

Company No: 5036019

The Companies Act 1985 (as amended)

Private Company Limited by Shares

WRITTEN RESOLUTIONS

OF

MAGNET ATTRACTION LIMITED
(the "Company")

(Passed on 20 March 2006)

The following ordinary and special resolutions were passed by written resolution on 20 March 2006.

Ordinary Resolution

1. THAT the directors be, and they are hereby generally and unconditionally authorised, pursuant to Section 80 Companies Act 1985 (the "Act") to exercise all the powers of the Company to allot (as defined for the purposes of that section) relevant securities (within the meaning of Section 80 of the Act) up to a maximum nominal amount of £118. This authority shall expire five years from the date of this resolution (unless previously renewed, revoked or varied by the Company in general meeting). The Company may, before this authority expires, make an offer or agreement which would or might require relevant securities to be allotted after it expires.

Special Resolutions

2. THAT the directors be given power pursuant to section 95 of the Act to allot equity securities (within the meaning of section 94 of that Act) for cash pursuant to the authority conferred by resolution 1 as if section 89(1) of the Act did not apply to the allotment provided that this power shall be limited to the allotment of equity securities having, in the case of relevant shares (as defined for the purposes of section 89 of the Act), a nominal amount or, in the case of other equity securities, giving the right to subscribe for or convert into relevant shares having a nominal amount, not exceeding in aggregate £118 and shall expire five years from the date of this resolution except that the Company may before the expiry of this authority make an offer or agreement which would or might require equity securities to be allotted after it expires and the directors may allot equity securities in pursuance of such an offer or agreement notwithstanding that the authority has expired.
3. THAT the Company adopt new Articles of Association in substitution for, and to the exclusion of, the existing Articles of Association of the Company in the form attached to this written resolution.

Signed.....


Director/Secretary



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

ARTICLES OF ASSOCIATION

of

**MAGNET ATTRACTION LIMITED
(the "Company")**

**(Adopted by Special Resolution passed
on 20 March 2006)**

1. PRELIMINARY

1.1 In these Articles:

"**Act**" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force;

"**Auditors**" means the auditors appointed by the Company under the Act from time to time as the auditors of the Company;

"**Board**" means the board of Directors of the Company for the time being;

"**Business Day**" means a day (except for Saturday) when the clearing banks are open for business in London;

"**Company Option Scheme**" means an option scheme to incentivise management or staff of the Company pursuant to which any participant may be entitled to subscribe for ordinary shares;

"**Connected Person**" shall have the same meaning given to such expression by section 839 of the Income and Corporation Taxes Act 1988;

"**Director**" means a director of the Company appointed from time to time by the Shareholders or the Directors in accordance with the terms of these Articles;

"**Family Trust**" means a trust (whether arising under a settlement or testamentary disposition or on an intestacy) under which no immediate beneficial interest in the Shares in question is for the time being vested in any person other than a Shareholder or a Connected Person of a Shareholder or of the former Shareholder who transferred the shares to the settlement or (as the case may be) under whose testamentary disposition or intestacy the shares were vested;

"**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). "**Subsidiary**" and "**holding company**" shall have the meanings set out in section 736 of the Act;

"Listing" means the listing of all or part of the Shares on NASDAQ, the Alternative Investment Market or the Official List of the London Stock Exchange Limited or any recognised investment exchange as defined in the Financial Services and Markets Act 2000 or such other public share or stock exchange as the Board shall determine;

"Ordinary Shares" means the ordinary shares of £0.001 each in the share capital of the Company;

"Sale" means the acquisition by any person of 100 percent of the Shares or all of the Shares not already owned by the acquiror or the acquisition by any person of the whole or substantially the whole of the business and undertaking of the Company;

"Seal" means the common seal of the Company;

"Shareholders" means the holders of Shares and **"Shareholder"** means any of them; and

"Shares" means the Ordinary Shares.

