

Company Number: 06031020

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COMPANIES HOUSE

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS OF

RAW POWER MANAGEMENT LIMITED

PURSUANT TO S381A OF THE COMPANIES ACT 1985

Dated: 23 March 2007

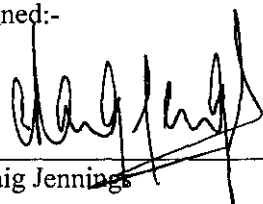
WRITTEN RESOLUTIONS


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

SPECIAL RESOLUTIONS

1. THAT the Company adopt new Articles of Association in the form attached to this Written Resolution and initialled by a Director for the purposes of identification with immediate effect.
2. THAT the 1 issued ordinary share of nominal value of £1.00 in the capital of the Company currently registered in the name of Craig Jennings and 499 of the authorised but unissued ordinary shares of nominal value of £1.00 each in the capital of the Company be re-designated as 500 A Ordinary Shares each having the rights and obligations set out in the new Articles of Association of the Company.
3. THAT the 1 issued ordinary share of nominal value of £1.00 in the capital of the Company currently registered in the name of Rod Smallwood and 499 of the authorised but unissued ordinary shares of nominal value of £1.00 each in the capital of the Company be re-designated as 500 B Ordinary Shares each having the rights and obligations set out in the new Articles of Association of the Company.

Signed:-


Craig Jennings


Rod Smallwood

Note: to be filed within 15 days after the passing of the Written Resolution

Company No: 06031020

Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

-of-

RAW POWER MANAGEMENT LIMITED
(Adopted by Special Resolution dated 23rd March 2007)



1. Preliminary

- 1.1 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 ("**Table A**") shall apply to the Company and shall be the Articles of Association of the Company save in so far as they are excluded or varied by these Articles.

1.2 In these Articles:

"the Act"	means the Companies Act 1985 (as amended);
"A Director"	means any Director appointed by any A Shareholder pursuant to Article 11.1;
"Article"	means an Article contained in these Articles;
"A Shareholder"	means the holder for the time being of any A Shares;
"A Shares"	means A Ordinary Shares of nominal value of £1.00 each in the capital of the Company having the rights set out in Article 3.2;
"B Director"	means a Director appointed by the B Shareholders pursuant to Article 11.2;
"Board"	means the board of Directors of the Company from time to time;
"B Shareholder"	means the holder for the time being of any B Shares;

"B Shares"	means B Ordinary Shares of nominal value of £1.00 each in the capital of the Company having the rights set out in Article 3.2;
"Business Day"	means any day other than a Saturday or Sunday on which clearing banks are open for business in the City of London;
"Directors"	means the directors for the time being of the Company;
"Family Trusts"	means in relation to any member being an individual, a settlement of the relevant member under which no one other than the relevant member, their spouse, children (including adopted children) and any descendant (including any not yet born) of any such children is entitled to a beneficial interest;
"members"	means all those persons registered as the holders of any Share in the Company's register of members from time to time and the term " member " shall be construed accordingly;
"Member of the same Group"	means as regards any company, a company which is for the time being a holding company or a subsidiary of that company or a subsidiary of any such holding company;
"Permitted Transfer"	means a transfer of Shares permitted by Article 7;
"Prescribed Period"	shall have the meaning given to that phrase in Article 8.3.4;
"Prescribed Price"	shall have the meaning given to that phrase in Article 8.3.3;
"Privileged Relation"	means and includes in relation to a member the spouse and children (including any adopted children) of such member and any descendant of any such children and any trustees of a Family Trust;
"Proposing Transferor"	shall have the meaning given to that phrase in Article 8.3;

"Purchaser"	shall have the meaning given to that phrase in Article 8.6;
"Purchase Notice"	shall have the meaning given to that phrase in Article 8.6;
"Regulation"	means a regulation in Table A;
"Sale Shares"	shall have the meaning given to that phrase in Article 8.3;
"Section"	means a section of the Act;
"Share"	means any share in the capital of the Company of whatever class from time to time; and
"Transfer Notice"	shall have the meaning given to that phrase in Article 8.3.

