5619044

THURSDAY

The Companies Act 1985 to 2006

Company Limited by Shares

Written Resolutions

of

FIT-FUR-LIFE LIMITED

(passed on 22 September 2007)

I, being the sole member of the Company entitled to attend and vote at a general meeting of the Company, hereby pass the following resolutions in writing (each such resolution to have effect as a special resolution) pursuant to section 381A Companies Act 1985 (as amended).

SPECIAL RESOLUTIONS

THAT·

(1) the authorised share capital of the Company being £1,000 ordinary shares of £1.00 each is hereby sub-divided into 100,000 Ordinary Shares of £0 01 each in the capital of the Company ("Ordinary Shares") and the 10,000 Ordinary Shares registered in the name of Samantha Jane French and 39,000 unissued Ordinary Shares of the Company be converted into and re-designated as "A" Ordinary Shares of £0 01 each in the capital of the Company (the "A Ordinary Shares") and, 49,000 Ordinary Shares as 'B' Ordinary Shares of £0 01 each in the capital of the Company (the " B Ordinary Shares") and 2,000 Ordinary Shares as 'C' Ordinary Shares of £0 01 each in the capital of the Company (the "C Ordinary Shares") The 'A' Ordinary Shares, the 'B' Ordinary Shares and the 'C' Ordinary Shares shall have respectively the rights and restrictions set out in the new Articles of Association of the Company to be adopted pursuant to paragraph (2) of this Resolution,

(2) the Regulations contained in the printed document submitted to this Meeting and for the purpose of identification signed by the Chairman be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all the existing Articles of Association of the Company, and

(3) in accordance with Section 80 of the Companies Act 1985 the Directors be and are hereby generally and unconditionally authorised, for the period commencing on and with effect from the date of adoption of this Resolution and expiring on the fifth anniversary of such date, to exercise all the powers of the Company to allot the B Ordinary Shares and C Ordinary Shares up to a nominal value of £ and £ respectively and the provisions of Section 89 of the Companies Act 1985 shall not apply to any shares allotted pursuant to such authority.

Signed .....

SAMANTHA JANE FRENCH

Dated 22nd September 2007

[illegible]

[illegible] ANTHA JAMES FRITNCH

Date: September [illegible] 2001

HK: 20.09.2007

THE COMPANIES ACT 1985 to 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

FIT-FUR-LIFE LIMITED.

(Adopted by written resolution made on [ ]September 2007) 22

Preliminary

1 The regulations contained in Table A in The Companies (Tables A to F) Regulations 1985 (as amended so as to affect companies first registered on the date of the adoption of these articles) shall, except as provided in these articles and so far as not excluded by or inconsistent with the provisions of these articles, apply to the Company to the exclusion of all other regulations or articles of association References in these articles to an article or to the corresponding article herein and references to regulations are to regulations in the said Table A unless otherwise stated

Private Company

2 The Company is a private company limited by shares and accordingly, any invitation to the public to subscribe for any shares or debentures of the Company is prohibited

Share Capital

3 The share capital of the Company is £100,000 divided into 49,000 A Ordinary Shares of £0 01 each, 49,000 B Ordinary Shares of £0 01 each and 2,000 C Ordinary Shares of £ 0 01 each The said shares shall carry the respective rights and be subject to the restrictions expressly provided in these articles.

4 Except as set out in these Articles, the A Ordinary Shares, the B Ordinary Shares and the C Ordinary Shares shall rank pari passu in all respects but shall constitute separate classes of shares

Issue and Purchase of Shares

5 Subject to Section 80 of the Companies Act 1985, all unissued shares shall be at the disposal of the directors and Section 89(1) of the Companies Act 1985 shall not apply After the first issue of shares made by the directors, no share of any class shall be issued without the consent in writing of the holders of more than 51% of the B Ordinary Shares

6. Except with the consent in writing of the holders of more than 51% of the B Ordinary Share, the powers conferred by Regulations 3 and 35 shall be exercised only in such a manner as to maintain the proportions specified in Article 3 above Regulations 3 and 35 shall be modified accordingly

