any intending party to a transfer of the Sale Shares may, within fourteen days of the issue of the Auditors' certificate, indicate in writing that he does not accept the Fair Price and that he does not wish to proceed either to dispose of the Sale Shares or to acquire the Sale Shares (as the case may be) but if the Proposing Transferor so indicates he shall bear the full cost of obtaining the Auditors' certificate.

- 6.5** Save for where the Transfer Notice has been withdrawn in accordance with Article 6.4 the Proposing Transferor shall be bound to transfer to each purchaser the number of Sale Shares being purchased upon payment by the purchaser of the Offer Price
- 6.6** The Directors may receive any purchase money due under this Article 5 on behalf of the Purchaser and such monies shall be paid into a separate bank account. The Directors shall, (if the Proposing Transferor fails to deliver a signed Stock Transfer Form and either the relevant Share Certificate or an indemnity for the Share Certificate acceptable to the Directors in respect thereof) within a reasonable period, nominate some person to execute an instrument or instruments of transfer of the relevant Sale Shares in the name and on behalf of the Proposing Transferor and the Directors shall cause the name of the relevant purchaser or purchasers to be entered in the register as the holder or holders of the relevant Sale Shares and shall hold the purchase money in trust for the Proposing Transferor but without being liable for interest. The receipt of a Director for the purchase money shall be a good discharge to the purchaser or purchasers and, after his or their names have been entered into the register, the validity of the proceedings shall not be questioned by any person. The Shareholders shall sign all such resolutions and documents required by the Companies Act to effect a purchase by the Company of the Warehouse and irrevocably appoint JT as their attorney to sign such resolutions and documents.
- 6.7** Upon receipt of a written application from any member holding Shares, and upon payment by him of the costs thereby incurred, the Directors shall request the Auditors to state (for illustrative purposes only, and without binding the Auditors for the purpose of Articles 6.4) the sum which in their opinion is the Fair Price of the Share or Shares being the subject of such application and such statement shall be certified in writing by the Auditors (acting as experts and not as arbitrators). Any Shareholder shall be entitled at any time to make an application to the Directors in pursuance of this Article and such application shall not be deemed to constitute a notice of his intention to transfer shares within the meaning of this Article 6.

7. COMPULSORY TRANSFERS

7.1 Definitions

In this Article the following definitions shall apply:-

"1 Leaver"

Means a holder of B Shares, C Shares and/or D Shares who is an Executive Director and either (1) is guilty of a serious or persistent breach of the Shareholders' Agreement of even date herewith between the Shareholders of the Company at the date hereof which provided the breach is capable of remedy is not remedied within 14 days of notice to the 1 Leaver from any Shareholder or (2) whose Directorship or employment has been terminated for any of the following reasons notwithstanding the fact that such termination may be found by a court of competent jurisdiction to be wrongful or unfair;

- (a) guilty of any fraud, dishonesty, violence or serious misconduct whether or not in connection with his duties for the Company) which has or could in the reasonable opinion of the Board bring himself and/or the Company into disrepute; or
- (b) conviction of any criminal offence other than;
 - (a) a traffic or parking offence not resulting in a custodial sentence or;
 - (b) an offence which in the reasonable opinion of the Board does not affect his position as Director of the Company;
- (c) he has a bankruptcy petition filed against him or is made bankrupt or compounds with his creditors;
- (d) he is disqualified as a director pursuant to the Company Disqualification Act 1986;
- (e) he ceases to be entitled by law from being a Director of the Company

"2 Leaver"

Means a holder of B Shares, C Shares and/or D Shares who is an Executive Director or who is employed by the Company or any subsidiary of the Company whose employment is terminated for any reason other than those relating to a 1 Leaver or:

- (a) if he becomes mentally or physically unable to perform his duties (in the reasonable opinion of the Board);
- (b) if he is made redundant; or
- (c) in the event of his death; or
- (d) it is agreed by the Company or finally determined by a court of competent jurisdiction that:
 - (i) he was wrongfully dismissed (including for the avoidance of doubt, constructive

wrongful dismissal) or;

- (ii) he was unfairly dismissed except where the finding of unfair dismissal was determined on purely procedural grounds.

"3 Leaver" Means a holder of B Shares, C Shares and/or D Shares who is an Executive Director and who voluntarily resigns (save for proven constructive dismissal) as a director or employee.

" 4 Leaver" means a holder of B Shares, C Shares and/or D Shares who is a Director or who is employed by the Company or any subsidiary of the Company and whose Directorship, service contract or employment contract has terminated for any reason other than those which constitute a 1 Leaver, 2 Leaver or 3 Leaver.

"Mandatory Transfer Notice" a notice given by a Shareholder to the Company offering for sale all the Shares held by that Shareholder and any of his connected persons.

"Leaver" an 1 Leaver, a 2 Leaver, a 3 Leaver or a 4 Leaver.

"Sale Shares" the shares the subject of a Mandatory Transfer Notice

7.2 If a Shareholder becomes a Leaver then on the date such Shareholder becomes a Leaver (the "Termination Date") a Mandatory Transfer Notice shall be deemed to have been served on the Termination Date by the Leaver

7.3 The Offer Price of the Sale Shares in the case of a transfer pursuant to Clause 7.2 shall be:

7.3.1 if the Leaver is an 1 Leaver or a 2 Leaver the Offer Price shall be the par value thereof

7.3.2 if the Leaver is a 3 Leaver the Offer Price shall be determined with reference to the date of the Mandatory Transfer Notice.