1.1 In Regulation 1 "execution" includes both signature under hand and execution under seal.

1.2 Regulations 24, 30, 40, 41, 50, 64, 73 to 80, 89 and 94 to 98 shall not apply to the Company.

2. Private Company

2.1 The Company is a private company.

3. Shares

3.1 The Company's authorised share capital is £1,000 divided into 500 A Shares of nominal value of £1.00 each and 500 B Shares of nominal value of £1.00 each.

3.2 The A and B Shares are different classes of shares and shall entitle the holders of such Shares to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these Articles, but save as otherwise provided in these Articles the A and B Shares shall rank *pari passu* in all respects.

3.3 Subject to the provisions of these Articles, the Act and any written agreement between the Company and each of its members, the Directors have general and unconditional authority to offer, allot (with or without conferring rights of renunciation), grant options over, or otherwise deal with or dispose of any unissued Shares of the Company (whether forming part of the original or any increased share capital) to such persons, at such times and on such terms and conditions as the Directors may decide but no Share may be issued at a discount.

3.4 If the Directors want to issue any new Shares, they must first offer such Shares to the members of the Company in proportion (as far as possible) to the number of Shares currently held by them. The offer shall be made in a notice sent by the Directors to the members which shall give details of the number of Shares offered and giving a deadline before which the members must accept the offer. The deadline must be more than 14 days after the day the notice was sent to the members. After the deadline, the members who have not responded to the offer will be deemed to have refused it and any Shares which have not been accepted by members will be offered to the members who accepted the original offer in proportion to their current shareholdings. This offer will be made in the same manner as the original offer. Subject to the terms of any written agreement between all of the members of the Company and the Company itself the members may pass a special resolution to disapply this Article 3.4 in respect of any issue of Shares.

3.5 Any Shares which:

3.5.1 have not been accepted by any members after being offered under Article 3.4; or

3.5.2 could not be offered under Article 3.4 without being offered in fractions; or

3.5.3 are not subject to Article 3.4 because a special resolution has been passed to disapply the Article

may be allotted in accordance with the powers given to the Directors by Article 3.3. However, the Directors may not deal with the Shares on terms which are more favorable than the terms on which the Shares were originally offered to the members.

3.6 Articles 3.4 and 3.5 are subject to Section 80. Sections 89(1) and 90(1) to (6) inclusive) shall not apply to the Company.

4. Lien

4.1 In Regulation 8, the words "(not being a fully paid share)" shall be replaced with the words "(whether fully paid or not)".

4.2 The Company shall have a first and paramount lien on all Shares (whether fully paid or not) registered in the name of any person who is indebted to, or is in any way liable to, the Company for that indebtedness or liability. This lien will apply even if that person is a joint owner of shares and it will also bind that person's estate or trustee in bankruptcy.

5. Forfeiting Shares

5.1 This Article 5 will apply if the Directors make a call in respect of a member's Shares and the member does not pay. If the Company has to pay any costs or expenses in connection with the member's failure to pay the call, the Directors

may decide that the member will also be liable for those costs or expenses. Regulations 18 and 21 shall be altered accordingly.

6. Transferring Shares

- 6.1 The Directors shall refuse to register the transfer of any Share not made in accordance with the provisions of Articles 7 and 8 or in accordance with the terms of any written agreement between all of the members of the Company and the Company itself and in the circumstances referred to in sub-paragraphs (a) (b) and (c) of Regulation 24. The Directors shall not register any transfer without a resolution of the Board to do so having been passed.

7. Permitted Transfers of Shares

- 7.1 Subject to Article 7.2, any Shares may at any time be transferred by a member:
- 7.1.1 to any person in accordance with the terms of any written agreement between the Company and all of the members of the Company or with the prior consent in writing of holders of Shares which in aggregate would be entitled to cast 100% of the votes exercisable on a poll at a general meeting of the Company (which consent may be granted unconditionally or subject to terms or conditions and in the latter case any Shares so transferred shall be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer);
 - 7.1.2 to a Privileged Relation of such member;
 - 7.1.3 to trustees to be held upon Family Trusts;
 - 7.1.4 being a corporate member, to any other body corporate which is a Member of the same Group as the member provided that such original member procures the transfer back to it (or the transfer to any other person permitted by this Article) of all shares held by any such transferee body corporate prior to it ceasing to be a Member of the same Group as the original member.
- 7.2 For the purposes of Article 7.1 the expression a member shall not include a trustee holding Shares upon a Family Trust but where Shares are held by such trustees:
- 7.2.1 such Shares may on any change of trustees be transferred to the trustees for the time being;
 - 7.2.2 such Shares may at any time be transferred to any person to whom under Article 7.1 the same could have been transferred by the settlor if he had been the holder of such Shares;
 - 7.2.3 if and whenever any such shares cease to be held upon Family Trusts (otherwise than in consequence of a transfer authorised under

