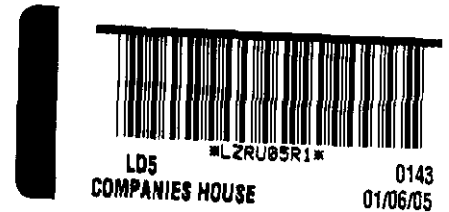


COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES
MEMORANDUM OF ASSOCIATION
of
FRONTIER AGRICULTURE LIMITED



1. The name of the Company is "Frontier Agriculture Limited"¹.
2. The Company's registered office is to be situated in England and Wales.
3. The objects for which the Company is established are:-
 - 3.1 to carry on business as a general commercial company;
 - 3.2 to carry on all or any of the trades or business of manufacturers, repairers, buyers, sellers of products of all types to supply services of all kinds to acquire, hold, deal in investments of any kind and to carry on any activity normally undertaken by a company in these or similar lines of business
 - 3.3 to do all such things as shall seem to be in the best interests of the Company, its members, its customers or its potential customers or calculated directly or indirectly to enhance the value of or render more profitable any of the Company's property;
 - 3.4 to build, construct, maintain, alter, enlarge, pull down and remove or replace any buildings, shops, factories, offices, works, machinery, engines and to clear sites for the same or to join with any person in doing any of the things aforesaid and to work, manage and control the same or join with others in so doing;
 - 3.5 to enter into contracts, agreements and arrangements with any other person for the carrying out by such person on behalf of the Company of any of the objects for which the Company is formed;
 - 3.6 to acquire, undertake and carry on the whole or any part of the business, property and liabilities of any person or company carrying on any business which may in the opinion of the directors be capable of being conveniently carried on with or calculated directly or indirectly to enhance the value of or render profitable, any of the Company's property or rights, or any property suitable for the purposes of the Company;
 - 3.7 to enter into any arrangements with any government or authority national, international, supreme, municipal, local or otherwise, that may in the opinion of the directors be conducive to the Company's objects or any of them, and to obtain from any such government or authority any rights, privileges, and concessions which in the opinion of the directors is desirable, and to carry out, exercise and comply with any such arrangements, rights, privileges and concessions;

¹ Pursuant to a written resolution passed on 27 January 2005, the Company changed its name from Pinco 2266 Limited to Frontier Agriculture Limited on 1 February 2005.

- 3.8 to apply for, or join in applying for, purchase or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any *intellectual property rights including, without limitation, patents, patent rights, brevets d'invention, licences, secret processes, trade marks, service marks, copyrights, registered designs, protections, concessions and the like*, and to use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting and testing and making researches, and in improving or seeking to improve any such intellectual property rights which the Company may acquire or propose to acquire;
- 3.9 to acquire an interest in, amalgamate with or enter into partnership or into any arrangement for the sharing of profits, union of interests, co-operation, joint adventure, reciprocal concession, or otherwise with any person, or with any employees of the Company; to lend money to, guarantee the contracts of, or otherwise assist any such person, and to take or otherwise acquire an interest in securities of any such person (being a company); to sell, hold, re-issue, with or without guarantee, or otherwise deal with the same;
- 3.10 to lend money to, to subsidise and assist any person and to act as agents for the collection, receipt or payment of money and generally to act as agents or brokers for and render services to any person, and to undertake and perform sub-contracts;
- 3.11 to enter into any guarantee, contract of indemnity or suretyship and in particular *but without limitation, to guarantee or otherwise provide security for, with or without the Company receiving any consideration therefor or advantage therefrom, directly or indirectly, by personal covenant or by mortgage, charge or lien over all or any part of the undertaking, property and assets present and future and uncalled capital of the Company or by any other means whatsoever, the performance of the obligations and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any related costs or expenses whether on any securities or in any other manner) by any person including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company or a subsidiary undertaking of the Company or of the Company's holding company (as so defined) or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture, or any other person. For the purposes of this paragraph 3.11, "guarantee" includes any other obligation howsoever described to pay, satisfy, provide funds (whether by the advance of money, the purchase of or the subscription for securities, the purchase of assets or services, or otherwise) for the payment or satisfaction of, or to indemnify against the consequences of default in the payment of or otherwise be responsible for, any indebtedness of any other person;*
- 3.12 to promote, finance or assist any person for the purpose of acquiring all or any of the property, rights or undertaking or assuming the liabilities of the Company, or for any other purpose which may be in the opinion of the directors directly or indirectly calculated to benefit the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the securities of the Company;
- 3.13 to pay out of the funds of the Company all or any expenses which the Company may lawfully pay of or incidental to the formation, registration, promotion and advertising of or raising money for the Company, and the issue of its capital including those incurred in connection with advertising or offering the same for

sale or subscription, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of securities;

