

Company number
4007855

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
WRITTEN RESOLUTIONS OF
INTELLIGENT PROCESSING SOLUTIONS LIMITED

The sole member of the company passes to the following resolutions:

1. That the regulations set out in the printed document marked "A" attached hereto be adopted as the articles of association of the company in substitution for all existing articles of association of the company;
2. That the authorised share capital of the company be increased by £100 to £200 by the creation of an additional 100 shares of £1 each ranking *pari passu* in all respects as one class of shares with the existing shares in the capital of the company.

Rt Spence

For Alnery Incorporations
No. 1 Limited
(sole member)

15/8/2000



THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

INTELLIGENT PROCESSING SOLUTIONS LIMITED

1. The Company's name is "Intelligent Processing Solutions Limited*".
 2. The Company's registered office is to be situated in England and Wales.
 3. The Company's objects are:
 - (1) to carry on business as a general commercial company;
 - (2) to carry on any trade or business whatsoever;
 - (3) to do all such things as are, in the opinion of the directors, incidental or conducive to the carrying on of any trade or business by it;
 - (4) to do all such things as the directors consider to be desirable or for the benefit of the Company;
 - (5) to borrow or raise money by any method and to obtain any form of credit or finance;
 - (6) to secure the payment of any moneys, the discharge of any liabilities and the observance or performance of any kind of obligations by the Company by any charge over the whole or any part of the undertaking or assets of the Company;
 - (7) to guarantee in any manner, or to enter into any indemnity or other arrangement in relation to, the discharge of any liabilities or the observance or performance of any kind of obligations of any person and to secure any such guarantee, indemnity or arrangement or the discharge of any liabilities or the performance of any such obligations by any charge over the whole or any part of the undertaking or assets of the Company;
 - (8) to give any financial assistance that may lawfully be given in connection with the acquisition of shares in the Company or any other company;
 - (9) to dispose of all or any part of the undertaking, assets and liabilities of the Company;
 - (10) to provide or arrange for pensions, lump sum payments, gratuities, life, health,
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accident and other insurances and other benefits (pecuniary or otherwise) of every kind to or for the benefit of any individuals who are or have been directors of, or employed by, or who provide or have provided services to or for, the Company or any body corporate which is or has been a subsidiary, holding company or fellow subsidiary of the Company or otherwise connected with the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary or connected company and to or for the benefit of the present or former spouses, children and other relatives and dependants of such individuals and others who have or formerly had with any such individuals any relationship of such a kind as the directors may approve; and for those purposes to establish or participate in any fund or scheme, to effect or contribute to any form of insurance and to enter into any other arrangements of any kind which the directors may approve;

- (11) to support and subscribe to any institution or association which may be for the benefit of the Company or its directors or employees or connected with any town or place where the Company carries on business, to support and subscribe to any charitable or public object whatsoever and to make donations to bodies, associations or causes with political objects;
- (12) to act as trustee, personal representative, director or agent of any kind and for any purpose;
- (13) to exercise any power of the Company for any consideration of any kind or for no consideration;

and it is declared that:

- (a) this clause shall be interpreted in the widest and most general manner and without regard to the *eiusdem generis* rule or any other restrictive principle of interpretation;
 - (b) each of the above subclauses shall, unless it expressly provides to the contrary, be deemed to set out a separate, distinct and independent object of the Company and not a power ancillary or incidental to the objects set out in any other subclause;
 - (c) subclauses (2) to (13) are without prejudice to the generality of the objects and powers conferred by subclause (1) and no subclause shall be in any way limited or restricted by reference to or inference from any other subclause;
 - (d) in this clause:
 - (i) "**assets**" includes property, rights and interests of every description, whether present or future, actual or contingent and wherever situate and, in the case of the Company, its uncalled capital;
 - (ii) "**charge**" includes any mortgage, pledge, lien or other form of security;
 - (iii) "**dispose of**", in relation to an asset, includes selling or transferring it or surrendering or extinguishing it, and also creating or granting it or any interest or right out of or in respect of it;
 - (iv) "**liabilities**" includes debts and obligations of every description, whether
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present or future, actual or contingent; and

- (v) "**person**" includes any partnership or other body of persons, whether corporate or unincorporate, and any country, territory, public authority and international organisation.