Transfer of Shares

7. Subject to the provisions of Regulation 24, any share may at any time be transferred

   7 1 to a member holding shares of the same class,

   7.2 by any corporate member to a company which has acquired in connection with a scheme of amalgamation or reconstruction the whole or the main part of the undertaking and assets of such member or to a member of the same group, or

   7 3 to any person with the consent in writing of all other members of the Company

8 If, while it holds shares in the Company, a transferee ceases to be a member of the same group as the transferor from which (whether directly or by a series of transfers under Article 7 1 or 7.2) the relevant shares were derived, it shall be the duty of the transferee to notify all the other members in writing that such event has occurred and the transferee shall be bound (except as all the other members may in writing otherwise determine) to transfer the relevant shares to the transferor or a member of the same group as the transferor, any such transfer being deemed to be authorised under the preceding provisions of this article, but subject to the provisions of Regulation 24

9 For the purposes of Articles 10, 11,12 and 13

   9 1 a reference to a "company" includes any body corporate,

   9.2 "member of the same group" means, in relation to any company, a company which is for the time being a holding company of that company or a subsidiary of that company or a subsidiary of any such holding company (as such terms are defined in the Companies Act 1985),

   9 3 "transferor" means a member which has transferred or proposes to transfer shares to a member of the same group,

   9 4 "transferee" means a company for the time being holding shares in consequence (directly or indirectly) of a transfer or series of transfers of shares between members of the same group (the relevant transferor in the case of a series of such transfers being the first transferor in such series),

   9 5 "relevant shares" means and includes (so far as the same remain for the time being held by any person being the holder thereof on the adoption of these articles or by any person in consequence of a transfer or series of transfers of shares to such person pursuant to Article 6) the shares originally held by or transferred to such person and any additional shares issued to such person by way of capitalisation or acquired by such person in exercise of any right or option granted or arising by virtue of the holding of the relevant shares or any of them or the membership thereby conferred

10. Except in the case of a transfer expressly authorised by Article 6 or made in accordance with the procedure set out in Article 11, no transfer of a share shall be registered without the sanction of an effective resolution of the directors and if such sanction is not given or refused within one calendar month after the transfer is lodged for registration the sanction shall be deemed to have been refused at the expiration of such period and the transferee shall be notified accordingly

11 Except in the case of a transfer of shares expressly authorised by Article 6 (a "**Permitted Transfer**"), the right to transfer shares or to dispose of any shares or any interest in shares shall be subject to the following restrictions

11 1 Before transferring or disposing of any shares or any interest in any shares the person proposing to transfer or dispose of such shares (the "**Proposing Transferor**") shall give a notice in writing (a "**Transfer Notice**") to the Company that they desire to transfer such shares The Transfer Notice shall constitute the Company his agent for the sale of the whole of the shares registered in the name of the Proposing Transferor (together with all rights then attaching to such shares) at the Prescribed Price (determined in the manner set out in Article 10 2) during the Prescribed Period (determined in accordance with Article 10 3) to any member or other person approved by the directors and shall not be revocable except with the consent of the directors

11 2 If not more than one month before the date on which the Transfer Notice was given the proposing transferor and the directors shall have agreed a price per share as representing the fair value thereof or as being acceptable to the Proposing Transferor then such price shall be the "**Prescribed Price**" (subject to the deduction of any dividend or other distribution declared or made after such agreement and prior to the said date) Otherwise, upon the giving of the Transfer Notice, the directors shall request the Company's auditors to determine and certify the sum per share considered by them to be the fair value thereof as at the said date and the sum per share so determined and certified shall be the Prescribed Price The Company shall pay the costs of auditors in carrying out such work and the auditors shall act as experts and not as arbitrators, as their determination shall be final and binding on all persons concerned and, in the absence of fraud, the auditors shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by the auditors in connection with the determination of the Prescribed Price.

