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COMPANIES HOUSE

Company No 03829477

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

of

KILLYGOWAN LIMITED (the "Company")**23RD OCTOBER 2013****16 DEC 2013****BELFAST**

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolutions are passed as written resolutions of the Company, having effect, in the case of resolutions 1 and 2, as ordinary resolutions ("**Ordinary Resolutions**"), and in the case of resolution 3 as a special resolution ("**Special Resolution**") (together the "**Resolutions**") -

ORDINARY RESOLUTIONS

1. THAT, in accordance with paragraph 42(2)(b) of Schedule 2 of the Companies Act 2006 (Commencement No 8, Transitional Provisions and Savings) Order 2008, the authorised share capital of the Company set out in regulation 5 of the memorandum of association of the Company and Article 3.1 of the Articles of Association of the Company, is hereby increased from £100,000 divided into 100,000 shares of £1.00 each to £500,000 divided into 100,000 ordinary shares of £1.00 each and 400,000 redeemable preference shares of £1.00 each

3. THAT, in accordance with section 551 of the Companies Act 2006 (**CA 2006**), the directors of the Company (**Directors**) be generally and unconditionally authorised to allot shares in the Company or grant rights to subscribe for or to convert any security into shares in the Company (**Rights**) up to an aggregate nominal amount of £352,000 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on 1st of November 2013 save that the Company may, before such expiry, make an offer or agreement which would or might require shares to be allotted or Rights to be granted and the Directors may allot shares or grant Rights in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired

This authority is in substitution for all previous authorities conferred on the Directors in accordance with section 80 of the Companies Act 1985 or section 551 of the CA 2006 but without prejudice to any allotment of shares or grant of Rights already made or offered or agreed to be made pursuant to such authorities

SPECIAL RESOLUTION

2. THAT the draft articles of association produced to the meeting and, for the purposes of identification and attached to this resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the existing articles of association

AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned persons, entitled to vote on the above Resolutions expire on 1st of November 2013, hereby irrevocably agree to the Resolutions -


James Harold Charles Hamilton

30/10/2013
[Date]


James Abercorn

30/10/2013
[Date]

 LORO HAMILTON
Print Name
For and on behalf of Killygowan Limited

30/10/2013
[Date]

NOTES

YOU CAN CHOOSE TO AGREE TO ALL OF THE RESOLUTIONS OR NONE OF THEM BUT YOU CANNOT AGREE TO ONLY SOME OF THE RESOLUTIONS. IF YOU AGREE TO ALL OF THE RESOLUTIONS, PLEASE INDICATE YOUR AGREEMENT BY SIGNING AND DATING THIS DOCUMENT WHERE INDICATED ABOVE AND RETURNING IT TO THE COMPANY USING ONE OF THE FOLLOWING METHODS:-

- **By Hand** delivering the signed copy to the directors at C/O Nomina plc, 85 Gracechurch Street, London, EC3V 0AA,
- **POST: RETURNING THE SIGNED COPY BY POST TO THE DIRECTORS AT C/O NOMINA PLC, 85 GRACECHURCH STREET, LONDON, EC3V 0AA;**
- **FAX: FAXING THE SIGNED COPY TO 020 78636555 MARKED "FOR THE ATTENTION OF THE DIRECTORS";**
- **E-MAIL: BY ATTACHING A SCANNED COPY OF THE SIGNED DOCUMENT TO AN E-MAIL AND SENDING IT TO HAL@HAMPDEN.CO.UK. PLEASE ENTER "WRITTEN RESOLUTIONS DATED 23RD OCTOBER 2013" IN THE E-MAIL SUBJECT BOX.**

If you do not agree to all of the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

ONCE YOU HAVE INDICATED YOUR AGREEMENT TO THE RESOLUTIONS, YOU MAY NOT REVOKE YOUR AGREEMENT.

UNLESS, BY 1ST NOVEMBER 2013, SUFFICIENT AGREEMENT HAS BEEN RECEIVED FOR THE RESOLUTIONS TO PASS, THEY WILL LAPSE. IF YOU AGREE TO THE RESOLUTIONS, PLEASE ENSURE THAT YOUR AGREEMENT REACHES US BEFORE OR DURING THIS DATE.

