THE COMPANIES ACT 1985

Private Company Limited by Shares

NEW ARTICLES OF ASSOCIATION

- of -

FIELDSEC 321 LIMITED
(such name to be changed to
REFLEX 2005 LIMITED)

(adopted by Special Resolution of the Company passed 29 July 2005)

PRELIMINARY

1. (A) The Regulations contained in 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 (S.I. 1985* No 1052) and the Companies Act 1985 (Electronic Communications) Order 2000 (S.I. 2000 No. 2000 No. 3373) (such Table being hereinafter called "Table A") shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company

   (B) Regulations 3, 23, 41, 54, 64 to 69 (inclusive), 73 to 80 (inclusive), 88, 89, 96 to 98 (inclusive) and 118 of Table A shall not apply to the Company

2. (A) In these Articles where the context so admits:-

"Act"	the Companies Act 1985 including any statutory modification or re-enactment for the time being in force
"Adoption Date"	the date on which these Articles were *adopted by the Company*
"A" Non-voting Ordinary Shares"	the A Non-voting Ordinary Shares of £1 each in the capital of the Company
"Articles"	the Articles of Association of the Company
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is

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	given or deemed to be given and the day for which it is given or on which it is to take effect
"executed"	any mode of execution
"Fair Price"	the price per Share determined in accordance with Article 11
"Group"	the Company and its subsidiaries from time to time and "member of the Group" shall be construed accordingly
"holder"	in relation to any share the member whose name is entered in the register of members as the holder of the share
"Listing"	a successful application being made to London Stock Exchange Plc for all or any of the capital of ordinary shares of the Company to be admitted to the Official List or to be dealt in on the Alternative Investment Market or by any other recognised Investment Exchange as defined in the Financial Services and Markets Act 2000
"Ordinary Shares"	the Ordinary Shares of £1 each in the capital of the Company
"Sale"	the sale of any part of the ordinary share capital of the Company to any person resulting in that person together with any person acting in concert (within the meaning given in the City Code on Takeovers and Mergers as in force at the date of the adoption of these Articles) with such person holding more than 50% of the Shares and for the purposes of these Articles, the persons who are holders of the Shares at the date of adoption of these Articles shall not be deemed to be acting in concert with each other
"secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company including a joint assistant or deputy secretary
"Shares"	the Ordinary Shares and the A Non-voting Ordinary Shares
"Shareholder"	the holder of any of the Shares from time to time
"United Kingdom"	Great Britain and Northern Ireland

"Valuer"	an independent firm of chartered accountants agreed by the Retiring Member and the Company or in the absence of such agreement nominated by the President of the Institute of Chartered Accountants of England and Wales (or his equivalent from time to time)

(B) References to the singular shall include the plural and references to the masculine include a reference to the feminine and neuter and vice versa

(C) Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company

(D) Where an ordinary resolution of the Company is expressed to be required for any purpose a special or extraordinary resolution shall also be effective and where an extraordinary resolution is expressed to be required for any purpose a special resolution shall also be effective

(E) Headings are used for convenience only and shall not affect the construction of these Articles

(F) The provisions as to the interpretation of Table A contained in Regulation 1 of Table A shall apply to the interpretation of these Articles as they apply to the interpretation of Table A

3. SEAL

3.1 Regulation 6 of Table A shall be modified so as to remove the reference to the Company seal

3.2 Regulation 101 of Table A shall be modified by the insertion of the words ", if the Company has one," after the words "The seal" at the beginning of the Articles

4. SHARE CAPITAL

4.1 Authorised Share Capital

The authorised share capital of the Company at the Adoption Date is £1,500,000 divided into 1,380,000 Ordinary Shares and 120,000 A Non-voting Ordinary Shares[1]

4.2 Ordinary Shares and A Non-voting Ordinary Shares

The holders of the Ordinary Shares and A Non-voting Ordinary Shares shall have the following rights:-

4.2.1 as regards dividend:

in the event that a dividend is declared and payable in respect of the Ordinary Shares and the A Non-voting Ordinary Shares (and no dividend may be declared and paid on some but not all of the Ordinary Shares and the A Non-voting Ordinary Shares then such dividend shall be apportioned between the holders of the Ordinary Shares and the A Non-voting Ordinary Shares pro rata to their respective shareholdings;