11 3 If the Prescribed Price is agreed between the Proposing Transferor and the directors in the manner set out in Article 10 2, the "**Prescribed Period**" shall commence on the date on which the Transfer Notice was served and expire three months thereafter If the Prescribed Price was not so agreed, the Prescribed Period shall commence on such date and expire three months after the date on which the auditors shall have notified the directors of their determination of the Prescribed Price The directors shall not offer the Proposing Transferor's shares for sale until they have received notice of such determination from the auditors

11 4 All shares included in any Transfer Notice shall be offered by the Company to all members holding shares of the same class (other than the member to whose shares the Transfer Notice relates or any member who has given a Transfer Notice in respect of any shares or who is bound to give a Transfer Notice in respect of any or who is bound to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on terms that in case of competition the shares so offered shall (in accordance with but subject to the provisions of the next following article) be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to a member beyond that applied for by him) to their existing holdings of shares of the same class Such offer shall be made in writing and shall prescribe a time, not being less than 21 days, within which it must be accepted

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

11 5 Any shares not so accepted shall be offered by the directors to all those members of the Company who did not receive a notice in accordance with Article 11 4 (other than the member to whose shares the Transfer Notice relates or any member who has given a Transfer Notice in respect of any shares or who is bound to give a Transfer Notice in respect of his shares or any of them) and to such other persons as may be approved by the directors or directed by the Proposing Transferor for purchase at the Prescribed Price in the same manner (mutatis mutandis) as set out in Article 11 4

11.6 If the Company shall, give notice to the Proposing Transferor informing him that it has, within the Prescribed Period, found members or other persons approved by the directors ("**Purchasers**") willing to purchase the shares concerned or any of them the Proposing Transferor shall be bound, upon payment of the Prescribed Price, to transfer such shares to the respective Purchasers Every such notice shall state the name and address of the Purchaser and the number of shares agreed to be purchased by him The purchase shall be completed at a place and time to be appointed by the directors not being less than three days nor more than 10 days after the date of such notice provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the shares concerned, this paragraph shall not apply unless the Company shall have found Purchasers for the whole of such shares

11 7 If the proposing Transferor shall fail or refuse to transfer any shares to a Purchaser hereunder the directors may authorise some person to execute and deliver on his behalf the necessary transfer form and the Company may receive the purchase money in trust for the proposing transferor and cause the Purchaser to be registered as the holder of such shares The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall not be bound to see to the application thereof) and after the Purchaser has been registered in accordance with this article the validity of such registration on the procedure followed prior to such registration shall not be questioned by any person

11 8 If the Company shall not within the Prescribed Period find Purchasers willing to purchase all the shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding Purchasers of shares, or any of them, the Proposing Transferor may, at any time up to the expiration of two months after the end of the Prescribed Period, be at liberty (subject to the provisions of Regulation 24) to transfer those shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person on a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the proposing transferor) provided that

11 8 1 if the Transfer Notice shall state that the proposing transferor is not willing to transfer part only the shares concerned he shall not be entitled hereunder to transfer any of such shares unless in aggregate the whole of such shares are so transferred, and

11 8 2 the directors shall require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration

stated in the transfer without any deduction, rebate or allowance whatsoever to the Purchaser and otherwise on terms which are not more favourable to the Purchaser than those which would have applied had the offer made pursuant to Article 11 4 or 11 5 been accepted and, if the directors are not so satisfied, they shall refuse to register the instrument of transfer

12 No share and no interest in any share shall be held by any member as a bare nominee for or sold or disposed of to any person unless a transfer of such share to such person would rank as a Permitted Transfer In the event of any breach of this article, or if the holder of any share shall die or, being an employee of the Company or of its subsidiary, cease to be so employed then the holder of such share shall be bound to give a Transfer Notice in respect thereof

13 For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the directors shall require any member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as may be necessary to satisfy the directors of such matters.

14 In any case where the directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any such shares shall have been lodged) be deemed to have been given on such date after the expiration of the said period as the directors may be resolution determine and the provisions of these articles relating to Transfer Notices shall take effect accordingly

Drag Along Rights

15 1 If the holders of at least 51% of the B Ordinary Shares in issue for the time being ("**Selling Shareholders**") wish to transfer all of their interest in Shares ("**Sellers' Shares**") to a bona fide arm's length purchaser ("**Proposed Buyer**"), the Selling Shareholders may require all the other Shareholders ("**Called Shareholders**") to sell and transfer all their shares to the Proposed Buyer (or as the Proposed Buyer) directs in accordance with the provisions of this Article ("**Drag Along Option**")

15.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect ("**Drag Along Notice**") at any time before the transfer of the Sellers' Shares to the Proposed Buyer The Drag Along Notice shall specify that