- 1.2 Unless the context otherwise requires;
 - 1.2.1 words in the singular include the plural and vice versa;
 - 1.2.2 words importing any gender include all genders;
 - 1.2.3 a reference to a person includes a reference to a body corporate and to an unincorporated body of persons; and
 - 1.2.4 Save to the extent modified by this Article 1, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force on the date of the adoption of these Articles.
2. A reference to any statute or provision of a statute includes a reference to any statutory modification or re-enactment of it for the time being in force.
3. The Company is a Private Company within the meaning of Section 1 of the Companies Act 1985. Accordingly the Company shall not offer to the public (whether for cash or otherwise) any Shares in or debentures of the Company or allot or agree to allot (whether for cash or otherwise) any Shares or debentures being offered for sale to the public.
4. Subject as hereinafter provided the Regulations set out in Table A of the Schedules to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 shall apply to this Company.
5. The following Regulations of the said Table A shall not apply to this Company: 40, 41, 42, 46, 47 48, 50, the last sentence of 66, 73, 74, 75, 76, 77, 78, 79, 80, 88 and the last sentence of 112.

6. SHARE CAPITAL

- 6.1 The authorised share capital of the Company on the date of adoption of these Articles is £1,000 divided into 1,000,000 Ordinary Shares of £0.001 each.
- 6.2 The Shares shall, except where otherwise provided in these Articles, entitle the holders thereof to the same rights and privileges and subject them to the same restrictions and provisions hereinafter appearing. Any variation of the rights and privileges attaching to the Ordinary Shares or any change to the capital structure of the Company shall affect all holders of Ordinary Shares equally.
- 6.3 Subject to the provisions of the Act and these Articles, all unissued Shares shall be at the disposal of the Directors and they may allot, grant rights, options or warrants to subscribe or otherwise dispose of them to such person, at such times, and on such terms as they think proper.
- 6.4 The Company shall have power to purchase its own Shares (whether issued on the terms that they are, or are liable, to be redeemed or not) subject to the requirements of Sections 162 to 170 (inclusive) of the Act and these Articles.
- 6.5 Subject to the provisions of Sections 80 and 159 to 161 (inclusive) of the Act and these Articles, any Shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, at the option of the Company or the Shareholder holding any such Shares, liable to be redeemed on such terms and in such manner as the Company before the issue of the Shares may by ordinary resolution determine.
- 6.6 The Company shall have power to redeem or purchase its Shares out of capital subject to the provisions of Sections 171 to 177 (inclusive) of the Act and these Articles.
- 6.7 Except as required by law, and even when the Company shall have express notice thereof, no person shall be recognised by the Company as holding any Share upon any trust and (except as otherwise provided by the Articles or by law) the Company shall not be bound by or recognise any interest in any Share except an absolute right to the entirety thereof in the holder.

7. LIEN

The lien conferred by Regulation 8 of Table A shall attach to all Shares whether fully paid or not and to all Shares registered in the name of any person indebted or under liability to the Company whether it be the sole holder thereof or one of two or more joint holders.

8. TRANSFER OF SHARES

- 8.1 No Shareholder shall purport to dispose of or otherwise transfer an interest in any of the Shares held by it other than by a disposal in accordance with these Articles and as may be permitted pursuant to an agreement in writing between the holders of the Shares.
- 8.2 The instrument of transfer of a Share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor and, unless the Share is fully paid, by or on behalf of the transferee.

- 8.3 The Directors shall register any transfer of Shares which is effected with the consent in writing of all the other Shareholders or pursuant to any agreement between all the Shareholders.

9. **PRE-EMPTION ON ISSUE**

- 9.1 Apart from any Shares to be issued pursuant to the exercise of the options granted by the Company pursuant to the Company Option Scheme, any Shares in the capital of the Company which the Company proposes to allot shall first be offered for subscription to the holders of Shares in the proportion that the number of such Shares for the time being held respectively by each such holder bears to the total number of such Shares in issue. Such offer shall be made by notice in writing specifying the number of Shares to which the holder is entitled and limiting a time (being not less than twenty one days) within which the offer, if not accepted, will be deemed to be declined.
- 9.2 Shareholders who accept the offer shall be entitled to indicate that they would accept, on the same terms, Shares (specifying a maximum number) that have not been accepted by other Shareholders ("**Excess Shares**") and any Excess Shares shall be allotted to Shareholders who have indicated they would accept Excess Shares. Excess Shares shall be allotted pro rata to the aggregate number of Shares held by Shareholders accepting Excess Shares providing that no such Shareholder shall be allotted more than the maximum number of Excess Shares such Shareholder has indicated he is willing to accept. After the expiration of such time or upon receipt by the Company of an acceptance or refusal of every offer so made, the Board shall be entitled to dispose of any Shares so offered and which are not required to be allotted in accordance with the foregoing provisions in such manner as the Board may think most beneficial to the Company.
- 9.3 If, owing to the inequality in the number of new Shares to be issued and the number of Shares held by the Shareholders entitled to receive the offer of new Shares, any difficulty shall arise in the apportionment of any such new Shares amongst the holders, such difficulties shall in the absence of direction by the Company be determined by the Board on as fair a basis as possible.