4.2.2 as regards capital:

on a return of assets on liquidation reduction of capital Sale or Listing or otherwise then the holders of the Ordinary Shares and the A Non-voting Ordinary Shares shall rank pari passu

4.2.3 as regards voting in general meetings:-

4.2.3.1 the holders of the Ordinary Shares shall be entitled to one vote for each Ordinary Share held by that Shareholder;

4.2.3.2 the A Non-voting Ordinary Shares shall be non-voting and shall not in any circumstances entitle the holder of any A Non-voting Ordinary Share to vote on any resolution put to the members and the holders of any A Non-voting Ordinary Shares shall not be entitled to notice of or to attend any extraordinary general meeting or other meeting of the holders of the Ordinary Shares;

4.2.4 for the avoidance of all doubt the A Non-voting Ordinary Shares have no rights save for those set out in Articles 4.2.1 and 4.2.2 above

5. ALLOTMENT OF SHARES

5.1 Shares which are comprised in the authorised share capital of the Company on the Adoption Date shall be under the control of the Board of Directors who may (subject to Section 80 of the Act and to Article 5.3 below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit

5.2 All shares which are not comprised in the authorised share capital of the Company on the Adoption Date and which the Board of Directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of existing shares of the same class of shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further

offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Board of Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of this Article 5.2 shall have effect subject to Section 80 of the Act

PROVIDED THAT nothing in this Article 5.2 shall apply to the holders of A Non-voting Ordinary Shares who shall not be entitled to be offered any new shares in the event that any additional A Non-voting Ordinary Shares are proposed to be issued by the Company

5.3 The Board of Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert relevant (as defined in Section 80 of the Act) securities into shares of the Company up to the amount of the authorised share capital of the Company on the Adoption Date at any time or times during the period of five years from such date and the Board of Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting

6. REDEMPTION OF SHARES

Subject to, and in accordance with, the provisions of the Act the Company may:-

6.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the member;

6.2 purchase its own shares (including any redeemable shares)

7. CLASS RIGHTS

7.1 Whenever the capital of the Company is divided into different classes of shares, the rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, whether or not the Company is being wound up, with the consent in writing of the holders of three-fourths of the issued shares of each class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of each and every class (but not otherwise). All the provisions of these Articles and of Table A as applicable to the Company relating to General Meetings shall, mutatis mutandis, apply to every such separate General Meeting, the necessary quorum shall be two persons at least

holding or representing by proxy one-third in nominal amount of the issued shares of the class or, at any adjourned meeting of such holders, those members who are present in person or by proxy, whatever their holdings, and the holders of shares of the class shall, on a poll, have one vote in respect of every share of the class held by them respectively

7.2 The rights conferred upon the holders of the shares of any class shall not, unless otherwise expressly provided by the terms of the shares of that class, be deemed varied by the creation or issue of further shares ranking in priority to or pari passu therewith

8. PRE-EMPTION RIGHTS ON SHARE TRANSFERS

8.1 A share shall not be transferred unless it first be offered to the other members at the Fair Price. A member wishing to transfer a Share or Shares ("Retiring Member") shall give notice thereof in writing to the Company and in such notice ("Transfer Notice") he shall specify the proposed transferee (if any) and the number of Shares to be transferred ("Transfer Shares")

8.2 The Transfer Notice shall constitute the Company the Retiring Member's agent for the sale in accordance with the provisions of this Article of the Transfer Shares or Shares comprised therein at the Fair Price. A Transfer Notice may not be withdrawn except with the consent of the Directors which shall not be withheld if the Retiring Member pays all the costs reasonably incurred by the Company in connection with the Transfer Notice and the establishment of the fair price.