(a) the Called Shareholders are required to transfer all their equity shares ("**Called Shares**") pursuant to this Article,

(b) the person to whom the Called Shares are to be transferred,

(c) the consideration payable for the Called Shares calculated in accordance with Article 15 4, and

(d) the proposed date of the transfer

15 3 Once issued, a Drag Along Notice shall be irrevocable However, a Drag Along Notice shall lapse if, for any reason, the Selling Shareholders have not sold the Sellers' Shares

to the Proposed Buyer within 30 Business Days of serving the Drag Along Notice The Selling Shareholders may serve further Drag Along Notices following the lapse of any particular Drag Along Notice

15 4 The Called Shareholders shall sell each Called Share for the amount that they would be entitled to receive if the total consideration proposed to be paid by the third party purchaser were distributed to the holders of the Called Shares and the Sellers' Shares in accordance with the provisions of Article 37

15 5 No Drag Along Notice shall require a Called Shareholder to agree to any terms except those specifically set out in this Article 15

15 6 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless·

(a) all of the Called Shareholders and the Selling Shareholders agree otherwise; or

(b) that date is less than 30 Business Days after the Drag Along Notice, in which case completion of the sale shall be delayed until a date being not less than 30 Business Days after delivery of the Drag Along Notice

15 7 Within 21 Business Days of the Proposed Buyer serving a Drag Along Notice on the Called Shareholders, the Called Shareholders shall deliver stock transfer forms for the Called Shares, together with the relevant share certificate (or a suitable indemnity for any lost share certificate) to the Company Within three Business Days of completion of the sale of the Called Shares, the Company shall pay the Called Shareholders, on behalf of the Proposed Buyer, the amounts they are due pursuant to Article 15 4 to the extent that the Proposed Buyer has put the Company in the requisite funds The Company's receipt for the price shall be a good discharge to the Proposed Buyer The Company shall hold the amounts due to the Called Shareholders pursuant to Article 15 4 in trust for the Called Shareholders without any obligation to pay interest

15 8 To the extent that completion of the sale of the Called Shares has not taken place within 45 days of the date of service of the relevant Drag Along Notice, the Called Shareholders shall be entitled to the return of the stock transfer form and share certificate (or suitable indemnity) for the relevant Called Shares and the Called Shareholders shall have no further rights or obligations under this Article 15 in respect of their Shares

15 9 If any Called Shareholder does not, on completion of the sale of the Called Shares, execute a transfer in respect of all of the Called Shares held by it, the defaulting Called Shareholder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be their agent and attorney to execute all necessary transfers on his behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, and to deliver such transfers to the Proposed Buyer (or as the Proposed Buyer may direct) After the Proposed Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person Failure to produce a share certificate shall not impede the registration of shares under this Article

15 10 Following the issue of a Drag Along Notice, on any person becoming a Shareholder of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company, or on the conversion of any convertible security of the Company (a **New**

Shareholder), a Drag Along Notice shall be deemed to have been served on the New Shareholder on the same terms as the previous Drag Along Notice The New Shareholder shall then be bound to sell and transfer all Shares acquired by it to the Proposed Buyer (or as the Proposed Buyer may direct) and the provisions of this Article 15 shall apply with the necessary changes to the New Shareholder, except that completion of the sale of the Shares shall take place immediately on the Drag Along Notice being deemed served on the New Shareholder

Proceedings at General Meetings

16 Save as otherwise provided in these articles, the quorum at any general meeting shall be two members present in person or by proxy including one person being or representing a holder of any of the A Ordinary Shares and one person being or representing a holder of any of the B Ordinary Shares Regulation 40 shall be modified accordingly

17 If at any adjourned meeting such a quorum is not present within 10 minutes from the time appointed for the meeting (or such longer interval as the chairman of the meeting may think fit to allow) the meeting shall be dissolved except that, if a meeting to consider a resolution or resolutions for the winding up of the Company and the appointment of a liquidator be adjourned for want of a quorum and if at such adjourned meeting such a quorum is not present within five minutes from the time appointed for the adjourned meeting, any one or more members present considering and if thought fit passing such resolution or resolutions (but no other business) may be validly passed Regulation 41 shall be extended accordingly

18 The chairman at any general meeting shall not be entitled to a second or casting vote Regulation 50 shall not apply

19 In the case of a corporation a resolution in writing may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative Regulation 53 shall be extended accordingly.