IN THE CASE OF JOINT HOLDERS OF SHARES, ONLY THE VOTE OF THE SENIOR HOLDER WHO VOTES WILL BE COUNTED BY THE COMPANY. SENIORITY IS DETERMINED BY THE ORDER IN WHICH THE NAMES OF THE JOINT HOLDERS APPEAR IN THE REGISTER OF MEMBERS.

IF YOU ARE SIGNING THIS DOCUMENT ON BEHALF OF A PERSON UNDER A POWER OF ATTORNEY OR OTHER AUTHORITY PLEASE SEND A COPY OF THE RELEVANT POWER OF ATTORNEY OR AUTHORITY WHEN RETURNING THIS DOCUMENT.

Company No 03829477

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

KILLYGOWAN LIMITED

Incorporated 17 August 1999

Dated

30th October 2013

Company No 03829477

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

KILLYGOWAN LIMITED

Incorporated 17 August 1999

- 1 The Company's name is KILLYGOWAN LIMITED
- 2 The Company's Registered Office is to be situated in England and Wales
- 3 The Company's objects are -
 - 3 1 to apply to the Council of Lloyd's for underwriting membership of Lloyd's, to employ funds and engage the services of a Members' Agent, Licenced Lloyd's Adviser, Sponsor, Legal Adviser and Auditor together with such other personnel, agents or advisers as the Council prescribes in connection with such application, upon admission to membership of Lloyd's to carry on insurance and reinsurance business as a member of Lloyd's and to invest any income or capital of the Company not immediately required in connection with the Company's underwriting at (or membership of) Lloyd's,
 - 3 2 before and after admission to membership of Lloyd's, to borrow or raise money in any manner for the purposes of the Company and (subject always to the Byelaws, regulations and directions of Lloyd's and to any other conditions and requirements prescribed by the Council of Lloyd's from time to time) to give security of whatsoever nature for there payment thereof, whether by the issue of debentures, debenture stock, mortgages, bonds or other instruments,
 - 3 3 subject always to the consent of the Council of Lloyd's, to undertake all such other things as are directly ancillary to the attainment of such objects subject to such limitations as the Council of Lloyd's may from time to time prescribe for as long as the Company remains a member of Lloyd's,
 - 3 4 to invest and deal with the monies of the Company in such shares or upon such securities and in such manner as from time to time may be determined,
 - 3 5 to purchase or otherwise acquire, take over and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business the carrying on of which is calculated to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company,
 - 3 6 to sell, improve, manage, develop, turn to account, let on rent or royalty or share of profits or otherwise, grant licences or easements or other rights in or over, or in any other manner deal with



Pinsent Masons

or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit,

- 3 7 to subscribe for, take, purchase or otherwise acquire either for cash, shares or debentures in this Company or any other consideration any other company or business which, in the opinion of the Company, may be carried on so as directly or indirectly to benefit the Company,
- 3 8 to sell or otherwise dispose of the whole or any part of the business or property of the Company for any consideration, shares or debentures as the Company may think fit,
- 3 9 to lend and advance money or give credit on any terms and with or without security to any company, firm or person (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 of money or the performance of any obligation by any company, firm or person (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid),
- 3 10 to borrow or 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,
- 3 11 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,
- 3 12 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,
- 3 13 to support and subscribe to any funds and to subscribe to or assist in the promotion of any charitable, benevolent or public purpose or object for the benefit of the Company or its employees, directors or other officers past or present and to grant pensions to such persons or their dependants,
- 3 14 to distribute among the members of the Company in kind any property of the Company of whatever nature,
- 3 15 to pay all or any expenses in connection with the promotion, formation and incorporation of the Company, or to contract with any company, firm or person to pay the, same, and to pay commission to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company,
- 3 16 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 it is hereby declared that, save as otherwise expressly provided, each of the paragraphs of this Clause shall be regarded as specifying separate and independent objects and accordingly shall not be in any way limited by a reference to or inference from any other paragraph or the name of the Company and the provisions of each such paragraph shall, save as aforesaid, be carried out in as full and ample a manner and construed in as wide a sense as if each of the paragraphs defined the objects of a separate and distinct company

- 4 The liability of the Members is limited

- 5 The Company's share capital is £500,000 00 divided into 100,000 ordinary shares of £1 00 each and 400,000 redeemable preference shares of £1 00 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
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HALLMARK SECRETARIES LIMITED 120 East Road London N1 6AA	One
---	-----

