

Company Number: 4467199

**THE COMPANIES ACT 1985 to 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTION OF**

**THE EMPIRE MOTION COMPANY LIMITED**

**PURSUANT TO S.381A OF THE COMPANIES ACT 1985**

X Dated: 11 August 2004

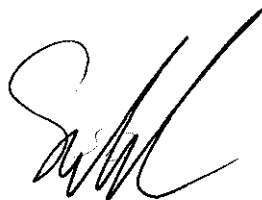
**WRITTEN RESOLUTION**

We, the undersigned, being the sole member of the Company who, at the date of this Resolution would be entitled to attend and vote at General Meetings of the Company HEREBY PASSES the following Resolution as a Special Resolution and agree that the said Resolution shall, for all purposes be as valid and effective as if the same had been passed by us at a General Meeting of the Company duly convened and held:-

**SPECIAL RESOLUTION**

THAT: the Company adopt new Articles of Association in the form attached hereto (and signed by the sole member for the purposes of identification) with immediate effect in substitution for the existing Articles of Association of the Company.

Signed by:  
Stephen Burdge



For and on behalf of:-  
The Empire Holding Company Ltd



A58  
COMPANIES HOUSE

0721  
17/08/04

DATED 11 August 2004

x  x

---

**ARTICLES OF ASSOCIATION**

of -

**THE EMPIRE MOTION COMPANY LIMITED**

---

**HARBOTTLE and LEWIS**

Hanover House  
14 Hanover Square  
London W1S 1HP

Ref: 16/303991/1  
Date: 24/03/04

THE COMPANIES ACT 1985

---

COMPANY LIMITED BY SHARES

---

Articles of Association

OF

THE EMPIRE MOTION COMPANY LIMITED

---

**PRELIMINARY**

1. The regulations contained in Table A in the Companies (Tables A-F) Regulations 1985 as amended (hereinafter called "**Table A**") shall apply to the above-named Company (hereinafter called "the Company") so far as the same are not excluded varied or modified by these Articles to the exclusion of any other regulations.
2. Regulations 24, 35, 40, 41, 45, 49, 53, 65, 66, 67, 68, 69, 73, 74, 75, 76, 77, 78, 79, 80, 82, 83, 85, 87, 94, 95, 96, 98, 101 and 118, contained in Table A shall not apply to the Company. Any reference in these Articles to "the Act" shall mean The Companies Act 1985 as amended or extended by any other enactment.

**SHARE CAPITAL AND VARIATION OF RIGHTS**

- 3.1 The Share Capital of the Company on the date of adoption of these Articles is £1000 divided into 600 Ordinary Shares of £1 each and 400 'A' Ordinary Shares of £1 each, having the respective rights conferred by these Articles.
- 3.2 Dividends shall be declared separately for each class of share. The declaration of the dividend on one class of share shall not entitle the holders of any other class of share to any right to any declaration of a dividend thereon. The declaration of a dividend on one class of share shall not confer an equal pro rata payment of dividends to any other class of share to which a dividend has been declared (if any).
- 3.3 All the 'Ordinary' Shares and 'A' Ordinary shares for the time being in issue shall constitute separate classes of shares respectively for the purposes of these Articles and the Act, but, except as otherwise provided by these Articles, the 'Ordinary' shares and the 'A' Ordinary Shares shall rank pari passu in all respects.
4. Subject to any direction to the contrary that may be given by the Company by ordinary resolution any new shares from time to time to be created which are to be issued at any time after the date of adoption of these Articles shall before they are issued be designated 'Ordinary' Shares and 'A' Ordinary Shares in the same proportion as that of the then existing issued 'Ordinary' shares and 'A' Ordinary Shares and shall be offered to the holders of the existing 'Ordinary'

shares and 'A' Ordinary shares respectively in proportion as nearly as may be to their existing holdings. Such offer shall be made by notice in writing specifying the number of shares offered and limiting a period (not less than 14 days) within which the offer if not accepted shall be deemed to be declined and after the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered the directors may dispose of the same to other members in such proportions as may be resolved by ordinary resolution or if the shareholders cannot so resolve the directors may dispose of the same in such manner as they think fit.