7.3.2.1 If the date that the Mandatory Transfer Notice is served or deemed to be served is prior to 1st October 2003 the Offer Price shall be par

7.3.2.2 If the date that the Mandatory Transfer Notice is served or deemed to be served is between 1st October 2003 and 30th September 2005 the Offer Price shall be 33% of the Fair Price determined in accordance with Article 6.4

7.3.2.3 If the date that the Mandatory Transfer Notice is served or deemed to be served is on or after the 1st October 2005 the Offer Price shall be 66% of the Fair Price determined in accordance with Article 6.4

7.3.3 if the Leaver is a 4 Leaver the Offer Price shall be the Fair Price as determined in accordance with Article 6.4

7.4 The Sale Shares shall first be offered in accordance with the provisions of Articles 6.3 to 6.7 (other than Article 6.4).

CONVERSION ON TRANSFER OF A SHARES, B SHARES, C SHARES AND D SHARES

8. Any Share of any class transferred to a holder of a different class of share shall be converted into the share class already held by that Shareholder (for example an A Share transferred to a B Shareholder shall be converted to a B Share) unless following conversion all the issued shares would be of only one class.

LIEN

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

CALLS

10. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

VOTES OF MEMBERS AND PROCEEDINGS AT GENERAL MEETINGS

11. Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every member present in person shall have one vote and on a poll every member shall have one vote for each share of which he is the holder
12. In the case of joint holders of a share the signature of any one of them is sufficient for the purposes of passing resolutions in writing under regulation 53 of Table A.
13. In the case of a corporation, a director or its secretary is deemed to be a duly authorised representative for the purposes of regulations 53 and 54 of Table A.
14. A proxy is entitled to vote on a show of hands and regulation 54 of Table A shall be modified accordingly.

APPOINTMENT OF DIRECTORS

15. No person shall be appointed a Director at any General Meeting unless either:-
 - 15.1 he is recommended by the Directors; or
 - 15.2 not less than fourteen nor more than thirty five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment together with notice executed by that person of his willingness to be appointed
16. The Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.
17. The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with Article 26 below as the maximum number of Directors and for the time being in force

DIRECTORS INTERESTS

18. A Director who has disclosed his interest and the interest of any person who is for any purpose of the Act (excluding any statutory modification thereof not in force when this regulation becomes binding on the Company) connected with the Director and in the case of an alternate director any interest of his appointor in accordance with Regulation 85 of Table A and Section 317 of the Act may vote in respect of any contract proposed contract or any arrangement in which he is interested directly or indirectly and such Director shall be counted in the quorum present at any meeting at which such contract or proposed contract or arrangement is being considered
19. Any Director may hold any other office or place of profit under the Company (other than the office of Auditor) in conjunction with his office of Director for such period and on such terms (as to remuneration and otherwise) as the Directors may determine
20. Any Director may act by himself or his firm in a professional capacity for the Company and he or his firm shall be entitled to remuneration for professional services as if he were not a Director provided that nothing herein contained shall authorise a Director to act as Auditor for the Company

RETIREMENT AND REMOVAL OF DIRECTORS

21. The office of a Director shall be vacated:-
 - 21.1 In any of the circumstances specified in Article 81 of Table A (any resignation of office being by notice in writing); or

- 21.2 If the Director becomes incapable by reason of illness or injury of managing and administering his property and affairs and paragraph (c) of Regulations 81 of Table A shall be modified accordingly
- 21.3 If a Resolution signed by the holders of more than 50% of the issued share capital of the Company requiring the Director to vacate his office is delivered to the Company's registered office

PROCEEDINGS OF DIRECTORS

- 22 A Director may participate in a meeting of the Directors or a committee of Directors of which he is a member by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participation in a meeting in this manner is deemed to constitute presence in person at the meeting.

NUMBER OF DIRECTORS

- 23 The maximum number of Directors shall not be more than ten but the Company by Ordinary Resolution in General Meeting may reduce or increase this limit. The minimum number of Directors shall be one. If and for so long as there is a sole Director he shall have authority to exercise all the powers vested in the Directors generally

MANAGING DIRECTORS AND MANAGERS

- 24 The Directors may from time to time appoint one or more of their body to the office of Managing Director or Manager for such period and on such terms (as to remuneration and otherwise) as they think fit and subject to the terms of any agreement entered into in any particular case may revoke such appointment. Any such appointment subject to the payment to the appointee of such compensation or damages as may be payable to him by reason thereof shall be automatically terminated if he cease from any cause to be a Director

BORROWING POWERS

- 25 The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage charge or standard security over its undertaking property and uncalled capital or any part thereof and to issue debentures debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party

SECRETARY

- 26 Subject to the provisions of the Act the Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them. If at any time there shall be no Secretary or for any reason no Secretary capable of acting the Directors may appoint an assistant or deputy Secretary

NOTICES

27. Notice of every general meeting shall be given in manner authorised by Table A to every member except those members who are by these Articles disentitled from receiving such notices and those members who (having no registered address within the United Kingdom) have not supplied to the Company any address within the United Kingdom for the giving of notices to them and shall also be given to the directors and the auditors