

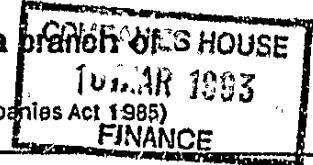
BR1

001520

63

This form should be completed in block.

Return delivered for registration of a branch of a company
an overseas company
(Pursuant to Schedule 21A, paragraph 1 of the Companies Act 1985)



(See note 6) Corporate name
(name in parent state)

Business name
(if different to corporate name)

Country of Incorporation

Identity of register
(if applicable)

Legal form
(See note 3)

For office use only	CN FC17124	BN BR 315.
CRESTACARE LIMITED		
ISLE OF MAN		
ISLE OF MAN GENERAL REGISTRY		
and registration no. 1637		
PUBLIC COMPANY LIMITED BY SHARES		

¹ See note 2

PART A - COMPANY DETAILS¹

* State whether the company is
a credit or financial institution

* Is the company subject to Section 699A of the Companies Act 1985?

YES ☐

NO ☒

(1) These boxes need not be completed by companies formed in EC member states

Governing law
(See note 4)

ISLE OF MAN COMPANIES ACTS 1931 TO 1992

Accounting
requirements

Period for which the company is required to prepare accounts by
parent law. from 1.1 to 31.12

Period allowed for the preparation and public disclosure of accounts
for the above period SIX months

(2) This box need NOT be completed by companies from EC member states, OR where the constitutional documents of the company already show this information.

Address of principal place of business in home country

Objects of company

Issued share capital

PEREGRINE HOUSE	PEEL ROAD
DOUGLAS	ISLE OF MAN
SEE MEMORANDUM OF ASSOCIATION	
83,230,251 shares of 10p each	Currency G.B. £

Company Secretary(ies)

(See note 10)

Name

* Voluntary details

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

*Style/Title			
Forenames	GEOFFREY MICHAEL		
Surname	CROWE		
*Honours etc.			
Previous Forenames			
Previous surname			
6 WAINWRIGHT ROAD			
Post town	ALTRINCHAM		
County/Region	CHESHIRE		
Postcode	WA1H 4BS	Country	ENGLAND

Company Secretary(ies)

(See note 10)

Name

* Voluntary details

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

(You may photocopy this page if required)

*Style/Title			
Forenames			
Surname			
*Honours etc.			
Previous Forenames			
Previous surname			
Post town			
County/Region			
Postcode		Country	

Directors

(See 12.10)

Name

* Voluntary details

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

SCOPE OF AUTHORITY

Give brief particulars of the extent of the powers exercised. (e.g. whether they are limited to powers expressly conferred by the instrument of appointment; or whether they are subject to express limitations.) Where the powers are exercised jointly give the name(s) of the person(s) concerned. You may cross refer to the details of person(s) disclosed elsewhere on the form.

Mark box(es) as applicable

(You may photocopy this page as required)

* Style/Title

Forenames BRIAN DAMIAN

Surname O'CONNOR

* Honours etc.

Previous Forenames

Previous surname

"THIE-NY-STROOAN" HILLBERRY GREEN

Post town BRADDAN

County/Region

Postcode

Country ISLE OF MAN

Date of Birth

31 0 0 1 9 4 1 7

Nationality BRITISH

Business Occupation TRAVEL CONSULTANT

Other Directorships

The extent of the authority to represent the company is :- (give details)

He has no general right to represent the company. He may however have delegated to him by the Board of Directors in certain instances specific authority to represent the company

These powers :-

☐ May be exercised alone

OR
☐ Must be exercised with :-

(Give name(s) of co-authorised person(s))

Directors

(See note 10)

Name

* Voluntary details

Address

Usual residential address must be given. In the case of a corporation, give the registered or principal office address.

SCOPE OF AUTHORITY

Give brief particulars of the extent of the powers exercised. (e.g. whether they are limited to powers expressly conferred by the instrument of appointment; or whether they are subject to express limitations.) Where the powers are exercised jointly give the name(s) of the person(s) concerned. You may cross refer to the details of person(s) disclosed elsewhere on the form.

Mark box(es) as applicable

(You may photocopy this page as required)

* Style/Title

Forenames HUGH GLENN

Surname THOMPSON

* Honours etc.

Previous Forenames

Previous surname

3 GLENVIEW PARK

Post town BANGOR

County/Region COUNTY DOWN

Postcode

Country NORTHERN IRELAND

Date of Birth

1 1 1 1 4 9

Nationality BRITISH

Business Occupation OPERATIONS EXECUTIVE

Other Directorships CRESTACARE (GB) LIMITED

CRESTACARE PROPERTIES LIMITED

The extent of the authority to represent the company is :- (give details)

He is a member of the committee of directors which is

authorised to represent the company on all day to day

matters affecting the company

These powers :-

☐ May be exercised alone

OR

☒ Must be exercised with :-

(Give name(s) of co-authorised person(s))

the other members of the committee G.M. Crowe and

J.B. McAllister

Directors

Form No. 101

Name

Other details

Address

Residential address must be given in the case of a corporation, the registered or principal address.

SCOPE OF AUTHORITY

Give brief particulars of the extent of powers exercised. (e.g. whether powers are limited to powers expressly conferred by the instrument of appointment; or whether they are subject to express limitations.) Give the powers are exercised by give the name(s) of the person(s) concerned. You may cross refer to the list of person(s) disclosed elsewhere in the form.

Mark box(es) as applicable

(You may photocopy this page as required)

*Style/Title

Forenames

JOHN BRIAN

Surname

McALLISTER

*Honours etc.

Previous Forenames

Previous surname

CREG dy SHEE

THE DOWNS

Post town

UNION MILLS

County/Region

Postcode

Country ISLE OF MAN

Date of Birth

1 1 0 6 4 1

Nationality

BRITISH

Business Occupation

CHIEF EXECUTIVE

Other Directorships

CRESTACARE (GB) LIMITED

CRESTACARE PROPERTIES LIMITED

The extent of the authority to represent the company is :- (give details)

He is a member of the committee of directors which is

authorised to represent the company on all day to day

matters affecting the company

These powers :-

☐ May be exercised alone

OR

☒ Must be exercised with :-

(Give name(s) of co-authorised person(s))

the other members of the committee, G.M. Crowe and

Hugh G. Thompson

Name

Other details

Address

Residential address must be given in the case of a corporation, the registered or principal address.

SCOPE OF AUTHORITY

Give particulars of the extent of powers exercised, (e.g. whether powers are limited to powers expressly conferred by the instrument of appointment; or whether they are unlimited to express limitations.) Give the name(s) of the person(s) concerned. You may cross refer to the person(s) disclosed elsewhere in the form.

Mark box(es) as applicable

You may photocopy this page (if required)

*Style/Title			
Forenames	GEOFFREY MICHAEL		
Surname	CROWE		
*Honours etc.			
Previous Forenames			
Previous surname			
6 WAINWRIGHT ROAD			
Post town	ALTRINCHAM		
County/Region	CHESHIRE		
Postcode	W1H 4BS	Country	ENGLAND
Date of Birth	0,5 1,0 4,7	Nationality	
Business Occupation	ACCOUNTANT		
Other Directorships	CRESTACARE (GB) LIMITED		
	CRESTACARE PROPERTIES LIMITED		
The extent of the authority to represent the company is :- (give details)			
He is a member of the committee of directors which is			
authorised to represent the company on all day to day			
matters affecting the company.			
These powers :-			
#	<input type="checkbox"/>	May be exercised alone	
#	<input checked="" type="checkbox"/>	Must be exercised with :-	
		(Give name(s) of co-authorised person(s))	
		the other members of the committee, Hugh G. Thompson	
		and J.B. McAllister	

Directors

15th April 1997

Name

Company details

Address

Personal residential address must be given. In the case of a corporation, give the registered or principal office address.

SCOPE OF AUTHORITY

Give brief particulars of the extent of the powers exercised. (e.g. whether powers are limited to powers expressly conferred by the Instrument of Appointment; or whether they are subject to express limitations.) Where the powers are exercised, briefly give the name(s) of the person(s) concerned. You may cross refer to the details of person(s) disclosed elsewhere in the form.

Mark box(es) as applicable

(You may photocopy this page as required)

*Style/Title		
Forenames	COLIN THOMAS	
Surname	BROWN	
*Honours etc.		
Previous Forenames		
Previous surname		
	45 SLIEAU DH00	
	TROMODE PARK	
Post town	DOUGLAS	
County/Region		
Postcode		Country ISLE OF MAN
Date of Birth	1 8 1 1 4 0	Nationality
Business Occupation	PRINT EXECUTIVE	
Other Directorships		
The extent of the authority to represent the company is :- (give details)		
He has no general right to represent the company. He		
may however have delegated to him by the Board of		
Directors in certain instances specific authority to		
represent the company.		
These powers :-		
#	<input type="checkbox"/>	May be exercised alone
#	OR	
#	<input type="checkbox"/>	Must be exercised with :-
		(Give name(s) of co-authorised person(s))

Directors

(Part 1 of 1)

Name

Voluntary details

Address

Qual residential address must be given. In the case of a corporation, give the registered or principal office address.

SCOPE OF AUTHORITY

Give brief particulars of the extent of the powers exercised. (e.g. whether they are limited to powers expressly conferred by the instrument of appointment; or whether they are subject to express limitations.) Where the powers are exercised jointly give the name(s) of the person(s) concerned. You may cross refer to the details of person(s) disclosed elsewhere in the form.

Mark box(es) as applicable

(You may photocopy this page as required)

*Style/Title

Forenames

GRAEME MANSON

Surname

HART

*Honours etc.

Previous Forenames

Previous surname

"CALLIPERS HALL"

Post town

CHIPPERFIELD

County/Region

HERTS

Postcode

WD4 98P

Country

ENGLAND

Date of Birth

2 3 0 9 4 4

Nationality

BRITISH

Business Occupation

CONSULTANT SURGEON

Other Directorships

The extent of the authority to represent the company is :- (give details)

He has no general right to represent the company. He may

however have delegated to him by the Board of Directors

in certain instances specific authority to represent

the company.

These powers :-

#

☐

May be exercised alone

OR

#

☐

Must be exercised with :-

(Give name(s) of co-authorised person(s))

Constitution of company

(See notes 8 to 9)

Mark box(es)
as applicable

(See note 9)

- # ☐ A certified copy of the instrument constituting or defining the constitution of the company
AND
☐ * A certified translation
*is/are delivered for registration

* Delete as applicable

AND/OR

A certified copy of the constitutional documents and latest accounts of the company, together with a certified translation of them if they are not in the English language, must accompany this form.

- # ☒ A copy of the latest accounts of the company
AND
☐ A certified translation
*is/are delivered for registration

AND/OR

The company may rely on constitutional and accounting documents previously filed in respect of another branch registered in the United Kingdom.

- # ☒ The Constitutional documents (*and certified translations)
AND/OR
☐ The latest accounts (*and certified translations)
of the company were previously delivered on the registration of the branch of the company at :-
Cardiff ☐ Edinburgh ☐ Belfast ☒
Registration no.

AND/OR

The company may also rely on particulars about the company previously filed in respect of another branch in that part of Great Britain, provided that any alterations have been notified to the Registrar.

- ☐ the particulars about the company were previously delivered in respect of a branch of the company registered at THIS registry.

Registration no.

AND/OR

The company may also rely on constitutional documents and particulars about the company officers previously filed in respect of a former Place of Business of that company, provided that any alterations have been notified to the Registrar.

- ☐ The Constitutional documents (*and certified translation)
AND/OR
☐ Particulars of the current directors and secretary(s)
were previously delivered in respect of a place of business of the company registered at THIS registry.

Registration no.

NOTE :- In all cases, the registration number of the branch or place of business relied upon must be given.

PART 'B' BRANCH DETAILS

Persons authorised to represent the company or accept service of process.

Give details of all persons who are authorised to represent the company as permanent representatives of the company in respect of the business of the branch. Give details also of all persons resident in Great Britain, who are authorised to accept service of process on the company's behalf.

* Delete as appropriate

SCOPE OF AUTHORITY

(This part does not apply to a person only authorised to accept service on behalf of the company)

Give brief particulars of the extent of the powers exercised. (e.g. whether they are limited to powers expressly conferred by the instrument of appointment; or whether they are subject to express limitations.) Where the powers are exercised jointly give the name(s) of the person(s) concerned. You may cross refer to the details of person(s) disclosed elsewhere on the form.

Mark box(es) as appropriate)

*Style/Title

Forenames

GEOFFREY MICHAEL

Surname

CROWE

Address

6 WAINWRIGHT ROAD

Post town

ALTRINCHAM

County/Region

CHESHIRE

Postcode

WA1H 4BS

Is #



Authorised to accept service of process on the company's behalf

*AND/OR

Is #



Authorised to represent the company in relation to that business

The extent of the authority to represent the company is :- (give details)

SEE SCOPE OF AUTHORITY FOR G.M. CROWE AS DIRECTOR ON

PAGE 4

These powers :-

#



May be exercised alone

OR

#



Must be exercised with :-

(Give name(s) of co-authorised person(s))

Persons authorised to represent the company or accept service of process.

Give details of all persons who are authorised to represent the company as permanent representatives of the company in respect of the business of the branch. Give details also of all persons resident in Great Britain, who are authorised to accept service of process on the company's behalf.

* Delete as appropriate

SCOPE OF AUTHORITY

(This part does not apply to a person only authorised to accept service on behalf of the company)

Give brief particulars of the extent of the powers exercised. (e.g. whether they are limited to powers expressly conferred by the instrument of appointment; or whether they are subject to express limitations.) Where the powers are exercised, jointly give the name(s) of the person(s) concerned. You may cross refer to the details of person(s) disclosed elsewhere on the form.

Mark box(es) as appropriate

(You may photocopy this page as required)

*Style/Title _____

Forenames _____

Surname _____

Address _____

Post town _____

County/Region _____ Postcode _____

Is # ☐ Authorised to accept service of process on the company's behalf

*AND/OR

Is # ☐ Authorised to represent the company in relation to that business

The extent of the authority to represent the company is :- (give details)

These powers :-

☐ May be exercised alone

OR

☐ Must be exercised with :-

(Give name(s) of co-authorised person(s))

Address of branch

(See note 11)

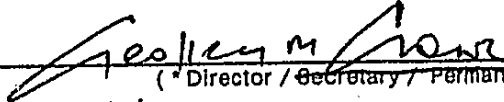
Address	CRESTA HOUSE	
	5 AMBASSADOR PLACE	STOCKPORT ROAD
Post town	ALTRINCHAM	
County\Region	CHESHIRE	Postcode WA15 8DB

Branch Details

(See note 12)

Date branch opened	2, 9, 0, 9, 9, 2
Business carried on at branch	HOLDING COMPANY ACTIVITIES

SIGNATURE

Signed		(* Director / Secretary / Permanent representative)
Date	8/3/92	
This form contains4..... continuation sheets.		

To whom should Companies House
direct any enquiries about the
information on this form? -

Name	TRAVERS SMITH BRAITHWAITE	
Address	10 SNOW HILL	
	LONDON	
	Postcode	EC1A 2AL
Telephone	071 248 9133	Extension RJS/DAG

When completed, this form together with any enclosures should be delivered to the Registrar of Companies at
for branches established in England and Wales

Companies House
Crown Way
Cardiff
CF4 3UZ

for branches established in Scotland

Companies House
100 - 102 George Street
Edinburgh
EN2 3DJ

FILE COPY



**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Establishment of a branch)

Company No. FC017124

Branch No. BR000315

The Registrar of Companies for England and Wales hereby certifies that
CRESTCARE LIMITED

has this day been registered under Schedule 21A to the Companies
Act 1985 as having established a branch in England and Wales

Given at Companies House, Cardiff, the 23rd March 1993

H. G. Pell

For The Registrar Of Companies



C O M P A N I E S H O U S E

FILE COPY



**CERTIFICATE OF REGISTRATION
OF AN OVERSEA COMPANY**

(Establishment of a branch)

Company No. FC017124

Branch No. BR000315

The Registrar of Companies for England and Wales hereby certifies that
CRESTACARE LIMITED

has this day been registered under Schedule 21A to the Companies
Act 1985 as having established a branch in England and Wales

Given at Companies House, Cardiff, the 23rd March 1993

H. G. Pell

For The Registrar Of Companies



C O M P A N I E S H O U S E



COMPANIES HOUSE

COMPANIES HOUSE

24 MAY 1995

M

6

BR3

This form should be completed in black.

Return by an overseas company subject to branch registration,
for alteration of company particulars

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Company name

CRESTACARE LIMITED

(See note 1 on Page 4) Branch name
(If different to company name)

Particulars of change

1. Change of name

Note: If the company has changed its corporate name in its country of origin, give details here together with the date the change was registered or otherwise made.

Old corporate name CRESTACARE LIMITED

New corporate name CRESTACARE PLC

Date of change

06/05/93

2. Change in legal form (Give details of change)

Note: If the company has changed its legal form either by its own decision or by a change in its parent law, give details here

Date of change

3. Change to accounting requirements

Period for which the company is required to prepare accounts by parent law, in substitution for a period previously notified, has been changed to: (dates) _____ to _____

Period allowed for the preparation and public disclosure of accounts for the above period _____ months

23 6 93/90

by companies incorporated in an EC member state or if the changes are already disclosed in the constitutional documents which have been filed with the Registrar.

4. Principal address

(give new principal place of business)

On * the company changed its principal address in its parent state to

* Insert date of change

5. Objects

(state new objects)

On * the company changed its objects to those described below / attached

+delete as applicable

6. Capital

(state new Issued share capital (incl. currency))

On * the company increased/decreased its Issued share capital from _____ to _____

--

7. Governing law

List any change in the law under which the company was incorporated (e.g. a new Act) include the date of the change.