5. Subject to the provisions of the Act:-

- (a) any shares may be issued on 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 before the issue of the shares may by special resolution determine and Regulation 3 of Table A shall be modified accordingly;
- (b) the Company may purchase its own shares; and
- (c) payment for any such purchase or redemption may (without limiting the generality of this Article) be made otherwise than out of the distributable profits of the Company or the proceeds of a fresh issue of shares.

6. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be deemed to be deleted and the following words shall be deemed to be inserted before the words "The Directors may" namely:- "The Company shall also have a first and paramount lien on all shares standing registered in the name of a single person for all monies presently payable by him or his estate to the Company;".

7. In regulation 33 of Table A the words "any person (including, subject to the provisions of the Act, the company)" in the third line shall be deemed to be deleted and the words "any member of the company" inserted in their place.

### **TRANSFER OF SHARES**

- 8. (a) The Directors may refuse to register the transfer of any share on which the Company has a lien or in the circumstances referred to in subparagraphs (a) (b) and (c) of regulation 24 of Table A and except where a transfer is effected pursuant to the provisions of this Article 8 or Articles 9 or 10 the Directors may in their absolute discretion and without assigning any reason therefore decline to register any transfer of any share whether or not it is a fully paid share. The Directors shall not register any transfer without a resolution of the Board to do so having been passed.
- (b) Subject to the provisions of Article 8(a) any shares may at any time be transferred by Empire Holding or its Permitted Transferee or any subsequent Permitted Transferee to the holding company of Empire Holdings at the date hereof (if any) any of the shareholders at the date hereof of such holding company or Empire Holding or to any company which is ultimately wholly owned or controlled by shareholders of such holding company or Empire Holding at the date hereof ("Associated Person") provided that the Associated Person gives an undertaking to the

Company that in the event of it ceasing to be an Associated Person it will, before so ceasing, give notice of such event to the Company and transfer any shares held in its name to an Associated Person within 30 days of such cessation. For the purpose of this Article 8 "Permitted Transferee" means a person, firm or unincorporated association to whom or which shares have been transferred pursuant to a Permitted Transfer. "Permitted Transfer" means a transfer of shares authorised by Article 8(b). "holding company" shall have the meaning assigned to that term by Section 736 and 736A of the Companies Act 1985 (as amended) whether or not such company is registered or incorporated in Great Britain.

(c) In the following provisions of this Article:-

**"the Base Value"** shall mean an amount representing the same proportion of the value of the entire issued share capital of the Company as the nominal value of the Shares bears to the nominal value of the issued share capital of the Company.

**"Transfer Notice"** shall mean notice in writing given to the Company by a person proposing to transfer shares that he desires to transfer shares specifying the numbers and intended transferee of such shares and the sum he claims to be the fair value of the shares so specified;

**"Proposing Transferor"** shall mean in relation to any proposed transfer of shares the person who gives or is deemed to give a Transfer Notice;

**"the Shares"** shall mean the shares specified in a Transfer Notice;

**"the Prescribed Period"** shall mean a period of three months from the date on which a Transfer Notice is given or deemed to be given;

**"the Prescribed Price"** shall where applicable mean the sum per share specified in a Transfer Notice as the sum which the Proposing Transferor claims to be the fair market value of the Shares unless the purchaser when agreeing to purchase the Shares or a majority in nominal value of the holders of other shares in the Company (**"the proposing purchasers"**) within 28 days of the date on which the Transfer Notice is given or deemed to be given notify the Company that he or they do not accept such sum as the fair market value of the Shares and where the proposing purchaser(s) notify non-acceptance of the price as aforesaid shall mean as regards those of the Shares the fair market value of which is not accepted and the purchase of which is not otherwise agreed the fair market value of the Shares to be determined and certified by the accountants of the Company (**"the Accountants"**) and such fees shall be paid by the Company. The Accountants shall, in so determining and certifying, act as experts and not as arbitrators, and, when determining the market value, may take into account the size of each members' shareholding in relation to the entire issued share capital of the Company and so may determine that the Shares be offered at a discount or a premium on the Base Value as appropriate. The decision of the Accountants shall be final and the Company shall notify the Proposing Transferor and the other shareholders in writing upon such determination.

