

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ANGLO DIGITAL LIMITED

(registered number 03914022)

NOTICE OF RESOLUTIONS PASSED

At an extraordinary general meeting duly convened and held on 11 May 2001 the following resolutions were duly passed as special resolutions:

Special resolutions

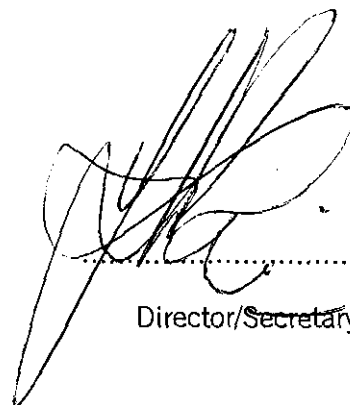
1. That the articles of association contained in the document produced to the meeting and for the purpose of identification signed by the chairman of the meeting be and the same hereby are approved and adopted as the articles of association of the Company in substitution for and to the exclusion of all the existing articles of association of the Company.
2. That, in addition to the authority in that behalf contained in the articles of association adopted by resolution number 1 above, the directors be and hereby are authorised to allot relevant securities (which expression shall in this resolution be construed in accordance with section 80 of the Companies Act 1985) pursuant to the agreement referred to in resolution number 5 below up to a maximum of £1,996.01 in aggregate nominal value to the intent that this authority shall expire 5 years following the date on which this resolution is passed but may be previously revoked or varied by the company in general meeting and may be renewed by the Company in general meeting for a further period not exceeding five years and the Company be and hereby is authorised to make any offer or agreement before the expiry of this authority which would or might require relevant securities to be allotted after this authority has expired with full power to the directors to allot relevant securities in pursuance of any such offer or agreement.
3. That, upon their recommendation, the directors be and hereby are authorised to allot equity securities (which expression shall in this resolution be construed in accordance with section 94 of the Companies Act 1985) pursuant to the authority conferred by Resolution 3 above as if articles 3.5 to 3.10 of the articles of association adopted by resolution number 3 above did not apply.

Dated: 11 May 2001

Registered office:

29 Albermarle Street

London W1S 4JB

A stylized, handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the bottom.

Director/Secretary

**THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES**

ARTICLES OF ASSOCIATION

OF

ANGLO DIGITAL LIMITED
(registered number 03914022)
(as adopted by special resolution
dated 11 May 2001)

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COMPANIES HOUSE

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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 (A to F) Amendment Regulations 1985) ("Table A") shall apply to the Company except in so far as they are excluded or varied by or are inconsistent with these articles. The remaining regulations of Table A together with these articles constitute the articles of association of the Company.
- 1.2 Words and expressions defined in regulation 1 of Table A shall in these articles bear the meanings there ascribed to them unless the context otherwise requires.
- 1.3 Any reference in these articles to any provision of any statute or to any other legislative provision shall be deemed to include a reference to any statutory or other legislative modification or re-enactment of that provision from time to time in force.
- 1.4 The following words and expressions shall in these articles have the meanings set out or referred to opposite each respectively:



- 1.5 In these articles, where the context so permits, words importing the singular number shall include the plural and vice versa; words importing the masculine gender shall include the feminine and neuter and vice versa; words importing persons shall include bodies corporate, unincorporated associations and partnerships; the expression "paid up" shall mean paid up or credited as paid up.
- 1.6 The headings to the clauses and paragraphs are inserted for ease of reference only and shall not affect the construction or interpretation of these articles.
- 1.7 A reference in these articles to any transfer of any share in the Company shall mean the transfer of and/or the grant of an option to acquire the legal or beneficial ownership or any other interest in such share and the following shall be deemed (but without limitation) to be a transfer of a share:
- 1.7.1 Any direction by way of renunciation, nomination or otherwise by a person entitled to an allotment of shares to the effect that such shares or any of them be allotted to some other person; and
- 1.7.2 Any sale or other disposition of any legal or equitable interest (including without limitation any voting right attached thereto) in any share.

2. SHARE CAPITAL

The authorised share capital at the date of adoption of these articles is £10,000,000 divided into 1,000,000,000 ordinary shares of 1 pence each.