4. The liability of each member is limited.

5. The Company's share capital is £200** divided into 200 shares of £1 each.

* The Company's name was changed on 7th August, 2000 by a written resolution of the Company.

** The Company's share capital was increased to £200 by a written resolution of the Company passed on 15th August, 2000.

I, the subscriber to this memorandum of association, wish to form a company pursuant to this memorandum; and I agree to take the number of shares shown opposite my name.

Name and address of subscriber

**Number of shares
taken by
subscriber**

Alnery Incorporations No.1 Limited
9 Cheapside
London EC2V 6AD

1

D.W. Stewart
for and on behalf of
Alnery Incorporations
No.1 Limited

Total shares taken

—
1
—

Dated: 25th May, 2000.

Witness to the above signature:

C.A.J. Morris
9 Cheapside
London EC2V 6AD

CO:740176.1

Company number
4007855

THE COMPANIES ACT 1985

A PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

INTELLIGENT PROCESSING SOLUTIONS LIMITED

*(adopted by special resolution
passed on 15th August, 2000)*

PRELIMINARY

1. Except as otherwise provided in these articles, the regulations contained in Table A shall apply to the Company. For the purposes of these articles, Table A means 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.
 2. (1) In these articles, unless the contrary intention appears:
 - (a) the "Statutes" means the Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Act; and
 - (e) "A Directors" means those directors of the Company appointed under article 14(1);
 - (f) "B Directors" means those directors of the Company appointed under article 14(2);
 - (g) "C Directors" means those directors of the Company appointed under article 14(3);
 - (h) words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.
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- (2) Headings to these articles are inserted for convenience only and shall not affect construction.

SHARE CAPITAL

3. (1) The authorised share capital of the Company at the date of adoption of these article is £200 divided into 200 ordinary shares of £1 each.
- (2) The directors are generally and unconditionally authorised, in accordance with section 80 of the Act, to exercise all the powers of the Company to allot relevant securities up to a maximum nominal amount of £199.
- (3) The authority contained in paragraph (2) shall expire on the day five years after the date of the adoption of these articles but the Company may, before the authority expires, make an offer or agreement which would or might require relevant securities to be allotted after it expires.
- (4) Unless otherwise determined by special resolution:
- (a) before allotting any equity securities (as defined in section 94 of the Act) the directors shall offer them for subscription to every person who at the date of the offer is a holder of shares;
 - (b) the offer referred to in sub-paragraph (a) (the "Offer") shall be made by notice in writing stating the number or amount of equity securities being offered, the price at which the equity securities are offered (the "Offer Price") and any other terms of the Offer;
 - (c) the Offer shall remain open for the period (being not less than 21 days) specified in the notice and, if not accepted within that period, the Offer will be deemed to be declined by the holder concerned;
 - (d) the directors shall allot the equity securities (in the case of competition) to those holders who apply for them in proportion (as far as practicable) to the number of shares then held by them respectively, but so that an applicant shall not be allotted more shares than the number for which he has applied; and
 - (e) any equity security not taken up under the Offer may (at any time up to three months after the expiry of the Offer) be allotted by the directors at such price (being not less than the Offer Price), on such terms (being no less favourable to the Company than the terms of the Offer), in such manner and to such persons as the directors think fit.
- (5) Section 89(1) of the Act (which regulates the power to allot equity securities, as defined in section 94 of the Act) is excluded.