- (d) Before selling transferring or disposing of any shares the person proposing to transfer such shares shall give a Transfer Notice which shall constitute the Company his agent for the sale of the Shares at the Prescribed Price to any member or to the Company. A Transfer Notice once given or deemed to have been given shall not be revocable except with the consent of all of the Directors in writing unless the Prescribed Price has been determined by the Accountants in which case the Proposing Transferor shall (other than in relation to a Transfer Notice deemed served pursuant to Article 8(i)) be entitled to revoke such Transfer Notice within 7 days of notification of the determination of the Prescribed Price.
- (e) Subject to Article 8(i) whenever a Transfer Notice is given, the Company shall offer the Shares (such offer to be accepted within such period being not less than one month as the Directors shall think fit) in the first place to all the holders other than the Proposing Transferor of shares in the capital of the Company pro rata as nearly as may be to the number of shares in the capital of the Company registered in the names of such holders. If the Company shall not find prospective purchasers for all the Shares from the shareholders then the Company shall in the second place offer the number of shares for which it has not found prospective purchasers to the holders of shares who have accepted the offer to purchase some shares the subject of the Transfer Notice pro rata as nearly as may be to the number of shares registered in the name of such holders. The offer shall specify the total number of shares to be sold and shall invite each such holder to notify the Directors of the maximum number of shares which he would wish to purchase if available.
- (f) If the Company does not find, or the Directors consider it has no reasonable prospect of finding, prospective purchasers of all the Shares then the Directors may if they think fit and subject to the provisions of the Act cause the Company to purchase some or all of the Shares at the Prescribed Price.
- (g) (i) If the Company shall within the Prescribed Period find prospective purchasers for all (but not some only) of the Shares or resolve to purchase itself all of the remaining shares if it has not found prospective purchasers to purchase all of the Shares, it shall so notify the Proposing Transferor in writing and he shall be bound upon payment of the Prescribed Price to transfer the Shares to the purchaser or purchasers thereof. Any such notice to a Proposing Transferor shall specify the name and address of each purchaser and the number of shares to be purchased by him and the purchase shall be completed at a time and place to be appointed by the Directors being not less than seven days nor more than twenty-eight days after the certification of the Prescribed Price by the Accountants if required or after the giving of such notice to the Proposing Transferor if no certification is required.
- (ii) If in any case the Proposing Transferor after having become bound to transfer any shares to a purchaser shall make default in transferring such shares the Directors may authorise any one Director or the Secretary of the Company to execute on behalf of and as attorney for the Proposing Transferor any necessary

transfers or other documents. Such Director or Secretary shall then be deemed to be the agent and attorney of such Proposing Transferor for such purpose and the Company may receive the purchase money from the purchaser and shall upon production of the share transfer and any other necessary documents cause the name of the purchaser to be entered in the register of members as the holder of the shares and shall hold the purchase money in trust in a deposit account for the Proposing Transferor and the Company shall pay the purchase money to the Proposing Transferor within three Business Days of receipt of the share transfer and any other necessary documents together with interest earned on such purchase money in the deposit account. The receipt of the Company for the purchase money shall be a good discharge to the purchaser who shall not be bound to see the application thereof and after the name of the purchaser has been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- (h) If the Company shall not within the Prescribed Period either find purchasers willing to purchase all of the Shares or resolve to purchase all of the Shares for which it has not found purchasers or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding purchasers of the Shares or any of them, the Proposing Transferor at any time within one month after the date on which such notice is given shall be at liberty (subject only to the provisions of paragraph (a)) to transfer the Shares to the transferee named in his Transfer Notice on a bona fide sale at any price not being less than the Prescribed Price; Provided that the Directors may require to be satisfied in such a manner as they may specify and supported by such reasonable evidence including statutory declarations from the Proposing Transferor and transferee as they shall request that the Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction rebate or allowance whatsoever to the transferee.
- (i) In the event that any employee (other than Mr Stephen Burdge) ("the Employee") shall cease to provide his/her employment to the Company either as a result of the termination by the Company for cause by the Employee being in breach of the terms of his/her employment or the Employee voluntarily resigning or the employment of the Employee terminates for any other reason whatsoever then in such circumstances such Employee shall be bound to serve a Transfer Notice of all the shares in the Company then registered in the name of such Employee within seven days of such termination or cessation and the provisions of Articles 8(d) to (g) shall apply mutatis mutandis save that the Employee (as the Proposing Transferor) shall not be entitled to revoke the Transfer Notice pursuant to Article 8 (d).
- (j) A person entitled to a share in the capital of the Company in consequence of the bankruptcy or liquidation of a member shall be bound at any time if and when called upon by the Directors so to do to give a Transfer Notice of all the shares then registered in the name of the member who is bankrupt or in liquidation.