sub-paragraph (b) of this Article) the trustees shall be bound forthwith to give a Transfer Notice in respect of the shares in question.

8. Pre Emption Rights

- 8.1 Save for any Permitted Transfer, the right of any of the members to transfer their Shares or any interest in their Shares shall be subject to the following restrictions and provisions. References in this Article 8 to transferring Shares or Sale Shares shall include any interest in and grant of contractual rights or options over or in respect of Shares.
- 8.2 Save for any Permitted Transfer or as otherwise permitted by these Articles or in accordance with the terms of any written agreement between all of the members of the Company and the Company itself, no Share shall be transferred other than in accordance with the remaining provisions of this Article 8.
- 8.3 Save for any Permitted Transfer (to which the provisions of this Article 8 shall not apply), any person ("**Proposing Transferor**") proposing to transfer any Shares ("**Sale Shares**") shall be required before effecting, or purporting to effect the transfer, to give a notice ("**Transfer Notice**") in writing to the Company that he desires to transfer the Sale Shares and such Transfer Notice shall:
- 8.3.1 state the identity of the person (if known) to whom the Proposing Transferor desires to transfer the beneficial interest in the Sale Shares;
 - 8.3.2 constitute the Company his agent for the sale of the Sale Shares (together with all rights then attached to such Sale Shares);
 - 8.3.3 specify the price per Share which the Transferring Shareholder is willing to accept for the Sale Shares ("**Prescribed Price**");
 - 8.3.4 state the period during which the offer to acquire the Sale Shares is open, such period not to be less than 60 days from the date the Transfer Notice is served ("**Prescribed Period**"); and
 - 8.3.5 include such other details of the proposed transfer as the Directors may reasonably require.
- 8.4 Once given, a Transfer Notice shall not be revocable except with the written consent of the Board.
- 8.5 All Sale Shares shall by notice in writing be offered by the Company for purchase at the Prescribed Price forthwith on receipt of the relevant Transfer Notice to all members other than the Proposing Transferor pro rata as nearly as may be without involving fractions to the number of Shares in the capital of the Company registered in the names of such members. The offer shall specify the total number of Sale Shares to be sold and shall invite each such member to notify the Directors of the maximum number of Sale Shares which they would wish to purchase if available. Such offers shall stipulate a time limit not less

than 14 days nor more than 28 days within which it must be accepted or in default will lapse.

- 8.6 If the Company shall within the Prescribed Period find members (each such person being referred to as "**a Purchaser**") willing to purchase the Sale Shares or any of them and gives notice in writing (the "**Purchase Notice**") of such fact to the Proposing Transferor the Proposing Transferor shall be bound, upon payment to him of the Prescribed Price, to transfer such shares to the respective Purchaser(s) provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer some only of the Sale Shares, this provision shall not apply unless the Company shall have found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 8.6 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at the registered office for the time being of the Company or at such other place within the United Kingdom as the Purchaser(s) shall reasonably request as soon as reasonably practicable and in any event within 10 Business Days of the date of the Purchase Notice.
- 8.7 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to any Purchaser(s) in accordance with the terms of these Articles then the Board may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder of such Shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) in respect of the Sale Shares or a suitable indemnity in respect of any lost certificates and the necessary transfers to the Company.
- 8.8 If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or all of the Sale Shares at the Prescribed Price 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 reasonable prospect of finding Purchasers, the Proposing Transferor at any time during a period of 6 months after the end of the Prescribed Period shall be at liberty subject to the other provisions of these Articles, to transfer those Sale 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 by way of 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:
- 8.8.1 if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the Sale Shares the Proposing Transferor

shall only be entitled to transfer all of the Sale Shares under this Article; and

- 8.8.2 any of the Directors may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied the Company may refuse to register the instrument of transfer.