10. **PERMITTED TRANSFERS, PRE-EMPTION ON TRANSFER AND OFFERS TO PURCHASE**

- 10.1 Except as may be permitted by these Articles, none of the Shareholders shall assign, transfer, mortgage, charge, pledge or otherwise dispose of or encumber in any manner whatsoever and whether in whole or in part its legal or beneficial interest in its holding of Shares in the Company or any right or obligation under these Articles or any other right or obligation as a Shareholder of the Company.

Permitted Transfers

- 10.2 Save in accordance with the provisions of Articles 10.3, no Shareholder (nor any of their respective permitted transferees) shall be entitled to transfer or otherwise dispose of any of his Shares until the earlier of:

10.2.1 three years from the date of adoption of these Articles; or

- 10.2.2 a Sale; or
- 10.2.3 such reasonable date after the date of a Listing as determined by an appointed sponsor for such Listing or ordinarily accepted in the marketplace.
- 10.3 Notwithstanding the provisions of Article 10.2, 10.16 or 10.17, a Shareholder may transfer all or any of its Shares in accordance with the following provisions following consultation with the Board:
- 10.3.1 a Shareholder may transfer any of its Shares to the trustees of a Family Trust or to some other Connected Person of that Shareholder;
- 10.3.2 where Shares are held by trustees of a Family Trust, they may on any change of trustees be transferred to the new trustees of the Family Trust concerned;
- 10.3.3 the trustees of a Family Trust may also transfer any of the Shares held by them in that capacity to a person who has an immediate beneficial interest under the Family Trust or to a Connected Person of that beneficiary;
- 10.3.4 Shares may be transferred without restriction by a Shareholder to a person to hold such Shares as its nominee but any transfers by such nominee shall be subject to the same restrictions as though they were transfers by the relevant Shareholder itself;
- 10.3.5 Shares may be transferred without restriction by a nominee or trustee to the beneficial owner of such Shares or to another nominee or trustee of the same beneficial owner; or
- 10.3.6 Shares may be transferred by a corporate Shareholder to another member of its Group;
- but a trustee of a Family Trust may not transfer Shares subject to that trust to a Connected Person of that trustee except where permitted under Articles 10.3.2 and 10.3.3.
- 10.4 If any trust whose trustees hold Shares ceases to be a Family Trust and if the trustees do not, prior to the trust ceasing to be a Family Trust, transfer all such Shares registered in their name to the relevant Shareholder or to the trustees of a Family Trust or other Connected Person of the relevant Shareholder, the trustees shall without delay notify the Company that such event has occurred and shall give a Sale Notice (as defined in Article 10.8) in respect of those Shares and, if the trustees fail to give a Sale Notice, they shall be deemed to have served the Company with a Sale Notice in respect of the Shares.
- 10.5 If a corporate Shareholder holding Shares transferred to it under Article 10.3 ceases to be a member of the same Group as the original corporate Shareholder who held such Shares and does not, prior to so ceasing, transfer all such Shares registered in its name to the original corporate Shareholder or to another member of the same Group as the original corporate Shareholder, the current corporate Shareholder shall without delay notify the Company that such event has occurred and shall give a Sale Notice to the Company in respect of those Shares and, if the corporate Shareholder fails to give a

Sale Notice, it shall be deemed to have served the Company with a Sale Notice in respect of those Shares.

- 10.6 If a Sale Notice is given or is deemed to have been served on the Company under Article 10.4 or 10.5, the Company shall immediately serve that Sale Notice on the other Shareholders and the provisions of Articles 10.8 to 10.15 inclusive shall apply to those Shares. A Sale Notice (if not actually given) shall be deemed to have been received by the other Shareholders on the date two Business Days after the Directors receive actual notice of the change in the Family Trust or the relationship between the companies (as the case may be), and the price at which the transferring company is deemed to be willing to sell its Shares shall be the fair value of those Shares as certified by the Auditors in accordance with Article 10.10.