Date

When completed, this form should be signed overleaf and returned to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EK2 3DJ

Form BR3

To whom should
Companies House
direct any enquiries
regarding this form

Name	TRAVERS SMITH BRAITHWAITE	(RJS/DAG)
Address	10 SNOW HILL LONDON	
	EC1A 2AL	
	Tel. No 071 248 9133	

* Delete as applicable

This return is delivered in respect of all the branches listed below,
registered at * Cardiff \ Edinburgh.

This notice must be delivered
to the Registrar within 21 days
of the notice of the alteration
being received in Great Britain
in due course of post (if
despatched with due diligence)

Signed

Geoffrey M. Crowe
(* Director / Secretary / Permanent representative)

Date

18.5.93

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.

FILE COPY



**CERTIFICATE OF REGISTRATION
OF A CHANGE OF NAME OF AN
OVERSEA COMPANY**

Branch Registration

Company No. FC017124

Branch No. BR000315

The Registrar of Companies for England and Wales hereby certifies that

CRESTACARE LIMITED

has this day registered a change of name to

CRESTACARE PLC

Given at Companies House, Cardiff, the 23rd June 1993

ly Mezer

For The Registrar of Companies



COMPANIES HOUSE



COMPANIES HOUSE



BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars
(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC17124

Branch number

BR315

Company name

CRESTACARE PLC

Branch name
(if different)

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR 2, 6 0, 3 9, 3

XD ☒

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

JOHN BRIAN

McALLISTER

DO 1, 1 0, 6 4, 7

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name TRAVERS SMITH BRAITHWAITE

Address 10 SNOW HILL

LONDON EC1A 2AL (RJS/DCH)

Telephone 071/248 9133

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name *Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

NOTES

Show the full forenames NOT
INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:

-for a married woman the name before
marriage need not be given.

-for names not used since the age of 18
or for at least 20 years

A peer or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

* Voluntary details

+ Directors only

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Other directorships

Give the name of every company
Incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

-dormant

-a parent company which wholly
owned the company making the
return

-another wholly owned subsidiary
of the same parent company

Scope of authority

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

£ Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA 2 16 0 13 9 13

CD ☒

CS ☐

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

ANDREW STUART

TAE

AD

58A ABINGDON ROAD

KENSINGTON

LONDON

DO

1 5 0 9 5 7

+ Nationality NA

British

OC

CHIEF EXECUTIVE

See enclosed list

The extent of the authority to represent the company is
(give details)

He is a member of the committee of

directors which is authorised to

represent the company on all day to day

matters affecting the company

These powers:

£ ☐

May be exercised acting alone,

£ ☒

Must be exercised with :- (give names of
co-authorised person(s))

the other members of the Committee, G M Crowe

and H J G Thompson

I consent to act as director/secretary of the above named company

Signed

Date 17.8.1993

A serving director etc must also sign the form on page 4

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames

(name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DR 2 6 0 3 9 3

XD X

XS

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

GEOFFREY MICHAEL

CROWE

DO 0 5 1 0 4 7

AD

The extent of the authority of the above person to represent the company has been altered to :- (give details)

The manner in which his existing powers may be exercised has changed.

These powers :

#

☐

May be exercised alone, or

#

☒

Must be exercised with : (give names of co-authorised persons)

the other members of the committee, H.G

Thompson and A S Tae

Registration number	Branch name
BR 315	CRESTACARE PLC

Geoffrey M. Jones

17.8.1993

When completed, this form should be delivered to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

632

DIRECTORSHIPS OF ANDREW STUART TAE

Clement Taea Limited

Creative Color plc

Taea Homes Limited

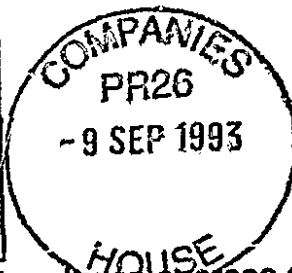
Premier Healthcare Limited

Grosvenor House Group Limited

Abingdon Office Services Limited



COMPANIES HOUSE



BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars
(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Branch number

BR 315

Company name

CRESTADAKE PLC

Branch name
(if different)

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR ☐

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

DO ☐

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name

Address

Telephone

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name

*Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

NOTES

Show the full forenames NOT
INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:
-for a married woman the name before
marriage need not be given.
-for names not used since the age of 18
or for at least 20 years
A peer or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

* Voluntary details
+ Directors only

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Other directorships

Give the name of every company
Incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

-dormant
-a parent company which wholly
owned the company making the
return
-another wholly owned subsidiary
of the same parent company

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

Scope of authority

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA

CD

CS

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

AD

DO

OC

+Nationality NA

The extent of the authority to represent the company is
(give details)

These powers :

☐ May be exercised acting alone,
☐ Must be exercised with :- (give names of
co-authorised person(s))

I consent to act as director/secretary of the above named company

Signed _____ Date _____

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames

(name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

* Mark as applicable

DR 2 1 6 0 1 3 9 1 3

XD ☒

XS ☐

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

HUGH GLENN

THOMPSON

DO 1 1 1 1 1 4 9

AD

The extent of the authority of the above person to represent the company has been altered to :- (give details)

The manner in which his existing powers

may be exercised has changed

These powers :

* ☐ May be exercised alone, or

* ☒ Must be exercised with : (give names of co-authorised persons)

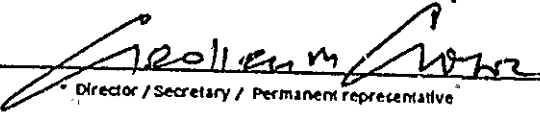
the other members of the Committee, G M Crowe and A S Tae

Registration number	Branch name
BR 315	CRESTACALE PLC

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has only one branch in the UNITED KINGDOM PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.

Signature

Signed



Director / Secretary / Permanent representative

Date

8.9.1993

When completed, this form should be delivered to :-

For branches registered in England and Wales

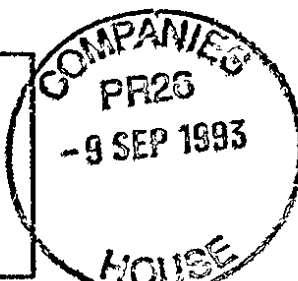
The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ



COMPANIES HOUSE



BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Branch number

BR 315

Company name

CRESTACARE PLC

Branch name
(if different)

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR ☐

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

DO ☐

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name

Address

Telephone

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name *Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

NOTES

Show the full forenames: **NOT**
INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:
- for a married woman the name before
marriage need not be given.
- for names not used since the age of 18
or for at least 20 years
A peer or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

* Voluntary details
+ Directors only

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Other directorships
Give the name of every company
incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

- dormant
- a parent company which wholly
owned the company making the
return
- another wholly owned subsidiary
of the same parent company

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA

CD ☐
CS ☐

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

AD ☐

DO

+ Nationality NA ☐

OC ☐

The extent of the authority to represent the company is
(give details)

These powers :

☐ May be exercised acting alone,
☐ Must be exercised with :- (give names of
co-authorised person(s))

I consent to act as director/secretary of the above named company

Signed _____ Date _____

Registration number	Branch name
BR 315	CRESTACARE PLC

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.

Signature

Signed



* Director / Secretary / Permanent representative

Date

8.9.1993

When completed, this form should be delivered to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

DIRECTORSHIPS OF GRAEME MANSON HART

Bright Walton Homes plc

Health Care Management Limited

Visitprobe Limited





COMPANIES HOUSE



BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars
(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Branch number

BR 315

Company name

CRISTACANE PLC

Branch name
(if different)

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR ☐

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

DO ☐

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name

J Ramsay

Address

CRISTACANE, 5 AMBASSADOR
PLACE, STOLLEN ROAD, AZZURRIAN

Telephone

0145 8003

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
to notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name

*Style/title

NOTES

Show the full forenames NOT

INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:

-for a married woman the name before
marriage need not be given.

-for names not used since the age of 18
or for at least 20 years

A peer or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

* Voluntary details

+ Directors only

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Other directorships

Give the name of every company
incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

-Sole trader

-a parent company which wholly
owned the company making the
return

-another wholly owned subsidiary
of the same parent company

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA 2,0 0,9 9,3

CD ☒

CS ☐

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

SVENSON

SCOTT

AD 12 WESTLATE TERRACE

GARDEN FLAT

LONDON

SW10 9B5

DO 0,2 0,2 6,6 + Nationality NA US

OC DEVELOPMENT DIRECTOR

NONE

Scope of authority

The extent of the authority to represent the company is
(give details)

He is a Member of the

Committee of Directors which is authorised

to represent the company on all day to

day matters affecting the company

These powers:

☐ May be exercised acting alone,

☒ Must be exercised with :- (give names of
co-authorised person(s))

THE OTHER MEMBERS OF THE COMMITTEE,

A.S. GREE, G.M. CROWE AND H.G. THOMPSON.

I consent to act as director/secretary of the above named company

Signed

Scott Sullivan

Date 5.10.93

A serving director etc must also sign the form on page 4

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames (name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DN

XD

XS

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

DO

AD

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐ May be exercised alone, or

☐ Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.

SIGNATURE _____

SIGNED

Geoffrey M. Jones
DIRECTOR/SECRETARY/PERMANENT REPRESENTATIVE

DATE

12. 10. 93

When completed, this form should be delivered to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ



COMPANIES HOUSE



BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Branch number

BR 315

Company name

GWENGA GOLF PLC

Branch name
(if different)

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR ☐

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

DO ☐

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name MR. J. Ramsay

Address GWENGA House, 5 AMBASSADOR PLAZA

STOCKPORT ROAD, ATTORCHAM, CHESTER

Telephone 061 927 7099

When completed, this form should be returned to the address on page 4

pointment

Date of appointment

Turn to page 3
to signify resignation or
variation of
particulars)

Appointment of director

Appointment of secretary

Name

*Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

* Voluntary details

+ Directors only

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Scope of authority

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA 2,0,0,9,3

CD ☒
 CS ☐

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

JONATHAN PHILIP

CHARKHAM

AD The Yellow House

22 Montpelier Place

London

SW7 1HL

DO 1,7,1,0,3,0 +Nationality NA UK

OC The Great Universal Stores PLC

The extent of the authority to represent the company is
(give details)

As a Non Executive Director,
And As Delegated To Him By
The Board of Directors

These powers :

☒ May be exercised acting alone,
☐ Must be exercised with :- (give names of
co-authorised person(s))

I consent to act as director/secretary of the above named Company

Signed

Date 29/9/93

A serving director etc must also sign the form on page 4

ALTERATION OF PARTICULARS

(This section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and fill in the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames (name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

☐ Mark as applicable

DR

XD

XS

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

DO

AN

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐ May be exercised alone, or

☐ Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.

SIGNATURE _____

SIGNED

Geoffrey M. Allen

DIRECTOR/SECRETARY/PERMANENT REPRESENTATIVE

DATE

12. 10. 93

When completed, this form should be delivered to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

4 Names and addresses of the employees

Please do not
write in the
margin

Please complete legibly, preferably in black type, or bold black lettering

Names and Addresses	Number of shares allotted		
	Ordinary	Preference	Other
CLEVELANDIA LIMITED			
SHEPHERD'S HOUSE,			
113 SILVERDALE ROAD,			
NOTTINGHAM	1,250,000		
DURHAM HOMES AND ESTATES LTD			
27 FORT STREET			
PELTON			
CHESTER - LE - STREET			
CO DURHAM	500,000		
MR MATTHEW MICHAEL JOSEPH			
MICARDIE AND Mrs JOSEPHINE			
HELEN MICARDIE			
HARLES HATCH			
BRIARS LANE			
WEST PELTON			
CHESTER - LE - STREET			
CO DURHAM	675,000		
Total	2,375,000		

Where the space given on this form is inadequate, continuation sheets should be used and the number of sheets attached should be indicated in the box opposite:

Signed Geoffrey M. Lane Designation: Company Secretary Date 26/10/93

† Insert Director, Secretary, Administrator, Administrative Receiver, or Receiver (Scotland) as appropriate

Companies registered in England and Wales
or Wales should deliver this form to:-

Companies registered in Scotland
should deliver this form to:-

**The Registrar of Companies
Companies House
Crown Way
Maindy
Cardiff
CF4 3UZ**

The Registrar of Companies
Companies Registration Office
102 George Street
Edinburgh
EH2 3DJ

Page 2

FC 17124

No. 1637

THE COMPANIES ACTS 1931 - 1961

~~THE COMPANIES ACT 1985~~

ISLE OF MAN

COMPANY LIMITED BY SHARES

CERTIFIED A TRUE COPY



THIS IS THE ANNEXURE MARKED "CTB1"
REFERRED TO IN THE DECLARATION OF COLIN
THOMAS BROWN MADE BEFORE ME THIS
1st March 1994

Memorandum



AND

CLARENCE

Articles of Association

COMMISSIONER FOR OATHS
50 ATHOL STREET
DOUGLAS
ISLE OF MAN
IM99 1PY

OF

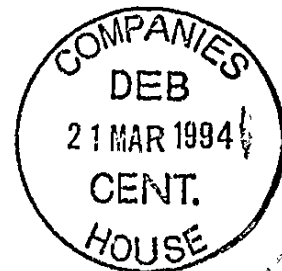
CRESTA HOLDINGS LIMITED

Incorporated the 14th day of December 1962

Ashurst Morris Crisp

Broadgate House

7 Eldon Street, London EC2M 7HD



THE COMPANIES ACTS, 1931 TO 1968

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

CRESTA HOLDINGS LIMITED

1. The name of the Company is CRESTA HOLDINGS LIMITED.
2. The Registered Office of the Company will be situate in the Isle of Man.
3. The objects for which the Company is established are:-
 - (a)
 - (1) To acquire all the Ordinary Shares at present held by Felix Henry Gale and Brem Limited in SHORE GARAGES LIMITED and in addition thereto to acquire all the Ordinary Shares at present held by Gilbert Looney Corteen, George Parsons Crellin and Brem Limited in RAMSEY MOTORS LIMITED and with a view thereto to enter into the agreements with such aforesaid persons referred to in Clause 3 of the Company's Articles of Association and to carry the same into effect with or without modification.
 - (2) To carry on the business of manufacturers of, dealers in, hirers, repairers, cleaners, storers and warehousemen of motor cars, motor lorries, motor cycles, cycle cars, motors, scooters, cycles, bicycles, and carriages, launches, boats, vans, aeroplanes, hydroplanes, and other conveyances of all descriptions (all hereinafter comprised in the term "motors and other things"), whether propelled or assisted by means of petrol, spirit, steam, gas, electrical, animal or other power, and of engines, chassis, bodies and other things used for, in, or in connection with motors and other things.
 - (3) To buy, sell, let on hire, repair, alter and deal in machinery, component parts, accessories and fittings of all kinds for motors and other things, and all articles and things referred to in Clause 3(a) (2) hereof, or used in, or capable of being used in, connection with the manufacture, maintenance and working thereof.
 - (4) To carry on the business of garage keepers and suppliers of and dealers in petrol, electricity and other motive power to motors and other things.

* The name of the Company was changed from Island Garages, Limited to Cresta Holdings Limited pursuant to a Special Resolution of the Company passed on 7th October 1986.

- (5) To carry on the business of mechanical engineers, machinists, fitters, millwrights, founders, wire-drawers, tube makers, metallurgists, insurance agents, saddlers, galvanisers, japanners, annealers, enamellers, electro platers, painters, and packing case makers.
- (6) To buy, sell and exchange any motors and other things and any other articles or commodities of any nature on any system of hire purchase or method of hiring combined with option to purchase, and also to buy, sell, and exchange hire purchase agreements or hire agreements failing the collection or payment of outstanding instalments of money.
- (7) To make arrangements with persons, firms or companies engaged in any trade or business to supply motor cars and other things and any other goods and/or wares, to customers of the company, the company itself paying for the motor car and other things and/or goods or wares so supplied upon such terms as the company shall arrange with its customers.
- (8) To make and enter into contracts for the supply of any goods in which the company is authorised to deal on credit and to accept payment thereof by deferred payments, or by instalments, according to the nature of the contract in each particular case, and to make such provision in such contracts for the enforcement of the same, including the right of the company to retake possession of such goods as the company may deem expedient or necessary.
- (9) To develop and turn into account any land acquired by or which the Company is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, paving, draining, farming, cultivating, letting on building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others.
- (10) To purchase for investment or re-sale and to traffic in land and house and other property of any tenure and any interest therein, and to create, sell and deal in freehold and leasehold ground rents and to make advances on the security of land or house or other property or any interest therein and generally to acquire, deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property of any kind whether real or personal.

- (11) To lend or advance money to such parties, and on such terms, as may seem expedient, and in particular to customers of, and persons having dealings with the Company, and to give any guarantee or indemnity that may seem expedient, and to discount bills, and to receive money on deposit at interest or otherwise, or valuables, and to transact any of the business of a banker which may seem to the Company expedient.
 - (12) Generally to carry on and transact every kind of guarantee and indemnity business.
 - (13) To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above businesses or objects, or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights for the time being.
- (b)
- (1) To act as an investment holding company and to co-ordinate the business of any companies in which the Company is, for the time being, interested and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stock, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof and to hold the same as investments, and to sell, exchange, carry and dispose of the same.
 - (2) To issue debentures, debenture stock, bonds, obligations and securities of all kinds, and to frame, constitute, and secure the same, as may seem expedient, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either perpetual or terminable, and either redeemable or otherwise, and to charge or secure the same by trust, deed or otherwise, on the undertaking of the Company, or upon any specific property and rights, present and future of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
 - (3) To facilitate and encourage the creation, issue or conversion of debentures, debenture stock, bonds, obligations, shares, stocks, and securities, and act as trustees in connection with any such

securities, and to take part in the conversion of business concerns and undertakings into companies.