3. ALLOTMENT OF SHARES

- 3.1 Subject as hereinafter provided, all shares shall be under the control of the directors, who may allot, grant options over or otherwise deal with or dispose of them to such persons, at such times and generally on such terms as they may think fit.
- 3.2 The directors are generally and unconditionally authorised, subject to the provisions of these articles and provided that no shares shall be issued at a discount, for the purposes of section 80 of the Act at any time or times during the period of five years from the date of adoption of these articles to allot relevant securities (as defined in section 80(2) of the Act) to such persons and generally

on such terms as they may think fit; provided that the aggregate nominal value of relevant securities allotted pursuant to this authority shall not exceed £100.

- 3.3 The directors shall be entitled under the authority conferred by article 3.2 to make at any time before the expiry of such authority any offer or agreement which will or may require relevant securities to be allotted after the expiry of such authority.
- 3.4 Subject to sections 80 and 80A of the Act, the authority hereby conferred may at any time be renewed, revoked or varied by ordinary resolution of the Company in general meeting.
- 3.5 Unless otherwise determined by special resolution, and subject to the following provisions of this article 3, any shares from time to time unissued shall, before they are issued, be offered to all the holders of shares in the Company at the date of the offer (other than any person to whom under these articles shares may not be transferred) and at the same price and on the same terms to each member in accordance with the following provisions of this article 3.
- 3.6 Any offer pursuant to article 3.5 ("the Offer") shall be made by notice in writing and shall specify the number and class of shares offered; the price per share; the period limited for the acceptance of the Offer ("the Offer Period") which shall be not less than ten and not more than twenty-one days; and the manner in which the Offer may be accepted in accordance with article 3.7.
- 3.7 The Offer may be accepted by notice in writing by the member to the directors specifying the maximum number of shares which that member wishes to accept (which may be all the shares being offered or some smaller number). If the notice returned by the member fails to specify the number of shares which he wishes to accept, then, unless he shall within the Offer Period have submitted a further notice which does specify that number, he shall be deemed to have declined the Offer.
- 3.8 A valid acceptance of the Offer may not be withdrawn, and a member who validly accepts the Offer shall be obliged to subscribe for any shares allocated to him in accordance with these articles.

- 3.9 As soon as reasonably practicable after the expiry of the Offer Period, the directors shall allot the shares so offered to or amongst the members who have accepted the Offer and, in the case of competition, the shares so offered shall be allotted to those accepting in proportion (as nearly as may be without involving fractions or allotting to any member a greater number of shares than the maximum number applied for by him) to the number of the existing shares held by them respectively.
- 3.10 Any shares not accepted pursuant to article 3.7 or not capable of being offered except by way of fractions and any shares released from the provisions of this article by special resolution shall, subject to section 80 of the Act, be at the disposal of the directors as provided for by article 3.7; provided that, in the case of shares not accepted as aforesaid or not capable of being offered except by way of fractions, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.
- 3.11 Section 89(1) and section 90 (1) to (6) of the Act shall not apply.
- 3.12 Notwithstanding any other provision of these articles, no share shall be issued to any infant or bankrupt or to any person of unsound mind, but shares may be issued to trustees for any infant or person of unsound mind.

4. **LIENS AND CALLS**

- 4.1 The lien conferred by regulation 8 of Table A shall attach also to fully paid up shares.
- 4.2 The Company shall also have a first and paramount lien on all shares (whether fully paid up or not) standing registered in the name of any person, whether he is the sole registered holder thereof or is one of two or more joint holders, for all monies presently payable by him or his estate to the Company either alone or jointly with any other person and whether as a member or not. The Company's lien on a share shall extend to any dividend or other amount payable in respect thereof. Regulation 8 of Table A shall be modified accordingly.
- 4.3 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 of Table A of the

words "and all expenses that may have been incurred by the Company by reason of such non payment".

- 4.4 The directors of the Company may at any time declare any share to be wholly or partly exempt from the provisions of this article 4.

5. **PERMITTED TRANSFERS**

- 5.1 Any share may be transferred at any time:

5.1.1 by a member who is an individual to his or her spouse; and/or

5.1.2 by a member to the trustees of any trust under which no beneficial interest in the share in question is or will be at any time vested in any person other than those mentioned in article 5.1.1 (or minors who are lineal descendants of the member) and under which no power of control over the voting powers conferred by such share is or will at any time be exercisable by or be subject to the consent of any person other than such trustees or the member or any other person as aforesaid;

5.1.3 by any such trustees to the trustees of any other trust under which no beneficial interest in the share in question is or will be at any time vested in the member by whom the share was originally transferred to such trustees and/or his or her spouse and/or minors who are lineal descendants of that member and under which no power of control over the voting powers conferred by such share is or will at any time be exercisable by or be subject to the consent of any person other than such trustees, that member, his or her spouse or minors who are lineal descendants of that member;

5.1.4 by a corporate member to any company which is for the time being a subsidiary of the transferor or a holding company of the transferor or a subsidiary of any such holding company;

5.1.5 by a member who has obtained the prior written approval of the holders of 75% of the ordinary shares.