Votes of Members

20 On a show of hands every member who is present in person, or where a member is a corporation, present by a duly authorised representative, shall have one vote, and on a poll every member who is present in person or by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder provided that

20 1 no shares of either class shall confer any right to vote upon a resolution for the removal from office of a director appointed or deemed to have been appointed by holders of shares of the other class, and

20 2 if at any meeting any holder of shares is not present in person or by proxy the votes exercisable on a poll in respect of the shares or the same class held by any member present in person or by proxy shall be increased pro tanto (fractions of a vote by any member being permitted) so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the shares of that class if all the holders thereof were present. Regulation 54 shall not apply

21. An instrument appointing a proxy (and, where it is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy thereof) must either be delivered at such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting (or, if no place is so specified, at the registered office) at least one hour before the time appointed for holding the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used or be delivered to the secretary (or the chairman of the meeting) on the day and at the place of, but in any event before the time appointed for holding, the meeting or adjourned meeting or poll An instrument of proxy shall not be treated as valid until such delivery shall have been effected Regulation 62 shall not apply

Number of Directors

22. The maximum number of Directors shall be three or such other number as the Company may from time to time by ordinary resolution determine The first Directors shall consist of one person who shall be designated as an A Director (and shall be deemed to have been appointed under Article 26 by the holders of the A Shares) and one person who shall be designated as an Investor Director (and shall be deemed to have been appointed under Article 26 by the holders of the B Shares) Regulation 64 shall not apply

Alternate Directors

23 The holders of a majority of any one class of shares may at any time appoint any person (including another director) to be the alternate director for any director of the relevant class and may at any time terminate such appointment Any such appointment or termination of appointment shall be effected in like manner as provided in Article 26 hereof The same person may be appointed as the alternate director of more than one director Regulations 65 to 68 shall not apply

24 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 the director for whom he is the alternate ceases to be a director

25 An alternate director shall be entitled to receive notices of all meetings of the directors and of all committees of directors of which the director of whom he is the alternate is a member to attend and vote and be counted in the quorum at any such meeting at which the director of whom he is the alternate is not personally present and generally to perform all the functions of the director of whom he is the alternate in his absence and the provisions of these articles shall apply as if he were a director of the relevant class If he 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

Appointment and Removal of Directors

26 The holder of the A Shares may from time to time appoint one person to be a director, and the holders of the B Shares may from time to time appoint one person to be directors In these articles the expression A Director and B Director respectively designate directors according to the class of shares holders of a majority of which have appointed or are deemed to have appointed them The directors shall not be subject to retirement by rotation Regulations 73 to 80 (inclusive) shall not apply

27 The office of a director shall be vacated in any of the events specified in Regulation 81 and also if he shall be removed from office by the holders of the class of shares which appointed that director or shall in writing offer to resign and the directors shall resolve to accept such offer

28. Any such appointment or removal by the holders of the relevant class of shares shall be in writing served on the Company and signed by the holders of the issued A Shares or B Shares (as the case may be). In the case of a corporation such document may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

Remuneration of Directors

29 Any director who serves on any committee, or who otherwise performs services which in the opinion of the directors are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, commission or otherwise as the directors may determine Regulation 82 shall be extended accordingly

30 Unless otherwise agreed in writing, in any particular case, by an A Director and a B Director, meetings of the board of directors shall be convened on not less than five clear days notice Any notice convening a meeting of the directors shall be in writing and shall be sent to each direct except a director who is absent from the United Kingdom and has failed to appoint an alternative director or provide an address outside the United Kingdom (including a facsimile number) to which such notices may be sent Regulation 88 of Table A shall be modified accordingly

Proceedings of Directors

31 The quorum at a meeting of directors shall be two of which one shall be the Investor Director, provided that, if within half an hour of the time appointed for the holding of any meeting of the directors, either an Investor Director or another Director shall not be present the directors present shall resolve to adjourn that meeting to a specified place and time (which shall not be earlier than three nor later than seven days after the date originally fixed for the meeting) At such adjourned meeting the quorum necessary for the transaction of the business of the directors shall be an Investor Director and any other Director An alternate director shall be counted in the quorum in the same capacity as his appointor but so that not less than two individuals will constitute the quorum Regulation 89 shall not apply