- (4) To take part in the formation, management, supervision, or control of the business or operations of any Company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents.
- (5) To employ experts to investigate and examine into the condition, prospects, value, character and circumstances, of any business concerns and undertakings, and generally of any assets, property, or rights.
- (6) To constitute any trusts with a view to the issue of preferred and deferred or any other special stocks or securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate, and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred or other special stocks or securities.
- (7) To transact or carry on all kinds of agency business, and in particular in relation to the investment of money, the sale of property and the collection and receipt of money.
- (8) To advance and lend money on assets of all kinds upon such terms as may be arranged.
- (9) To give any guarantee in relation to the payment of any debentures, debenture stock, bonds, obligations, or securities, and to guarantee the payment of interest thereon or of dividends on any stock or shares of any company.
- (c) To procure the Company to be registered or recognised in any foreign country or place.
- (d) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, dockyards, aerodromes, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, vessels, (air, land, and marine), stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.

- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with such rights, powers and privileges as may be thought fit, debentures, deeds of bond and security, mortgage debentures or debenture stock payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
- (g) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (h) To receive money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations of customers and others.
- (i) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (j) To grant pensions, allowances, gratuities and bonuses to officers, employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to establish and support, or to support or subscribe to, any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company, and to institute and maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or of the persons employed by the Company.
- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or

without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (o) To enter into any partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidise or otherwise assist any such company.
- (p) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company.
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on, or the carrying on of which is considered likely to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company.
- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise grant licences, easements, and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the

Company may think fit, and in particular for shares, debentures, debenture stock or other securities of any other company having objects altogether or in part similar to those of this Company.

- (s) To amalgamate with any other company whose objects are to include objects ancillary to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (t) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (u) To obtain any provisional Order or Act of Tynwald or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly, to prejudice the Company's interests.
- (v) To act as trustee, agent or nominee for any person, persons or corporation in any part of the world and to apply for, subscribe, purchase or in any other way acquire, and to hold any assets, investments, property or securities on behalf of any such persons or corporation, and to sell, mortgage or otherwise deal with any such assets, investments, property or securities in such manner as such persons or corporation may from time to time direct.
- (w) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.
- (x) To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above businesses or objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights for the time being.
- (y) To do all such other things as are incidental or anticipated to be conducive to the above objects or any of them.

It is hereby declared that the word "Company" in this clause shall be deemed to include any person or partnership or other body of persons, and words denoting the singular number only shall include the plural number and vice versa, and so that the objects specified in each paragraph of this clause shall, except where otherwise expressed in such paragraph, be regarded as independent objects, and in no wise limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.

5. The Share Capital of the Company is £100,000, divided into 30,000 6 per cent. Redeemable Preference Shares of £1 each and 70,000 Ordinary Shares of £1 each with such rights as are defined by the Articles of Association registered herewith subject however to the right and power to modify or vary the same as contained in Clause 3 of Table 'A' in the First Schedule of the Companies Consolidation Act, 1931. Any new shares from time to time to be created may from time to time be issued with such rights of preference whether in respect of dividend or of repayment of Capital, or both, or any other special privilege or advantage over any shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other shares previously issued or then about to be issued or subject to any such conditions or provisions, and with any such right or without any right of voting and generally on such terms as the Company may from time to time determine and so that any preferential or special rights attached to issued shares shall not be affected or interfered with except in manner provided in Clause 3 of Table 'A' aforesaid.

"N.B. That in consequence of Resolutions passed by the Members of the Company and all duly filed in the Companies Registry the Share Capital of the Company referred to in the above Clause 5 is now £2,000,000 divided into 20,000,000 Ordinary Shares of 10p each."

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

No.	Names, Addresses and Descriptions of Subscribers	Number of shares taken by each Subscriber
1.	Robert Dowty, Briardene, Baldrine, Isle of Man. Motor Engineer	ONE
2.	Cecil Mark Watterson, Ballacosnahan, St. John's, Isle of Man. Business Consultant	ONE
Total Number of Shares Taken...		TWO

Dated this 14th day of December, 1962

Witness to the above:-

Signatures:-

E. D. Kneale,
11/13 Athol Street,
Douglas, Isle of Man.

Advocate

Registered in Isle of Man
No. 1637

THE COMPANIES ACTS 1931-1982

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

CRESTA HOLDINGS LIMITED

(Adopted pursuant to Special Resolution
passed on 7th October 1986)

PRELIMINARY

1. The regulations contained in Table A in the First Schedule to the Companies Act 1931 shall not apply to the Company except in so far as the same are repeated or contained in these Articles

2. In these Articles, unless the context otherwise requires:-

"the Act" means the Companies Act 1931.

"the Statutes" means the Companies Acts 1931 to 1982 and every statutory modification or re-enactment thereof for the time being in force.

"these Articles" means these Articles of Association or other the articles of association of the Company from time to time in force.

"the Auditors" means the Auditors for the time being of the Company.

"the Directors" means the Directors for the time being of the Company.

"dividend" includes bonus.

"month" means calendar month.

"the Office" means the registered office for the time being of the Company.

"paid up" includes credited as paid up.

"the Register" means the Register of Members required to be kept by the Statutes.

"the Seal" means the common seal of the Company.

"Secretary" includes a deputy or assistant secretary, and any person appointed by the Directors to perform the duties of the Secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

"in writing" and "written" includes printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form.

Words importing the singular number only shall include the plural, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing individuals shall include corporations.

Any reference herein to the provisions of any Act shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent statute.

Subject as aforesaid, and unless the context otherwise requires, words and expressions defined in the Statutes shall bear the same meanings in these Articles.

SHARES

3. The capital of the Company as at the date of the adoption of these Articles as the Articles of Association of the Company is £2,000,000 divided into 20,000,000 Ordinary Shares of 10p each.

4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine). If requisite, the Company shall in accordance with the Statutes within one month from allotting shares deliver a statement in the prescribed form containing particulars of special rights.

5. Subject to the provisions of the Statutes any shares may be issued on the terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the

shareholder on such terms and in such manner as may be provided by these Articles.

6. The Company shall not give any financial assistance for the acquisition of shares in the Company except and in so far as permitted by the Statutes.

7. The shares of the Company shall not be allotted at a discount and save as permitted by the Statutes shall not be allotted except as paid up at least as to one-quarter of their nominal value and the whole of any premium thereon.

8. The Company may exercise the powers of paying commissions conferred by the Statutes, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Statutes and the rate of the commission shall not exceed the rate of ten per cent. of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent. of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

9. Save as otherwise provided in the Statutes or in these Articles, all unissued shares (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may (subject to the provisions of the Statutes) allot, grant options over, offer or otherwise sell with or dispose of them to such persons at such time, and generally on such terms and conditions as they may determine.

10. Except as required by law or pursuant to the provisions of these Articles, no person shall be recognised by the Company as holding any share upon any trust, and (except only as by these Articles or by law otherwise provided or under an order of a court of competent jurisdiction) the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

11. Every share certificate shall be issued under the Seal and shall specify the number and class and the distinguishing number (if any) of the shares to which it relates and the amount paid up thereon. No certificate shall be issued relating to shares of more than one class.

12. Every person whose name is entered as a Member on the Register shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such

other period as the conditions of issue shall provide) one certificate for all the shares registered in his name or, in the case of shares of more than one class being registered in his name, a separate certificate for each class of shares so registered, and where a Member transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of shares of that class retained by him. If a Member shall require additional certificates he shall pay for each additional certificate such reasonable sum (if any) as the Directors may determine.

13. In respect of shares of one class held jointly by more than one person the Company shall not be bound to issue more than one certificate, and delivery of a certificate for such shares to the person first named on the Register in respect of such shares shall be sufficient delivery to all such holders.

14. If any certificate be worn out or defaced then upon delivery thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity with or without security as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

15. Every certificate issued under the last preceding Article shall be issued without payment, but there shall be paid to the Company such out-of-pocket expenses of the Company in connection with the request as the Directors think fit and a sum equal to the costs incurred by the Company of any such indemnity and security as is referred to in that Article.

VARIATION OF RIGHTS

16. If at any time the share capital is divided into different classes of shares, the rights attached to any class or any of such rights may, subject to the provisions of the Statutes, whether or not the Company is being wound up, be modified, abrogated or varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class.

17. To every such separate General Meeting the provisions of Sections 113, 114, 115 of the Act and the provisions of these Articles relating to General Meetings shall, mutatis mutandis, so far as applicable apply, subject to the following provisions, namely:--

- (a) the necessary quorum at any such meeting other than an adjourned meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question

and at an adjourned meeting one person holding shares of the class in question or his proxy; and

- (b) any holder of shares of the class in question present in person or by proxy may demand a poll.

18. The rights attached to any class of shares shall, unless otherwise expressly provided by the terms of issue of the shares of that class or by the terms upon which such shares are for the time being held, be deemed not to be modified, abrogated or varied by the creation or issue of further shares ranking *pari passu* therewith.

CALLS ON SHARES

19. The Directors may, subject to the terms of allotment thereof, from time to time make such calls upon the Members as they think fit in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine.

20. A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

21. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

22. If a sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest on the sum at such rate, not exceeding fifteen per cent. per annum, as the Directors may determine from the day appointed for the payment thereof until the actual payment thereof, and all expenses that may have been incurred by the Company by reason of such non-payment; but the Directors may, if they shall think fit, waive the payment of such interest and expenses or any part thereof.

23. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

24. The Directors may, on the issue of shares, make arrangements for a difference between the holders of such shares in the amounts of calls to be paid and in the times of payment of such calls.

25. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys, whether on account of the nominal value of the shares or by way of premium, uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) twelve per cent. per annum, as may be agreed upon between the Directors and the Member paying such moneys in advance.

FORFEITURE AND LIEN

26. If any Member fails to pay any call or instalment in full on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.

27. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which and the place where such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited.

28. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall extend to all dividends declared in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Directors. The Directors may accept a surrender of any share liable to be forfeited hereunder.

29. When any share has been forfeited notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share, or the person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be invalidated by any failure to give such notice or make such entry as aforesaid.

30. A share so forfeited or surrendered shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Directors think fit. Provided that the Company shall not exercise any voting rights in respect of such share and any such share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture or surrender shall thereupon be cancelled in accordance with the provisions of the Statutes. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the share so sold or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto.

31. The Directors may, at any time before any share so forfeited or surrendered shall have been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon such terms as they think fit.

32. Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares, together with interest thereon at such rate, not exceeding fifteen per cent. per annum, as the Directors may determine from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares, together with interest as aforesaid. The Directors may, if they shall think fit, waive the payment of such interest or any part thereof.

33. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share; but the Directors may at any time waive any lien which has arisen and may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

34. The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, (i) stating, and demanding payment of, the sum presently payable, and (ii) giving notice of intention to sell in default of such payment, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

35. The net proceeds of such sale, after payment of the costs thereof, shall be received by the Company and applied in

or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

36. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES

37. The instrument of transfer of any share in the Company shall be signed by or on behalf of the transferor (and, in the case of a share which is not fully paid, shall be signed by or on behalf of the transferee) and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

38. All transfers of shares shall be effected by instrument in writing in any usual or common form or any other form which the Directors may approve.

39. The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share which is not a fully paid share. The Directors may likewise refuse to register any transfer of a share, whether fully paid or not, in favour of more than four persons jointly.

40. The Directors may decline to recognise any instrument of transfer unless:-

- (a) the instrument of transfer is left at the Office, or at such other place as the Directors may from time to time determine, to be registered, accompanied by the certificate(s) of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make

the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and

- (b) the instrument of transfer is in respect of only one class of share.

41. If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and (except in the case of fraud) return to him the instrument of transfer. All instruments of transfer which are registered may be retained by the Company.

42. No fee shall be charged by the Company on the registration of any instrument of transfer, probate, letters of administration, certificate of death or marriage, power of attorney, stop notice or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

43. The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares: Provided always that such registration shall not be suspended, either generally or otherwise, for more than thirty days in any year.

44. The Company shall be entitled to destroy:-

- (i) any instrument of transfer which has been registered, at any time after the expiration of six years from the date of registration thereof;
- (ii) any dividend mandate or any variation or cancellation thereof or any notification of change of address, at any time after the expiration of two years from the date of recording thereof; and
- (iii) any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company: Provided always that:-

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties thereto);
- (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and
- (c) references in this Article to the destruction of any document include references to its disposal in any manner.

TRANSMISSION OF SHARES

45. In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognised by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

46. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy, as the case may be.

47. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

48. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not.

Before being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within sixty days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

CONVERSION OF SHARES INTO STOCK

49. The Company may by Ordinary Resolution convert any of its fully paid up shares into stock of the same class as the shares so converted, and reconvert such stock into fully paid up shares of the same class and of any denomination.

50. The several holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose.

51. The several holders of such stock shall, according to the amount of stock held by them and the class thereof, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

52. Such of the provisions of these Articles as are applicable to fully paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

ALTERATION OF CAPITAL

53. The Company may from time to time by Ordinary Resolution increase its share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. All new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, forfeiture, lien, transfer and transmission and otherwise.

54. The Company may by Ordinary Resolution:-

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject nevertheless, to the provisions of Section 50(1)(d) of the Act), provided that:-

(i) in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and

(ii) the resolution whereby any share is sub-divided may determine that as between the resulting shares one or more of such shares may be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares;

(c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

55. Subject to any direction by the Company in General Meeting, whenever as the result of any consolidation or sub-division and consolidation of shares Members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and in particular may sell the shares to which Members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may nominate some person to execute a transfer of the shares sold on behalf of the Members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

56. The Company may by Special Resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner and with, and subject to, any incident authorised, and consent required, by law.

GENERAL MEETINGS

57. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company

and that of the next. The Annual General Meeting shall be held at such time and place as the Directors shall appoint.

58. All General Meetings other than Annual General Meetings shall be called Extraordinary General Meetings.

59. The Directors may, whenever they think fit, convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by Section 113 of the Act. If at any time there are not within the Isle of Man sufficient Directors capable of acting to form a quorum the Directors in the Isle of Man capable of acting, or if there are no Directors capable and willing so to act, any two Members of the Company, may convene an Extraordinary General Meeting in the same manner as nearly as possible as that in which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

60. An Annual General Meeting and a meeting called for the passing of a Special Resolution shall be called by not less than twenty-one days' notice in writing, and a meeting of the Company other than an Annual General Meeting or a meeting for the passing of a Special Resolution shall be called by not less than fourteen days' notice in writing. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given, and shall specify the place, the day and the hour of meeting and, in case of special business, the general nature of that business. It shall be given, in manner hereinafter mentioned or in such other manner, if any, as may be prescribed by the Company in General Meeting, to such persons as are, under these Articles, entitled to receive such notices from the Company and shall comply with the provisions of the Statutes as to informing Members of their right to appoint proxies. A notice calling an Annual General Meeting shall specify the meeting as such and a notice convening a meeting to pass an Extraordinary Resolution or a Special Resolution as the case may be shall specify the intention to propose the resolution as such.

61. A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in the last preceding Article, be deemed to have been duly called if it is so agreed:-

- (a) in the case of a meeting called as the Annual General Meeting, by all the Members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the Members having a right to attend and vote at the meeting, being a majority together holding not less than ninety-five per cent. in nominal value of the shares giving that right.

62. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

PROCEEDINGS AT GENERAL MEETINGS

63. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors and any other documents required by law to be attached or annexed to the balance sheets, the election of Directors in place of those retiring, and the appointment of (when special notice of the resolution for such appointment is not required by the Statutes), and the fixing of the remuneration of the Auditors.

64. 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 herein otherwise provided, two Members present in person shall be a quorum. A Corporation being a Member shall be deemed for the purpose of this Article to be personally present if represented by proxy or in accordance with the provisions of Section 115 of the Act. The appointment of a Chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.

65. If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened by or upon the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time (being not less than fourteen days nor more than twenty-eight days thence) and place as the Chairman shall appoint. If at such adjourned meeting a quorum be not present within half an hour from the time appointed therefor, the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. The Company shall give not less than seven clear days' notice of any meeting adjourned for want of a quorum and the notice shall state that the Member or Members present as aforesaid shall form a quorum and shall have the power aforesaid.

66. The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any General Meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the Directors present shall select one of their number to be Chairman; or if no Director be present and willing to take the chair the Members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

67. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, not less than seven clear days' notice in writing of the adjourned meeting shall be given specifying the day, the place and the time of the meeting as in the case of an original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment.

68. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded:-

- (a) by the Chairman; or
- (b) by at least two Members present in person or by proxy and entitled to vote; or
- (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
- (d) by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

69. Except as provided in Article 71, if a poll is duly demanded it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

70. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

71. A poll demanded on the election of a Chairman or on the question of an adjournment shall be taken forthwith. A poll

demande on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days after the date of the meeting or adjourned meeting at which the poll is demanded) and place as the Chairman may direct. No notice need be given of a poll not taken immediately. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn.

VOTES OF MEMBERS

72. (i) Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member who (being an individual) is present in person or (being a Corporation) is present by a duly authorised representative under Section 115 of the Act shall have one vote, and on a poll every Member shall have one vote for each share of which he is the holder.