- 5.2 Any share held in the names of trustees may be transferred into the names of new or additional trustees on any change of trustees.
- 5.3 Any shares transferred to a member pursuant to a transfer or series of transfers pursuant to articles 5.1.2 or 5.1.3 shall be subject to the restrictions contained in section 454(1) of the Act if at any time the relationship permitting the transfer under these articles shall cease unless and until such shares are re-transferred to the initial transferor.

6. **PRE-EMPTION RIGHTS**

This article 6 shall apply in relation to any transfer of shares other than those permitted under article 5:

- 6.1 Subject to this article 6, if any member ("the Transferor") wishes to transfer any share or any interest therein or to enter into any agreement to do so, then he shall give notice in writing to the Company (a "Transfer Notice"), and the Company shall be constituted his agent for the purpose of such sale. The Transfer Notice may include several shares ("the Transfer Shares").
- 6.2 The Transferor may specify in the Transfer Notice that he wishes to impose a condition ("Total Transfer Condition") that unless all the Transfer Shares are sold pursuant to the following provisions of this article 6, then none shall be sold), failing which the Transfer Notice shall be deemed not to contain a Total Transfer Condition. A Transfer Notice, once given, shall not be revocable.
- 6.3 The price at which each of the Transfer Shares shall be sold (the "Price") shall be such sum (if any) as has been nominated in writing by the Transferor.
- 6.4 The Company shall within seven days following receipt of the Transfer Notice notify ("the Offer Notice") the members (other than the Transferor) of the number of the Transfer Shares, of the Price and of whether or not the Transfer Notice contained a Total Transfer Condition, and invite each of the members (other than the Transferor) to state in writing to the Company within the period ("the Acceptance Period") specified in the Offer Notice (being not less than seven and not more than fourteen days) whether he wishes to apply to purchase any, and if so what maximum number of, the Transfer Shares.

- 6.5 Any member who fails to reply to the Offer Notice within the period specified for reply therein or who fails to so specify a maximum number of shares by the end of such period shall be deemed to have declined to purchase any of the Transfer Shares.
- 6.6 If members within the Acceptance Period apply for all or (except when the Transfer Notice contains a Total Transfer Condition) any of the Transfer Shares, the Company shall allocate the Transfer Shares (or (if less) as many of them as shall be applied for as aforesaid) to such members and in the event of competition then as nearly as may be in proportion to their existing holdings of shares provided that no member shall be obliged to take more than the maximum number of shares applied for by him.
- 6.7 If any of the Transfer Shares shall not be capable of being allocated as aforesaid without involving fractions, they shall be offered amongst those members applying for them or some of them only in such proportions or in such manner as may be determined by lot drawn in such manner as the directors may specify.
- 6.8 An application made pursuant to article 6.4 may not be withdrawn, and any member making such an application shall be obliged to purchase any shares allocated to him in accordance with these articles.
- 6.9 If the Company within a period of twenty-one days after the expiry of the Acceptance Period delivers or sends to the Transferor for execution a transfer or transfers of the Transfer Shares or (except where the Transfer Notice contains a Total Transfer Condition) some of the Transfer Shares, the Transferor shall be bound upon payment of the Price in respect thereof to deliver the said transfer or transfers duly signed to the person or persons named therein as the transferee or transferees (each a "Purchaser") together with the relative share certificate.
- 6.10 The Transferor shall be deemed to have appointed each of the directors and the secretary jointly and severally as his attorney to sign a transfer of all or any of the Transfer Shares to a Purchaser, should he fail to do so forthwith upon receipt of the Price in respect thereof, and to execute an appropriate form of indemnity should he fail to deliver to the Company either the relative share certificate or such an indemnity duly executed upon payment to him of the Price in respect thereof. The receipt of any director or of the secretary for the purchase money

shall be a good discharge to the Purchaser (in circumstances where it is paid to the Transferor by the Company on his behalf), and, after his name has been entered in the register of members in purported exercise of this power, the validity of the proceedings shall not be questioned by any person. The Purchaser or (in circumstances where it is to be paid by the Company on his behalf) the Company may pay the purchase money by posting a cheque (which shall be at the risk of the Transferor) to the Transferor at his address as shown in the register of members.