- (k) A person entitled to a share in the capital of the Company in consequence of the death of a member or the personal representatives of a deceased member as the case may be must before the expiration of two months from the date of such death give a Transfer Notice in respect of all the shares registered in the name of the deceased member at the date of his death. The proceeds of sale shall be paid to the legal personal representatives of the deceased member or to the deceased member's beneficiaries as directed by the deceased member's legal personal representatives subject to evidence being furnished by the personal representatives to the satisfaction of the Directors of the entitlement of the deceased member's beneficiaries.
- (l) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or any person whom they have reasonable grounds for believing to have information concerning dealings with or interests in shares of the Company to furnish to the Company such information and evidence as the Directors may in their reasonable opinion think fit regarding any matter which they may deem relevant to such purpose and may further require such information and evidence to be in the form of a statutory declaration (in the case of a corporation, to be given by a director of that corporation). Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the shares concerned.
- (m) In any case where under the provisions of this Article the Directors have made a request for a Transfer Notice to be given within a specified period of not less than one month or a member is required to give a Transfer Notice within a prescribed period and has failed to do so such Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of this Article shall take effect accordingly.
- (n) An obligation to transfer a share pursuant to Article 8 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in the share free from all liens, mortgages, charges encumbrances and other third party rights of whatever nature.

#### **TAG-ALONG**

- 9.1 Subject to Article 8(b) but otherwise notwithstanding any other provisions of these Articles if at any time one or more Shareholders ("the **Proposed Sellers**") propose to sell, in one transactions or a series of related transactions, such number of shares as entitle the holders to cast more than 50% of the votes which, on a poll, members are entitled to cast at any general meeting of the



Company (the "**Majority Holding**") to any person, other than to a Permitted Transferee, the Proposed Sellers may only sell the Majority Holding if they comply with the provisions of this Article.

- 9.2 The Proposed Sellers shall give written notice (the "**Proposed Sale Notice**") to the other holders of the equity share capital in the Company (the "**Other Shareholders**") of such intended sale at least ten business days prior to the date of it. The Proposed Sale Notice shall set out the identity of the proposed buyer (the "**Proposed Buyer**"), the proposed date of sale and the number of Shares proposed to be purchased by the Proposed Buyer, the proposed purchase price per Share (the "**Tag-along Sale Price**") and other terms and conditions of payment.
- 9.3 Any Other Shareholder shall be entitled, by written notice given (the "**Tag Along Notice**") given to the Proposed Sellers within five Business Days of receipt of the Proposed Sale Notice to require the Proposed Sellers to refrain from selling the Majority Holding unless the Proposed Sellers procure that the Proposed Buyer purchases all of his shares of such Other Shareholder (or if the Proposed Buyer only wishes to buy the number of shares specified in the Proposed Sale Notice) the Other Shareholder's pro rata portion of the maximum number of shares the Proposed Buyer is prepared to purchase for a consideration equal to the Tag-along Sale Price and otherwise on the same terms and conditions as those set out in the Proposed Sale Notice.
- 9.4 If any Other Shareholder fails to serve a Tag Along Notice within the time limit set out in Article 9.3 then he shall be deemed to have declined the Tag Along Rights referred to in Article 9.3.
- 9.5 If any Other Shareholder is not given the rights accorded him by the provisions of this Article or if the intended sale of the Majority Holding by the Proposed Sellers pursuant to this Article is not a bona fide sale on arm's length terms, the Proposed Sellers shall be required not to complete their sale and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect.