- 3.14 to remunerate any person rendering service to the Company whether by cash payment or by the allotment to him or them of securities of the Company credited as paid up in full or in part or otherwise;
- 3.15 generally to purchase, take on lease or exchange, hire, or otherwise acquire any real or personal property and any rights or privileges over or in respect of it;
- 3.16 to receive money on deposit on such terms as the directors may approve;
- 3.17 to invest and deal with the moneys of the Company in such manner as may from time to time be determined by the directors;
- 3.18 to lend money or give credit with or without security;
- 3.19 to borrow or raise or secure the payment of money in such manner as the directors shall approve and in particular by the issue of debentures or debenture stock, perpetual or otherwise charged upon all or any of the Company's property (both present and future), including its uncalled capital, and to purchase, redeem or pay off any such securities;
- 3.20 to enter into swaps and derivatives and any other interest rate or foreign exchange hedging agreement or arrangements;
- 3.21 to remunerate any person for services rendered or to be rendered, in placing or underwriting, or assisting to place or underwrite, or guaranteeing the placing or procuring the underwriting of, any of the securities of the Company or of any company in which this Company may be interested or propose to be interested, or in or about the conduct of the business of the Company, whether by cash payment or by the allotment of securities of the Company credited as paid up in full or in part, or otherwise;
- 3.22 to subscribe for either absolutely or conditionally or otherwise acquire and hold interests in, or securities of, any other company and to co-ordinate, finance and manage the business and operation of any company in which the Company holds any such interest;
- 3.23 to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments;
- 3.24 to sell, lease, exchange, let on hire, or dispose of any real or personal property or the undertaking of the Company, or any part or parts thereof, for such consideration as the directors shall approve, and, in particular, for securities (whether fully or partly paid up) of any other company, whether or not having objects altogether, or in part, similar to those of the Company, and to hold and retain any securities so acquired, and to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over or turn to account or otherwise deal with all or any part of the property or rights of the Company;
- 3.25 to adopt such means of making known the businesses and products of the Company as may in the opinion of the directors seem expedient, and in particular by advertising in the press, by circulars, by purchase and exhibition of works of

art or interest, by publication of books and periodicals, and by granting prizes, rewards and donations;

- 3.26 to support, subscribe or contribute to any charitable or public object or any institution, society or club which may be for the benefit of the Company or its directors, officers or employees, or the directors, officers and employees of any company which at any time is or was a subsidiary, subsidiary undertaking or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any of them, or which may be connected with any town or place where the Company carries on business and to subsidise or assist any association of employers or employees or any trade association. To grant or procure the grant of donations, pensions, gratuities, annuities, allowances or other benefits or charitable aid and generally to provide advantages, facilities and services to any person (including any directors, officers or employees or former directors officers or employees) who may have served the Company or any company which at any time is or was a subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company or otherwise associated with the Company or of any predecessors in business of any of them or to the wives, children or other dependants or relatives of such persons, to make advance provision for the payment of such donations, pensions, gratuities or annuities as aforesaid by establishing or acceding to such trusts schemes or arrangements (whether or not capable of approval by the Commissioners of Inland Revenue under any relevant legislation for the time being in force) as may seem expedient, to appoint trustees or to act as trustee of any such schemes or arrangements, and to make payments towards insurance for the benefit of such persons or to their wives, children, or other dependants or relatives;
- 3.27 to establish and contribute to any scheme for the purchase or subscription by trustees of securities in the Company to be held for the benefit of the employees of the Company, of its holding company, or of any subsidiary or subsidiary undertaking of the Company or its holding company, and to lend money to such employees or to trustees on their behalf to enable them to purchase or subscribe for securities in the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees or any of them;
- 3.28 to apply for, promote and obtain any Act of Parliament order or licence of the Department of Trade and Industry or other authority for enabling the Company to carry any of its objects into effect or for effecting any modifications of the Company's constitution or for any other purposes which may in the opinion of the directors seem expedient, and to oppose any proceedings or applications which may in the opinion of the directors seem calculated directly or indirectly to prejudice the Company's interests;
- 3.29 to establish, grant and take up agencies in any part of the world, and to do all such other things as the Company may deem conducive to the carrying on of the Company's business, either as principals, or agents, and to remunerate any persons in connection with the establishment or granting of such agencies upon such terms and conditions as the Company may think fit;
- 3.30 to distribute among the shareholders in specie any of the property of the Company or any proceeds of sale or disposal of any property of the Company and for such purpose to distinguish and separate capital from profits, but so that no distribution amounting to a reduction of capital shall be made except with any sanction for the time being required by law;