- 6.11 The Transferor may at any time within three months of the expiry of the time limit set out in article 6.9 sell such of the Transfer Shares as have not been (otherwise than by reason of default on the part of the Transferor) transferred pursuant to article 6.9 to any person for an amount in respect of each not less than the Price. Before approving any transfer, (as to which article 7 shall apply) the directors may require the Transferor and the transferee respectively to make declarations pursuant to the Statutory Declarations Act 1835 that the consideration paid by the transferee in respect of each of the shares in question is not less than the Price and is not subject to any deduction or rebate. If the Transferor cannot find a buyer at the Price, he may give a new Transfer Notice.

7. CHANGES OF CONTROL

- 7.1 Notwithstanding the provisions of Article 6 no sale or transfer of the legal or beneficial interest in any Equity Shares ("the Relevant Transaction") (other than one made pursuant to Article 5) may be made or validly registered if as a result of such sale or transfer a Relevant Interest is obtained by a person (or persons acting in concert) where such person(s) did not have a Relevant Interest immediately prior to the Relevant Transaction, unless the Proposing Transferor shall have procured a written offer complying with the provisions of Article 7.3 to have been made by the proposed transferee (or any person or persons acting in concert with it) to the holders of all the other issued Equity Shares in the Company to acquire their entire holding of Equity Shares.
- 7.2 For the purpose of this Article 7:
- 7.2.1 the expression "a Relevant Interest" shall mean an interest in 50 per cent of the Equity Shares in issue for the time being.

- 7.2.2 the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and
- 7.2.3 the expression "acting in concert" shall bear the meaning ascribed to it in the City Code on Take-overs and Mergers (as amended from time to time).
- 7.3 The offer referred to in Article 7.1 above shall be on terms that:
 - 7.3.1 it will be open for acceptance in England for a period of at least 28 days following the making of the offer;
 - 7.3.2 each Member to whom it is made shall be entitled to receive for each of the Shares held by him not less than the consideration paid or payable by the proposed purchaser in the Relevant Transaction or any related or previous transaction by the same purchaser or any person acting in concert with the proposed purchaser, which shall be deemed to include any consideration (in cash or otherwise) paid or payable by such purchaser or person acting in concert which, having regard to the substance of the transaction as a whole, is reasonably regarded by the Directors as an addition to the price so paid or payable;
 - 7.3.3 the purchase of any shares in respect of which such offer is accepted shall be completed at the same time as the Relevant Transaction.

8. REGISTRATION OF TRANSFERS

Regulation 24 of Table A shall not apply. The directors shall refuse to register any transfer unless it is made in accordance with these articles and shall refuse to register a transfer unless:

- 8.1 It is in favour of a person who is not, or persons none of whom is, a minor;
- 8.2 It is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer;

8.3 It is in respect of only one class of shares; and

8.4 It is in favour of not more than four transferees;

But, subject thereto, shall be obliged to register any transfer made in accordance with these articles. Provided that no share shall be transferred to any infant or bankrupt or to any person of unsound mind.

9. COME ALONG

9.1 If one or more members of the Company holding between them not less than 80 per cent of the shares for the time being in issue ("the Vendors") propose to sell the legal or beneficial interest in their entire holdings of Equity Shares to a person with whom none of them is connected, as defined in Section 228 Income and Corporation Taxes Act 1988, and the Vendors procure that an offer is made by the proposed transferee (or any person or persons acting in concert with it) ("the Offeror") to the holders of all other issued shares in the Company (other than the Offeror) to acquire their entire holdings of shares and that offer ("the Come Along Offer") complies with the requirements of Article 9.2, the Vendors shall have the right ("the Come Along Right") to require all of the other holders of shares ("the Called Shareholders") to accept the Come Along Offer in full by serving notice to that effect ("the Come Along Notice") on the Called Shareholders at the same time as, or within 7 days following, the making of the Come Along Offer.