8.3 Within 7 days after the date ("the Determination Date") upon which the Fair Price for the Transfer Shares has been determined then unless the Retiring Member has properly withdrawn the Transfer Notice in accordance with Article 8.2 the Transfer Shares may be bought by the Company (acting by the Directors) at the Fair Price (subject to compliance with Part V of the Companies Act 1985). The Directors shall determine whether to buy the Transfer Shares and if so how many of them the Company will buy. The Directors shall then proceed to seek a purchaser or purchasers for the balance (or all) the Transfer Shares (as agent for the Retiring Member) as follows:-

8.3.1 in the case of any Ordinary Shares amongst the holders of Ordinary Shares in proportion to their respective shareholdings;

8.3.2 in the case of any A Non-voting Ordinary Shares in accordance with Article 8.4

In the case of competition amongst the other members therefor, the same shall be apportioned amongst those wishing to purchase the same as nearly as may be in proportion to their respective holdings of Ordinary Shares, but so that no member shall be required to purchase more Shares than he has expressed his willingness so to do. Any question of difficulty shall be resolved by the Directors in such manner as they think most beneficial to the Company

8.4 If any A Non-voting Ordinary Shares comprised in a Transfer Notice are not bought by the Company pursuant to Article 8.3:-

8.4.1 the directors shall as soon as practicable and in any event by no later than 14 days after the Determination Date endeavour to find a willing purchaser ("a Willing Purchaser") (who need not be an existing holder of shares in the Company as at the date of service of the relevant Transfer Notice but who is or is about to become an employee or director of the Company or any of its subsidiary or holding companies (as such terms are defined in the Act)) for such Transfer Shares;

8.4.2 within 10 days of the expiration of the said period of 14 days the directors shall, subject to Article 8.4.3 below, allocate the such Transfer Shares to any such Willing Purchaser;

8.4.3 if the Directors are unable to find a Willing Purchaser for the balance (or all) of the A Non-voting Ordinary Shares comprised in the Transfer Notice the Company shall, within 60 days of the date of the offer referred to in 8.4.1 above notify the Retiring Member of the extent to which the directors have been unable to find a Willing Purchaser for the balance (or all) of the A Non-voting Ordinary Shares comprised in the Transfer Notice and any such A Non-voting Ordinary Shares shall be offered to the holder from time to time of the majority of Ordinary Shares at the Fair Price

8.5 Subject to the Retiring Member's rights under Article 8.2 upon the Directors determining that the Company should buy the Transfer Shares or the Company finding a purchasing member or members for the balance (or all) the Transfer Shares the Company shall give notice thereof to the Retiring Member and the sale or sales shall be completed within 14 days thereafter. If the Retiring Member fails so to complete any such sale, the Directors shall nominate some person to transfer the Transfer Share or Shares comprised in such sale to the Company or the purchasing member (as the case may be) and shall receive the purchase money and all appropriate entries shall be made in the statutory books of the Company. The Retiring Member shall deliver to the Company his certificate or certificates comprising or including such Share or Shares and shall thereupon be paid the purchase money and any necessary balance certificate shall be issued to him

8.6 If within 28 days of the Directors first seeking a purchaser under Articles 8.3 and/or 8.4 no purchasing member has been found for the balance of the Transfer Share or Shares (if any) then the Directors shall give notice thereof to the Retiring Member and in such case, and also if a purchasing member has failed duly to complete his purchase, the Retiring Member may at any time within 6 months after such notice was given to him, transfer any remaining Transfer Share or Shares, to any person at any price not being less than the Fair Price

8.7 Any transfer of any interest in a Share or Shares, shall for the purpose of this Article be deemed to constitute a transfer of the Share or Shares comprised in such direction or transfer and, shall be deemed to

constitute a transfer notice comprising such Share or Shares and the foregoing provisions of this Article shall apply accordingly

9. COMPULSORY TRANSFERS

9.1 In this Article 9 "the Relevant Event" means a Shareholder:-

9.1.1 becoming bankrupt or making any arrangement or composition with his creditors generally;

9.1.2 being admitted to hospital pursuant to the Mental Health Act 1983 or having a receiver appointed by a Court over his affairs;

9.1.3 dying;

9.1.4 who holds "A" Non-voting Shares" and is a full time employee of the Company or any other member of the Group ceasing to be an employee of the Company or any other member of the Group (unless the Board of Directors resolves on or prior to the termination date that such cessation should not constitute a Relevant Event for the purposes of this Article 9)