- 3.31 to purchase and maintain insurance for the benefit of any person who is an officer, director or employee, or former officer, director or employee, of the Company or of a subsidiary of the Company or in which the Company has an interest whether direct or indirect or who is or was trustee of any retirement benefits scheme or any other trust in which any such officer, director or employee or former officer, director or employee is or has been interested indemnifying such person against liability for negligence, default, breach of duty or breach of trust or any other liabilities which may lawfully be insured against;
- 3.32 to amalgamate with any other company;
- 3.33 to do all or any of the above things in any part of the world and as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, subcontractors or otherwise, and either alone or in conjunction with others and to procure the Company to be registered or recognised in any foreign country or place;
- 3.34 to carry on any other activity and do anything of any nature which in the opinion of the board of directors of the Company is or may be capable of being conveniently carried on or done in connection with the above, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's undertaking, property or assets or otherwise to advance the interests of the Company or of its members; and
- 3.35 to do any other things which in the opinion of the directors of the Company are, or may be, incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.

The objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be regarded and construed as separate, distinct and independent objects shall not be in any way limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company or the nature of any trade or business carried on by the Company, or by the fact that at any time the Company is not carrying on any trade or business. None of the paragraphs of this Clause or the objects or powers specified or conferred in or by them are deemed subsidiary or ancillary to the objects or powers mentioned in any other paragraph, but the Company has as full a power to exercise all or any of the objects and powers provided in each paragraph as if each paragraph contained the objects of a separate company.

In this Clause:-

"Act" means the Companies Act 1985, and any reference to any provision of the Act is deemed to include a reference to any modification or re-enactment of that provision for the time being in force;

"company" (except where used in reference to the Company) shall include any person or partnership (whether a general partnership, limited partnership or limited liability partnership) or other body of persons whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere and whether incorporated or unincorporated;

"holding company" has the meaning set out in section 736 of the Companies Act 1985;

"person" includes any company as well as any other legal or natural person;

"securities" includes, without limitation, shares, stocks and all other types of equity securities, debentures, debenture stock and all other types of debt securities and interests

in partnerships (whether general partnerships, limited partnerships or limited liability partnerships);

"subsidiary" has the meaning set out in section 736 of the Companies Act 1985;

"subsidiary undertaking" has the meaning set out in section 258 of the Companies Act 1985; and

words denoting the singular number only include the plural number and vice versa.

4. The liability of the members is limited.
5. The share capital of the Company is £1,000 divided into 1,000 Shares of £1 each² and the Company shall have power from time to time to divide the original or any increased capital into classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

² By a written resolution passed on 1 December 2004, the Company reorganised the authorised share capital by subdividing the 1,000 shares into 100,000 shares of 1 penny each. Pursuant to a written resolution passed on 31 March 2005, the Company increased its authorised share capital from 100,000 to 3,600,100,000 ordinary shares of 1 penny each.

We, the subscriber to this Memorandum of Association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our name.