TRANSFER OF SHARES

4. (1) Except as provided in article 5 neither a member nor a person entitled to shares in the Company by transmission shall be entitled to dispose of, assign, pledge, grant any security interest over or hold as trust for any party any interest in any of his shares.
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- (2) If a member or a person entitled to a share by transmission at any time attempts to deal with or dispose of any interest in a share otherwise than in accordance with this article or article 5, he shall be deemed immediately before the attempt to have served the Company with a Transfer Notice in respect of the share. The Transfer Notice shall be deemed to have been received by the Company on the date on which the directors receive actual notice of the attempt. The Fair Price shall be ascertained under article 7 as at the date on which the Transfer Notice is deemed to have been received by the Company and by reference to the information available at that date. The directors shall give notice under article 6 (3) as soon as the Fair Price is ascertained.
- (3) The restrictions on transfer contained in this article shall apply to all transfers and transmissions operating by law or otherwise.
5. (1) Shares in the Company may be transferred by a corporate member to another member of its Wholly-owned Group which in the reasonable opinion of the other members is, in all material respects, of a satisfactory status.
- (2) If a corporate member holding shares transferred to it under paragraph (1) ceases to be a member of the same Wholly-owned Group as the corporate member who originally held those shares, the corporate member then holding those shares shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of those shares and, if the corporate member fails to give a Transfer Notice, it shall be deemed immediately following such event to have served the Company with a Transfer Notice in respect of those shares.
- (3) If there is a change in the controller (or, if more than one, any of them) of a corporate member, then (unless the change of controller arises from a transfer which is permitted under paragraph (1) or is as a result of a public takeover or the member remains within the same Wholly-owned Group) that member shall without delay notify the Company that such event has occurred and shall give a Transfer Notice in respect of the shares registered in its name and, if that member fails to give a Transfer Notice, it shall be deemed immediately following such event to have served the Company with a Transfer Notice in respect of those shares. For the purposes of this paragraph a person is the controller of a corporate member if he has the power or ability to direct the management or the policies of the corporate member, whether through the ownership of voting capital, by contract or otherwise.
- (4) If a Transfer Notice is given or is deemed to have been served on the Company under paragraph (2) or (3), the provisions of article 6 shall apply to the shares. The Transfer Notice (if not actually given) shall be deemed to have been received by the Company on the date on which the directors receive actual notice of the relevant event. The Fair Price shall be ascertained under article 7 as at the date on which the Transfer Notice is either actually given or deemed to have been received by the Company and by reference to the information available at that date. The directors shall give notice under article 6(3) as soon as the Specified Price is ascertained.
- (5) For the purposes of this article "Wholly-owned Group" means a body corporate and any holding company of which it is a wholly-owned subsidiary and any other wholly-owned subsidiaries of that holding company (including any wholly-owned subsidiary of the body corporate).
6. (1) If this article applies, the relevant member shall be deemed to have first offered its shares for transfer to the other holders of shares in the Company. The offer shall be in respect of all of the shares held by the proposing transferor and shall be deemed to have been made
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by the proposing transferor giving notice to the Company in accordance with paragraph (2) (a "Transfer Notice").