Bankruptcy/Insolvency

- 10.7 A person entitled to a share in consequence of the bankruptcy, receivership, or liquidation of a Shareholder shall (subject to Article 10.8) be bound at any time, if required in writing to do so by the Directors not later than 90 days after the Directors receive notice from the person concerned that he has become so entitled, to give a Sale Notice in respect of all the Shares then registered in the name of the insolvent Shareholder or in the name of a Family Trust of such insolvent Shareholder. Regulations 29 to 31 of Table A shall take effect accordingly.

Transfer of Shares

- 10.8 Subject to the restrictions contained in Article 10.2, a Shareholder (the "**Offeror**") may dispose of any of its Shares (the "**Sale Shares**") by serving a sale notice ("**Sale Notice**") on all of the other Shareholders, such Sale Notice specifying the price (the "**Offer Price**") at which the Offeror is willing to sell its Sale Shares. The Seller may provide in the Sale Notice that, unless buyers are found for all or not less than a number of Shares specified in the Sale Notice, he shall not be bound to transfer any of such Shares (a "**Minimum Transfer Condition**") and any such provision shall be binding on the Company. Notwithstanding the other provisions of this article, if the Sale Notice contains a Minimum Transfer Condition the Offerees may not purchase any of the Sale Shares unless and until the Offerees have agreed to buy the minimum number specified in the Minimum Transfer Condition.
- 10.9 The other Shareholders (the "**Offerees**") shall have thirty days from the date of the Sale Notice to:
- 10.9.1 accept the Offeror's offer; or
 - 10.9.2 demand that the Sale Shares be independently valued by the Auditors, or
 - 10.9.3 refuse the Offeror's offer.
- 10.10 If any Shareholder requests that the Sale Shares be independently valued by the Auditors, then the Auditors will be instructed within a period of fourteen days from the date of such demand to certify the fair value of the Sale Shares as between a willing buyer and a willing seller on arm's length terms having regard to the market value of the business and affairs of the Company as a going concern (the "**Prescribed**

Price"). The Auditors shall act as experts, not as arbitrators and their costs shall be borne by the relevant parties and in such proportions as the Auditors may determine.

- 10.11 Within fourteen days from the date of the Auditor's certificate of the value of the Sale Shares, the Offerees shall notify the Offeror of their acceptance or refusal (as the case may be) of the Offeror's offer.
- 10.12 If there is any competition between Offerees for the purchase of the Sale Shares, then the Offerees shall be entitled to acquire the Sale Shares of the Offeror in proportion to their existing shareholdings.
- 10.13 Completion of the sale of the Sale Shares will take place at such time and place as the Offeror and Offerees may agree but in any event, not more than thirty days after the date of acceptance by the Offerees.
- 10.14 If the Offeror is unable to conclude a contract for the sale of all of the Sale Shares specified in the Sale Notice, then it shall be entitled within a period of six months from the date of the Sale Notice to sell the Sale Shares referred to in the Sale Notice to any third party at not less than the Prescribed Price (or, if it has not been certified, then at not less than the Offer Price).
- 10.15 If an Offeror fails to transfer any Shares to a purchaser after becoming bound to do so, the Directors may authorise any person to execute on behalf of and as attorney for the Offeror any necessary instruments of transfer and shall register the purchaser as the holder of the Shares. The Company's receipt of the purchase money shall be a good discharge to the purchaser and the Company shall thereafter hold the purchase money on trust for the Offeror. After the name of the purchaser has been entered in the register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.

10.16 Co-Sale Rights

10.16.1 Notwithstanding the provisions of Article 10.2, if a third party or another Shareholder makes an offer to purchase [10]% or more in nominal value of the Shares (or any Shareholder(s) proposes to transfer such Shares to such third party or another Shareholder or is required to or deemed to serve a Sale Notice) (each of the aforesaid being referred to as an "**offer**" by the proposed purchaser in each case), whether or not such offer shall include an offer for the Shares held by any other Shareholder(s), then before any Share is transferred to or registered in the name of that third party or other Shareholder, the holder(s) of the Shares ("**Proposed Transferor(s)**") which receives the offer shall procure that that relevant third party or Shareholder shall make a written offer to the other Shareholders to purchase an equivalent percentage interest of the Shares held by the other Shareholders (taking, in the event of there being more than one Proposed Transferor, the largest percentage interest intending to be transferred) at the price per Share he has offered or agreed with the Proposed Transferor(s) (being no less than the price stated as being offered by him in any Sale Notice).