9.2 On the happening of any Relevant Event the Shareholder in question shall be deemed immediately to have given a Transfer Notice in respect of all the Shares as shall then be registered in the name of such Shareholder and such Shares shall be transferred in accordance with the pre-emption rights set out in the Articles

9.3 If the holder(s) of 75 per cent of the Ordinary Shares in the Company (for the purposes of this Article 9.3 "the Seller") intend(s) to sell all of his holding of Ordinary Shares (or any interest in such shares) ("Sale Shares") to a proposed purchaser(s) ("the Proposed Purchaser") who has made a bona fide offer on arm's length terms for the entire issued ordinary share capital, the Seller shall have the right to give to the Company not less than 28 days' advance notice before selling the Sale Shares. That notice ("the Sale Notice") will include details of the Sale Shares and the proposed price for each Sale Share to be paid by the Proposed Purchaser details of the Proposed Purchaser the place date and time of completion of the proposed purchase being a date not less than 28 days from the date of the Sale Notice ("Completion")

9.4 Immediately upon receipt of the Sale Notice the Company shall give notice in writing (a "Compulsory Sale Notice") to each of the Shareholders (other than the Seller) (the "other Shareholders") giving the details contained in the Sale Notice requiring each of them to sell to the Proposed Purchaser at Completion all of their holdings of shares on the same terms as those contained in the Sale Notice subject to Article 9.5 below

9.5 Each Shareholder who is given a Compulsory Sale Notice shall sell all of his shares referred to in the Compulsory Sale Notice at the highest price per Sale Share to be sold to the Proposed Purchaser on Completion by the Seller and on the terms set out in the Sale Notice

9.6 If any Shareholder ("a Defaulting Shareholder") fails to comply with the terms of a Compulsory Sale Notice given to him then the Directors shall nominate some person to transfer the Sale Shares comprised in the Compulsory Sale Notice to the Proposed Purchaser on Completion and such person shall receive the purchase money on behalf of the Defaulting Shareholder. The Defaulting Shareholder shall deliver to the Company his share certificate(s) comprising the Sale Shares and upon such delivery the Defaulting Shareholder shall then be paid the purchase money

10. TAG ALONG OPTION

10.1 If the holder(s) of a majority of the Ordinary Shares in the Company for the purposes of this Article 10.1 ("the Seller") receives a bona fide offer from a third party which is not connected with the Seller ("third party") to acquire all (or a substantial majority being at least 75% of such person or persons' holdings) of his or their holding of Ordinary Shares (or any interest in such shares) the Seller shall notify the other shareholders ("the Recipients") that he wishes to accept such offer and each Recipient shall have the option ("Tag Along Option") to require the Seller to cause the third party or its nominee to make an unconditional offer to purchase all of the Recipient's shares before the Seller may accept the third party's offer. The price per share and terms upon which the Seller must cause the third party or his nominee to purchase the Recipient's shares shall be the same as those referable to the sale of the Seller's shares to that third party

10.2 The Seller will promptly notify the Recipients in writing if and when the Recipients become entitled to exercise the Tag Along Option. The Recipients may only exercise the Tag Along Option by giving written notice to the Seller prior to the expiration of a period of 14 days after the date on which they receive written notice under this clause "(Tag Along Option Period")

10.3 Upon the exercise of the Tag Along Option the Seller is bound to take all reasonable steps (including without limitation completing the sale of his own shares to the third party) to cause the Recipients' shares to be purchased by the third party or its nominee for the relevant price and on the relevant terms

10.4 If the third party or its nominee for any reason fails to buy all of the Recipients' shares at the relevant price (or at a greater price) and on relevant terms and otherwise in accordance with this Article 10 and to complete that purchase on the same date as the date for completion of the sale of the Seller's shares then the Seller may not sell or otherwise transfer any of his shares to the third party

11. FAIR PRICE

"Fair Price" means the price per share as at the date of service or deemed service of the Transfer Notice agreed between the selling shareholder and the Directors or, in the absence of such agreement, the price as at such date certified in writing by the Valuer as being in its opinion the fair value of the shares as between a willing seller and a willing buyer (with no discount to reflect

the unquoted status of the shares) provided that the Valuer, in determining the fair value of any such shares shall:-