9. Further Provisions Relating to Transfers of Shares

- 9.1 A person entitled to any Share in consequence of the death, bankruptcy, or liquidation of a member shall be bound at any time if and when called upon by any of the Directors so to do to give a Transfer Notice of all the Shares then registered in the name of the member who has died or is bankrupt or in liquidation.
- 9.2 For the purpose of ensuring that a transfer of Shares is duly authorised under these Articles, or that no circumstances have arisen whereby a Transfer Notice is required to be given, any Director may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or any person whom they have reasonable grounds for believing to have information concerning dealings with or interests in shares of the Company to furnish to the Company such information and evidence as the Director may think fit regarding any matter which he may deem relevant to such purpose and may further require such information and evidence to be in the form of a statutory declaration. Failing such information or evidence being furnished to the satisfaction of the Director within a reasonable time after request the Directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned. If such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned;
- 9.3 In any case where under the provisions of these Articles the Directors have made a request for a Transfer Notice to be given within a specified period of not less than one month such Transfer Notice shall be deemed to have been given at the expiration of such period and the provisions of this Article shall take effect accordingly;
- 9.4 Whenever an A or B Share is transferred to a member who already holds Shares of either of those classes, the Share transferred, if not of the same class as those already held by the transferee, shall upon registration of the transfer by the Company be automatically converted into a Share of the same class as those already held by the transferee.
- 9.5 The instrument of transfer of any Share shall be executed in such form and with such formalities as may from time to time be authorised or required by

law and the transferor shall be deemed to remain a holder of the Share until the name of the transferee is entered in the register of members of the Company.

10. General Meetings

- 10.1 No business shall be transacted at a general meeting unless a quorum is present. The quorum is one A Shareholder and one B Shareholder present in person or by proxy or by a duly authorised corporate representative. If following a transfer of Shares made in accordance with these Articles and any written agreement between all of the members of the Company and the Company itself all of the Shares are (as a result of the operation of Article 9.4) of only one class then unless the company shall have only one Shareholder (in which case the quorum shall be one) the quorum shall be two Shareholders of that class present in person or by proxy or by duly authorised corporate representative.
- 10.2 If a quorum is not present within half an hour of the time appointed for the meeting or if during the meeting a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week, or if that is not a Business Day to the next following Business Day, at the same time and place or such other time and place as the directors determine. If, at the adjourned meeting, a quorum is not present within half an hour of the time appointed for the meeting then any member(s) present shall constitute a quorum.
- 10.3 By majority decision amongst themselves the B Shareholders may appoint the Chairman for all general meetings of the Company. Such Chairman shall not be entitled to a casting vote at any meeting and accordingly in the case of an equality of votes whether on a show of hands or on a poll the resolution in respect of which such show of hands or poll took place shall be deemed not to have been passed.
- 10.4 Notwithstanding any provision of the Regulations, no resolution may be passed at any general meeting unless at least one A Shareholder and one B Shareholder vote in favour of the resolution.
- 10.5 A notice which calls a general meeting does not need to specify the general nature of the business to be transacted, unless it is proposed to pass a special resolution at such meeting. All business transacted at an extraordinary general meeting or at an annual general meeting shall be deemed to be special, other than:
- 10.5.1 declaring a dividend;
 - 10.5.2 consideration of accounts, balance sheets and the reports of the directors and auditors; and
 - 10.5.3 the fixing of the remuneration of the auditors at an annual general meeting. Regulation 38 shall be altered accordingly.

- 10.6 All notices of general meetings shall give information to members about their right to appoint a proxy in accordance with Section 372(3).
- 10.7 All notices and other communications relating to a general meeting which a member is entitled to receive shall also be sent to the Directors and the auditors.
- 10.8 At a general meeting, votes may be given on a show of hands or on a poll. In either case, votes may be given either personally or by proxy.
- 10.9 The words "at the time when the meeting proceeds to business" shall be added at the end of the first sentence of Regulation 40.
- 10.10 The sentence "if a body corporate is a member of the Company then execution of a resolution by one of its directors on its behalf will be sufficient" shall be added at the end of Regulation 53.