9.2 The offer referred to in Article 9.1 above shall be on terms that:

9.2.1 it will be open for acceptance in England for a period of at least 14 days following the making of the Come Along Offer;

9.2.2 each Member to whom it is made shall be entitled to receive for each of the shares held by him not less than the consideration paid or payable by the Vendors or any related or previous transaction by the same purchaser or any person acting in concert with the proposed purchaser, which shall be deemed to include any consideration (in cash or otherwise) paid or payable by such purchaser or person acting in concert which, having regard to the substance of the transaction as a whole, is reasonably regarded by the directors as an addition to the price so paid or payable;

9.2.3 the purchase of any shares in respect of which the Come Along Offer is accepted shall be completed at the same time as the sale by the Vendors.

9.3 A Come Along Notice once given shall be irrevocable but the Vendors may elect that the Come Along Offer lapses (and the obligations thereunder shall lapse) in the event that for any reason the Vendors do not transfer their entire holdings of shares to the Offeror or the Offeror's nominee not later than the date specified as the date for completion of the sale and purchase of shares pursuant to acceptances of the Come Along Offer.

9.4 Each of the Called Shareholders shall be bound to accept the Come Along Offer made to him in respect of his entire holding of Equity Shares and to transfer such shares in accordance with the provisions of the Come Along Offer.

9.5 If any Called Shareholder fails to accept the Come Along Offer or, having accepted such offer, fails to complete the sale of any of its shares pursuant to the Come Along Offer or otherwise fails to take any action required of it under the terms of the Come Along Offer, the Directors (or any of them) may authorise any person to accept the Come Along Offer on behalf of the Called Shareholder in question and undertake on his behalf any other action required under the terms of the Come Along Offer. In particular (but without limitation) the Directors may authorise any person to execute on behalf of and as attorney for the Called Shareholders any necessary instruments of transfer and shall register the Offeror as the holder of the Called Shares. The Offeror and the Company shall thereafter hold the purchase money on trust for the Called Shareholders. After the name of the Offeror has been entered in the Register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

10. GENERAL MEETINGS

10.1 Notices of and other communications relating to any general meeting which a member is entitled to receive shall be sent to the directors and to the auditors.

10.2 Regulation 41 of Table A shall not apply. If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting 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 the directors may

determine; and, if a quorum is not present within half an hour from the time appointed for, any general meeting so adjourned, one person entitled to vote on the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.

- 10.3 In regulation 46 of Table A, the words "one member having the right to vote thereat" shall be substituted for the words "at least two members".
- 10.4 In the case of a body corporate, the signature of a director or the secretary and, in the case of joint holders of a share, the signature of any one of such joint holders shall be sufficient for the purpose of passing resolutions in writing pursuant to regulation 53 of Table A or section 113 of the Companies Act 1989 or otherwise.
- 10.5 In the case of a body corporate, a director or the secretary shall be deemed to be a duly authorised representative for the purposes of regulation 54 of Table A.

11. PROXIES

- 11.1 An instrument appointing a proxy may, in the case of a body corporate, be signed on its behalf by a director or the secretary or by its duly appointed attorney or duly authorised representative.
- 11.2 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting.

12. DIRECTORS AND ALTERNATE DIRECTORS

- 12.1 A director shall not be required to hold any shares in the capital of the Company. A director who is not a shareholder in the Company shall nevertheless be entitled to attend and speak at any general meeting.
- 12.2 Regulations 65 to 69 (inclusive) of Table A shall not apply. The following provisions of this article 12.2 shall apply in relation to alternate directors:
 - 12.2.1 Any director other than an alternate director may appoint any other director or any other person approved by resolution of the directors and willing to act to be an alternate director and may remove from office an alternate director so appointed by him. 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 directors otherwise agree, take effect only upon receipt of such written appointment or removal at the registered office.

- 12.2.2 An alternate director shall not be entitled merely by virtue of being an alternate director to receive any remuneration from the Company except that he may be paid by the Company 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.
- 12.2.3 An alternate director shall, subject to his giving to the Company an address within the United Kingdom at which notices may be served upon him, be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence and to receive notice of all general meetings.
- 12.2.4 An alternate director shall cease to be an alternate director if his appointor ceases to be a director. 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.
- 12.2.5 A director or any such other person as is mentioned in article 12.2.1 may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director he represents in addition to his own vote, if he is a director, as a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 12.2.6 Except as otherwise provided in these articles, an alternate director shall be deemed for all purposes to be a director and shall alone be responsible for his own acts and defaults, and he shall not be deemed to be the agent of the director appointing him.