(ii) In accordance with Section 115 of the Act, a Corporation being a Member may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of members of the Company and the persons so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents as that Corporation could exercise it if were an individual Member of the Company.

73. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

74. A Member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction for the protection or management of the offices or persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his receiver curator bonis or other person authorised in that behalf appointed by that court, and such receiver curator bonis or other person may, on a poll, vote by proxy.

75. No Member shall, unless the Directors otherwise determine, be entitled, in respect of any share in the capital of the Company held by him, to be present or to vote on any question, either in person or by proxy, at any General Meeting, or upon any poll, or to be reckoned in a quorum, or to exercise any other right or privilege conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of such share remains unpaid.

76. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting, whose decision shall be final and conclusive.

77. On a poll votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

78. The instrument appointing a proxy shall be in writing in any usual or common form, or any other form which the Directors may approve, under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. The signature on such instrument need not be witnessed.

79. A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend on the same occasion. Deposit of an instrument of proxy shall not preclude a Member from attending and voting in person at the meeting or any adjournment thereof.

80. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place (if any) in the Isle of Man or the United Kingdom as is specified for that purpose in or by way of note to the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than twenty-four hours before the time appointed for the taking of the poll at which it is to be used, and in default the instrument of proxy shall not be treated as valid.

81. An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No instrument of proxy shall be valid after the expiration of twelve months from the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within twelve months from that date.

82. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

83. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous

death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office or such other place (if any) as is specified for depositing the instrument of proxy before the commencement of the meeting or adjourned meeting or the holding of a poll subsequently thereto at which such vote is given.

84. Subject to the provisions of the Statutes, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, and may consist of two or more documents in like form each signed by one or more of the Members.

DIRECTORS

85. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not more than ten nor less than three.

86. A Director shall not be required to hold any shares in the capital of the Company. A Director who is not a Member shall nevertheless be entitled to receive notice of and attend and speak at all General Meetings of the Company and all separate General Meetings of the holders of any class of shares in the capital of the Company.

87. A Director of the Company may be or continue as or become a director or other officer servant or Member of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received or receivable by him as a director or other officer servant or member of, or from his interest in, such other company.

88. (1) The Directors shall be paid out of the funds of the Company by way of fees for their services as Directors such sums (if any) as the Directors may from time to time determine (not exceeding in the aggregate an annual sum of £10,000 or such larger amount as the Company may by Ordinary Resolution determine) and such remuneration shall be divided between the Directors as they shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day.

(2) The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings or otherwise in connection with the business of the Company.

Any Director who is appointed to any executive office or who serves on any committee or who devotes special attention to the business of the Company, 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, percentage of profits or otherwise as the Directors may determine.

ALTERNATE DIRECTORS

90. (A) Each Director shall have the power at any time to appoint as an alternate Director either (i) another Director or (ii) 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 Directors agree otherwise) only take effect upon receipt of such written appointment or removal at the Office. An alternate Director shall not be required to hold any shares in the capital of the Company and shall not be counted in reckoning the maximum and minimum number of Directors allowed or required by these Articles.

(B) An alternate Director so appointed 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 shall 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.

(C) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as Director of his appointor, and to receive notice of all General Meetings.

(D) 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.

(E) 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 Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a

Director, but shall count as only one for the purpose of determining whether a quorum be present.

BORROWING POWERS

91. (A) Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the Statutes and Article 9 of these Articles 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.

(B) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) so as to secure (so far, as regards subsidiaries, as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Group (which expression in this Article means and includes the Company and its subsidiaries for the time being) and for the time being owing to persons outside the Group shall not at any time, without the previous sanction of (i) an Ordinary Resolution of the Company in General Meeting exceed a sum equal to three times the aggregate of:-

- (i) the amount paid up on the share capital of the Company; and
- (ii) the total of the capital and revenue reserves of the Group (including any share premium account, capital redemption reserve and credit balance on the profit and loss account)

all as shown in the latest audited and consolidated balance sheet of the Group but after:-

- (a) making such adjustments as may be appropriate in respect of any variation in such amount paid up on the share capital, or share premium account or capital redemption reserve since the date of such latest audited consolidated balance sheet;
- (b) deducting (to the extent included):-
 - (i) any amounts distributed or proposed to be distributed (but not provided in such latest audited consolidated balance sheet) other than distributions attributable to the Company;
 - (ii) any sums set aside for taxation;
 - (iii) any amounts attributable to outside shareholders in subsidiaries of the Company;

(iv) any amounts attributable to goodwill or other intangible assets; and

(v) any debit balance on the profit and loss account;

(c) making such adjustments (if any) as the Auditors may consider appropriate.

(C) For the purpose of the foregoing limit "moneys borrowed" shall be deemed to include the following except in so far as otherwise taken into account (together in each case with any fixed or minimum premium payable on final repayment):-

- (i) the principal amount for the time being owing (other than to a member of the Group) in respect of any loan capital, whether secured or unsecured, issued by a member of the Group in whole or in part for cash or otherwise;
- (ii) the principal amount raised by any member of the Group by acceptances or under any acceptance credit opened on its behalf by any bank or accepting house other than acceptances relating to the purchase of goods in the ordinary course of trading and outstanding for not more than ninety days;
- (iii) the nominal amount of any share capital, and the principal amount of any moneys borrowed or other indebtedness, the redemption or repayment of which is guaranteed or secured or is the subject of an indemnity given by any member of the Group and the beneficial interest in the redemption or repayment of which is not owned within the Group; and
- (iv) the nominal amount of any share capital (not being equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) of any subsidiary of the Company owned otherwise than by other members of the Group;

but "moneys borrowed" shall not include and shall be deemed not to include:-

- (i) amounts borrowed for the purpose of repaying the whole or any part (with or without premium) of any moneys borrowed by any member of the Group then outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and
- (ii) the proportion of the excess outside borrowing of a partly owned subsidiary which corresponds to the proportion of its equity share capital owned otherwise than by members of the Group and so that, for this purpose, the expression "excess outside borrowing"

shall mean so much of the borrowings of such partly owned subsidiary otherwise than from members of the Group as exceeds the amounts (if any) borrowed from it by other members of the Group.

(D) No lender or other person dealing with the Company or any of its subsidiaries shall be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the said limit has been or would thereby be exceeded.

POWERS AND DUTIES OF DIRECTORS

92. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Statutes or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of these Articles and of the Statutes, and to such directions, being not inconsistent with any provisions of these Articles and of the Statutes, as may be given by the Company in General Meeting: Provided that no direction given by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given. The general powers conferred upon the Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article.

93. The Directors may exercise all the powers of the Company to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is a subsidiary company of or allied or associated with the Company or any such subsidiary and to the wives, widows, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of Schemes, Trusts and Funds (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such fund or scheme or otherwise).

94. The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs either in the Isle of Man or elsewhere and may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration. And the Directors from time to time, and at any

time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors (other than the powers of borrowing and of making calls), with power to sub-delegate, and may authorise the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

95. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

96. The Company may exercise the powers conferred upon the Company by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

97. The Company may exercise the powers conferred upon the Company by the Statutes with regard to the keeping of a dominion register, and the Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit respecting the keeping of any such register.

98. (A) Subject to the provisions of the Statutes, a Director may hold any other office or place of profit under the Company, except that of Auditor, in conjunction with the office of Director and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other Article. No Director or intending Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either with regard to his tenure of any such other office or place of profit or any such acting in a professional capacity or as a vendor, purchaser or otherwise. Subject to the provisions of the Statutes and save as therein provided no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be liable to be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be

liable to account to the Company for any profit realised by any such contract, arrangement, transaction or proposal by reason of such Director holding that office or of the fiduciary relation thereby established, but he shall declare the nature of his interest in accordance with the Statutes.

(B) Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

(C) A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

- (i) the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
- (ii) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (iii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
- (iv) any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in one per cent. or more of any class of the equity share capital (or of a third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purposes of this Article to be a material interest in all circumstances);
- (v) any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of a superannuation fund or retirements benefit scheme under which he may benefit and which

relates to both employees and Directors of the Company and which does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such scheme or fund relates; and

- (vi) any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of any scheme for enabling employees including full-time Executive Directors of the Company and/or any subsidiary to acquire shares of the Company or any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits in a similar manner to employees.

(D) A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof.

(E) 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 company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under paragraph (C)(iv) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

(F) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

(G) Subject to the provisions of the Statutes the Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

99. The Directors may exercise or procure the exercise of the voting rights conferred by the shares in any other company held or owned by the Company, and may exercise any voting rights to which they are entitled as Directors of such other company, in such manner as they shall in their absolute discretion think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them as directors, officers or servants of such other company, and fixing their remuneration as such, and may vote as Directors of this Company in connection with any of the matters aforesaid.

100. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time determine.

101. The Directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors.

It shall not be necessary for Directors present at any meeting of Directors or committee of Directors to sign their names in the Minute Book or other book kept for recording attendance. Any such minute as aforesaid, if purporting to be signed by the Chairman of the meeting at which the proceedings were had, or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

DISQUALIFICATION OF DIRECTORS

102. The office of a Director shall be vacated in any of the following events, namely:-

- (a) If he is prohibited from being a Director by reason of any order made under Section 208 or Section 259 of the Act.
- (b) If he becomes bankrupt or makes any arrangement or composition with his creditors generally.
- (c) If he becomes prohibited by law from acting as a Director.
- (d) If in England or elsewhere an Order is made by any Court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs.
- (e) If he resigns his office by notice in writing under his hand to the Company or offers in writing under his hand to resign and the Directors resolve to accept such offer.

- (f) If not having leave of absence from the Directors, he and his alternate (if any) fail to attend the meetings of the Directors for six successive months, unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient, and the Directors resolve that his office be vacated.
- (g) If he shall be removed from office by notice in writing served upon him signed by all his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed to be an act of the Company and shall have effect without prejudice to any claim for damages for breach of contract or service between him and the Company.
- (h) If he is removed from office pursuant to Article 110.

ROTATION OF DIRECTORS

103. At each Annual General Meeting of the Company one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third, shall retire from office. A Director retiring at a meeting shall retain office until the dissolution of such meeting.
104. The Directors to retire in each year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.
105. If at any General Meeting at which an election of Directors ought to take place the place of any Director retiring by rotation be not filled up, then, subject to any resolution reducing the number of Directors in office, such retiring Director shall, if willing, continue in office until the dissolution of the Annual General Meeting in the next year, and so on from year to year until his place is filled up, unless a resolution for his re-election shall have been put to the meeting and lost.
106. A single resolution for the appointment of two or more persons as Directors shall not be put at any General Meeting, unless a resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it.
107. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any General Meeting unless not less than seven nor more than twenty-one days before the date appointed for the meeting there shall have been left at the Office notice in writing, signed by a Member duly qualified

to attend and vote at such meeting, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

108. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors then in office, and may also determine in what rotation the increased or reduced number is to go out of office.

109. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

110. The Company may by Ordinary Resolution, of which special notice has been given in accordance with the provisions of the Statutes, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

111. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article, and without prejudice to the powers of the Directors under Article 109 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

112. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to a Director who is not within the Isle of Man.

113. Notice of a Board Meeting shall be deemed to be duly given to a Director if it is given to him personally or by word

of, mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the Isle of Man may request the Board that notices of Board Meetings shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, whether or not out of the Isle of Man.

114. The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

115. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

116. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. Save as aforesaid the meetings and proceedings of a committee consisting of more than one member shall be governed by the provisions of these Articles regulating the proceedings and meetings of Directors.

117. All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their office or not entitled to vote, or had in any way vacated their office or his office be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director, and was entitled to vote.

118. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effective for all purposes as a resolution of the Directors passed at a meeting duly convened and held, and may consist of two or more documents in like form each signed by one or more of the Directors. Provided that such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him.

MANAGING AND EXECUTIVE DIRECTORS

119. Subject to the provisions of the Statutes the Directors may from time to time appoint one or more of their body to the office of Managing Director or to hold such other Executive Office in relation to the management of the business of the Company as they may decide, for such period and on such terms as they think fit, and, subject to the terms of any service contract entered into in any particular case and without prejudice to any claim for damages such Director may have for breach of any such service contract, may revoke such appointment. A Director so appointed shall not, whilst holding such office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors but, without prejudice to any claim for damages such Director may have for breach of any service contract between him and the Company, his appointment shall be automatically determined if he ceases from any cause to be a Director.

120. The salary or remuneration of any Managing Director or such Executive Director of the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, and may include the making of provisions for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance benefits, or may be upon such other terms as the Directors determine.

121. The Directors may entrust to and confer upon a Managing Director or such Executive Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

SECRETARY

122. Subject to the provisions of the Statutes the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit; and any Secretary may be removed by them.

THE SEAL

123. The Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which it shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such

signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature.

RESERVE

124. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

DIVIDENDS

125. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

126. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.

127. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Statutes which apply to the Company.

128. Subject to the rights of persons, if any, entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly.

129. The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company.

130. Any General Meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend

wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company, and the Directors shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

131. All dividends and interest shall belong and be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable respectively, or at such other date as the Company by Ordinary Resolution or the Directors may determine notwithstanding any subsequent transfer or transmission of shares. The Company may pay any dividend, interest or other moneys payable in cash in respect of shares, by direct debit, bank transfer, cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the joint holder whose name stands first in the Register, or to such person and to such address as the holder or joint holders may in writing direct, and the Company shall not be responsible for any loss of any such cheque, warrant or order. Every such cheque, warrant or order shall be made payable to the order of the person to whom it is sent, or to such person as the holder or joint holders may in writing direct, and the payment of such cheque, warrant or order shall be a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the share held by him as joint holder.

132. No dividend or other moneys payable on or in respect of a share shall bear interest against the Company..

133. All dividends, interest or other sums payable unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

CAPITALISATION OF PROFITS

134. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the

credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution: Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article only be applied in the paying up of unissued shares to be allotted to Members of the Company as fully paid bonus shares and in accordance with the provisions of the Statutes.

135. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted credited as fully paid to those Members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions), and the Directors shall give effect to such resolution.

136. Whenever a resolution is passed in pursuance of Article 134 or 135 above the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

ACCOUNTS

137. The Directors shall cause accounting records to be kept in accordance with the provisions of the Statutes.

138. The accounting records shall be kept at the Office or, subject to the provisions of the Statutes, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

139. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

140. The Directors shall from time to time in accordance with the provisions of the Statutes, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Statutes.

141. A printed copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report and Directors' report, shall not less than twenty-one days before the date of the meeting be sent to every Member (whether or not he is entitled to receive notices of General Meetings of the Company) and every holder of debentures of the Company (whether or not he is so entitled) and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or these Articles, but this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures. Whenever permission to deal in and quotation for any of the Company's shares or debentures have been granted by The Stock Exchange four copies of each of such documents shall at the same time be forwarded to the Secretary of The Stock Exchange.

AUDIT

142. Auditors shall be appointed and their duties regulated in accordance with the provisions of Sections 12, 14 and 15 of the Companies Act 1982.

NOTICES

143. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the Isle of Man or United Kingdom) to the address, if any, within the Isle of Man or the United Kingdom supplied by him to the Company for the giving of notice to him.

144. A Member who has no registered address within the Isle of Man or the United Kingdom, and has not supplied an address within the Isle of Man or the United Kingdom as aforesaid, shall not be entitled to receive any notice from the Company.

145. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the latest within twenty-four hours if prepaid as first-class and within seventy-two hours if prepaid as second-class after the letter containing the same is posted; and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and stamped and put into a post office.

146. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.

147. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

148. Subject to such restrictions affecting the right to receive notices as are for the time being applicable to the holders of any class of shares, notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

- (a) every Member except those Members who (having no registered address within the Isle of Man or the United Kingdom) have not supplied to the Company an address within the Isle of Man or the United Kingdom for the giving of notices to them;
- (b) the Auditor for the time being of the Company;
- (c) the Directors and (if any) alternate Directors.

No other person shall be entitled to receive notices of General Meetings.

WINDING UP

149. If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Statutes, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value

as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

150. Subject to the provisions of the Statutes, every Director or other officer or Auditor for the time being of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, 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 337 of the Act.

29 July 1993

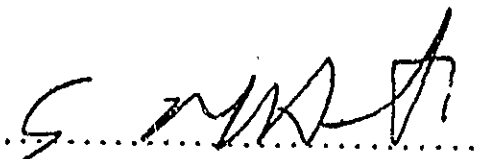
CRESTACARE PLC

At an Extraordinary General Meeting of the Company held at 10.00am at the Cresta Court Hotel, Church Street, Altrincham, Cheshire WA14 4DP on 30 July 1993 the following Resolution was passed as an Ordinary Resolution:

ORDINARY RESOLUTION

THAT:

- (a) the authorised share capital of the Company be and is hereby increased from £10,000,000 to £25,000,000 by the creation of an additional 150,000,000 Ordinary Shares of 10p each in the capital of the Company to rank equally in all respects with the existing Ordinary Shares of the Company except that they will not qualify for any interim dividend payable in respect of the year ending 31 December 1993; and
- (b) the acquisition by the Company of the Clevelandian Assets and the Durham Assets on the terms summarised in the Circular be and they are hereby approved and the Directors be and they are hereby approved and authorised to do all things as they consider necessary to give effect thereto with such modifications to those terms (if any) as they may think fit; and
- (c) that the Directors be authorised to issue equity securities up to an amount of £8,560,525.1 for cash other than to existing Shareholders in proportion to their existing holdings.