#### **DRAG-ALONG**

- 10.1 In these Articles a "**Qualifying Offer**" shall mean a bona fide arm's length offer in writing by or on behalf of any person (the "**Drag-along Offeror**") to the holders of the entire equity share capital in the Company to acquire all their equity share capital.
- 10.2 If the holders of more than 50% of the equity share capital then in issue (the "**Accepting Shareholders**") wish to accept the Qualifying Offer, then the provisions of this Article shall apply.
- 10.3 The Accepting Shareholders shall give written notice (the "**Drag Along Notice**") to the remaining holders of the equity share capital (the "**Remaining Shareholders**") of their wish to accept the Qualifying Offer and the price per Share payable by the Drag-along Offeror (the "**Offer Price**") and other terms and conditions offered by the Drag Along Offeror. The Remaining Shareholders shall be entitled to purchase all (but not some only) of the shares of the Accepting Shareholders at the Offer Price and other terms and conditions offered by the Drag Along Offeror Provided That:

- (a) The Remaining Shareholders give written notice to the Accepting Shareholders (the "**Counter Notice**") within five Business Days of the Drag Along Notice of their wish to purchase all of the Shares owned by the Accepting Shareholders; and
- (b) Such purchase is completed by the Remaining Shareholders in respect of all of the Shares owned by the Accepting Shareholders within ten Business Days of receipt of the Drag Along Notice.

If no such Counter Notice is received within the time specified above then the Remaining Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer their shares to the Drag-along Offeror (or his nominee) on the date specified by the Accepting Shareholders at the Offer Price and otherwise on the same terms and conditions as the Qualifying Offer.

- 10.4 If any Remaining Shareholder becomes bound to transfer shares pursuant to this Article, and makes a default in doing so, the provisions of Article 8(d) – 8(g) shall apply mutatis mutandis.
- 11. The instrument of transfer of any share shall be executed in such form and with such formalities as may from time to time be authorised or required by law.

### **REGISTERS**

- 12. The Directors shall cause the following registers to be kept at the Registered Office of the Company or at such other place as they may determine:-
  - (a) a Register of Members;
  - (b) a Register of applications and allotments;
  - (c) a Register of transfers of shares;
  - (d) a Register of the interests of the Directors in shares in or debentures of the Company or its associated companies;
  - (e) a Register of Charges and Debentures;
  - (f) copies of contracts of service of the Directors of the Company or (if such contracts are not in writing) written memoranda thereof.
- 13. The Directors shall cause such Registers and copies (or memoranda) as are kept under the provisions of the preceding Article to be completed and made available for inspection in accordance with the provisions of the Act.

### **GENERAL MEETINGS**

- 14. The Chairman of all General Meetings of the Company shall be Mr Stephen Burdge. No business shall be transacted at any General Meeting unless the requisite quorum be present. Such quorum shall consist of two members of which one at least shall be the Chairman.

If within half an hour from the time appointed for the holding of any such meeting a quorum is not present the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting then any holder of shares then in issue present in person or by proxy shall be a quorum.

15. The Chairman may with the consent of any meeting at which a quorum is present (and will if so directed by the meeting) adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting other than business unfinished at the meeting from which the adjournment took place.
16. A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and regulation 46 of Table A shall be modified accordingly. If a poll is demanded it shall be taken forthwith and in such manner as the Chairman may direct and regulation 51 of Table A shall be modified accordingly. The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
17. Questions arising at any meeting of the Directors or of any committee of Directors shall be decided by a majority of the votes.
18. Subject to the provisions of the Act a resolution in writing signed by all the members of the Company (or their duly authorised attorneys) who at the date of such resolution were entitled to receive notice of and to attend and vote at general meetings shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held. Any such resolution may consist of several documents in the like form each signed by one or more of the members or their attorneys and signature in the case of a corporate body which is a member shall be sufficient if made by a director thereof or its duly authorised attorney.
19. If at any general meeting any votes shall be counted which ought not to have been counted or might have been rejected the error shall not vitiate the result of the voting unless it be pointed out at the same meeting and not in that case unless it shall in the opinion of the Chairman of the Meeting be of sufficient magnitude to vitiate the result of the voting.