10.16.2 If any third party shall make an offer to any of the Shareholders to purchase Shares which would result in that third party acquiring more than 50% of the

issued Ordinary Shares then the Proposed Transferor shall procure that the relevant third party shall make a written offer to all the other Shareholders to purchase all the remaining issued Ordinary Shares at the price per Share he has offered or agreed with the Proposed Transferor.

10.16.3 Any offer made pursuant to Article 10.16.1 shall remain open, and be capable of acceptance by written notice to the offeror, for 14 days after full implementation of the pre-emption rights and procedures set out in Article 10.8 to 10.15 inclusive (so as to ensure that any Shareholder's rights of pre-emption are exhausted before any determination by a Shareholder as to whether to accept any offer under this Article need be made). If no notice of any acceptance is received then in respect of that Shareholder the offer shall be deemed to have been declined.

10.16.4 The acquiring third party or Shareholder shall complete the purchase of all shares in respect of which such offer is accepted at the same time as he completes the purchase of the Sale Shares of the Proposed Transferor. The acceptance by any Shareholder of such offer shall not require the accepting Shareholder to give a Sale Notice in accordance with Article 10.8.

10.17 Drag along rights

10.17.1 In the event that:

10.17.1.1 a bona fide offer on arm's length terms to purchase Shares by a third party (the "**Transferee**") is extended to all Shareholders under Article 10.16.1 (a "**Full Offer**") and is accepted by Shareholders who hold not less than 75% of the entire issued share capital of the Company; and

10.17.1.2 the Transferee is not willing to purchase the Shares of those Shareholders who accepted the Full Offer ("**Accepting Shareholders**") unless some or all of the other Shareholders accept the Full Offer; then

the Shareholders who have accepted the Full Offer may, within 28 days of the close of the Full Offer, serve on those Shareholders who have not accepted the Full Offer ("**Rejecting Shareholders**") a written notice signed by each Accepting Shareholder requiring the Rejecting Shareholders to sell some or all of the shares registered in their names to the Transferee or to acquire all of the shares of the Accepting Shareholders at the price offered by the Transferee ("**Mandatory Transfer Notice**").

10.17.2 If a Mandatory Transfer Notice is served on any Rejecting Shareholder, that Rejecting Shareholder shall, within 28 days of the date of the Mandatory Transfer Notice either accept and complete the Full Offer or offer to buy and complete the acquisition of all the shares of the Accepting Shareholders on terms identical to those of the Full Offer.

11. NOTICE OF GENERAL MEETING

Regulation 38 shall be amended such that all annual general meetings and extraordinary general meetings of the Company shall be called by at least twenty-one clear days' notice.

12. PROCEEDINGS AT GENERAL MEETINGS

- 12.1 No business shall be transacted at any general meeting of the Company unless a quorum is present. The quorum for all general meetings of Shareholders of the Company shall consist of a representative of each Shareholder. If a quorum is not present within half an hour of the time fixed for any such meeting, that meeting shall be adjourned for five Business Days to be reconvened at a time and place to be agreed upon by the Shareholders.
- 12.2 The Chairman, if any, of the Board or in his absence some other Director nominated by the Directors shall preside as chairman of the general meeting, but if neither the Chairman nor such other Director (if any) be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be chairman and, if there is only one Director present and willing to act, he shall be chairman.
- 12.3 At any General Meeting a Resolution put to vote of the Meeting shall be decided by a poll and the number or proportion of the votes recorded in favour of or against such Resolution shall be recorded in the minute book. Regulation 54 of Table A shall be amended accordingly. In the event of an equality of votes the Chairman shall not have a second or casting vote.
- 12.4 On a poll taken at a general meeting each Shareholder shall have one vote for each Ordinary Share of which he is the holder.
- 12.5 For the purposes of a resolution in writing pursuant to Regulation 53 of Table A the execution, in the case of a corporation, by a director or the secretary thereof and, in the case of joint holders of a share, by or on behalf of any one of such joint holders, shall be sufficient.