11.1. determine the sum which a willing buyer would offer to a willing seller for the whole of the issued share capital of the Company;

11. 2 divide the resultant figure by the number of issued shares; and

11. 3 make no adjustments for any rights attaching to the shares to be transferred so that all shares (regardless of class) shall have the same value per share;

but so that they shall be no addition or subtraction of any premium or discount arising in relation to the size of the holding the subject of the relevant transfer, or in relation to any restrictions on the transferability of the shares arising only out of the provisions of these Articles and provided further that the Valuer shall take into account in relation to determining the appropriate figure for Article 11.1 above any bona fide offer from any third party to purchase any holdings the subject of a Transfer Notice

12. CALLS

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment"

13. TRANSFER OF SHARES

13.1 All transfers of shares shall be effected by instrument in writing in any usual or common form or in any other form acceptable to the Directors

13.2 The instrument of transfer shall be executed by or on behalf of the transferor and (except in the case of fully paid shares) by or on behalf of the transferee

13.3 The transferor shall be deemed to remain the holder of the shares concerned until the name of the transferee is entered in the Register of members in respect thereof

13.4 For the purpose of these Articles the renunciation or negotiation of any temporary document of title to any share shall constitute a transfer

14. GENERAL MEETINGS AND RESOLUTIONS

14.1 Every notice convening a General Meeting shall comply with the provisions of Section 372 (3) of the Act as to giving information to members in regard to their right to appoint proxies. Notices of and other communications relating to any General Meeting which any member is entitled to receive shall be sent to the Directors of the Company and to any alternate Directors. It shall not be necessary to give any notice to the auditors for the time being of the Company save in respect of the Annual General Meeting. Regulation 38 of Table A shall be varied accordingly

14.2. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; save as provided herein a quorum shall consist of two holders of Ordinary Shares each of whom is present in person or by representative or by proxy

14.3 If within half an hour from the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of members shall be dissolved; in any other case it 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 to the Directors may determine, and if, at that adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum

15. REPRESENTATIVES

Any person who is a member and who is also acting as the representative or proxy of a member or members or a person who is not a member and who is acting as the representative or proxy of two or more members or a person who is not a Director acting as an alternate Director for two or more Directors or who is a Director and who acts as an alternate Director may sign a written resolution of the members or the Directors (as the case may be) in more than one capacity, and he shall not be obliged to act in the same manner or to vote for or against such resolution in respect of each capacity in which he acts, but such a person who attends a General Meeting of the Company shall be counted once for each capacity in which he acts for the purpose of determining whether the quorum for the transaction of the business of the General Meeting exists

16. VOTES OF MEMBERS

16.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares on a show of hands every holder of Ordinary Shares present in person or by representative (if a corporation) shall have one vote and on a poll every member present in person by representative (if a corporation) or by proxy shall have one vote for each Ordinary Share of which he is the holder Provided that in the case of a corporation a director or secretary thereof shall be deemed to be a duly authorised representative of such member

16.2 An instrument appointing a proxy in any common or usual form or in such other form as the Board of Directors may approve may be used in connection with any General Meeting of the Company

17. DIRECTORS

Unless and until otherwise determined by the Company in General Meeting the number of Directors shall not be subject to any maximum but shall be not less than two

18. ALTERNATE DIRECTORS

18.1 Each Director shall have the power at any time to appoint as an alternate Director either another Director or any other person approved for that purpose

by a resolution of the Directors, and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and (subject to any approval required) shall (unless the Board of Directors agrees otherwise) only take effect upon receipt of such written appointment or removal at the registered office of the Company. The appointment of an alternate Director shall automatically determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor shall cease for any reason to be a Director otherwise than by retiring and being re-appointed at the same meeting

18.2 An alternate Director shall not be entitled as such to receive any remuneration from the Company 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, but otherwise be subject to the provisions of these Articles with respect to Directors. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor

18.3 An alternate Director shall be entitled to receive notices of all meetings of the Board of Directors and of any committee of Directors of which his appointor is a member and to attend and to vote as a Director at any such meeting at which his appointor is not personally present (including the right to a casting vote in the event of his acting as alternate for the Chairman) and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of his appointor and to receive notice of all General Meetings. A Director or any other person may act as alternate Director to represent more than one Director and an alternate Director shall be entitled at meetings of the Board of Directors or at any committee of Directors to the number of votes to which every Director whom he represents would be entitled in addition to his own vote (if any) as a Director but shall not count for more than one Director for the purposes of a quorum at any Directors' meeting