HALLMARK REGISTRARS LIMITED 120 East Road London N1 6AA	One
--	-----

Dated 17 August 1999

Witness to the above signatories -

DAVID ORDISH
120 East Road
London N1 6AA

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PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

KILLYGOWAN LIMITED (the "Company")

Incorporated 17 August 1999

1 DEFINITIONS AND INTERPRETATION

1 1 The words standing in the first column of the following table bear in these Articles the meanings set opposite them respectively in the second column -

"Auditors"	means the Auditors for the time being of the Company
"the Byelaws"	means all the Byelaws, regulations and directions of Lloyd's from time to time as they apply to the Company as a member of Lloyd's
"Connected Person"	means a person within the meaning of paragraph 2(c) of the schedule to the Membership Byelaw (No 17 of 1993)
"Companies Act"	means the Companies Act 1985 as amended by the Companies Act 1989 and any statutory modification or re-enactment thereof for the time being in force
"Controller"	means a person within the meaning of paragraph 2(d) of the schedule to Membership Byelaw
"the Council"	means the Council of Lloyd's constituted by Section 3 of the 1982 Act and its duly authorised delegates from time to time
"the Directors"	means the Directors of the Company from time to time or (as the context shall require any of them acting as the board of directors of the Company
"Insolvency Event"	means (a) the appointment by any person of a receiver and/or manager to the Company or any of its assets, (b) the presentation of a petition for the compulsory winding-up of the Company, (c) the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company, (d) the presentation of a petition to appoint an Administrator to any Company, or (f) the Registrar of Companies issuing a notice to any Company pursuant to either section 1000 or section 1001 of the Companies Act 2006
"Insurance Act"	Companies means the Insurance Companies Act 1982
"Lloyd's"	means the Society of Lloyd's incorporated under the Lloyd's Acts

"Lloyd's Acts"	means the Lloyd's Acts 1871 1982
"Lloyd's Adviser"	means a person listed in the Register of Lloyd's Advisers maintained under the Lloyd's Advisers Byelaw (No 19 of 1993)
"Lloyd's Broker"	means a person listed in the Register of Lloyd's Brokers maintained under the Lloyd's Brokers Byelaw (No 5 of 1988)
"Managing Agent"	means a person listed as a managing agent in the Register of Underwriting Agents maintained under the Underwriting Agents Byelaw (No 4 of 1984)
"Members' Agent"	means a person listed as a members' agent in the Register of Underwriting Agents maintained under the Underwriting Agents Byelaw (No 4 of 1984)
"Membership Byelaw"	means the Membership Byelaw (No 17 of 1993)

1 2 Any requirement in these Articles for any agreement, consent or approval on the part of the Council is to be read as a requirement for such agreement, consent or approval to be given in writing before the act, event or state of affairs for which such agreement, consent or approval is needed is done or occurs Any such agreement, consent or approval may be given on such terms and conditions, subject to such undertakings and for such period as the Council thinks fit and may be revoked by the Council at any time

1 3 References herein to any Statute, or Byelaw, regulation or direction of Lloyd's shall be deemed to include any statutory re-enactment or modification thereof for the time being in force In particular (but without limitation) the thresholds for a Controller shall be such thresholds as Lloyd's may from time to time prescribe

2 PRELIMINARY

2 1 The Regulations set out in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (as amended) (hereinafter called "Table A") shall apply to the Company in the same manner and to the same extent as if they were expressly set out herein, save in so far as they are excluded or varied hereby The Clauses of Table A numbered 3, 35, 46, 64, 73 to 81 inclusive, 89, 104 and 118 shall not apply to the Company and in lieu thereof and in addition to the remaining Clauses of Table A the following shall be the Regulations of the Company

2 2 The Lloyd's Acts, the provisions of the Insurance Companies Act 1982 for the time being applicable, the Byelaws, and any other conditions and requirements prescribed by the Council from time to time shall apply to the Company and the Company shall comply with them as a member of Lloyd's

3 SHARE CAPITAL

3 1 The Company's share capital is £500,000 00 divided into 100,000 ordinary shares of £1 00 each and 400,000 redeemable preference shares of £1 00 each

3 2 The redeemable preference shares shall

3 2 1 have no voting rights (save to protect class rights),

3 2 2 carry no entitlement to dividend or to participation in assets in an Insolvency Event (other than to be redeemed at nominal value),