- (2) The Transfer Notice shall specify the shares offered (the "Offered Shares") and the price at which they are offered which shall be the Fair Price. The Transfer Notice shall constitute the Company the agent of the proposing transferor for the sale of the Offered Shares to other holders of shares whether or not of the same class at the Fair Price. The Transfer Notice shall contain a provision that, unless all the Offered Shares are sold under this article, none shall be sold. The Transfer Notice may not be revoked without the consent of the directors.
 - (3) On receipt by the Company of the Transfer Notice the directors shall as soon as practicable give notice to all the holders of shares whether or not of the same class as the Offered Shares (other than the proposing transferor) of the particulars of the Offered Shares and the Specified Price. The notice shall invite each of the holders to notify the Company whilst the offer remains open whether he is willing to purchase any, and if so what maximum number, of the Offered Shares. The directors shall at the same time give a copy of the notice to the proposing transferor. The offer shall remain open for a period of 30 days from the date of the notice given by the directors under this paragraph unless a holder gives notice to the Company under paragraph (4) in which case the offer shall remain open for a period of 14 days from the date of the notice given by the directors under paragraph (4) or until the expiry of the 30 day period from the date of the notice given by the directors under this paragraph, whichever is the longer.
 - (4) On the expiry of the offer period referred to in paragraph (3) the directors shall allocate the Offered Shares to those holders who have notified the Company of their willingness to purchase them and (in the case of competition) the allocation shall be made so far as practicable in proportion to the number of shares whether or not of the same class held by them respectively but so that no holder shall be allocated more shares than the number of Offered Shares in respect of which he has notified his willingness to purchase. No allocation of the Offered Shares shall be made under this paragraph unless all the Offered Shares are allocated.
 - (5) On the allocation being made, the directors shall give notice of the allocation to the proposing transferor and to each holder who notified his willingness to purchase and, on the seventh day after notice of the allocation is given, the holders to whom the allocation has been made shall be bound to pay the purchase price for, and to accept a transfer of, the Offered Shares allocated to them respectively and the proposing transferor shall be bound, on payment of the purchase price, to transfer the Offered Shares to the respective purchasers.
 - (6) If after becoming bound to transfer any Offered Shares the proposing transferor fails to do so, the Company may receive the purchase price and the directors may appoint a person to execute an instrument of transfer of those Offered Shares in favour of the purchaser and shall cause the name of the purchaser to be entered in the register of members of the Company as the holder of those Offered Shares and the Company shall hold the purchase price in trust for the proposing transferor. The receipt of the Company shall be a good discharge to the purchaser and, after his name has been entered in the register of members of the Company under this provision, the validity of the proceedings shall not be questioned by any person.
 - (7) If, within a period of seven days after the expiry of the offer period referred to in paragraph (3), any of the Offered Shares are not allocated under paragraph (5), the proposing transferor may (subject to the provisions of article 8) at any time within a period of 90 days after the expiry of that further seven day period transfer the unallocated
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Offered Shares to any person and at any price (being not less than the Fair Price) provided that:

- (a) no transfer of any Offered Shares shall be made under this paragraph unless all the Offered Shares are transferred; and
 - (b) the directors may require to be satisfied that the unallocated Offered Shares are to be transferred under a *bona fide* sale for the consideration stated in the transfer without any deduction, rebate or allowance to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer (without prejudice, however, to the directors' absolute discretion to refuse to register any transfer of shares under article 8).
7. (1) For the purposes of articles 4, 5 and 6 "Fair Price" means the price which the auditors of the Company state in writing to be in their opinion the fair value of the shares on a sale as between a willing seller and a willing purchaser (taking no account of whether the shares do or do not carry, or result in the transferee obtaining control of, or an ability to block resolutions of, the Company) and, if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so.
- (2) In stating the Fair Price the auditors (whose charges shall be borne by the Company) shall act as experts and not as arbitrators and their decision shall be final and binding on the parties.
8. (1) Except in the case of a transfer of a share made in accordance with articles 5 or 6, the directors may, in their absolute discretion and without assigning any reason, refuse to register any proposed transfer of a share, whether or not it is a fully paid share.
- (2) The directors may also refuse to register a transfer of a share on which the Company has a lien.
- (3) A person executing an instrument of transfer of a share is deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company in respect of it.
- (4) The first sentence of regulation 24 of Table A shall not apply.

GENERAL MEETINGS

9. A poll may be demanded at any general meeting by the chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be amended accordingly.
10. The chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.
- 11.(1) A general meeting or a meeting of any class of members of the Company may consist of a conference between members some or all of whom are in different places provided that each member who participates is able:
- (a) to hear each of the other participating members addressing the meeting; and
 - (b) if he so wishes, to address all of the other participating members simultaneously,
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whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.

- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of members required to form a quorum.
- (3) A meeting held in this way is deemed to take place at the place where the largest group of participating members is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- (4) A resolution put to the vote of a meeting shall be decided by each member indicating to the chairman (in such manner as the chairman may direct) whether the member votes in favour of or against the resolution or abstains. Regulation 46 of Table A shall be amended accordingly.
- (5) References in this article to members shall include their duly appointed proxies and, in the case of corporate members, their duly authorised representatives.
- (6) Subject to the Statutes, no resolution shall be deemed to be carried unless all members vote in favour of the resolution.