18.4 An alternate Director shall not require a share qualification but shall nevertheless be entitled to attend and speak at any General Meeting of the Company if his appointor is not present

19. INTEREST OF DIRECTORS

A Director (including an alternate Director) who has duly declared his interest therein may, notwithstanding his interest, vote in respect of any contract or arrangement with the Company in which he is interested, directly or indirectly, and be taken into account for the purpose of deciding whether a quorum is present and may retain for his own absolute use and benefit all profits and advantages accruing to him. Regulations 94 and 95 of Table A shall be modified accordingly

20. POWERS OF DIRECTORS

In addition to and without prejudice to the generality of the powers conferred by Regulation 70 of Table A the Directors may exercise all the powers of the Company to borrow and to mortgage or charge all the undertaking and property of the Company including the uncalled capital or any part of it, 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

21. APPOINTMENT AND RETIREMENT OF DIRECTORS

21.1 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director

21.2 The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors for the time being in force.

21.3 Any person may be appointed or elected as a Director whatever his age and no Director shall be required to vacate his office by reason of his age or having obtained the age of seventy years or any other age

22. PROCEEDINGS OF DIRECTORS

22.1 Subject to Article 22.3 the Directors may meet together for the despatch of business as they think fit. The quorum for a meeting of Directors or of a committee of Directors shall (save in the case of a committee comprising one Director only in which case the quorum shall be one) throughout the meeting be at least two Directors (or their alternate Directors)

22.2 A Director may, and the secretary on the requisition of a Director shall, at any time summon a meeting of the Directors

22.3 At least seven days' previous notice in writing shall be given of every meeting of Directors or of a committee of Directors unless either all of the Directors or all of the members consent in writing (which includes consent given by facsimile or any other legible form) to the holding of a meeting on shorter notice. Such notice shall be given to all Directors and also to all alternate Directors and shall set forth the business to be discussed at such meeting and the meeting shall not be competent to deal with any business not referred to in such notice

22.4 If within half an hour from the time appointed for the meeting of Directors or of a committee of Directors 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 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 the Directors present or their alternates shall be a quorum

22.5 Save as herein otherwise provided questions arising at any meeting of the Board of Directors or of a committee of Directors shall be decided by a majority of votes provided that in the case of an equality of votes the Chairman of the meeting of Directors or of a committee of Directors shall have a second or casting vote

22.6 A resolution in writing signed by all the Directors or their respective alternates shall be as effective for all purposes as a resolution passed at a meeting of the Board of Directors duly convened and held and may consist of several documents in like form each signed by one or more of the Directors and may be in the form of a telex, facsimile or any other legible form sent by any other similar method of transmission and unless the contrary shall be proved it shall be deemed to be duly and validly signed by the person purporting to sign the same and whose name appears in the text as the person signing the same

22.7 The Board of Directors may delegate any of the powers vested in it to a committee or committees. Any committee so formed shall, in the exercise or any powers delegated to it, conform to any regulations that may be imposed upon it by the Board of Directors

22.8 It shall be necessary to give notice of a meeting of the Board of Directors or of a committee of the Directors to any Director who is absent from the United Kingdom

22.9 All or any of the Directors or any committee thereof may participate in a meeting of the Directors or that committee by means of a conference telephone or any communication equipment which allows all persons participating in the meeting to hear and be heard by each other. Any person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the Chairman of the meeting is then present

23. DISQUALIFICATION OF DIRECTORS

Regulation 81 of Table A as applicable to the Company shall be construed with the addition to paragraph (e) thereof of the words "unless he shall have appointed an alternate Director who has not been similarly absent during such period"

24. INDEMNITY

24.1 Every Director or other officer 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 or his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act

24.2 The Directors shall have power to purchase and maintain for any Director or other officer of the Company insurance against any such

liability as is referred to in Section 310(1) of the Act pursuant to the provisions of Section 310(3) of the Act