11. Appointing and Removing Directors

- 11.1 Subject to the remaining provisions of this Article 11 and the terms of any written agreement between the Company and each of its members, the holders of a majority of the issued A Shares may appoint one person as an A Director and shall be entitled at any time to remove or substitute any A Director so appointed by delivering written notice to the Company at its registered office. If for any reason an A Director resigns or is removed in accordance with these Articles or otherwise ceases to be a Director, the holders of the majority of the issued A Shares shall (and shall be entitled to) appoint another person as an A Director.
- 11.2 Subject to the remaining provisions of this Article 11 and the terms of any written agreement between the Company and each of its members, the holders of a majority of the issued B Shares may appoint one person as a B Director and shall be entitled at any time to remove or substitute any B Director so appointed by delivering written notice to the Company at its registered office. If for any reason a B Director resigns or is removed in accordance with these Articles or otherwise ceases to be a Director, the holders of the majority of the issued B Shares shall (and shall be entitled to) appoint another person as a B Director.
- 11.3 Directors appointed pursuant to Articles 11.1 and 11.2 shall cease to hold office immediately upon receipt by the Company at its registered office of notice removing him or, if later, the date stated in the notice, such notice to be duly executed by the relevant A Shareholder if it relates to an A Director or a majority of the B Shareholders if it relates to a B Director.
- 11.4 The maximum number of Directors (other than alternate Directors) shall be two and the minimum number shall be one. Regulation 64 shall not apply. The Board shall be comprised of a maximum of one A Director and one B Director.

- 11.5 The Directors do not need to retire by rotation. The final two sentences of Regulation 79 shall not apply to the Company.
- 11.6 Subject to the other provisions of these Articles 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.
- 11.7 There shall be no restrictions (other than those imposed by law , Table A or in any written agreement between the Company and each of its Shareholders) on who may be appointed a Director of the Company. A person of any age may be appointed and no Director will be required to vacate his office because he has reached a particular age.

12. Alternate Directors

- 12.1 An alternate director appointed under Regulation 65 can represent more than one Director. At any meeting of the Directors (or of any committee of the directors), the alternate director shall be entitled to one vote for every Director that he represents, as well as his own vote as a Director, if he has one. However, an alternate director shall only count as one for the purpose of determining whether quorum is present, irrespective of how many Directors he represents.
- 12.2 Alternate directors will not be entitled to be paid any remuneration by the Company. However, the person who has appointed the alternate director may, by giving written notice to the Company, direct that any payment due from the Company to them should be paid to the alternate director. The first sentence of Regulation 56 is altered accordingly.
- 12.3 If something happens which could cause an alternate director, if he was a director, to vacate the office of Director, then the appointment of that alternate director will automatically terminate.

13. Powers and Proceedings of Directors

- 13.1 The chairman of the Board shall be the B Director from time to time. If the chairman of the Board is not present at any Board meeting then for the purposes of that meeting the chairman shall be any other Director present at the meeting. In the case of an equality of votes at any Board meeting, the Chairman shall not be entitled to a second or casting vote in addition to any other vote he may have and Regulation 88 is amended accordingly.
- 13.2 The quorum for the transaction of the business of the Directors at any Board meeting shall be two Directors, the A Director and the B Director. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 13.3 If at any time there shall be only one Director of the Company, such Director may act alone in exercising all of the powers, discretions and authorities vested

in the Directors and the quorum for meetings of the Directors shall be one. Regulation 89 shall be modified accordingly.

