Company No: 03664050

A15 *A9M1BB7Z* 519
COMPANIES HOUSE 14/12/2005

NG LOGISTICS LIMITED

Written resolutions of the Members of the Company

We the undersigned being all the Members for the time being of the above Company entitled to attend and vote at general meetings HEREBY PASS the following resolutions and agree that the said resolutions shall, pursuant to Regulation 53 of Table A in the Companies (Table A-F) Regulations 1985, which is incorporated in the Articles of Association of the Company for all purposes, be as valid and effective as if the same had been passed in the case of resolution 1 as an Ordinary Resolution and in the case of resolution 2 as a Special Resolution at a general meeting of the Company duly convened and held.

Written Resolutions

Ordinary Resolution

1. That the authorised and issued share capital of the Company be redesignated as set out below:-

   1.1 the 285 ordinary shares of £1 each currently held by Peter Damian O'Brien be re-designated as 285 A ordinary shares of £1 each;

   1.2 the 285 ordinary shares of £1 each currently held by Gary Dean be re-designated as 285 B ordinary shares of £1 each;

   1.3 the 285 ordinary shares of £1 each currently held by Martin John Rue be re-designated as 285 C ordinary shares of £1 each; and

   1.4 the 145 ordinary shares of £1 each held by Nigel Leslie Short be re-designated as 145 D ordinary shares of £1 each,

   in each case having the rights set out in the new Articles of Association as proposed to be adopted by resolution 2 below.

Special Resolution

2. That the regulations contained in the document annexed to these resolutions and for the purposes of identification signed by the members are hereby adopted as the new Articles of Association of the Company to the exclusion of and in substitution for the existing Articles of Association.

Dated 31 October 2005

.....	.....
Peter Damian O'Brien	Gary Dean
.....	.....
Martin John Rue	Nigel Leslie Short

29037/017
#284885 v1

Company Number 03664050

THE COMPANIES ACT 1985

and

THE COMPANIES ACT 1989

Private Company Limited by Shares

NEW ARTICLES OF ASSOCIATION

- of -

NG LOGISTICS LIMITED

Incorporated on 9 November 1998

A15 #A9H1CB70# 518
COMPANIES HOUSE 14/12/2005

Field Seymour Parkes
The Old Coroner's Court
No 1 London Street
Reading
Berkshire
RG1 4QW

THE COMPANIES ACT 1985

AND

THE COMPANIES ACT 1989

Private Company Limited by Shares

NEW ARTICLES OF ASSOCIATION

- of -

NG LOGISTICS LIMITED

(adopted by special resolution of the Company
passed on 31 October 2005)

1. PRELIMINARY

1.1 The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (S.I. 1985 No 1052) and the Companies Act 1985 (Electronic Communications) Order 2000 (S.I. 2000 No. 2000 No. 3373) (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

1.2 Regulations 3, 23, 41, 54, 64 to 69 (inclusive), 73 to 80 (inclusive), 88, 89, 96 to 98 (inclusive) and 118 of Table A shall not apply to the Company.

1.3 In these Articles the following words and expressions shall have the meanings set opposite them:-

"A Ordinary Shares"	means the A ordinary shares of £1 each in the share capital of the Company
"Act"	means the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
"Adoption Date"	means the date on which these Articles were adopted by the Company

"Articles"	means the Articles of Association of the Company
"B Ordinary Shares"	means the B ordinary shares of £1 each in the share capital of the Company
"C Ordinary Shares"	means the C ordinary shares of £1 each in the share capital of the Company
"clear days"	in relation to the period of a notice means 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
"D Ordinary Shares"	means the D ordinary shares of £1 each in the share capital of the Company
"executed"	means any mode of execution
"Fair Price"	means the price per Share determined in accordance with Article 15
"Family Trusts"	of any Shareholder means trusts (whether arising under a settlement, declaration of trust or other instrument, a testamentary disposition or on an intestacy) under which no person has a beneficial interest in Shares transferred to the trust that take effect in priority to the Shareholder or Privileged Relations of the Shareholder. A person is beneficially interested in a Share if it or income from it is or may become liable to be transferred to that person under the trust. Where a Family Trust is divided into two or more separate funds, each of which is subject to different beneficial trusts, then each such fund shall be regarded as a separate Family Trust for the purpose of these Articles (whether or not the trustees have made any appropriation of the assets held by that trust between such funds)
"holder"	means in relation to any Share the member whose name is entered in the register of members as the holder of the share
"Privileged Relations"	(i) The spouse or the widower or widow (including any widow or widower after remarriage) of a Shareholder; (ii) all the lineal descendants and ascendants in direct line of a Shareholder; and