#### **BORROWING POWERS**

20. The Directors may exercise all the powers of the Company to borrow money without limit as to amount, and subject (in the case of any security convertible into shares) to s.80 of the Act to grant any mortgage or charge over all or any part of its undertaking, property and uncalled capital and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

#### **DIRECTORS**

21. The Directors shall not unless otherwise determined by an Ordinary Resolution of the Company be more than five in number. The Company shall be entitled to have a sole Director.

22. The office of a director shall be vacated if:
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
  - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
  - (c) he becomes, in the reasonable opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director;
  - (d) he resigns his office by notice in writing to the Company; or
  - (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his alternative director (if any) shall not during this period have attended any meetings instead of him, and the other directors resolve that his office be vacated.
23. The Directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit provided that a Director may and the secretary on the requisition of a Director shall at any time summon a meeting of the Directors. A Director absent from the United Kingdom shall notwithstanding such absence be entitled to notice of any such meeting.
24. The Chairman of the board of Directors shall be Mr Stephen Burdge.
25. Questions arising at any meeting of the Directors or of any committee of Directors shall be decided by a majority of the votes of the Directors. Where there is an equality of votes, the Chairman shall have a casting vote.
26. A Director need not hold any share qualification but shall be entitled to receive notice of and to attend all General Meetings of the Company.
27. (a) A Director may appoint another person as his alternate and may at any time revoke any such appointment.
- (b) An alternate Director shall be entitled to notice of meetings of Directors, to attend and vote as a Director at any meeting at which his appointor is not personally present and generally in the absence of his appointor to exercise all the functions of his appointor as a Director.
- (c) An alternate Director shall be deemed not to be an officer of the Company but shall be deemed to be the agent of his appointor.
- (d) An alternate Director shall cease to be an alternate Director if for any reason his appointment is revoked or his appointor ceases to be a Director.
- (e) All appointments and revocations of appointment of alternate Directors shall be in writing under the hand of the appointor left at the Company's registered office.

28. Every instrument appointing an alternate Director shall as nearly as circumstances will admit be in the following form or to the effect following on paper bearing the name of the Company:-

"I  
"a Director of this Company in pursuance  
"of the power in that behalf contained in  
"the Articles of Association of the Company  
"do hereby nominate and appoint  
"  
"of  
"to act as alternate Director in my place  
"at any meeting of the Directors which I  
"am unable to attend and to exercise all  
"my duties as a Director of the Company  
  
"AS WITNESS my hand this ..... day  
of ..... 20...."

29. The Directors shall be paid out of the funds of the Company all their travelling hotel and other expenses properly incurred by them in and about the business of the Company including their expenses of travelling to and from meetings of the Directors or committee meetings or General Meetings. The Directors shall also be paid out of the funds of the Company by way of remuneration for their services as Directors such sum as the Company in General Meeting shall from time to time determine.
30. Without restricting the generality of their powers the Directors may grant donations pensions annuities allowances gratuities benefits emoluments and bonuses or any share or interest in the profits of the Company's business or any part thereof to any Directors or ex-Directors employees or ex-employees of the Company or its predecessors in business or of any company which is a subsidiary company of or allied to or associated with the Company or any such subsidiary or the dependants of such persons set up establish support and maintain pension superannuation and other funds or schemes (whether contributory or non-contributory) and make payments towards insurance or other payments (either in connection with any such fund or scheme or otherwise) for the benefit of such persons or any of them and any Director shall be entitled to receive for his own benefit any such donation pension annuity allowance gratuity benefit emolument bonus or share or interest in profit (whether under such fund or scheme or otherwise) and shall be counted in any quorum of Directors and may vote as a Director in respect of any of the powers of this Article conferred on the Directors notwithstanding that he is or may be interested therein.
31. The Directors may grant special remuneration to any Director who being called on shall render or agree to render any special or extra service to the Company or go or reside abroad in connection with the conduct of any of the affairs of the Company. Such special remuneration may be made payable to such Director in addition to or in substitution for his ordinary remuneration (if any) as a Director and may be payable by way of a lump sum participation in profits or otherwise as the Directors shall determine.