- 13.4 Subject to Article 13.5, all decisions of the Board shall be determined by resolution, passed by a simple majority.
- 13.5 No resolution may be approved at any Board meeting or any meeting of a committee of the Board unless the A Director and the B Director vote in favour of the resolution.
- 13.6 If a quorum of Directors is not present at any Board meeting within half an hour from the time appointed for the meeting, or if during the meeting a quorum ceases to be present, it shall be adjourned to the same day in the next week at the same time and place. If at the adjourned meeting a quorum is not present within an hour of the time appointed for the meeting than any Director(s) present will constitute a quorum.
- 13.7 The members of any committee to which the Directors delegate any of their functions must include at least the A Director and the B Director. Regulation 72 is amended accordingly.
- 13.8 Unless otherwise so determined by the Directors, notice of meetings of the Directors need not be given either in writing or by facsimile and, subject both to the foregoing and the provisions of these Articles, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors. Every Director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. Any Director or alternate director may, by notice to the Company, waive his right to receive notice of any meeting of the Directors, either prospectively or retrospectively, and the presence of any Director or alternate director at the start of a meeting shall constitute such a waiver.
- 13.9 If a meeting of the Directors (or of a committee of Directors) considers any proposal where any Director has an interest which conflicts, or could conflict, with the interests of the Company then such Director must disclose that interest to the meeting in accordance with Section 317. Provided the Director does this, he may vote at the meeting and may be counted in determining whether a quorum is present at the meeting. A disclosure made by a Director which complies with Section 317 will be sufficient disclosure for the purposes of Regulations 85 and 86.
- 13.10 If the Company is a member of another corporation then any Director:
 - 13.10.1 is authorised under Section 375 to act as the Company's representative at any meeting of such a corporation or at any meeting of a class of members of that corporation;
 - 13.10.2 may sign written resolutions of the members of that corporation; or

13.10.3 may act as a signatory to conclude any particular business in relation to that corporation

as if the Board has given its consent.

13.11 The Directors may exercise all the powers of the Company to pay or provide pensions, annuities, gratuities, superannuation and other allowances and benefits to:

13.11.1 current and former Directors;

13.11.2 current and former employees; and

13.11.3 dependants and relatives of current and former Directors and employees

of the Company or any subsidiary or associated company. The Directors may retain any benefits received by any of them as a result of their exercise of these powers.

13.12 If a Director performs special services for the Company which are outside the normal scope of his duties, then that Director may receive extra remuneration. The amount of the remuneration will be decided by the Directors and will be charged as part of the Company's ordinary revenue expenses. However, the Directors do not need to give extra remuneration to any Director who performs special services without being requested to do so by the Directors.

13.13 A meeting of the Board or of a committee may be held by means of video-conference, telephone or similar communications equipment. However, everybody who participates in the meeting must be able to hear each other. Any person participating in a meeting held in this manner shall be deemed to be present in person at the meeting. They will therefore count towards the quorum and be entitled to vote in any resolutions proposed to be passed at the meeting.

14. Borrowing

14.1 The Directors may exercise all the powers of the Company to:

14.1.1 borrow money without limit as to amount on such terms and in such manner as they think fit;

14.1.2 grant any mortgage, charge or standard security over all or any part of its undertaking, property and uncalled capital; and

14.1.3 subject (in the case of any security convertible into shares) to Section 80, 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.

15. Notices

- 15.1 In Regulation 112 the words "or by telex or fax" shall be inserted before the words "or by sending it by" and the words "first class" shall be inserted before the words "post in a pre-paid envelope".
- 15.2 Where notice is communicated by telex or fax then the notice shall be deemed to be given at the time it is correctly transmitted to the person to whom it is addressed.

16. Company Seal

- 16.1 A document can only be sealed with the company seal if the Directors authorise this. The Directors shall decide who will sign any document that the seal is affixed to. If the Directors do not decide this then the document will be signed by any Director and also by the secretary or another Director. Share certificates do not have to be sealed with the seal and Regulation 6 is modified accordingly.
- 16.2 The Company is authorised under Section 39 to have one or more official seals which can be used outside the United Kingdom. The Directors may exercise this power.

17. Officer's Indemnity

- 17.1 Insofar as the following provisions are not avoided by Section 310:
 - 17.1.1 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 in relation to the performance of the duties of his office, including any liability incurred by him in defending any proceedings, either civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with an application under Section 144 or Section 727 in which relief is granted to him by the Court; and
 - 17.1.2 no Director or other officer shall be liable to the Company or any third party for any loss or damage suffered by the Company arising out of that person's performance of their duties of office.