(iii) the brothers and sisters of a Shareholder and their lineal descendants

For the purposes of this definition a person shall be deemed to be the lineal ascendent of a step-child, or an adopted or illegitimate child and those children shall be deemed to be a lineal descendant of such person and of the lineal ascendants of such person, and a brother or sister shall include a half-adopted or illegitimate brother or sister

"secretary"	means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint assistant or deputy secretary
"Shareholder"	means the holder of any of the Shares from time to time
"Shares"	means the A Ordinary Shares and/or the B Ordinary Shares and/or the C Ordinary Shares and/or the D Ordinary Shares
"United Kingdom"	means Great Britain and Northern Ireland
"Valuer"	means the auditors of the Company (or in the event of their being unwilling or unable to act or at the option of the Company, an independent firm of chartered accountants nominated by the President of the Institute of Chartered Accountants of England and Wales (or his equivalent from time to time) in each case acting as an expert not as an arbiter.

1.4 Regulations 3, 23, 41, 54, 64 to 69 (inclusive), 73 to 80 (inclusive), 88, 89, 96 to 98 (inclusive) and 118 of Table A shall not apply to the Company.

1.5 References to the singular shall include the plural and references to the masculine include a reference to the feminine and neuter and vice versa.

1.6 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company.

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

to be required for any purpose a special resolution shall also be effective.

1.8 Headings are used for convenience only and shall not affect the construction of these Articles.

2. INTERPRETATION

The provisions as to the interpretation of Table A contained in Regulation 1 of Table A shall apply to the interpretation of these Articles as they apply to the interpretation of Table A.

3. SEAL

3.1 Regulation 6 of Table A shall be modified so as to remove the reference to the Company seal.

3.2 Regulation 101 of Table A shall be modified by the insertion of the words ", if the Company has one," after the words "The seal" at the beginning of the Articles.

4. ALLOTMENT OF SHARES

4.1 The Company is a private company and accordingly the Company shall not allot or agree to allot any shares in or debentures of the Company to the public, and sections 58(3), 59 and 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

4.2 All unissued shares of the Company, whether forming part of the original or any increased capital, shall be under the control of the Directors who (subject to the provisions of section 89 of the Act) may allot, grant options over, offer or otherwise deal with or dispose of them to such persons, including any Directors of the Company, at such times and on such terms and generally in such manner as they think fit but no shares shall be issued at a discount.

4.3 The Directors are generally and unconditionally authorised by these Articles to exercise the powers of the Company to allot relevant securities (as defined in section 80 of the Act) and are empowered to make offers or agreements which would or might require relevant securities (as so defined) to be allotted after the expiration of such authority.

4.4 Unless and until the authority conferred by Article 4.3 is revoked, renewed or varied:

4.4.1 the maximum amount of relevant securities (as so defined) that may be allotted under such authority shall be the amount of unissued relevant securities in the capital of the Company at the Adoption Date; and

4.4.2 such authority shall expire on the fifth anniversary of the Adoption Date.

4.5 The authority conferred by Article 4.3 may at any time (subject to section 80 of the Act) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

5. SHARE CAPITAL

The authorised share capital of the Company is £1,000 divided into 285 A Ordinary Shares, 285 B Ordinary Shares, 285 C Ordinary Shares and 145 D Ordinary Shares.

6. DIVIDENDS

6.1 The profits of the Company available for distribution shall be used to pay dividends of such amount and to the holders of such class or classes of Shares as the directors may determine.

6.2 Every dividend shall be distributed to the appropriate Shareholders pro rata according to the amounts paid up or credited as paid up on the Shares held by them respectively. All dividends are expressed net and shall be paid in cash.

7. RETURN OF CAPITAL

On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be distributed among the holders of the A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares (parri passu as if the same constituted a single class of shares) in proportion to the amounts paid up or credited as paid up on the Shares held by them respectively.

8. VOTING

8.1 The A Ordinary Shares, the B Ordinary Shares, the C Ordinary Shares and the D Ordinary Shares shall carry one vote per share.

8.2 Votes on Shares may be exercised:

8.2.1 on a show of hands by every member who (being an individual) is present in person or (being a corporation) is present by a representative (in which case each member holding shares with votes shall have one vote); or

8.2.2 on a poll by every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each member holding shares with votes shall have one vote for each such share held).