13. DIRECTORS

- 13.1 The quorum for all meetings of the Board (or of any committee of Directors appointed by the Board) shall be three Directors. If a quorum is not present within half an hour of the time fixed for any such meeting, that meeting shall be adjourned for five Business Days to be reconvened at the same time and place. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum.
- 13.2 Any Director may participate in a meeting of the Board by means of conference telephone or similar communications facilities whereby all the Directors participating in the meeting can hear each other and all the Directors participating in a meeting in this manner shall be deemed to be present in person at such meeting.
- 13.3 The Chairman of the Board shall be a Director as appointed by the Board from time to time. Unless they are unwilling to do so, the Director so appointed shall preside at

every meeting of the Directors at which he is or they are present. But if there is no Director holding that office, or if the Director holding it is unwilling to preside or is or are not present within ten minutes after the time appointed for the meeting, the Directors present may appoint one of their number to be Chairman of the meeting.

- 13.4 A director or the secretary of a corporation shall be deemed to be a duly authorised representative of that corporation and shall be entitled to exercise the same powers on behalf of that corporation as that corporation could exercise if it were an individual shareholder, creditor or debenture holder of the Company.
- 13.5 Subject to the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. It shall be necessary to give at least 7 clear days' notice of such meeting to all Directors, even if not in the United Kingdom. Resolutions of a meeting of the Directors shall be approved if a majority of votes of the Directors are cast in favour thereof. In the case of an equality of votes, the Chairman shall have a casting vote, which casting vote shall be exercised by him in good faith in accordance with his fiduciary duties and obligations as Chairman. A Director who is also an alternate director shall be entitled, in the absence of his appointor, to a separate vote on behalf of his appointor in addition to his own vote.
- 13.6 A Director need not hold Shares in the Company.
- 13.7 The Company shall not be subject to section 293 of the Act and accordingly any person may be appointed as a Director, provided such appointment is in accordance with any agreement between the Shareholders, whatever his age and no Director shall be required to vacate his office of Director by reason of his attaining or having attained the age of seventy years or any other age.
- 13.8 Subject to the provision of Section 317 of the Act, a Director may contract with and participate in the profits of any contracts or arrangements as if he were not a Director. A Director shall also be capable of voting in respect of such contracts or arrangements, where (i) he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company, or in respect of the terms thereof and (ii) (save in respect of contracts relating to his employment or performance of his executive duties where such persons' approval shall be necessary) with the prior agreement of the other Board members present, may be counted in the quorum at any Meeting at which any such matter is considered. Where the other Board members decide that such Director shall not be entitled to vote in respect of any contract or arrangement that he is interested, such Director shall still count in the quorum of such meeting.

14. **SECRETARY**

The Secretary of the Company shall be the person or persons named as Secretary in the statement delivered to the Register of Companies from time to time and shall be deemed to be appointed accordingly.

15. BORROWING POWERS OF THE DIRECTORS

The Directors of the Company may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not and to mortgage or charge its undertaking property or uncalled capital, or any part thereof, and subject to Section 80 of the Act to issue debentures, debenture stock and other securities whether outright or as security for any debt liability or obligation of the Company or of any third party.

16. INDEMNITY

Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company (but not the Auditors) shall be indemnified out of the funds of the Company against all costs, charges, losses and expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

17. THE COMPANY SEAL

Pursuant to Section 36A of the Companies Act 1985, as introduced by Section 130 of the Companies Act 1989, the Company can execute documents and deeds without the use of a Seal and any Share Certificate signed by a Director and Secretary or by two Directors shall be as valid as a Certificate sealed with the seal of the Company and Regulations 6 and 101 of Table A shall be amended accordingly. The Company may in accordance with Section 39 of the Companies Act 1985 have an official seal for use in any territory district or place elsewhere than in the United Kingdom but shall only be used by a Director and Secretary or by two Directors or by such person or persons on such occasions and in such circumstances as are specifically authorised by a resolution of the Board of Directors for the time being of the Company who shall have the authority to amend, suspend or withdraw authority as they think fit.