Name and Address of Subscribers	No of Ordinary Shares of £1.00 each taken by each Subscriber
Pinsents Director Limited 1 Park Row Leeds LS1 5AB	1
Total Shares	1

Dated 16 November 2004

FRONTIER AGRICULTURE LIMITED

ARTICLES OF ASSOCIATION

ADDLESHAW GODDARD

Contents

	Article	Page
1	Interpretation	1
2	Application of Table A	2
3	Share Capital	2
4	Allotment of Shares	2
5	Lien	2
6	Transfer of shares	2
7	General Meetings	2
8	Directors	3
9	Alternate Directors	3
10	Delegation of Directors' Powers	4
11	Disqualification and Removal of Directors	4
12	Borrowing and Guarantee Powers	4
13	Proceedings of Directors	5
14	The seal	6
15	Dividends	6
16	Indemnity	6

Companies Act 1985
Private Company Limited by Shares

ARTICLES OF ASSOCIATION
of
FRONTIER AGRICULTURE LIMITED
(Adopted by written resolution passed
on 31 March 2005)

1 Interpretation

1.1 In these Articles:

- (a) **Act** means the Companies Act 1985 (as amended);
- (b) **Company** means Frontier Agriculture Limited;
- (c) **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);
- (d) **Regulation** means a regulation in Table A;
- (e) **Relevant Agreement** means any agreement relating (in whole or in part) to the management and/or affairs of the Company which is binding from time to time on the Company and the shareholders and which (expressly or by implication) supplements and/or prevails over any provisions of these Articles;
- (f) **share** means a share in the capital of the Company of whatever class;
- (g) **shareholder** means any registered holder of shares;
- (h) unless specified to the contrary, use of the singular is deemed to include the plural, use of any gender is deemed to include every gender and any reference to a person is deemed to include a corporation, a partnership and other body or entity; and (in each case) vice versa;
- (i) unless the context otherwise requires, words and phrases defined in the Act bear the meaning given to them in the Act but excluding any statutory modification not in force on the date Table A became binding on the Company; and
- (j) any reference to any provisions of the Act shall be construed as a reference to such provisions for the time being in force, including any statutory modification or re-enactment of such provisions.

- 1.2** In the first line of Regulation 1 after the word "regulations" the words "and in any articles adopting in whole or in part the same" shall be inserted.

2 Application of Table A

- 2.1 The Regulations contained in Table A shall apply to the Company except to the extent that they are excluded or varied by these Articles.
- 2.2 Regulations 8, 24, 39, 40, 41, 50, 53, 64, 65 to 68 inclusive, 73 to 80 inclusive, 84, 85, 86, 87, 88, 89, 91 to 97 inclusive, 101, and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3 Share Capital

- 3.1 The authorised share capital of the Company at the date of the adoption of these Articles is £36,001,000 divided into 3,600,100,000 ordinary shares of 1p each.

4 Allotment of Shares

- 4.1 Subject to these Articles, all unissued shares of the Company (whether forming part of the original or any increased capital) shall be at the disposal of the directors, who may allot, grant options over, offer or otherwise deal with or dispose of such shares to such persons (including any directors) at such times and generally on such terms and conditions and in such manner as the directors think proper.
- 4.2 The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to allot relevant securities, and are authorised to make offers or agreements which would or might require relevant securities to be allotted after the expiry of such authority, but so that unless and until such authority is at any time and from time to time revoked, varied or renewed in accordance with section 80 of the Act:
- (a) the maximum amount of the relevant securities that may be allotted under such authority shall be £40,000,998.96 (being the amount of unissued relevant securities at the date of adoption of these Articles); and
 - (b) such authority shall expire on the fifth anniversary of the passing of the resolution for the adoption of these Articles.
- 4.3 Sub-section (1) of section 89 of the Act is hereby excluded in its application in relation to allotments of equity securities.

5 Lien

The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any person (whether solely or jointly with others) for his debts (whether currently payable or not and whether sole or joint with any other person) to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien on a share shall extend to all dividends or other moneys from time to time payable in respect of such share.

6 Transfer of shares

- 6.1 No share (or any interest therein) may be transferred or disposed of and the Directors shall not register the transfer of any share unless such transfer or disposal is made in accordance with the terms of any Relevant Agreement.