9 CLASS RIGHTS

Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of

a winding up, only with the consent in writing of the holders of not less than 75 per cent of the issued shares of that class.

10. REDEMPTION OF SHARES

Subject to, and in accordance with, the provisions of the Act the Company may:-

10.1 issue Shares which are to be redeemed or are liable to be redeemed at the option of the Company or the member; or

10.2 purchase its own Shares (including any redeemable shares).

11. LIEN

The lien conferred by Regulation 8 of Table A shall also apply to:

11.1 fully paid Shares; and

11.2 all Shares whether fully-paid or not standing registered in the name of any person indebted or under liability (whether solely or jointly with others) to the Company (whether he shall be the sole registered holder of them or shall be one or two or more joint holders) for all moneys owing to the Company from him or his estate either alone or jointly with any other person, whether as a member or not and whether such monies are presently payable or not.

12. PERMITTED TRANSFERS

12.1 Any Shares may at any time be transferred:

12.1.1 by any Shareholder (not being a Shareholder only due to him being a trustee of a Family Trust) to a Privileged Relation of such Shareholder;

12.1.2 by any Shareholder ("the Original Holder" for the purposes of this Article 12) to trustees to be held upon Family Trusts of such Shareholder and by the trustees of such trust (or of any Family Trust to which the shares have been transferred under this sub-clause) to:

12.1.2.1 a new trustee on any change of trustees of the Family Trust; or

12.1.2.2 the trustees for the time being of any other Family Trusts of the Original Holder;

12.1.3 on the total or partial termination of the Family Trust to the Original Holder or any Privileged Relation of the Original Holder.

12.2 For the purposes of these Articles, any Shares held by any Privileged Relations or the trustees of any Family Trust which have been transferred to them by a transfer or successive transfers pursuant to

Article 12.1, and any Shares issued or transferred to them or their predecessors by reason of the holdings of those Shares or any of them, shall be treated as if they were Shares held by the Original Holder.

13. PRE-EMPTION RIGHTS ON SHARE TRANSFERS

13.1 Save for transfers permitted by Article 12, a Share shall not be transferred unless it first be offered to the Company and/or the other members at the Fair Price. A member wishing to transfer a Share or Shares ("Retiring Member") shall give notice thereof in writing to the Company and in such notice ("Transfer Notice") he shall specify the proposed transferee (if any) and the number of Shares to be transferred ("Transfer Shares").

13.2 The Transfer Notice shall constitute the Company the Retiring Member's agent for the sale in accordance with the provisions of this Article of the Transfer Shares or Shares comprised therein at the Fair Price. A Transfer Notice may not be withdrawn except with the consent of the Directors which shall not be withheld if the Retiring Member pays all the costs reasonably incurred by the Company in connection with the Transfer Notice and the establishment of the Fair Price.

13.3 Within 7 days after the date ("the Determination Date") upon which the Fair Price for the Transfer Shares has been determined then unless the Retiring Member has properly withdrawn the Transfer Notice in accordance with Article 13.2, the Transfer Shares may be bought by the Company (acting by the Directors) at the Fair Price (subject to compliance with Part V of the Companies Act 1985). The Directors shall determine whether to buy the Transfer Shares and if so how many of them the Company will buy. The Directors shall then proceed to seek a purchaser or purchasers for the balance (or all) the Transfer Shares (as agent for the Retiring Member) among the Shareholders in proportion to their respective shareholdings of Shares (parri passu as if the same constituted a single class of shares).

13.4 In the case of competition amongst the other members therefor, the same shall be apportioned amongst those wishing to purchase the same as nearly as may be in proportion to their respective holdings of Shares, but so that no member shall be required to purchase more Shares than he has expressed his willingness so to do. Any question of difficulty shall be resolved by the Directors in such manner as they think most beneficial to the Company.

13.5 Subject to the Retiring Member's rights under Article 13.2 upon the Directors determining that the Company should buy the Transfer Shares or the Company finding a purchasing member or members for the balance (or all) the Transfer Shares the Company shall give notice thereof to the Retiring Member and the sale or sales shall be completed within 14 days thereafter. If the Retiring Member fails so to complete any such sale, the Directors shall nominate some person to transfer the Transfer Share or Shares comprised in such sale to the Company or the purchasing member (as the case may be) and shall receive the purchase money and all appropriate entries shall be made in the

statutory books of the Company. The Retiring Member shall deliver to the Company his certificate or certificates comprising or including such Share or Shares and shall thereupon be paid the purchase money and any necessary balance certificate shall be issued to him.