.....
Chairman

Company Number: 1637 -211



CRESTACARE LIMITED

(The Companies Act 1931 - 1992)

(Pursuant to Section 117 of the Companies Act 1931)

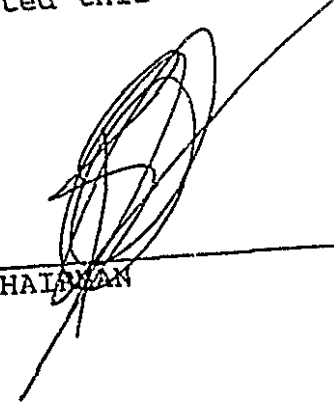
SPECIAL RESOLUTION

At an Extraordinary General Meeting of the above Company duly convened and held at the Cresta Court Hotel, Church Street, Altrincham, Cheshire on the 28th April 1993 the following Special Resolution was passed:-

RESOLVED THAT:-

- (1) Section 29 of the Companies Act 1992 shall apply to the Company;
- (2) the name of the Company be changed to "CrestaCare Plc"; and
- (3) conditionally upon the issue by the Registrar of a Certificate showing the name of the Company to be that set out in paragraph (2) above:
 - (a) the Memorandum of Association of the Company be and is hereby amended by the deletion, where it appears, of the name "CrestaCare Limited" and the substitution in its place of the name "CrestaCare Plc" and;
 - (b) the Articles of Association of the Company be and are hereby amended by the deletion, where it appears, of the name "CrestaCare Limited" and the substitution in its place of the name "CrestaCare Plc".

Dated this 28th Day of April 1993.


CHAIRMAN



4/5/93

THE COMPANIES ACTS 1931 to 1986

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

of

CRESTA HOLDINGS LIMITED




At an Extraordinary General Meeting of the Company held on Tuesday 9th April 1991 at the Palace Hotel, Central Promenade, Douglas, Isle of Man the following Resolution was passed as an Ordinary Resolution:

ORDINARY RESOLUTION

THAT:

- (a) the authorised share capital of the Company be and is hereby increased from £7,500,000 to £10,000,000 by the creation of an additional 25,000,000 Ordinary Shares of 10p each in the capital of the Company to rank equally in all respects with the existing ordinary shares of the Company except that they will not qualify for the final dividend payable in respect of the year ended 31st December, 1990; and
- (b) the terms of the Placing and Open Offer, details of which are set out in the circular to shareholders of the Company dated 13th March, 1991, be and are hereby approved and the Directors of the Company be and are hereby authorised to do all such things as may be necessary or desirable to complete the Placing and Open Offer.


.....
B.D. Connor
Chairman

To: Chief Registrar

Company No 1637 - 178

III THE MATTER OF THE COMPANIES ACTS

1931 to 1986

IN THE MATTER OF CRESTA HOLDINGS LIMITED

NOTICE OF ORDINARY RESOLUTIONS PURSUANT TO
SECTION 117 OF THE COMPANIES ACT 1931

1. At an Extraordinary General Meeting of the Company held on the 20th day of October 1987 the following Resolutions were passed as Ordinary Resolutions of the Company:

1. THAT the offer by the Company to acquire the whole of the issued share capital of Edman Communications Group PLC ("Edman") on the terms of an agreement dated 22nd September, 1987 made between K H Fowler and others (1), and the Company (2) and the terms of the offer letter from Lloyds Merchant Bank to shareholders of Edman dated 25th September, 1987 (true copies of which have been produced to the Meeting and initialled by the Chairman for the purposes of identification and described in the Circular to shareholders dated 25th September, 1987 accompanying the Notice of this Meeting be and the same is hereby approved and the Directors be and they are hereby authorised to do all acts and things necessary for the Company to acquire the issued share capital of Edman;
2. THAT the acquisition by the Company of the whole of the issued share capital of The Browcom Group PLC on the terms of an agreement dated 22nd September, 1987 made between P G Hughes and others (1), and the Company (2) (a true copy of which has been produced to the Meeting and initialled by the Chairman for the purposes of identification) and described in the Circular to shareholders dated 25th September, 1987 accompanying the Notice of this Meeting be and the same is hereby approved and the Directors be and they are hereby authorised to complete the same on the terms thereof;
3. THAT the acquisition by the Company of the whole of the issued share capital of Contact (Financial Services) Limited on the terms of an agreement dated 22nd September, 1987 made between C R Charlton and others (1), and the Company (2) (a true copy of which has been produced to the Meeting and initialled by the Chairman for the purposes of identification) and described in the Circular to shareholders dated 25th September, 1987 accompanying the Notice of this Meeting be and the same is hereby approved and the Directors be and they are hereby authorised to complete the same on the terms thereof;

C. R. CHARLTON I.O.	
SECRETARY	
INITIALS	DATE
CP	20/10/87

4. THAT the authorised share capital of the Company be and is hereby increased from £2,000,000 to £2,600,000 by the creation of 6,000,000 new Ordinary Shares of 10p each in the Company;
5. THAT the grant to employees of Edman Communications Group PLC or its subsidiaries of options to subscribe for 250,000 Ordinary Shares in the capital of the Company upon and subject to the terms and conditions of the proposals which are summarised in paragraph 1.6(c) of the Circular to shareholders dated 25th September, 1987 accompanying the Notice of this Meeting, be and is hereby approved and the Directors be and are hereby authorised to do all acts and things necessary for the Company to grant such options and put such proposal into effect; and
6. THAT the entering into by the Company of revised service agreements with each of Messrs B D O'Connor and G A Thompson (in the form of the drafts produced to the Meeting and initialled by the Chairman for the purpose of identification) and described in the Circular to shareholders dated 25th September, 1987 accompanying the Notice of this Meeting be and the same is hereby approved and the Directors be and they are hereby authorised to enter into the same on behalf of the Company.

.....
G A Thompson
Company Secretary

.....
B D O'Connor
Chairman

4/4

CRESTA HOLDINGS LIMITED

Company No. 1637 2/6

*6.000

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06-4-89A

To: The Registrar

Take Notice that at an Extraordinary General Meeting of Cresta Holdings Limited held on the 23rd March 1989 at the Palace Hotel, Central Promenade, Douglas, the following resolution was passed as an ordinary resolution:

"It was RESOLVED that the authorised share capital of the Company be increased from £6,500,000 to £7,500,000 by the creation of 10,000,000 new Ordinary Shares of 10p each in the Company."

Geoffrey M. Crane Secretary

30th March, 1989

GENERAL	
CLERK	
CHECKED	4 APR 1989
FILED	

Company Number: 1637 -261

GENERAL
5 JUN 1992
ISLE OF MAN

The Companies Act 1931-1986

Pursuant to Section 117 of the Companies Act 1931

CRESTA HOLDINGS LIMITED

Special Resolution

At an Extraordinary General Meeting of the above Company duly convened and held at The Palace Hotel, Central Promenade, Douglas, Isle of Man on the 04th day of June 1992 the following Special Resolution was passed:-

RESOLVED THAT:-

The name of the Company be changed from CRESTA HOLDINGS LIMITED to CRESTACARE LIMITED subject to the approval of the Registrar of Companies.

Dated this 04th day of June 1992.

.....
Chairman

CRESTA HOLDINGS LIMITED	
SPECIAL RESOLUTION	
CHECKED	DATE
FILED	5/6/92


CRESTA HOLDINGS LIMITED

I, COLIN THOMAS BROWN of 45 Slieau Dhoo 'Tromode Park Douglas being a director of CRESTA HOLDINGS LIMITED a company registered in the Isle of Man with registration number 1637 DQ solemnly and sincerely declare that the Memorandum and Articles of Association annexed hereto and marked "CTB 1" is a true copy of the Memorandum and Articles of Association of CRESTA HOLDINGS LIMITED.

AND I make this solemn Declaration conscientiously believing the same to be true and by virtue of the provisions of the Evidence Act 1871.

DECLARED at Douglas Isle of Man :

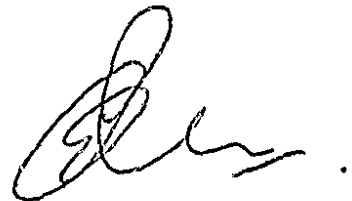
This 1st day of March 1994 :

Before me  :

A Commissioner for Oaths/Justice
of the Peace :

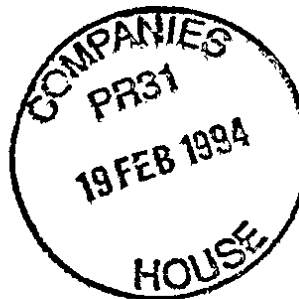
DAVID M. SPENCER
ADVOCATE :

50 ATHOL STREET
DOUGLAS
ISLE OF MAN
IM99 1PY :





COMPANIES HOUSE



BR3

This form should be completed in black.

Return by an overseas company subject to branch registration,
for alteration of company particulars
(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Company name

BR 315
CROSTHALL HC

(See note 1 on Page 3) Branch name
(if different to company name)

—

Particulars of change

1. Change of name

Note: If the company has changed its corporate name in its country of origin, give details here together with the date the change was registered or otherwise made.

Old corporate name

—

New corporate name

Date of change

--	--	--	--	--

2. Change in legal form (Give details of change)

Note: If the company has changed its legal form either by its own decision or by a change in its parent law, give details here

Date of change

--	--	--	--	--

3. Change to accounting requirements

Period for which the company is required to prepare accounts by parent law, in substitution for a period previously notified, has been changed to: (dates) _____ to _____

Period allowed for the preparation and public disclosure of accounts for the above period _____ months

Company Particulars**NOTE**

The changes to items 3 - 7 only are not required to be notified by companies incorporated in an EC member state or if the changes are already disclosed in the constitutional documents which have been filed with the Registrar.

4. Principal address

(give new principal place of business)

On * the company changed its principal address in its parent state to

* Insert date of change

5. Objects

(state new objects)

On * the company changed its objects to those described below / attached

+delete as applicable

6. Capital

(state new issued share capital (incl. currency))

On * 24th January 1994 the company increased/decreased its issued share capital from 168,635,502 to 169,004,516

Ordinary £0.10, 169,004,516

7. Governing law

List any change in the law under which the company was incorporated (e.g. a new Act) Include the date of the change.

Date

When completed, this form should be signed overleaf and returned to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

To whom should
Companies House
direct any enquiries
regarding this form

Name	J Ramsay
Address	Crescent House, 5 Ambassador House Sovereign Road, Arundel (Hampshire)
Tel. No	061 927 7044

* Delete as applicable

This return is delivered in respect of all the branches listed below,
registered at * Cardiff \ Edinburgh.

This notice must be delivered
to the Registrar within 21 days
of the notice of the alteration
being received in Great Britain
in due course of post (if
despatched with due diligence).

Signed Geoffrey M. Jones
(Director / Secretary / Permanent Representative)

Date 12/2/94

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.



COMPANIES HOUSE



BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars
(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC17124

Branch number

BR 315

Company name

CRESTACARE PLC

Branch name
(if different)

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR ☐

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

DO ☐

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name

J RAMSAY

Address

CRESTA HOUSE 5 AMBASSADOR PLACE,
STOCKPORT ROAD, ALTRISCHAW WA14 8DB

Telephone 061-927-7099

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name *Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

NOTES

Show the full forenames NOT
INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:
- if a married woman the name before
marriage need not be given.
- for names not used since the age of 18
or for at least 20 years
A person or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

- * Voluntary details
- + Directors only

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Other directorships

Give the name of every company
Incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

- dormant
- a parent company which wholly
owned the company making the
return
- another wholly owned subsidiary
of the same parent company

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA

CD

CS

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

AD

DO

+ Nationality NA

OC

Scope of authority

The extent of the authority to represent the company is
(give details)

These powers :

- # ☐ May be exercised acting alone,
- # ☐ Must be exercised with :- (give names of
co-authorised person(s))

I consent to act as director/secretary of the above named company

Signed _____ Date _____

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames

(name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DA 2, 5, 0, 2, 94

XD ☐

XS ☒

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

Geoffrey Hume

Crowe

DO 1, 1, 1, 1, 1

Geoffrey Michael

Crowe

AD 51 OAKWOOD LANE

Bowdon

CHESHIRE

WA14 3DL

Country

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐

May be exercised alone, or

☐

Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.

When completed, this form should be delivered to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ



COMPANIES HOUSE

BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Branch number

315

Company name

CRESTADORE PLC

Branch name
(if different)



A304A1M7

A13 RECEIPT DATE: 28/05/94

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR 2, 9, 0, 4, 9, 4

XD ☒

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

GEOFFREY MICHAEL

CROWE

DO 0, 5, 1, 0, 4, 7

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should
Companies House
address any enquiries
about the information
on this form

Name MR J. RAMLAY

CRESTA HOUSE
Address 5 AMBASSADOR PLACE

STOCKPORT ROAD, ALTRISCHAM WA15 8DS

Telephone 061-927-7099

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name

*Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Scope of authority

NOTES

Show the full forenames NOT
INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:
for a married woman the name before
marriage need not be given,
for names not used since the age of 18
or for at least 20 years
A peer or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

* Voluntary details
+ Directors only

Other directorships

Give the name of every company
incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

- dormant
- a parent company which wholly
owned the company making the
return
- another wholly owned subsidiary
of the same parent company

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA 29 04 94

CD ☒
 CS ☐

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

MR

JAMES

RAMSAY

AD 3 SYCAMORE CLOSE

ONCHAN

ISLE OF MAN

DD 21 07 58 + Nationality NA BRITISH

OC ACCOUNTANT

Cresmore (UK) Ltd

The extent of the authority to represent the company is
(give details)

HE IS A MEMBER OF THE COMMITTEE OF

DIRECTORS WHICH IS AUTHORISED TO REPRESENT THE

COMPANY ON ALL DAY TO DAY MATTERS AFFECTING

THE COMPANY

These powers :

☐ May be exercised acting alone,
☒ Must be exercised with :- (give names of
co-authorised person(s))

THE OTHER MEMBERS OF THE COMMITTEE

A.S. TAYLOR, S.T. SUNDON, AND H.G. THOMPSON

I consent to act as director/secretary of the above named company

Signed

Date

25/5/94

A serving director etc must also sign the form on page 4

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames

(name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DR

XD

XS

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

DO

AD

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐

May be exercised alone, or

☐

Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.

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Companies House
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Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

CRESTACARE plc

At the Annual General Meeting of the Company held at 11.00 am at the Cresta Court Hotel, Church Street, Altrincham, Cheshire WA14 4DP on 29th April 1994 the following resolutions were passed as Special Resolutions;

SPECIAL RESOLUTIONS

- a) That article 37 of the Articles of Association of the Company be and is hereby deleted and replaced by articles 37 and 37A to 37K as follows:-

"37 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register or authorise the registration of any transfer of a share in any of the following circumstances:-

37.1 if the share is not fully paid up;

37.2 if the Company has a lien on the share;

37.3 where:-

37.3.1 a notice has been duly served in respect of the share requiring any person concerned to indicate whether or not he is or was interested in the share and/or further requiring him to give any or all of the following information:-

- i) particulars of past or present interests in shares held at any time during the preceding three years;
- ii) particulars of any other interests subsisting in the shares; and
- iii) in relation to past interests to provide the identity of and particulars of the person to whom any shares were transferred (a "Disclosure Notice"); and

37.3.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and



ACUUK2EW

AG91RECEIPT DATE:25/06/94

37.3.3

the person or persons on whom the notice was served failed to comply in full to the satisfaction of the Directors with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and the information requested by such notice in respect of the share has still not been provided to the Company to the satisfaction of the Directors; unless the transfer in question was effected pursuant to a sale through a recognised stock exchange or other recognised market or as a result of an acceptance of a take-over offer for the Company;

37.4

if the transfer is of a share or shares (whether fully paid or not) in favour of more than four persons jointly.

If the Directors refuse to register or authorise the registration of a transfer which is effected by a written instrument they shall within two months after the date on which the instrument was lodged with the Company or its registrars send to the transferee notice of the refusal.