32. No director shall be appointed otherwise than as provided in these articles Regulation 90 shall be modified accordingly

33 All or any of the directors 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 each other A 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 and accordingly, a meeting of the directors may be held where each of those present or deemed to be present is in communication with the others only by telephone or other communication equipment as aforesaid. A meeting where those present or deemed to be present are in different locations 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 then is

34. The Chairman of any meeting of the directors or of any committee of the directors shall not have a second or casting vote. Regulation 88 of Table A shall be modified accordingly

Restrictions on voting and Directors' Interests

35 A Director may vote at a Board meeting, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts (or may conflict) with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors The provisions of Regulation 86 of Table A shall apply equally to any disclosure to be made under the provisions of this Article 32

36 Where proposals are under consideration concerning the appointment (including fixing or varying the terms of appointment) of two or more directors to offices or employments with the Company or any body corporate in which the Company is interested, the proposals may be divided and considered in relation to each director separately and in such case each of the directors concerned shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment

Capitalisation of the Profits and Reserves

37 The directors may, with the sanction of a special resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including share premium account and capital redemption reserve) or any sum standing to the credit of profit and loss account by appropriating such sum to the holders of the A Shares, the B Shares and the C Shares in the proportions in which such sum would have been divisible amongst them had the same been a distribution of profits by way of dividend and

37 1 on behalf of the holders of A Shares, applying that part of such sum distributable amongst them in paying up in full unissued A Shares for allotment and distribution credited as fully paid up to and amongst them,

37 2 on behalf of the holders of B Shares, applying that part of such sum distributable amongst them in paying up in full unissued B Shares for allotment and distribution credited as fully paid up to an amongst them, and

37 3 on behalf of the holders of C Shares, applying that part of such sum distributable amongst them in paying up in full unissued C Shares for allotment and distribution credited as fully paid up to an amongst themin the proportion aforesaid

38. The directors may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the directors to make such provisions as they think fit for the case of shares becoming distributable in fractions (including provisions whereby the benefit of fractional entitlement accrues to the Company rather than to the members concerned) The directors may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental thereto and any agreement made under such authority shall be effective and binding on all concerned Regulation 110 shall not apply

Indemnity

39. Without prejudice to the provisions of Regulation 87, the directors shall have the power to maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company, any holding company of the Company or any other company in which the Company has any interest, or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any such company are interested.

40 Insofar as permitted under the Act and subject to the provisions of this Article, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities which he may sustain or incur in or about the execution of his duties of his office or otherwise in relation thereto, in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company save that a Director of the Company shall not be entitled to be indemnified against any costs, charges, losses expenses or liabilities incurred

(a) to the Company or an associated company,

(b) to pay a fine imposed in criminal proceedings;

(c) to pay a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature, however arising;

(d) in defending any criminal proceedings in which he is convicted,

(e) in defending any civil proceedings brought by the Company or an associated company in which judgment is given against him,

(f) in connection with an application under section 144(3) or (4) of the Act in which the court refuses to grant him relief, or

(g) in connection with an application under section 727 of the Act in which the court refuses to grant him relief

41 In accordance with section 310 of the Act every person employed as an auditor of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred in defending proceedings (whether civil or criminal) in which judgment is given in his favour or he is acquitted, or in connection with any application under section 727 of the Act in accordance with section 310 of the Act

42 No Officer of the Company other than a Directorshall 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

43 The Company shall have power to purchase and maintain for any director or officer of the Company or any associated company (as defined in section 309A(6) of the Act) insurance against any liability referred to in section 309A(1) of the Act

44 The Company shall have power to purchase and maintain for an auditor of the Company or any associated company (as defined in section 309A(6) of the Act) insurance against any liability referred to in section 310(1) of the Act

[illegible]

[illegible]

(a) [illegible]

(b) [illegible]

(c) [illegible]

(d) [illegible]

(e) [illegible]

(f) [illegible]

(g) [illegible]

(h) [illegible]

[illegible]

[illegible]

[illegible]

[illegible]