3 2 3 rank in priority to the ordinary shares of the Company in an Insolvency Event, and

3 2 4 be redeemed at any time out of the profits or monies of the Company which may be lawfully applied for that purpose

- 3 3 Subject to these Articles and to the provisions of Chapter VII of Part V of the Companies Act -
- 3 3 1 any shares may, with the sanction of an Ordinary Resolution, be issued upon the terms that they are, or at the option of the Company are liable, to be redeemed on such terms and in such manner as the Company may by Ordinary Resolution determine,
- 3 3 2 the Company may purchase any of its own shares (including any redeemable shares), the terms and manner of any such purchase shall (save in so far as Chapter VII of Part V of the Companies Act or any authority granted by the Company in General Meeting thereunder shall otherwise require) be determined by the Directors,
- 3 3 3 any payment by the Company in respect of the redemption or purchase of shares under the provisions of this Article may be made otherwise than out of distributable profits or the proceeds of a fresh issue of shares
- 3 4 Unless otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered as part of the original capital and shall be subject to the same provisions with reference to the payments of calls and the forfeiture of shares on non-payment of calls, transfer and transmission of shares, lien, or otherwise as if it had been part of the original capital
- 3 5 Except with the approval of the Company in general meeting, any additional shares shall be offered before issue to the existing holders of shares in proportion, as nearly as may be, to the number of shares respectively held by them Every such offer shall be made by serving it on the offeree in any manner in which notices to a member are authorised to be given by these Articles and shall limit the time not being less than 14 days, within which the offer must be accepted or failing acceptance will be deemed to be declined

Section 89(1) and sub sections (1) to (6) of Section 90 of the Companies Act shall not apply to any allotment of equity securities by the Company

4 RESTRICTIONS ON SHAREHOLDINGS

- 4 1 No person may, except with the prior written consent of the Council, be a Controller of the Company
- 4 2 The Directors shall disclose full, accurate and up to date details of all interests in any securities of the Company held for the time being by Members' Agents, Managing Agents, Lloyd's Brokers or Lloyd's Advisers to the Council and shall upon request by the Council disclose full, accurate and up to date details of all other registered shareholdings in the capital of the Company
- 4 3 The Company shall not have power to issue share warrants to bearer

5 TRANSFER OF SHARES

- 5 1 Save as otherwise provided in these Articles, the Directors may decline to register any transfer of any share (whether or not it is a fully paid share) to any person and Regulation 24 of Table A shall be deemed to be modified accordingly
- 5 2 The provisions of this Article shall apply mutatis mutandis to any person becoming entitled to a share in consequence of the death or bankruptcy of a member and who wishes either to transfer such share or himself to be registered in respect thereof

6 TRANSMISSION OF SHARES

Where a person becomes entitled to shares in the Company in consequence of the death or bankruptcy of a member and which would (if he elected to become himself the holder of the shares) bring his shareholding (when aggregated with those of any Connected Person) to or above the threshold prescribed for a Controller, he may not elect to become the holder of the shares to the extent of the excess above such threshold unless the Council otherwise agrees Regulation 30 of Table A shall be modified accordingly

7 BORROWING POWERS

Without prejudice to the generality of Regulation 70 of Table A (but subject to the provisions of Clauses 5(5), 5(6) and 5(7) of the Membership Byelaw), the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to Section 80 of the Companies Act 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

8 NOTICE OF AND PROCEEDINGS AT GENERAL MEETINGS

8 1 In Regulation 38 of Table A, the words "or a resolution appointing a person as a director" shall be deemed to be omitted and the words "in the case of special business" shall be deemed to be inserted immediately before the words "the general nature of the business to be transacted"

8 2 All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors

8 3 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded -

8 3 1 by the Chairman, or

8 3 2 by at least one member present in person or by proxy

8 4 A corporation which is a member of the Company and which is represented at a meeting of the Company by a duly authorised representative pursuant to Section 375 of the Companies Act shall be deemed to be present in person at that meeting

8 5 At the end of Regulation 41 of Table A, the following words shall be deemed to be added, namely -

"and if at the adjourned meeting such a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved"

8 6 On a show of hands or on a poll, votes may be given either personally or by proxy. Accordingly, a proxy may vote on behalf of the member(s) whom he represents both on a show of hands and on a poll (in addition to voting on his own behalf if he is a member). Regulations 54 and 59 of Table A shall be modified accordingly