SHAREHOLDERS' RESOLUTIONS

- 12. A resolution in writing signed or approved by letter, facsimile, telegram or telex by or on behalf of all the members of the Company who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of members of the Company shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held. The resolution may be contained in one document or in several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or more of the members. This article is in addition to, and not limited by, the provisions in sections 381A, 381B and 381C of the Act. Regulation 53 of Table A shall not apply.

VOTES OF MEMBERS

- 13.(1) A proxy appointed by a member of the Company under section 372 of the Act may vote on a show of hands as well as on a poll, but no person present shall be entitled to more than one vote on a show of hands. Regulation 54 of Table A shall be amended accordingly.
 - (2) The instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the directors may approve) may be deposited at the place where the meeting or adjourned meeting is to be held at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. This provision is in addition and without prejudice to the provisions of paragraphs (a), (b) and (c) of regulation 62 of Table A and the last provision of regulation 62 shall be amended accordingly.
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DIRECTORS

- 14.(1) Lloyds TSB Bank plc may appoint two persons as A Directors and remove from office any such A Director and appoint another in his place.
- (2) Barclays Investment Growth (Isle Of Man) Limited may appoint two persons as B Directors and remove from office any such B Director and appoint another in his place.
- (3) Unisys Limited may appoint two persons as C Directors and remove from office any such C Director and appoint another in his place.
- (4) Every appointment or removal under articles 14(1), 14(2) or 14(3) shall be made in writing signed by or on behalf of the relevant shareholder and shall take effect on and from the date on which the note of appointment or removal is lodged at the registered office of the Company or produced at a meeting of the directors.
- (5) The directors shall not be subject to retirement by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply.
- (6) No director shall vacate his office or be ineligible for re-appointment as a director, nor shall any person be ineligible for appointment as a director, by reason only of his having attained a particular age.
- (7) No special notice is required of any resolution appointing or approving the appointment of such a director nor is any notice required to state the age of the person to whom the resolution relates.

ALTERNATE DIRECTORS

- 15.(1) In addition to the persons mentioned in regulation 65 of Table A, any director may appoint any person approved by a majority of the other directors to act as an alternate director.
- (2) An alternate director shall be entitled to receive notice of all meetings of directors, to attend and to vote at any such meeting at which the director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a director and for the purposes of the proceedings at that meeting the provisions of these articles shall apply as if he was a director. Regulation 66 of Table A shall not apply.
- (3) Every person acting as an alternate director shall have one vote for each director for whom he acts as alternate, in addition to his own vote if he is also a director, but he shall count as only one for the purpose of determining whether a quorum is present. The last sentence of each of regulations 88 and 89 of Table A shall not apply.
- (4) Any person appointed as an alternate director shall vacate his office as an alternate director if the director by whom he has been appointed ceases to be a director or removes him or on the happening of any event which, if he is or were a director, causes or would cause him to vacate that office. Regulation 67 of Table A shall not apply.
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- (5) An alternate director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply.

POWERS OF DIRECTORS

- 16.(1) The powers of the directors mentioned in regulation 87 of Table A shall be exercisable as if the word "executive" (which appears before the word "office") were deleted.
- (2) Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