Disenfranchisement

37A

No holder of a share in the Company shall, unless the Directors otherwise determine (any such determination being for such period and subject to such terms and conditions (if any) as the Directors may, in their absolute discretion, decide), be entitled (save as proxy for another member) to be present or vote at a general meeting either personally or by proxy or to exercise any other right in relation to the meetings of the Company in respect of that share if:-

37A.1

any call or such other sum as is presently payable by him to the Company in respect of that share remains unpaid; or

37A.2

he or any other person or persons who appear(s) to be interested in that share has/have been duly served with a Disclosure Notice which:-

37A.2.1

requires the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice where the share or shares which is/are the subject of such notice represent(s) at least 0.25 per cent of that class of share, and not less than 28 days from such date of service in any other case) of information regarding that share; and

37A.2.2

contains a warning of the consequences under this Article 37A and under the provisions of Articles 37 and 37J of failing to comply with such notice;

and he or such other person or persons is/are in default in complying with such notice; or

- 37A.3** he has been duly served with a Disclosure Notice which:-
- 37A.3.1** requires him to provide or procure the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice where the share or shares which is/are the subject of such notice represent(s) at least 0.25 per cent of that class of share, and not less than 28 days from such date of service in any other case) of a written statement signed by him or any other person or persons stating that he (if the statement is signed by him) or (as the case may be) the other person or persons who has/have signed the statement is/are the beneficial owner(s) of that share and providing such other information (if any) regarding that share as may be required by such notice pursuant to Article 37E; and
- 37A.3.2** contains a warning of the consequences under this Article 37A of failing to comply with such notice; and (whether or not he is aware of the identity of the beneficial owner(s) of that share) he is in default in complying with such notice.
- 37B** For the purposes of Article 37A.2 a person shall be treated as appearing to be interested in a share where the member holding such share has given to the Company a notification pursuant to that Article which fails to establish the identity of the person or persons interested in such share if (after taking into account the said notification and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in such share.
- 37C** Where a person holds more than one share in the Company, and notice given pursuant to Articles 37A.2 or 37A.3 may relate to all of such shares or to such number of them as is stated in the notice.
- 37D** Any statement provided to the Company pursuant to Articles 37A.2 and 37A.3 shall, for the purposes of that Article, be deemed to have been signed by a body corporate if signed by a duly authorised officer who is described in such statement as signing it on behalf of that body corporate.
- 37E** Any notice served on the holder of a share pursuant to Article 37A.3 may require that, where the statement to be provided to the Company pursuant to that notice reveals that the beneficial owner of that share is a body corporate ("the corporate owner"), the statement shall also provide the following information:-

- 37E.1** whether any other body corporate is a holding company (within the meaning of section 1 of the Companies Act 1974 of the Isle of Man) of the corporate owner and, if so, the name and address of each such holding company; and
- 37E.2** whether any body corporate or other person (other than any such holding company) is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of the corporate owner and, if so, the name and address of each such person.
- 37F** Where the disenfranchisement provisions of Article 37A are applicable with regard to a particular share, they shall cease to be applicable to that share upon:-
- 37F.1** the call or such other sum as is referred to in Article 37A.1 being paid in respect of that share and received by the Company; or
- 37F.2** the information and/or statement requested in respect of that share by the notice(s) referred to in Articles 37A.2 and/or 37A.3 being provided to the Company to the satisfaction of the Directors; or
- 37F.3** the date as on and from which the Directors determine (pursuant to Article 37A) that such provisions shall cease to be applicable to that share; or
- 37F.4** another person becoming the registered holder of that share by reason of a sale through a recognised stock exchange or other recognised market or as a result of an acceptance of a take-over offer for the Company; as the case may be.
- 37G** Any information received by the Company pursuant to a Disclosure Notice shall be put into a separate part of the register of members stating the fact that the requirement was imposed and the date on which it was imposed and any information received pursuant to a Disclosure Notice.
- 37H** Any notice issued under Articles 37A.2 and 37A.3 may be cancelled at any time.
- 37I** For the purposes of Articles 37A.2 and 37A.3 a person shall be deemed to be in default in complying with such a notice as is referred to in such Articles if he has failed to comply with that notice in full to the satisfaction of the Directors.

37J Subject to the provisions of Article 37K the Directors may also retain any dividend or other moneys otherwise payable on or in respect of a share if:-

37J.1 a Disclosure Notice has been duly served; and

37J.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and

37J.3 the person or persons on whom the notice was served failed to comply in full to the satisfaction of the Directors with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and the information requested by such notice in respect of the share has still not been provided to the Company to the satisfaction of the Directors.

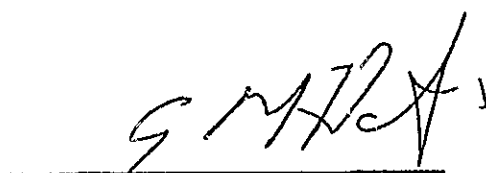
37K Where any right of retention has arisen under the provisions of Article 37J with regard to a particular share, it shall cease to be applicable to that share (and so that subject to the provisions of this Article 37K, any dividend or other moneys retained pursuant to the provisions of Article 37J in respect of that share shall again become payable) upon:-

37K.1 the person or persons on whom the notice referred to above was served complying in full with the requirements of that notice to the satisfaction of the Directors; or

37K.2 the Directors deciding (in their absolute discretion) that such right of retention shall cease to be applicable to that share; or

37K.3 another person becoming the registered holder of that share by reason of a sale through a recognised stock exchange or other recognised market or as a result of an acceptance of a take-over offer for the Company; as the case may be."

- b) That the figure of £10,000 contained in the fourth line of article 88(1) of the Articles of Association of the Company be and is hereby deleted and replaced by the figure of £70,000.



CHAIRMAN

1637

THE COMPANIES ACTS, 1931-1962.

12260



ISLE OF MAN

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

- of -

CRESTACARE LIMITED

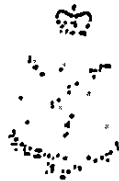


Incorporated the 14th Day of December, 1962

NEW ARTICLES OF ASSOCIATION ADOPTED BY SPECIAL
RESOLUTION WITH EFFECT FROM THE 12th DAY OF MAY, 1971.

ISLE OF MAN.

No. 1637.



Certificate of Incorporation

I hereby certify that ISLAND GARAGES, LIMITED is this day incorporated under the Companies Acts, 1931-1961, and that the Company is LIMITED.

Given under my hand at Douglas, Isle of Man, this Fourteenth day of December, One Thousand Nine Hundred and Sixty-Two.

A R QUIRK,
Registrar of Joint Stock Companies,
Isle of Man

Stamps: £19 15 0.

Duty: £150 0 0.

11.

THE COMPANIES ACTS, 1931 TO 1962.

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

(Pursuant to Section 117)

OF

ISLAND GARAGES, LIMITED.

At an Extraordinary General Meeting of the Members of the said Company duly convened and held at 45 Buck's Road, Douglas, Isle of Man on the 12th day of May, 1971, at 10.15 o'clock in the forenoon, the following Special Resolutions were duly passed:—

RESOLVED:—

1. That the Company henceforth be a PUBLIC COMPANY.
2. That the regulations contained in the printed document submitted to the meeting, and for the purpose of identification subscribed by the Chairman thereof be approved and adopted as the Articles of Association of the Company in substitution for, and to the exclusion of, all existing articles thereof.

Dated this 12th day of May, 1971.

ROBERT DOWTY.

Chairman.

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

of

ISLAND GARAGES LIMITED



12 06 86
12 06 96

At an Extraordinary General Meeting of the Members of ISLAND GARAGES LIMITED duly convened and held at The Palace Hotel Central Promenade Douglas Isle of Man on the 12th day of June 1986 the following Resolution was duly passed as an Ordinary Resolution:

RESOLVED that the authorised Capital of the Company be increased to £1,000,000.00 by the creation of a further 5,000,000 Ordinary Shares of 10p each ranking pari passu in all respects with the existing Ordinary Shares of 10p each in the Capital of the Company.

Dated this 12th day of June 1986

[Signature]

Chairman.

W. J. J. & Co.

GENERAL FEE ENTRY I.O.M.		
COMPANY ENTRY		
		DATE
CHECKED	<i>[Signature]</i>	12.6.86
FILED		

£65. 6300

ISLE OF MAN

COMPANY LIMITED BY SHARES

RESOLUTIONS

17 10 86

ISLAND GARAGES LIMITED

An Extraordinary General Meeting of the Members of ISLAND GARAGES LIMITED duly convened and held on October 7, 1986 at The Palace Hotel Central Promenade Douglas Isle of Man the following resolutions were duly passed:

SPECIAL RESOLUTIONS

1. THAT the name of the Company be and is hereby changed to CRESTA HOLDINGS LIMITED.
2. THAT each of the 30,000 authorised but unissued 6% Cumulative Redeemable Preference Shares of £1 each be and it is hereby converted and sub-divided into 10 Ordinary Shares of 10p each having attached thereto the rights set out in the Articles of Association of the Company be adopted pursuant to Resolution 5 below.
3. THAT the Memorandum of Association be and it is hereby amended by:
 - (a) the addition of the following as a new sub-paragraph 3(b) (1)

"To act as an investment holding company and to co-ordinate the business of any companies in which the Company is, for the time being, interested and to

service (whether by original subscription, tender, purchase, exchange or otherwise) the whole or any part of the stock, shares, debentures, debenture stock, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof and to hold the same as investments, and to sell, exchange, carry and dispose of the same.";

and

- (b) by the deletion of the existing sub-paragraphs (1) and (2) of Clause 3(b); and
- (c) by renumbering the remaining sub-paragraphs of sub-clause (b) of Clause 3 of the Memorandum of Association accordingly.

ORDINARY RESOLUTION

- 4. THAT the Authorised Share Capital of the Company be and it is hereby increased by £1,000,000 to £2,000,000 by the creation of an additional 10 million Ordinary Shares of 10p each.

SPECIAL RESOLUTION

- 5. THAT the existing Articles of Association shall no longer apply to the Company and that in place thereof the regulations in the form produced to the Meeting and initialled by the Chairman for the purposes of identification be and they are hereby adopted as the Articles of Association of the Company.

Dated: October 7, 1986

R. J. J. J.
.....
Chairman

GENERAL REGISTRY I.O.M. COMPANIES REGISTRY		
	INITIAL	DATE
CHECKED	<i>J.P.</i>	17.10.86
FILED	<i>J.P.</i>	"

Company No: 1637 - 255

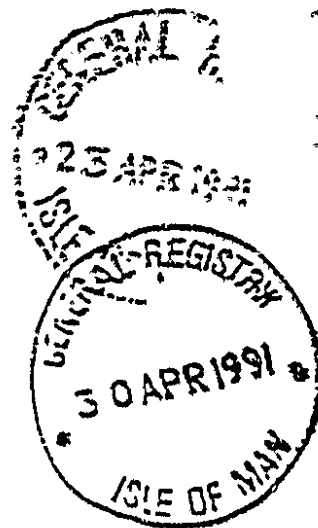
THE COMPANIES ACTS 1931 to 1986

COMPANY LIMITED BY SHARES

ORDINARY RESOLUTION

of

CRESTA HOLDINGS LIMITED



At an Extraordinary General Meeting of the Company held on Tuesday 9th April 1991 at the Palace Hotel, Central Promenade, Douglas, Isle of Man the following Resolution was passed as an Ordinary Resolution:

ORDINARY RESOLUTION

THAT:

- (a) the authorised share capital of the Company be and is hereby increased from £7,500,000 to £10,000,000 by the creation of an additional 25,000,000 Ordinary Shares of 10p each in the capital of the Company to rank equally in all respects with the existing ordinary shares of the Company except that they will not qualify for the final dividend payable in respect of the year ended 31st December, 1990; and
- (b) the terms of the Placing and Open Offer, details of which are set out in the circular to shareholders of the Company dated 13th March, 1991, be and are hereby approved and the Directors of the Company be and are hereby authorised to do all such things as may be necessary or desirable to complete the Placing and Open Offer.

.....
B.D. Connor
Chairman

Company Number: 1637 -261

5 JUN 1992

ISLE OF MAN

The Companies Act 1931-1986

Pursuant to Section 117 of the Companies Act 1931

CRESTA HOLDINGS LIMITED

Special Resolution

At an Extraordinary General Meeting of the above Company duly convened and held at The Palace Hotel, Central Promenade, Douglas, Isle of Man on the 04th day of June 1992 the following Special Resolution was passed:-

RESOLVED THAT:-

The name of the Company be changed from CRESTA HOLDINGS LIMITED to CRESTACARE LIMITED subject to the approval of the Registrar of Companies.

Dated this 04th day of June 1992.

.....
Chairman

GENERAL REGISTRY I.O.M. COMPANIES REGISTRY		
	NO. LA	DATE
CHECKED	<i>GA</i>	5/6/92
FILED		

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

- 22 -

*CRESTACARE LIMITED

*1. The name of the Company is "CRESTACARE LIMITED".

2. The Registered Office of the Company will be situated in the Isle of Man.

3. The objects for which the Company is established are:—

(a) (1) To acquire all the Ordinary Shares at present held by Felix Henry Gale and Bram Limited in SHORE GARAGES LIMITED and in addition thereto to acquire all the Ordinary Shares at present held by Gilbert Looney Corbett, George Parsons Crellin and Bram Limited in RAMSEY MOTORS LIMITED and with a view thereto to enter into the agreements with such aforesaid persons referred to in Clause 3 of the Company's Articles of Association and to carry the same into effect with or without modification.

(2) To carry on the business of manufacturers of, dealers in, hirers, repairers, cleaners, storers and warehousemen of motor cars, motor lorries, motor cycles, cycle cars, motors, scooters, cycles, bicycles, and carriages, launches, boats, vans, aeroplanes, hydroplanes, and other conveyances of all descriptions (all hereinafter comprised in the term "motors and other things"), whether propelled or assisted by means of petrol, spirit, steam, gas, electrical, animal or other power, and of engines, chassis, bodies and other things used for, in, or in connection with motors and other things.

(3) To buy, sell, let on hire, repair, alter and deal in machinery, component parts, accessories and fittings of all kinds for motors and other things, and all articles and things referred to in Clause 3 (a) (2) hereof, or used in, or capable of being used in, connection with the manufacture, maintenance and working thereof.

(4) To carry on the business of garage keepers and suppliers of and dealers in petrol, electricity and other motive power to motors and other things.

(5) To carry on the business of mechanical engineers, machinists, fitters, millwrights, founders, wire-drawers, tube makers, metallurgists, insurance agents, saddlers, galvanisers, jockeys, annealers, enamellers, electro platers, painters, and packing case makers.

(6) To buy, sell and exchange any motors and other things and any other articles or commodities of any nature on any system of hire purchase or method of hiring combined with option to purchase, and also to buy, sell and exchange hire purchase agreements or hire agreements taking the collection or payment of outstanding instalments of money.

*Incorporated on 14th December 1962 as a private company in the Isle of Man under the name of Island Garages Limited under registered number 1637. Converted to a public company in May 1971. Company changed its name on 17th October 1986 to Cresta Holdings Limited and on 5th June 1992 to Crestacare Limited.

(7) To make arrangements with persons, firms or companies engaged in any trade or business to supply motor cars and other things and any other goods and/or wares, to customers of the company, the company itself paying for the motor car and other things and/or goods or wares so supplied upon such terms as the company shall arrange with its customers

(8) To make and enter the contracts for the supply of any goods in which the company is authorised to deal on credit and to accept payment thereof by deferred payments, or by instalments, according to the nature of the contract in each particular case, and to make such provision in such contracts for the enforcement of the same, including the right of the company to retake possession of such goods as the company may deem expedient or necessary

(9) To develop and turn into account any land acquired by or which the Company is interested and in particular by laying out and preparing the same for building purposes, constructing, altering, pulling down, decorating, maintaining, furnishing, fitting up and improving buildings, and by planting, sowing, draining, farming, cultivating, letting or building lease or building agreement and by advancing money to and entering into contracts and arrangements of all kinds with builders, tenants and others

(10) To purchase for investment or re-sale and to traffic in land and house and other property of any tenure and any interest therein, and to create, sell and deal in leasehold and leasehold ground rents and to make advances on the security of land or house or other property or any interest therein and generally to acquire, deal in, traffic by way of sale, lease, exchange or otherwise with land and house property and any other property of any kind whether real or personal

(11) To lend or advance money to such parties, and on such terms, as may seem expedient, and in particular to customers of, and persons having dealings with the Company, and to give any guarantee or indemnity that may seem expedient, and to discount bills, and to receive money on deposit at interest or otherwise, or valuables, and to transact any of the business of a banker which may seem to the Company expedient.

(12) Generally to carry on and transact every kind of guarantee and indemnity business

(13) To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above businesses or objects or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or rights for the time being.

- (b) (1) To act as an investment holding company and to co-ordinate the business of any companies in which the Company is, for the time being, interested and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole or any part of the stock, shares, debentures, debenture stock, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to guarantee the subscription thereof, and to exercise and enforce all rights and powers conferred by or incident to the ownership thereof and to hold the same as investments, and to sell, exchange, carry and dispose of the same.

- (2) To issue debentures, adventure stock, bonds, obligations and securities of all kinds, and to frame, constitute, and secure the same, do any term expending, with full power to make the same transferable by delivery or by instrument of transfer or otherwise, and either partial or terminable, and either redeemable or otherwise, and to charge or secure the same by trust, deed or otherwise, on the undertaking of the Company or upon any specific property and rights, present and future of the Company (including, if thought fit, uncalled capital) or otherwise howsoever.
- (3) To facilitate and arrange the creation, issue or conversion of debentures, adventure stock, bonds, obligations, shares, stocks, and securities, and act as trustees in connection with any such securities, and to take part in the conversion of business concerns and undertakings into companies.
- (4) To take part in the formation, management, supervision, or control of the business or operations of any Company or undertaking, and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents.
- (5) To employ experts to investigate and examine into the condition, prospects, value, character and circumstances, of any business concerns and undertakings, and generally of any assets, property, or rights.
- (6) To constitute any trusts with a view to the issue of preferred and deferred or any other special stocks or securities based on or representing any shares, stocks, or other assets specifically appropriated for the purposes of any such trust, and to settle and regulate, and, if thought fit, to undertake and execute any such trusts, and to issue, dispose of, or hold any such preferred, deferred or other special stocks or securities.
- (7) To transact or carry on all kinds of agency business, and in particular in relation to the investment of money, the sale of property and the collection and receipt of money.
- (8) To advance and lend money on assets of all kinds upon such terms as may be arranged.
- (9) To give any guarantee in relation to the payment of any debentures, adventure stock, bonds, obligations, or securities, and to guarantee the payment of interest thereon or of dividends on any stock or shares of any company.
- (c) To procure the Company to be registered or recognised in any foreign country or place.
- (d) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, dockyards, aerodromes, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, vessels, (air, land, and marine) stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof.
- (e) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's business.
- (f) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such

consideration and with such rights, powers and privileges as may be thought fit, debentures, deeds of bond and security, mortgage debentures or debenture stock payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.