9 DIRECTORS

9 1 No person shall, without the consent in writing of the Council, be appointed or remain a Director or Manager, if and so long as the Company remains a member of Lloyd's

9 2 Until otherwise determined by the Company in General Meeting, the number of Directors shall not be subject to any maximum. The minimum number of directors is one

9 3 The Directors shall have power at any time and from time to time to appoint any eligible person to be a Director of the Company, either to fill a casual vacancy or as an addition to the Board

9 4 The Company may by Ordinary Resolution of which special notice has been given in accordance with Section 379 of the Companies Act, or by Extraordinary Resolution, remove any Director before the expiration of his period of office (notwithstanding anything in these Articles or in any agreement between the Company and such Director). Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company

9 5 The Company may by Ordinary Resolution appoint an eligible person in place of a Director removed from office under paragraph (5) above, and without prejudice to the powers of the

Directors under paragraph (4) above, the Company in General Meeting may appoint an eligible person to be a Director either to fill a casual vacancy or as an additional Director

9 6 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participating in a meeting in this manner shall be deemed to constitute presence in person at such meeting

9 7 If, immediately following and as a result of the death of a member, the Company has no members and if at that time it has no Directors, the personal representatives of the deceased member may appoint any person to be a Director and the Director who is appointed will have the same rights and be subject to the same duties and obligations as if appointed in accordance with Article 9 3 (but subject always to the consent of the Council) If two members die in circumstances rendering it uncertain which of them survived the other, such deaths shall, for the purposes of this Article, be deemed to have occurred in order of seniority and accordingly the younger shall be deemed to have survived the elder

10 POWERS AND DUTIES OF DIRECTORS

Provided that a Director declares his interest in a contract or transaction or arrangement or proposed contract or transaction or arrangement with the Company in manner provided by Section 317 of the Companies Act, he shall be counted in the quorum at any meeting of Directors at which the same is considered and shall be entitled to vote as a Director in respect thereof Regulations 94 to 97 inclusive of Table A shall be deemed to be modified accordingly

11. DIVIDENDS AND RESERVE

The Directors may, before recommending any dividend, set aside out of the profits of the Company available for distribution 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 available for distribution 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 permitted by the Council as the Directors may from time to time think fit The Directors may also, without placing the same to reserve, carry forward any profits of the Company available for distribution which they may think prudent not to divide

Except as otherwise provided by the rights attached to any shares, all dividends shall be declared and paid according to the amounts paid up on the shares on which the dividend is paid

12 WINDING UP

12 1 Insofar as it is within its power to do so, the Company shall not, without the prior written consent of the Council, permit the occurrence of any Insolvency Event

12 2 In Regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how such division"

13 INDEMNITY

13 1 Every Director or other officer of the Company shall be entitled to 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 727 of the Companies Act (general power to grant relief in case of honest and reasonable conduct) 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 of his office or in relation thereto

13 2 The Company at its discretion may purchase and maintain for any Director or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to

him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company, and to the extent that any such insurance is in place and responds, every Director or other officer of the Company shall be entitled to be indemnified out of, but only to the extent of, the insurance proceeds realised by the Company. The Company shall have no liability to any Director or other officer of the Company if no such insurance policy is in place or, if in place, if the policy fails to respond for any reason whatsoever.

- 13.3 This Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Companies Act.

14 CONTRACTS AND EXECUTION OF DOCUMENTS

- 14.1 A document signed by a Director and the Secretary of the Company, or by two Directors of the Company, and expressed (in whatever form of words) to be executed by the Company, will have the same effect as if executed under the common seal of the Company and Regulation 101 of Table A shall be modified accordingly.

- 14.2 A document executed by the Company which makes it clear on its face that it is intended by the person or persons making it to be a deed has effect, upon delivery, as a deed, and it shall be presumed, unless a contrary intention is proved, to be delivered upon its being so executed.

NAMES AND ADDRESSES OF SUBSCRIBERS

HALLMARK SECRETARIES LIMITED
120 East Road
London N1 6AA

HALLMARK REGISTRARS LIMITED
120 East Road
London N1 6AA

Dated 17 August 1999

Witness to the above signatories -

DAVID ORDISH
120 East Road
London N1 6AA