PROCEEDINGS OF DIRECTORS

17. All questions arising at a meeting of the directors shall be decided only by the unanimous vote of all directors present. Regulation 88 of Table A shall be amended accordingly.
18. Provided that he has disclosed to the directors the nature and extent of any material interest of his, a director may vote as a director on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty arising out of their employment and, if he votes, his vote shall be counted and he shall be counted in the quorum when that resolution or matter is under consideration. Regulations 94 to 96 (inclusive) of Table A shall not apply.
19. Notices of meetings of the directors shall be given to all directors and to any alternate directors appointed by them. Regulation 88 of Table A shall be amended accordingly.
- 20.(1) The quorum for a meeting of the directors shall be one A Director, one B Director and one C Director. The first sentence of regulation 89 of Table A shall not apply.
- (2) In the case of an equality of votes at any meeting of the directors, the chairman of the meeting shall not have a second or casting vote. Regulation 88 of Table A shall be amended accordingly.
21. Regulation 93 of Table A (written resolutions of directors) shall apply as if the word "signed" included "approved by letter, facsimile, telegram or telex".
- 22.(1) A meeting of the directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:
- (a) to hear each of the other participating directors addressing the meeting; and
 - (b) if he so wishes, to address all of the other participating directors simultaneously,
- whether directly, by conference telephone or by any other form of communications equipment (whether in use when these articles are adopted or not) or by a combination of those methods.
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- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of directors required to form a quorum, subject to the provisions of article 17.
 - (3) A meeting held in this way is deemed to take place at the place where the largest group of participating directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.

EXECUTIVE DIRECTORS

- 23.(1) The directors may appoint one or more of their number to any executive office in the Company, (including, but without limitation, that of chairman, deputy chairman, chief executive, managing director or joint managing director) for such period and on such terms as they think fit, and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any agreement between the director and the Company.
- (2) The remuneration of any director appointed to any executive office shall be fixed by the directors and may be by way of salary, commission, participation in profits and either in addition to or inclusive of his remuneration as a director.
- (3) Regulation 84 of Table A shall not apply.

SEAL

- 24.(1) The Company may exercise the powers conferred by the Statutes with regard to having official seals and those powers shall be vested in the directors.
 - (2) The directors shall provide for the safe custody of every seal which the Company may have.
 - (3) A seal shall be used only by the authority of the directors or a duly authorised committee but that authority may consist of an instruction or approval given by letter, facsimile, telegram, telex or telephone by a majority of the directors or of the members of a duly authorised committee.
 - (4) The directors may determine who shall sign any instrument to which a seal is applied, either generally or in relation to a particular instrument or type of instrument, and may also determine, either generally or in any particular case, that such signatures shall be dispensed with or affixed by some mechanical means.
 - (5) Unless otherwise decided by the directors:
 - (a) certificates for shares, debentures or other securities of the Company to which a seal is applied need not be signed; and
 - (b) every other instrument to which a seal is applied shall be signed by at least one director and the secretary or by at least two directors.
 - (6) Certificates for shares, debentures or other securities of the Company need not be sealed with the seal but may be signed on behalf of the Company by at least one director and the secretary or by at least two directors or by such other person or persons as may be
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authorised by the directors for that purpose. Regulation 6 of Table A shall be amended accordingly. Regulation 101 of Table A shall not apply.

NOTICES

25.(1) The Company may give any notice to a member either personally or by sending it by prepaid first class post or telex or facsimile transmission to the member at his registered address or by leaving it at that address. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.

(2) Regulation 112 of Table A shall not apply and regulation 116 shall apply as if the words "within the United Kingdom" did not appear.

26.(1) Proof that:

- (a) an envelope containing a notice was properly addressed, prepaid and posted (by airmail or first class post, where available); or
- (b) a telex or facsimile transmission setting out the terms of a notice was properly addressed and despatched

shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiry of 24 hours after the envelope containing it was posted [or, in the case of telex or facsimile transmission, when despatched.

(2) Regulation 115 of Table A shall not apply.

INDEMNITY

27.(1) Subject to the provisions of and to the extent permitted by the Statutes, every director or other officer (excluding an auditor) of the Company shall be indemnified out of the assets of the Company against any liability incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office, but:

- (a) this indemnity shall not apply to any liability to the extent that it is recovered from any other person; and
- (b) the indemnity is subject to such officer taking all reasonable steps to effect such recovery, so that the indemnity shall not apply to the extent that an alternative right of recovery is capable of being enforced.

(2) Regulation 118 of Table A shall not apply.