- (g) To raise and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose businesses or undertakings the Company is interested, whether directly or indirectly.
- (h) To receive money on deposit or loan upon such terms as the Company may approve and to guarantee the obligations of customers and others.
- (i) To make advances to customers and others with or without security and upon such terms as the Company may approve, and generally to act as bankers for customers and others.
- (j) To grant pensions, allowances, gratuities and bonuses to officers, employees or ex-employees of the Company or its predecessors in business or the dependents of such persons, and to establish and support, or to support or subscribe to, any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company, and to institute and maintain any club or other establishment or profit-sharing scheme calculated to advance the interests of the Company or of the persons employed by the Company.
- (k) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.
- (l) To invest and deal with the moneys of the Company not immediately required for the purposes of the business of the Company in or upon such investments or securities and in such manner as may from time to time be determined.
- (m) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.
- (n) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.
- (o) To enter into any partnership or joint-venture arrangement or arrangement for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on any business within the objects of this Company, and to acquire

and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares, stock or securities of and to subsidize or otherwise assist any such company

- (p) To acquire or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interests of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends, interest or capital of any shares, stock or securities issued by or any other obligations of any such company
- (q) To purchase or otherwise acquire and undertake all or any part of the business, property, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorized to carry on or the carrying on of which is considered likely to benefit this Company or to advance its interests, or possessed of property suitable for the purposes of the Company
- (r) To sell, improve, manage, develop, turn to account, exchange, let on rent, reversion, share of profits or otherwise grant licences, easements, and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit, and in particular for shares, debentures, debenture stock or other securities of any other company having objects altogether or in part similar to those of this Company.
- (s) To amalgamate with any other company whose objects are to include objects ancillary to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.
- (t) To distribute among the members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (u) To obtain any provisional Order or Act of Tyntwald or Act of Parliament for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem expedient, and to oppose any proceedings or applications which may seem calculated directly or indirectly, to prejudice the Company's interests
- (v) To act as trustee, agent or nominee for any person, persons or corporation in any part of the world and to apply for, subscribe, purchase or in any other way acquire, and to hold any assets, investments, property or securities on behalf of any such persons or corporation, and to sell, mortgage or otherwise deal with any such assets, investments, property or securities in such manner as such persons or corporation may from time to time direct
- (w) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise.

and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees, or otherwise.

(4) To carry on any other business, whether manufacturing or otherwise, which may seem to the Company capable of being conveniently carried on in connection with any of the above businesses or objects or in furtherance of the value of or for the benefit of the Company's property or rights for the time being.

(5) To do all such other things as are incidental or anticipated to be done in the course of any of them.

It is hereby declared that the word "Company" in this clause shall be construed to include any person or partnership or other body of persons and words according to the singular number shall include the plural number and vice versa, and in that the objects specified in this clause shall, except where otherwise expressly provided, be construed as independent covenants and not as being limited or restricted by reference to or inferences from the terms of any other paragraph or the name of the Company.

4. The name of the Company shall be

5. The Share Capital of the Company is £100,000 divided into 30,000 6 per cent Redeemable Preference Shares of £1 each and 70,000 Ordinary Shares of 10p each with such terms as are defined by the Articles of Association registered herewith and not otherwise in the right and power to modify or vary the same as permitted in Clause 3 of Table 'A' in the First Schedule of the Companies (Guernsey) Act, 1991. Any new shares from time to time to be created may from time to time be issued with such rights or preferences in respect of dividends or of repayment of Capital, or term, or any other special privilege or advantage over any shares previously issued or then about to be issued, or at such a premium or with such deferred rights as compared with any other shares previously issued or then about to be issued or subject to any such conditions or provisions, and with any such right or without any right of voting and generally on such terms as the Company may from time to time determine and so that any preferential or special rights attached to issued shares shall not be affected or interfered with except in manner provided in Clause 3 of Table 'A' aforesaid.

The Company was incorporated with a nominal share capital of £100,000 divided into 30,000 6 per cent Redeemable Preference Shares of £1 each and 70,000 Ordinary Shares of 10p each.

Resolutions were passed increasing the authorised share capital to £275,000 divided into 30,000 6% Redeemable Preference Shares of £1 each and 2,450,000 Ordinary Shares of 10p each.

On 12th June 1986 the share capital was increased to £1,000,000 by the creation of a further 5,000,000 Ordinary Shares of 10p each.

By a Special Resolution passed on 7th October 1986 each of the 30,000 authorised but unissued 6% Cumulative Redeemable Preference Shares of £1 each was converted and sub-divided into 10 Ordinary Shares of 10p each, and by an Ordinary Resolution passed that day the authorised share capital was increased from £1,000,000 to £2,000,000 divided into 20,000,000 Ordinary Shares of 10p each.

On 9th April 1991 the authorised share capital was increased to £10,000,000 divided into 100,000,000 Ordinary Shares of 10p each.

Note Search at Companies Registry Douglas Isle of Man has not disclosed how or when share capital increased from £2,000,000 to £7,500,000.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

No	Names, Addresses and Descriptions of Subscribers	Number of Shares taken by each Subscriber
1.	Robert Dowty, Onardene, Balcrine, Isle of Man Motor Engineer.	ONE
2.	Cecil Mark Watterson, Ballacoonahan, St John's, Isle of Man. Business Consultant.	ONE
Total Number of Shares Taken ...		TWO

Dated this 14th day of December, 1902.

Witness to the above
Signatures—

E. D. Kneale,
11/13 Athol Street,
Douglas, Isle of Man,
Advocate.

OF THE COMPANY ON OCTOBER 7, 1962

Registered in Isle of Man
No. 1637

CHURMAN

£5

THE COMPANIES ACTS 1931-1982

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- OF -

*CRESTACARE LIMITED

(Adopted pursuant to Special Resolution
passed on 7th October 1983)

PRELIMINARY

1. The regulations contained in Table A in the First Schedule to the Companies Act 1931 shall not apply to the Company except in so far as the same are repeated or contained in these Articles

2. In these Articles, unless the context otherwise requires:-

"the Act" means the Companies Act 1931.

"the Statutes" means the Companies Acts 1931 to 1982 and every statutory modification or re-enactment thereof for the time being in force.

"these Articles" means these Articles of Association or other the articles of association of the Company from time to time in force.

"the Auditors" means the Auditors for the time being of the Company.

"the Directors" means the Directors for the time being of the Company.

"dividend" includes bonus.

"month" means calendar month.

"the Office" means the registered office for the time being of the Company.

"paid up" includes credited as paid up.

1

*Incorporated on 14th December 1962 as a private company in the Isle of Man under the name of Island Garages Limited under registered number 1637. Converted to a public company in May 1971. Company changed its name on 17th October 1986 to Cresta Holdings Limited and on 5th June 1992 to Crestacare Limited.

17 10 86



"the Register" means the Register of Members required to be kept by the Statutes.

"the seal" means the common seal of the Company.

"Secretary" includes a deputy or assistant secretary, and any person appointed by the Directors to perform the duties of the Secretary.

"the United Kingdom" means Great Britain and Northern Ireland.

"in writing" and "written" includes printing, lithography, typewriting, photography and other modes of representing or reproducing words in visible form.

Words importing the singular number only shall include the plural, and vice versa.

Words importing the masculine gender only shall include the feminine gender.

Words importing individuals shall include corporations.

Any reference herein to the provisions of any Act shall extend to and include any amendment or re-enactment of or substitution for the same effected by any subsequent statute.

Subject as aforesaid, and unless the context otherwise requires, words and expressions defined in the Statutes shall bear the same meanings in these Articles.

SHARES

3. The capital of the Company as at the date of the adoption of these Articles as the Articles of Association of the Company is £2,000,000 divided into 20,000,000 Ordinary Shares of 10p each.

4. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by Ordinary Resolution determine (or, in the absence of any such determination, as the Directors may determine). If requisite, the Company shall in accordance with the Statutes within one month from allotting shares deliver a statement in the prescribed form containing particulars of special rights.

5. Subject to the provisions of the Statutes any shares may be issued on the terms that they are to be redeemed or are liable to be redeemed at the option of the Company or the

shareholder on such terms and in such manner as may be provided by these Articles.

4. The Company shall not give any financial assistance for the acquisition of shares in the Company except and in so far as permitted by the Statutes.

5. The shares of the Company shall not be allotted at a discount and save as permitted by the Statutes shall not be allotted except as paid up at least as to one-quarter of their nominal value and the whole of any premium thereon.

6. The Company may exercise the powers of paying commissions conferred by the Statutes, provided that the rate per cent. or the amount of the commission paid or agreed to be paid shall be disclosed in the manner required by the Statutes and the rate of the commission shall not exceed the rate of ten per cent. of the price at which the shares in respect whereof the same is paid are issued or an amount equal to ten per cent. of such price (as the case may be). Such commission may be satisfied by the payment of cash or the allotment of fully or partly paid shares or partly in one way and partly in the other. The Company may also on any issue of shares pay such brokerage as may be lawful.

7. Save as otherwise provided in the Statutes or in these Articles, all unissued shares (whether forming part of the original or any increased capital) shall be at the disposal of the Directors who may (subject to the provisions of the Statutes) allot, grant options over, offer or otherwise deal with or dispose of them to such persons at such times and generally on such terms and conditions as they may determine. X

8. Except as required by law or pursuant to the provisions of these Articles, no person shall be recognised by the Company as holding any share upon any trust, and (except only as by these Articles or by law otherwise provided or under an order of a court of competent jurisdiction) the Company shall not be bound by or be compelled in any way to recognise (even when having notice thereof) any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or any other rights in respect of any share except an absolute right to the entirety thereof in the registered holder.

SHARE CERTIFICATES

1. Every share certificate shall be issued under the Seal and shall specify the number and class and the distinguishing number (if any) of the shares to which it relates and the amount paid up thereon. No certificate shall be issued relating to shares of more than one class.

2. Every person whose name is entered as a Member on the register shall be entitled without payment to receive within two months after allotment or lodgement of transfer (or within such

other period as the conditions of issue shall provide) one certificate for all the shares registered in his name or, in the case of shares of more than one class being registered in his name, a separate certificate for each class of shares so registered, and where a Member transfers part of the shares of any class registered in his name he shall be entitled without payment to one certificate for the balance of shares of that class retained by him. If a Member shall require additional certificates he shall pay for each additional certificate such reasonable sum (if any) as the Directors may determine.

13. In respect of shares of one class held jointly by more than one person the Company shall not be bound to issue more than one certificate, and delivery of a certificate for such shares to the person first named on the Register in respect of such shares shall be sufficient delivery to all such holders.

14. If any certificate be worn out or defaced then upon delivery thereof to the Directors they may order the same to be cancelled, and may issue a new certificate in lieu thereof; and if any certificate be lost or destroyed, then upon proof thereof to the satisfaction of the Directors and on such indemnity with or without security as the Directors deem adequate being given, a new certificate in lieu thereof shall be given to the party entitled to such lost or destroyed certificate.

15. Every certificate issued under the last preceding Article shall be issued without payment, but there shall be paid to the Company such out-of-pocket expenses of the Company in connection with the request as the Directors think fit and a sum equal to the costs incurred by the Company of any such indemnity and security as is referred to in that Article.

VARIATION OF RIGHTS

16. If at any time the share capital is divided into different classes of shares, the rights attached to any class or any of such rights may, subject to the provisions of the Statutes, whether or not the Company is being wound up, be modified, abrogated or varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class.

17. To every such separate General Meeting the provisions of Sections 113, 114, 115 of the Act and the provisions of these Articles relating to General Meetings shall, mutatis mutandis, so far as applicable apply, subject to the following provisions, namely:-

- (a) the necessary quorum at any such meeting other than an adjourned meeting shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class in question

and at an adjourned meeting one person holding shares of the class in question or his proxy; and

(b) any holder of shares of the class in question present in person or by proxy may demand a poll.

The rights attached to any class of shares shall, less otherwise expressly provided by the terms of issue of the shares of that class or by the terms upon which such shares are at the time being held, be deemed not to be modified, abrogated or varied by the creation or issue of further shares ranking pari passu therewith.

CALLS ON SHARES

The Directors may, subject to the terms of allotment thereof, from time to time make such calls upon the Members as they think fit in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed, in whole or in part, as the Directors may determine.

A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.

If a sum payable in respect of any call or instalment is not paid on or before the day appointed for payment thereof, the holder for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest on the sum at such rate, not exceeding fifteen per cent. per annum, as the Directors may determine from the day appointed for the payment thereof until the actual payment thereof, and all expenses that may have been incurred by the Company by reason of such non-payment; but the Directors may, if they shall think fit, waive the payment of such interest and expenses or any part thereof.

Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these Articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these Articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

24. The Directors may, on the issue of shares, take arrangements for a difference between the holders of such shares in the amounts of calls to be paid and in the times of payment of such calls.

25. The Directors may, if they think fit, receive from any Member willing to advance the same all or any part of the moneys, whether on account of the nominal value of the shares or by way of premium, uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so paid in advance the Directors may (until the same would, but for such advance, become presently payable) pay interest at such rate not exceeding (unless the Company in General Meeting shall otherwise direct) twelve per cent. per annum, as may be agreed upon between the Directors and the Member paying such moneys in advance.

FORFEITURE AND LIEN

26. If any Member fails to pay any call or instalment in full on or before the day appointed for payment thereof, the Directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on him requiring him to pay so much of the call or instalment as is unpaid together with any interest which may have accrued and any expenses incurred by the Company by reason of such non-payment.

27. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of service of the notice) on or before which and the place where such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which such call or instalment is payable will be liable to be forfeited.

28. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall extend to all dividends declared in respect of the shares so forfeited and not actually paid before such forfeiture. Forfeiture shall be deemed to occur at the time of the passing of the said resolution of the Directors. The Directors may accept a surrender of any share liable to be forfeited hereunder.

29. When any share has been forfeited notice of the forfeiture shall be served upon the person who was before forfeiture the holder of the share, or the person entitled to the share by transmission, and an entry of the forfeiture or surrender, with the date thereof, shall forthwith be made in the Register, but no forfeiture shall be invalidated by any failure to give such notice or make such entry as aforesaid.

10. A share so forfeited or surrendered shall be deemed to be the property of the Company, and may be sold, re-allotted or otherwise disposed of in such manner, either subject to or discharged from all calls made or instalments due prior to the forfeiture or surrender, as the Directors think fit. Provided that the Company shall not exercise any voting rights in respect of such share and any such share not disposed of in accordance with the foregoing within a period of three years from the date of its forfeiture or surrender shall thereupon be cancelled in accordance with the provisions of the Statutes. For the purpose of giving effect to any such sale or other disposition the Directors may authorise some person to transfer the share so sold or otherwise disposed of to the purchaser thereof or other person becoming entitled thereto.

11. The Directors may, at any time before any share so forfeited or surrendered shall have been cancelled or sold, re-allotted or otherwise disposed of, annul the forfeiture or surrender upon such terms as they think fit.

12. Any person whose shares have been forfeited or surrendered shall cease to be a Member in respect of those shares, but shall, notwithstanding, remain liable to pay to the Company all moneys which, at the date of the forfeiture or surrender, were presently payable by him to the Company in respect of the shares, together with interest thereon at such rate, not exceeding fifteen per cent. per annum, as the Directors may determine from the time of forfeiture or surrender until the time of payment, but his liability shall cease if and when the Company shall have received payment in full of all such moneys in respect of the shares, together with interest as aforesaid. The Directors may, if they shall think fit, waive the payment of such interest or any part thereof.

13. The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share; but the Directors may at any time waive any lien which has arisen and may declare any share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a share shall extend to all dividends payable thereon.

14. The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, (i) stating, and demanding payment of, the sum presently payable, and (ii) giving notice of intention to sell in default of such payment, has been given to the registered holder for the time being of the share, or the person entitled thereto by reason of his death or bankruptcy.

15. The net proceeds of such sale, after payment of the costs thereof, shall be received by the Company and applied in

or towards satisfaction of such part of the amount in respect of which the lien exists as is presently payable. The residue, if any, shall (subject to a like lien for sums not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of sale. For giving effect to any such sale the Directors may authorise some person to transfer the shares sold to the purchaser.

36. A statutory declaration in writing that the declarant is a Director or the Secretary of the Company and that a share has been duly forfeited or surrendered or sold to satisfy a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated therein against all persons claiming to be entitled to the share. Such declaration and the receipt of the Company for the consideration (if any) given for the share on the sale, re-allotment or disposal thereof together with the share certificate delivered to a purchaser or allottee thereof shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase money (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, surrender, sale, re-allotment or disposal of the share.

TRANSFER OF SHARES.

- "37 The Directors may in their absolute discretion and without assigning any reason therefor refuse to register or authorise the registration of any transfer of a share in any of the following circumstances:-
- 37.1 if the share is not fully paid up;
- 37.2 if the Company has a lien on the share;
- 37.3 where:-
- 37.3.1 a notice has been duly served in respect of the share requiring any person concerned to indicate whether or not he is or was interested in the share and/or further requiring him to give any or all of the following information:-
- i) particulars of past or present interests in shares held at any time during the preceding three years;
 - ii) particulars of any other interests subsisting in the shares; and
 - iii) in relation to past interests to provide the identity of and particulars of the person to whom any shares were transferred (a "Disclosure Notice"); and
- 37.3.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and

37.3.3 the person or persons on whom the notice was served failed to comply in full to the satisfaction of the Directors with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and the information requested by such notice in respect of the share has still not been provided to the Company to the satisfaction of the Directors; unless the transfer in question was effected pursuant to a sale through a recognised stock exchange or other recognised market or as a result of an acceptance of a take-over offer for the Company;

37.4 if the transfer is of a share or shares (whether fully paid or not) in favour of more than four persons jointly.

If the Directors refuse to register or authorise the registration of a transfer which is effected by a written instrument they shall within two months after the date on which the instrument was lodged with the Company or its registrars send to the transferee notice of the refusal.