13.6 If within 28 days of the Directors first seeking a purchaser under Articles 13.3 no purchasing member has been found for the balance of the Transfer Share or Shares (if any) then the Directors shall give notice thereof to the Retiring Member and in such case, and also if a purchasing member has failed duly to complete his purchase, the Retiring Member may at any time within three months after such notice was given to him, transfer any remaining Transfer Share or Shares, to any person at any price not being less than the Fair Price.

13.7 Any transfer of any interest in a Share or Shares, shall for the purpose of this Article be deemed to constitute a transfer of the Share or Shares comprised in such direction or transfer and, shall be deemed to constitute a transfer notice comprising such Share or Shares and the foregoing provisions of this Article shall apply accordingly.

14. COMPULSORY TRANSFERS

14.1 In this Article 14 "the Relevant Event" means a Shareholder:-

14.1.1 becoming bankrupt or making any arrangement or composition with his creditors generally;

14.1.2 being admitted to hospital pursuant to the Mental Health Act 1983 or having a receiver appointed by a Court over his affairs;

14.1.3 dying;

14.1.4 who is an employee of the Company ceasing to be an employee of the Company (unless the Board of Directors resolves on or prior to the termination date that such cessation should not constitute a Relevant Event for the purposes of this Article 14 and/or such cessation is due to the relevant Shareholder being unfairly or wrongfully dismissed by the Company).

14.2 On the happening of any Relevant Event the Shareholder in question shall be deemed immediately to have given a Transfer Notice in respect of all the Shares as shall then be registered in the name of such Shareholder and such Shares shall be transferred in accordance with the pre-emption rights set out in the Articles.

15. FAIR PRICE

15.1 "Fair Price" means the price per share as at the date of service or deemed service of the Transfer Notice agreed between the selling shareholder and the Directors or, in the absence of such agreement, the price as at such date certified in writing by the Valuer as being in its opinion the fair value of the shares as between a willing seller and a willing buyer (with no discount to reflect the unquoted status of the

shares) provided that the Valuer, in determining the fair value of any such shares shall:-

15.1.1 determine the sum which a willing buyer would offer to a willing seller for the whole of the issued share capital of the Company;

15.1.2 divide the resultant figure by the number of issued shares; and

15.1.3 make no adjustments for any rights attaching to the shares to be transferred so that all shares (regardless of class) shall have the same value per share;

15.2 but so that there shall be no addition or subtraction of any premium or discount arising in relation to the size of the holding the subject of the relevant transfer, or in relation to any restrictions on the transferability of the shares arising only out of the provisions of these Articles and provided further that the Valuer shall take into account in relation to determining the appropriate figure for Article 15.1 above any bona fide offer from any third party to purchase any holdings the subject of a Transfer Notice.

16. CALLS

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".

17. TRANSFER OF SHARES

17.1 All transfers of shares shall be effected by instrument in writing in any usual or common form or in any other form acceptable to the Directors.

17.2 The instrument of transfer shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee.

17.3 The transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the Register of members in respect thereof.

17.4 For the purpose of these Articles the renunciation or negotiation of any temporary document of title to any share shall constitute a transfer.

18. GENERAL MEETINGS AND RESOLUTIONS

18.1 Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to members in regard to their right to appoint proxies. Notices of and other communications relating to any General Meeting which any member is entitled to receive shall be sent to the Directors of the Company and to any alternate Directors. It shall not be necessary to

give any notice to the auditors for the time being of the Company save in respect of the Annual General Meeting. Regulation 38 of Table A shall be varied accordingly.

18.2 No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as provided herein a quorum shall consist of two Shareholders each of whom is present in person or by representative or by proxy.

18.3 If within half an hour from the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of members shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as to the Directors may determine, and if, at that adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.

19. REPRESENTATIVES

Any person who is a member and who is also acting as the representative or proxy of a member or members or a person who is not a member and who is acting as the representative or proxy of two or more members or a person who is not a Director acting as an alternate Director for two or more Directors or who is a Director and who acts as an alternate Director may sign a written resolution of the members or the Directors (as the case may be) in more than one capacity, and he shall not be obliged to act in the same manner or to vote for or against such resolution in respect of each capacity in which he acts, but such a person who attends a General Meeting of the Company shall be counted once for each capacity in which he acts for the purpose of determining whether the quorum for the transaction of the business of the General Meeting exists.