13. APPOINTMENT AND RETIREMENT OF DIRECTORS

13.1 No person shall be appointed a director at any general meeting unless either:

13.1.1 He is recommended by the directors; or

13.1.2 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 his intention to propose that person or appointment together with notice executed by that person of his willingness to be appointed.

13.2 Subject to article 13.1, the Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with these articles as the maximum number of directors.

13.3 Regulations 73 to 78 inclusive and regulation 80 of Table A shall not apply, and the directors shall not be required to retire by rotation. Accordingly, the final two sentences of regulation 79 of Table A and the final sentence of regulation 84 of Table A shall not apply to the Company.

13.4 The words "in writing" shall be inserted after the words "by notice" in regulation 81(d) of Table A.

13.5 Any person may be appointed or elected a director, whatever his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

14. REMUNERATION OF DIRECTORS

14.1 In addition and without prejudice to regulation 82 of Table A, any director who serves on any committee or who devotes special attention to the business of the Company or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director may be paid such remuneration by way of lump sum, salary, participation in profits or otherwise as the directors may determine.

- 14.2 Without prejudice to any other provision of these articles, the directors (notwithstanding that all or some of them may be personally interested) may exercise all the powers (express or implied) of the Company relating to the establishment, maintenance, modification, discontinuance and/or winding-up of pension, life assurance, superannuation and/or health and disability funds, plans and schemes and of employees' share schemes and other share schemes.

15. PROCEEDINGS OF DIRECTORS

- 15.1 Regulation 64 of Table A shall not apply. The number of directors (other than alternate directors) shall not be subject to any maximum, and the minimum number of directors shall be one.
- 15.2 If and so long as the minimum number of directors appointed under these articles is one and there is only one director, that sole director may exercise all the powers conferred on the directors by these articles and may do so either by written resolution under his hand or by resolution passed at a meeting for which the quorum shall be one. Regulations 88 to 90 of Table A shall not apply so long as there is only one director.
- 15.3 Save where article 15.2 applies, the quorum for the transaction of the business of the directors shall be two. A person who holds office only as an alternate shall, if his appointor is not present, be counted in the quorum. Regulation 89 of Table A shall not apply.
- 15.4 Regulation 88 of Table A shall be amended by substituting for the sentence:
- "It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom."
- The sentence:
- "Notice of every meeting of directors shall be given to each director or his alternate, including without limitation directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom".
- 15.5 Any director may participate in a meeting of directors or a committee of directors of which he is a member by means of a conference telephone or similar

communicating equipment whereby all persons participating in the meeting can hear one another and participation in a meeting in this manner shall be deemed to constitute presence by such a person at such meeting.

15.6 A telex, cable, telegram/or facsimile approval of a circulated proposal shall rank as a signed document by a director for the purpose of constituting a written resolution within regulation 93 of Table A, as shall an approval given by e-mail, subject to compliance with any requirements which the directors may from time to time lay down in order to be satisfied as to the authenticity of any communication given by e-mail.

15.7 Regulations 94 to 97 inclusive of Table A shall not apply. A director may vote at any meeting of directors or of any committee of directors of which he is a member notwithstanding that it in any way concerns or relates to a matter in which he has any interest, directly or indirectly and, if he votes on such a resolution, his vote shall be counted; and, in relation to any such resolution, he shall, whether or not he votes (and provided he declares his interest), be taken into account in calculating the quorum present at the meeting.

16. NOTICES

16.1 Any notice to be given by or to any person pursuant to these articles shall be in writing.

16.2 A notice may be given to the Company or to any officer of the Company by leaving it at or by sending it by post in a prepaid envelope to the registered office.

17. INDEMNITY

17.1 Subject to the Act and so far as may be permitted by law, but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be entitled to be indemnified out of the assets of the Company against any and all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including without limitation 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 in which relief is granted to him by the court from liability for negligence, default,

breach of duty or breach of trust in relation to the affairs of the Company. Regulation 118 of Table A shall not apply.

- 17.2 Without prejudice to article 17.1, the directors may effect and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees of the Company or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of the Company are or were at any time interested including without limitation insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution of their duties and/or in the actual or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such pension fund or employees' share scheme.