7 General Meetings

- 7.1 No business shall be transacted at any general meeting unless a quorum is present. The quorum for a general meeting shall be all shareholders present in person or by proxy or by a duly authorised representative of a corporate shareholder at commencement and throughout the whole meeting. If, within half an hour from the time appointed for a general meeting, a quorum is not present, the meeting shall be adjourned to the same day of the next week at the same time and each member shall be notified by the Company by facsimile notice or by any other form of notice in writing of the date, time and place of the adjourned meeting. If a

resolution submitted to a duly convened general meeting is not carried at that meeting, then, without prejudice to the meeting's ability to consider any other business tabled at such meeting, the meeting shall (on the written request of either shareholder or the duly authorised representative of either shareholder present at such meeting) be adjourned for 3 Business Days and then reconvened.

- 7.2 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.
- 7.3 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll, on the election of a chairman, and on a motion to adjourn the meeting.
- 7.4 The chairman of a general meeting shall not be entitled to a second or casting vote.
- 7.5 A resolution in writing executed by or on behalf of each shareholder who would have been entitled to vote on it if it had been proposed at a general meeting at which he was present shall be as effective as if it had been passed at a general meeting properly convened and held. Such a resolution shall be by means of an instrument sent to such address (if any) for the time being notified to the Company by or on behalf of the shareholder for that purpose and may consist of several instruments, each executed in such manner as the directors may approve by or on behalf of one or more of the shareholders, or a combination of both.
- 7.6 Any written resolution of the shareholders or a class of shareholders may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative.

8 Directors

- 8.1 The maximum number of directors shall be nine. The appointment and removal of directors shall be governed by the terms of any Relevant Agreement.
- 8.2 The directors shall not be required to retire by rotation and references in Table A to retirement by rotation shall be disregarded.
- 8.3 The Company shall not be subject to section 293 of the Act, and accordingly a person may be appointed as a director notwithstanding the fact that he has attained the age of seventy years or any other age, and no director shall be obliged to vacate his office by reason only of his attaining or having attained the age of seventy years or any other age.

9 Alternate Directors

- 9.1 Any director may, by giving notice in writing to the shareholder(s) who did not appoint him, appoint an alternate and may, in the same way, remove an alternate so appointed by him. An alternate shall be entitled to receive notice of all meetings of the Board and attend and vote as such at any meeting at which the director appointing him is not personally present, and generally in the absence of his appointer to do all the things which his appointer is authorised or empowered to do. A director who is also an alternate shall be entitled, in the absence of his appointer:
 - (a) to a separate vote on behalf of his appointer in addition to his own vote; and
 - (b) to be counted as part of the quorum of the Board on his own account and in respect of the director for whom he is the alternate.
- 9.2 Any notice of appointment or removal of an alternate director shall be delivered at the registered office of the Company.
- 9.3 If his appointer is absent from the United Kingdom or otherwise not available, the signature of his alternate director to any resolution in writing of the directors shall be as effective as the signature of the absent director. An alternate director shall be deemed to be a director for the

purpose of signing instruments to which the seal is affixed and Regulation 101 shall be modified accordingly.

9.4 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director.

9.5 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

9.6 Regulation 66 shall be read and construed as if there were added at the end of that Regulation the following:

"If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative but a quorum of two or more shall not be constituted by an alternate director acting alone notwithstanding that he acts as alternate for more than one director or is himself a director."

10 Delegation of Directors' Powers

10.1 The directors may delegate any of their powers or discretions to committees consisting of such directors as they shall designate. The power to delegate under this Article, being without limitation (and without prejudice to the generality of the foregoing) includes power to delegate the determination of any fee, remuneration or other benefit which may be paid or provided to any director. The scope of the power to delegate under this Article shall not be restricted by reference to or inference from any other provision of these Articles. Any such delegation may be revoked by the directors. The proceedings of any such committee shall be governed by the Articles of the Company regulating the proceedings of directors so far as they are capable of applying and otherwise any committee shall conform to any regulations which may from time to time be imposed by the directors. Regulation 72 shall be modified and construed accordingly.

11 Disqualification and Removal of Directors

11.1 Regulation 81 shall be modified:

(a) by the deletion of the words "either - (i)" to "1960, or (ii)" in paragraph (c) and the inclusion after the words "property or affairs" of the words "and the other directors pass a resolution that he has by reason of mental disorder vacated office";

(b) by the deletion of paragraph (d) and the substitution of the following:

"(d) he resigns (but in the case of a director holding any executive office, subject to the terms of any contract between him and the Company) his office by notice in writing delivered to the registered office of the Company or tendered at a meeting of the directors and the directors resolve to accept the same;" and

(c) by the deletion of paragraph (e) and the substitution of the following:

"(e) he is removed by unanimous resolution of the other directors".