20. DIRECTORS

Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be subject to any maximum but shall be not less than one.

21. ALTERNATE DIRECTORS

21.1 Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Board of Directors agrees otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company. The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting.

21.2 An alternate Director shall not be entitled as such to receive any remuneration from the Company except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, but otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.

21.3 An alternate Director shall be entitled to receive notices of all meetings of the Board of Directors and of any committee of Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present (including the right to a casting vote in the event of his acting as alternate for the Chairman) and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings. A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Board of Directors or at any committee of Directors to the number of votes to which every Director whom he represents would be entitled in addition to his own vote (if any) as a Director but shall not count for more than one Director for the purposes of a quorum at any Directors' meeting.

21.4 An alternate Director shall not require a share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company if his appointor is not present.

22. INTEREST OF DIRECTORS

A Director (including an alternate Director) who has duly declared his interest therein may, notwithstanding his interest, vote in respect of any contract or arrangement with the Company in which he is interested, directly or indirectly, and be taken into account for the purpose of deciding whether a quorum is present and may retain for his own absolute use and benefit all profits and advantages accruing to him. Regulations 94 and 95 of Table A shall be modified accordingly.

23. POWERS OF DIRECTORS

In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may exercise all the powers of the Company to borrow and to mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part of it, 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.

24. APPOINTMENT AND RETIREMENT OF DIRECTORS

24.1 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

24.2 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 fixed by or in accordance with the Articles as the maximum number of directors for the time being in force.

24.3 Any person may be appointed or elected as a Director whatever his age and no Director shall be required to vacate his office by reason of his age or having obtained the age of seventy years or any other age.

25. PROCEEDINGS OF DIRECTORS

25.1 Subject to Article 25.3 the Directors may meet together for the despatch of business as they think fit. The quorum for a meeting of Directors or of a committee of Directors shall (save in the case of a committee comprising one Director only in which case the quorum shall be one) throughout the meeting be at least two Directors (or their alternate Directors).

25.2 A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors.

25.3 At least seven days' previous notice in writing shall be given of every meeting of Directors or of a committee of Directors unless either all of the Directors or all of the members consent in writing (which includes consent given by facsimile or any other legible form) to the holding of a meeting on shorter notice. Such notice shall be given to all Directors and also to all alternate Directors and shall set forth the business to be discussed at such meeting and the meeting shall not be competent to deal with any business not referred to in such notice.

25.4 If within half an hour from the time appointed for the meeting of Directors or of a committee of Directors a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the Directors present or their alternates shall be a quorum.

25.5 Save as herein otherwise provided questions arising at any meeting of the Board of Directors or of a committee of Directors shall be decided by a majority of votes provided that in the case of an equality of votes the Chairman of the meeting of Directors or of a committee of Directors shall have a second or casting vote.

25.6 A resolution in writing signed by all the Directors or their respective alternates shall be as effective for all purposes as a resolution passed at a meeting of the Board of Directors duly convened and held and may consist of several documents in like form each signed by one or

more of the Directors and may be in the form of a facsimile or any other legible form sent by any other similar method of transmission and unless the contrary shall be proved it shall be deemed to be duly and validly signed by the person purporting to sign the same and whose name appears in the text as the person signing the same.

25.7 The Board of Directors may delegate any of the powers vested in it to a committee or committees. Any committee so formed shall, in the exercise or any powers delegated to it, conform to any regulations that may be imposed upon it by the Board of Directors.

25.8 It shall not be necessary to give notice of a meeting of the Board of Directors or of a committee of the Directors to any Director who is absent from the United Kingdom.

25.9 All or any of the Directors or any committee thereof may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and be heard by each other. Any person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be 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 is then present.

26. DISQUALIFICATION OF DIRECTORS

Regulation 81 of Table A as applicable to the Company shall be construed with the addition to paragraph (e) thereof of the words "unless he shall have appointed an alternate Director who has not been similarly absent during such period".

27. INDEMNITY

27.1 Every Director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties or his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

27.2 The Directors shall have power to purchase and maintain for any Director or other officer of the Company insurance against any such liability as is referred to in Section 310(1) of the Act pursuant to the provisions of Section 310(3) of the Act.

27.3 Regulation 118 in Table A shall not apply to the Company.