32. (a) A Director who is in any way directly or indirectly interested in a contract or a proposed contract transaction or arrangement with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the Act and thereupon may be a party to, or otherwise interested in, any transaction or arrangement with the Company or in which the Company is otherwise interested.
- (b) A Director may vote as a Director in respect of any contract or arrangement in which he is interested or upon any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be counted in a quorum when any such contract or arrangement is under consideration.
33. Any Director may continue to be or become a director of or hold any other office or place of profit under any other company in which the Company may be interested and no such Director shall be accountable for any remuneration salary profit or other benefits received by him as a Director of or holder of any other office or place of profit under or member of any such other company. The Directors may exercise the voting power conferred by the shares in any company held or owned by the Company in such manner in all respects as they think fit (including the exercise thereof in favour of any resolution appointing themselves or any of them directors of such company or voting or providing for the payment of remuneration to the directors of such company) and any Director of the Company may vote in favour of the exercise of such voting rights in manner aforesaid notwithstanding that he may be or be about to be appointed a director of such other company and as such is or may become interested in the exercise of such voting rights in manner aforesaid.
34. The Directors shall cause minutes to be made in books provided for the purpose:-
- (a) of the names of Directors present at each meeting of the Directors and
- (b) of all resolutions and proceedings at all meetings of the Company and of the Directors.
35. 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 any particular age.
36. A resolution in writing signed by all the Directors and entitled to vote shall be as valid and effectual as if it had been passed at a duly convened board meeting. Any such resolution may consist of several documents in the like form each signed by one or more Directors.
37. Notwithstanding the provisions of regulation 84 of Table A, no person other than Mr Stephen Burdge shall be appointed as Managing Director of the Company or Chairman of the Company without the written consent of all the shareholders.

#### **DIVIDENDS**

38. The Directors may deduct from any interest dividend or instalment of dividend payable to any member (either alone or jointly with any other member) all sums

due from him (either alone or jointly with any other person) to the Company on account of calls or otherwise.

### **ACCOUNTS AND DIRECTORS REPORT**

39. The Directors shall cause proper books of account to be kept in accordance with the provisions of Schedule 9 of the Act with respect to:-
- (a) all sums of money received and expended by the Company and the matters in respect of which the receipt and expenditure takes place;
  - (b) all sales and purchases of goods by the Company;
  - (c) the assets and liabilities of the Company and
  - (d) all those matters required by the Act to be shown in the Accounts of the Company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the Company's affairs and to explain its transactions.

40. The Directors shall from time to time cause to be prepared and laid before the Company in General Meeting such profit and loss accounts balance sheets group accounts (if any) and directors' reports as are required by the Act.

### **CAPITALISATION**

41. In any case where unissued shares in the Capital of the Company are proposed to be paid up and distributed amongst the shareholders by way of capitalisation of profits or reserves the shares so to be paid up and distributed to the shareholders shall consist exclusively of shares of the class which they are holding and regulation 110 of Table A shall be modified accordingly.

### **WINDING UP**

42. In regulation 117 of Table A the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

### **EXECUTION OF DOCUMENTS**

43. The seal, if any, shall only be used with the authority of the Directors or of a committee of the Directors authorised by the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise determined it shall be signed by a Director and by the Secretary or by a second Director (if any). Any 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 has the same effect as if executed under the seal of the Company. A document shall only be so signed with the authority of a resolution of the Directors or a committee of the Directors.

### **INDEMNITY**

44. (a) Every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect insofar as its provisions are not avoided by Section 310 of the Act.
- (b) The Directors shall have power to purchase and maintain for any Director, officer or auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act.



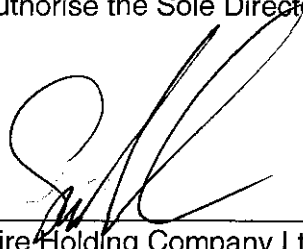
Company Number: 4467199

**CLASS CONSENT IN WRITING**

**THE EMPIRE MOTION COMPANY LIMITED**

We, the undersigned, being the holder of all of the issued shares in the capital of the Company hereby consent to the variation of the rights attached to the shares by agreeing to the passing of a Special Resolution, such resolution to be passed in writing, (a copy of which is attached hereto) and to the alteration or abrogation of any of the special rights attaching to the said shares effected thereby or involved therein and direct and authorise the Sole Director to act pursuant to such resolution.

Signed



The Empire Holding Company Ltd

Date:

11 August

2004