12 Borrowing and Guarantee Powers

12.1 The directors may exercise all the powers of the Company to borrow money (whether or not in excess of the nominal amount of the share capital of the Company from time to time issued) in such manner and upon such terms and on such security as may seem to them to be expedient, and to mortgage or charge all or any part or parts of its undertaking, property and assets (both present and future) including its uncalled capital, and subject to compliance

with the requirements of 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.

- 12.2 The directors may exercise all the powers of the Company to give guarantees or indemnities (either with or without the Company receiving any consideration or advantage (direct or indirect) from giving any such guarantee or indemnity) and in particular (but without limiting the generality of the foregoing) may give such guarantee or indemnity for the performance of the contracts, engagements, liabilities, obligations, mortgages, charges, debentures, debenture stock and bonds of and payment of the capital or principal (together with any premium) of and dividends or interest on any stock, shares or securities of any company which is a subsidiary or holding company of the Company or a subsidiary of any such holding company or in which the Companies from time to time directly or indirectly interested.

13 Proceedings of Directors

- 13.1 Subject to the provisions of these Articles and any Relevant Agreement, 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.
- 13.2 The quorum for the transaction of business at any meeting of the directors shall be regulated by the terms of any Relevant Agreement.
- 13.3 The chairman of any meeting of the directors or of any committee of the directors shall not be *entitled to a second or casting vote and it shall be necessary to give notice of a meeting to a director who is absent from the United Kingdom. Regulation 88 shall be modified accordingly.*
- 13.4 A resolution in writing:
- (a) of the directors of which each of the directors entitled to receive notice of a meeting of directors has approved; or
 - (b) of a committee of directors of which each of the members of the committee entitled to receive notice of a meeting of such committee has approved,

either by signing the resolution (whether the resolution consists of one instrument or of several instruments in like form each signed by one or more directors or members as the case may be) or by giving to the Company notice of his approval by letter or facsimile or other device for the transmission of written matter, shall be as valid and effective for all purposes as a resolution passed at a meeting of the directors or, as the case may be, of such committee duly convened and held. A resolution signed or approved by an alternate director need not also be signed or approved by his appointor and, if it is signed or approved by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

- 13.5 For a signed resolution under Article 13.4 to be effective it shall not be necessary for it to be signed by a director who is prohibited by these Articles or by law from voting thereon.
- 13.6 A director who is in any way, whether directly or indirectly, interested in a transaction or arrangement or proposed transaction or arrangement with the Company may vote in respect of that transaction or arrangement or proposed transaction or arrangement or any matter arising out of it. If he does so vote, his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration.
- 13.7 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

14 The seal

- 14.1 If the Company has a seal, it shall only be used with the authority of the directors or a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal.
- 14.2 If the Company has a common seal the Company may also have an official seal for use abroad under the provisions of the Act, where and as the directors shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the common seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

15 Dividends

- 15.1 Regulation 104 shall be modified by the addition of the words "nominal" before the words "amounts paid up on the shares" in the first and second sentence thereof.
- 15.2 Regulation 105 shall be modified by the addition of the words "subject to the provisions of the Act" at the beginning of the Regulation.

16 Indemnity

- 16.1 Subject to the provisions of the Act every director and other officer from time to time of the Company shall be entitled to be indemnified out of the assets of the Company against all losses, costs, charges, expenses and liabilities (including without prejudice to the generality of the foregoing any such liability as is mentioned in section 310(3)(b) of the Act) which he may sustain or incur in or about the execution of his office and discharge or purported discharge of his duties or otherwise in relation thereto and whether such duties are owed to the Company or to any other person 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. This Article shall only have effect in so far as its provisions are not avoided by the said section 310.
- 16.2 The directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers or employees or auditors of the Company, or of any other body corporate which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest (whether direct or indirect) or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other body corporate or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other body corporate or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other body corporate, subsidiary undertaking or pension fund.