Disenfranchisement

37A No holder of a share in the Company shall, unless the Directors otherwise determine (any such determination being for such period and subject to such terms and conditions (if any) as the Directors may, in their absolute discretion, decide), be entitled (save as proxy for another member) to be present or vote at a general meeting either personally or by proxy or to exercise any other right in relation to the meetings of the Company in respect of that share if:-

37A.1 any call or such other sum as is presently payable by him to the Company in respect of that share remains unpaid; or

37A.2 he or any other person or persons who appear(s) to be interested in that share has/have been duly served with a Disclosure Notice which:-

37A.2.1 requires the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice where the share or shares which is/are the subject of such notice represent(s) at least 0.25 per cent of that class of share, and not less than 28 days from such date of service in any other case) of information regarding that share; and

37A.2.2 contains a warning of the consequences under this Article 37A and under the provisions of Articles 37 and 37J of failing to comply with such notice; and he or such other person or persons is/are in default in complying with such notice; or

37A.3 he has been duly served with a Disclosure Notice which:-

37A.3.1 requires him to provide or procure the provision to the Company within such period as is specified in such notice (being not less than 14 days from the date of service of such notice where the share or shares which is/are the subject of such notice represent(s) at least 0.25 per cent of that class of share, and not less than 28 days from such date of service in any other case) of a written statement signed by him or any other person or persons stating that he (if the statement is signed by him) or (as the case may be) the other person or persons who has/have signed the statement is/are the beneficial owner(s) of that share and providing such other information (if any) regarding that share as may be required by such notice pursuant to Article 37E; and

- 37A.3.2** contains a warning of the consequences under this Article 37A of failing to comply with such notice; and (whether or not he is aware of the identity of the beneficial owner(s) of that share) he is in default in complying with such notice.
- 37B** For the purposes of Article 37A.2 a person shall be treated as appearing to be interested in a share where the member holding such share has given to the Company a notification pursuant to that Article which fails to establish the identity of the person or persons interested in such share if (after taking into account the said notification and any other relevant information) the Company knows or has reasonable cause to believe that the person in question is or may be interested in such share.
- 37C** Where a person holds more than one share in the Company, and notice given pursuant to Articles 37A.2 or 37A.3 may relate to all of such shares or to such number of them as is stated in the notice.
- 37D** Any statement provided to the Company pursuant to Articles 37A.2 and 37A.3 shall, for the purposes of that Article, be deemed to have been signed by a body corporate if signed by a duly authorised officer who is described in such statement as signing it on behalf of that body corporate.
- 37E** Any notice served on the holder of a share pursuant to Article 37A.3 may require that, where the statement to be provided to the Company pursuant to that notice reveals that the beneficial owner of that share is a body corporate ("the corporate owner"), the statement shall also provide the following information:-
- 37E.1** whether any other body corporate is a holding company (within the meaning of section 1 of the Companies Act 1974 of the Isle of Man) of the corporate owner and, if so, the name and address of each such holding company; and
- 37E.2** whether any body corporate or other person (other than any such holding company) is entitled to exercise or control the exercise of one-third or more of the voting power at general meetings of the corporate owner and, if so, the name and address of each such person.
- 37F** Where the disenfranchisement provisions of Article 37A are applicable with regard to a particular share, they shall cease to be applicable to that share upon:-
- 37F.1** the call or such other sum as is referred to in Article 37A.1 being paid in respect of that share and received by the Company; or
- 37F.2** the information and/or statement requested in respect of that share by the notice(s) referred to in Articles 37A.2 and/or 37A.3 being provided to the Company to the satisfaction of the Directors; or
- 37F.3** the date as on and from which the Directors determine (pursuant to Article 37A) that such provisions shall cease to be applicable to that share; or
- 37F.4** another person becoming the registered holder of that share by reason of a sale through a recognised stock exchange or other recognised market or as a result of an acceptance of a take-over offer for the Company; as the case may be.

any instrument referred to by the Company pursuant to a Disclosure Notice shall be put into a separate part of the register of members stating the fact that the requirement was imposed and the date on which it was imposed and any information received pursuant to a Disclosure Notice.

37H Any notice issued under Articles 37A.2 and 37A.3 may be cancelled at any time.

37I For the purposes of Articles 37A.2 and 37A.3 a person shall be deemed to be in default in complying with such a notice as is referred to in such Articles if he has failed to comply with that notice in full to the satisfaction of the Directors.

37J Subject to the provisions of Article 37K the Directors may also retain any dividend or other moneys otherwise payable on or in respect of a share if:-

37J.1 a Disclosure Notice has been duly served; and

37J.2 the share or shares which were the subject of that notice represented in aggregate at least 0.25 per cent of that class of share; and

37J.3 the person or persons on whom the notice was served failed to comply in full to the satisfaction of the Directors with the requirements of that notice within the period for compliance specified in the notice (being not less than 14 days from the date of service thereof) and the information requested by such notice in respect of the share has still not been provided to the Company to the satisfaction of the Directors.

37K Where any right of retention has arisen under the provisions of Article 37J with regard to a particular share, it shall cease to be applicable to that share (and so that subject to the provisions of this Article 37K, any dividend or other moneys retained pursuant to the provisions of Article 37J in respect of that share shall again become payable) upon:-

37K.1 the person or persons on whom the notice referred to above was served complying in full with the requirements of that notice to the satisfaction of the Directors; or

37K.2 the Directors deciding (in their absolute discretion) that such right of retention shall cease to be applicable to that share; or

37K.3 another person becoming the registered holder of that share by reason of a sale through a recognised stock exchange or other recognised market or as a result of an acceptance of a takeover offer for the Company; as the case may be."

38. All transfers of shares shall be effected by instrument in writing in any usual or common form or any other form which the Directors may approve.

39. The Directors may, in their absolute discretion and without assigning any reason therefor, refuse to register any transfer of any share which is not a fully paid share. The Directors may likewise refuse to register any transfer of a share, whether fully paid or not, in favour of more than four persons jointly.

40. The Directors may decline to recognise any instrument of transfer unless:-

(a) the instrument of transfer is left at the Office, or at such other place as the Directors may from time to time determine, to be registered, accompanied by the certificate(s) of the shares to which it relates, and such other evidence as the Directors may reasonably require to show the right of the transferor to make

the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do); and

- (b) the instrument of transfer is in respect of only one class of share.

If the Directors refuse to register a transfer they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal and (except in the case of fraud) return to him the instrument of transfer. All instruments of transfer which are registered may be retained by the Company.

No fee shall be charged by the Company on the registration of any instrument of transfer, probate, letters of administration, certificate of death or marriage, power of attorney, stop notice or other document relating to or affecting the title to any shares or otherwise for making any entry in the register affecting the title to any shares.

The registration of transfers may be suspended at such times and for such periods as the Directors may from time to time determine and either generally or in respect of any class of shares: provided always that such registration shall not be suspended, either generally or otherwise, for more than thirty days in any year.

4. The Company shall be entitled to destroy:-

- (i) any instrument of transfer which has been registered, at any time after the expiration of six years from the date of registration thereof;
- (ii) any dividend mandate or any variation or cancellation thereof or any notification of change of address, at any time after the expiration of two years from the date of recording thereof; and
- (iii) any share certificate which has been cancelled, at any time after the expiration of one year from the date of such cancellation;

and it shall conclusively be presumed in favour of the Company that every entry in the Register purporting to have been made on the basis of an instrument of transfer or other document so destroyed was duly and properly made, that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered, that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every other document destroyed hereunder was a valid and effective document in accordance with the recorded particulars thereof in the books or records of the Company: provided always that:-

- (a) the provisions aforesaid shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to any claim (regardless of the parties thereto);
- (b) nothing contained in this Article shall be construed as imposing upon the Company any liability in respect of the destruction of any such document earlier than as aforesaid or in any case where the conditions of proviso (a) above are not fulfilled; and
- (c) references in this Article to the destruction of any document include references to its disposal in any manner.

TRANSMISSION OF SHARES

5. In case of the death of a Member the survivor or survivors where the deceased was a joint holder, and the legal personal representatives of the deceased where he was a sole holder, shall be the only persons recognized by the Company as having any title to his interest in the shares; but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share which had been jointly held by him with other persons.

6. Any person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such evidence being produced as may from time to time properly be required by the Directors and subject as hereinafter provided, elect either to be registered himself as holder of the share or to have some person nominated by him registered as the transferee thereof, but the Directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of a transfer of the share by that Member before his death or bankruptcy, as the case may be.

7. If the person so becoming entitled shall elect to be registered himself, he shall deliver or send to the Company a notice in writing signed by him stating that he so elects. If he shall elect to have another person registered he shall testify his election by executing to that person a transfer of the share. All the limitations, restrictions and provisions of these Articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as aforesaid as if the death or bankruptcy of the Member had not occurred and the notice or transfer were a transfer signed by that Member.

8. A person becoming entitled to a share by reason of the death or bankruptcy of the holder shall, upon supplying to the Company such evidence as the Directors may reasonably require to show his title to the share, be entitled to the same dividends and other advantages to which he would be entitled if he were the registered holder of the share, except that he shall not,

are being registered as a Member in respect of the share, be entitled in respect of it to exercise any right conferred by membership in relation to meetings of the Company. Provided always that the Directors may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share, and if the notice is not complied with within sixty days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with.

CONVERSION OF SHARES INTO STOCK

The Company may by Ordinary Resolution convert any of its fully paid up shares into stock of the same class as the shares so converted, and reconvert such stock into fully paid up shares of the same class and of any denomination.

The several holders of stock may transfer the same, or any part thereof, in the same manner, and subject to the same regulations, as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the minimal amount of the shares from which the stock arose.

1. The several holders of such stock shall, according to the amount of stock held by them and the class thereof, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage.

2. Such of the provisions of these Articles as are applicable to fully paid up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder".

ALTERATION OF CAPITAL

33. The Company may from time to time by Ordinary Resolution increase its share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe. All new shares shall be subject to the provisions of these Articles with reference to allotment, payment of calls, forfeiture, lien, transfer and transmission and otherwise.

34. The Company may by Ordinary Resolution:-

- (a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;

(b) sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject nevertheless, to the provisions of Section 50(1)(d) of the Act), provided that:-

(i) in the sub-division the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived; and

(ii) the resolution whereby any share is sub-divided may determine that as between the resulting shares one or more of such shares may be given any preference or advantage as regards dividend, capital, voting or otherwise over the others or any other of such shares;

(c) cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person, and diminish the amount of its share capital by the amount of the shares so cancelled.

5. Subject to any direction by the Company in General Meeting, whenever as the result of any consolidation or sub-division and consolidation of shares Members of the Company are entitled to any issued shares of the Company in fractions, the Directors may deal with such fractions as they shall determine and in particular may sell the shares to which Members are so entitled in fractions for the best price reasonably obtainable and pay and distribute to and amongst the Members entitled to such shares in due proportions the net proceeds of the sale thereof. For the purpose of giving effect to any such sale the Directors may nominate some person to execute a transfer of the shares sold on behalf of the Members so entitled to the purchaser thereof and may cause the name of the purchaser to be entered in the Register as the holder of the shares comprised in any such transfer and he shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

6. The Company may by Special Resolution reduce its share capital, any capital redemption reserve and any share premium account in any manner and with, and subject to, any incident authorised, and consent required, by law.

GENERAL MEETINGS

7. The Company shall in each year hold a General Meeting as its Annual General Meeting in addition to any other meetings in that year, and not more than fifteen months shall elapse between the date of one Annual General Meeting of the Company

that of the text. The Annual General Meeting shall be held
such time and place as the Directors shall appoint.

All General Meetings other than Annual General
Meetings shall be called Extraordinary General Meetings.

The Directors may, whenever they think fit, convene an
Extraordinary General Meeting, and Extraordinary General
Meetings shall also be convened on such requisition, or, in
default, may be convened by such requisitionists, as provided by
section 113 of the Act. If at any time there are not within the
Company of Man sufficient Directors capable of acting to form a
quorum the Directors in the sole of Man capable of acting, or if
there are no Directors capable and willing so to act, any two
Members of the Company, may convene an Extraordinary General
Meeting in the same manner as nearly as possible as that in
which meetings may be convened by the Directors.

NOTICE OF GENERAL MEETINGS

An Annual General Meeting and a meeting called for the
passing of a Special Resolution shall be called by not less than
twenty-one days' notice in writing, and a meeting of the Company
other than an Annual General Meeting or a meeting for the
passing of a Special Resolution shall be called by not less than
fourteen days' notice in writing. The notice shall be exclusive
of the day on which it is served or deemed to be served and of
the day for which it is given, and shall specify the place, the
day and the hour of meeting and, in case of special business,
the general nature of that business. It shall be given, in
the manner hereinafter mentioned or in such other manner, if any, as
may be prescribed by the Company in General Meeting, to such
persons as are, under these Articles, entitled to receive such
notices from the Company and shall comply with the provisions of
the Statutes as to informing Members of their right to appoint
proxies. A notice calling an Annual General Meeting shall
specify the meeting as such and a notice convening a meeting to
pass an Extraordinary Resolution or a Special Resolution as the
case may be shall specify the intention to propose the
resolution as such.

1. A meeting of the Company shall notwithstanding that
it is called by shorter notice than that specified in the last
preceding Article, be deemed to have been duly called if it is
so agreed:-

- (a) in the case of a meeting called as the Annual General
Meeting, by all the Members entitled to attend and
vote thereat; and
- (b) in the case of any other meeting, by a majority in
number of the Members having a right to attend and
vote at the meeting, being a majority together holding
not less than ninety-five per cent. in nominal value
of the shares giving that right.

The accidental omission to give notice of a meeting or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at such meeting.

PROCEEDINGS AT GENERAL MEETINGS

All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the Directors and auditors and any other documents required by law to be attached to the balance sheets, the election of Directors in place of those retiring, and the appointment of (when special notice of the resolution for such appointment is not required by the Statutes), and the fixing of the remuneration of the Directors.

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 herein otherwise provided. Members present in person shall be a quorum. A Corporation or a Member shall be deemed for the purpose of this Article to be personally present if represented by proxy or in accordance with the provisions of Section 115 of the Act. The appointment of a Chairman in accordance with the provisions of these Articles shall not be treated as part of the business of the meeting.

If within half an hour from the time appointed for the meeting a quorum be not present, the meeting, if convened by or on the requisition of Members, shall be dissolved. In any other case it shall stand adjourned to such time (being not less than fourteen days nor more than twenty-eight days thence) and place as the Chairman shall appoint. If at such adjourned meeting a quorum be not present within half an hour from the time appointed therefor, the Member or Members present in person or by proxy and entitled to vote shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. The Company shall give not less than seven clear days' notice of any meeting adjourned for want of a quorum and the notice shall state that the Member or Members present as aforesaid shall form a quorum and shall have the power aforesaid.

The Chairman, if any, of the Board of Directors shall preside as Chairman at every General Meeting of the Company. If there be no such Chairman, or if at any General Meeting he shall not be present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as Chairman, the Directors present shall select one of their number to be Chairman; or if no Director be present and willing to take the chair the Members present and entitled to vote shall choose one of their number to be Chairman of the meeting.

18. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place; but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, not less than seven clear days' notice in writing of the adjourned meeting shall be given specifying the day, the place and the time of the meeting as in the case of an original meeting, but it shall not be necessary to specify in such notice the nature of the business to be transacted at the adjourned meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment.

19. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is before or on the declaration of the result of the show of hands) demanded:-

- (a) by the Chairman; or
- (b) by at least two Members present in person or by proxy and entitled to vote; or
- (c) by any Member or Members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the Members having the right to vote at the meeting; or
- (d) by a Member or Members holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all shares conferring that right.

Unless a poll be so demanded a declaration by the Chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to that effect in the book containing the minutes of the proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

20. Except as provided in Article 71, if a poll is duly demanded it shall be taken in such manner (including the use of ballot or voting papers or tickets) as the Chairman of the meeting directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

21. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.

22. A poll demanded on the election of a Chairman or on the question of an adjournment shall be taken forthwith. A poll

demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days after the date of the meeting or adjourned meeting at which the poll is demanded) and place as the Chairman may direct. No notice need be given of a poll not taken immediately. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll. The demand for a poll may be withdrawn.

VOTES OF MEMBERS

72. (i) Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every Member who (being an individual) is present in person or (being a Corporation) is present by a duly authorised representative under Section 115 of the Act shall have one vote, and on a poll every Member shall have one vote for each share of which he is the holder.

(ii) In accordance with Section 115 of the Act, a Corporation being a Member may by resolution of its Directors or other governing body authorise such person as it thinks fit to act as its representative at any General Meeting of the Company or of any class of members of the Company and the persons so authorised shall be entitled to exercise the same powers on behalf of the Corporation which he represents as that Corporation could exercise it if were an individual Member of the Company.

73. In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

74. A Member of unsound mind or in respect of whom an order has been made by any Court having jurisdiction for the protection or management of the estates or persons incapable of managing their own affairs may vote, whether on a show of hands or on a poll, by his receiver curator bonis or other person authorised in that behalf appointed by that court, and such receiver curator bonis or other person may, on a poll, vote by proxy.

75. No Member shall, unless the Directors otherwise determine, be entitled, in respect of any share in the capital of the Company held by him, to be present or to vote on any question, either in person or by proxy, at any General Meeting, or upon any poll, or to be reckoned in a quorum, or to exercise any other right or privilege conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of such share remains unpaid.

5. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any objection made in due time shall be referred to the chairman of the meeting, whose decision shall be final and conclusive.

77. On a poll votes may be given personally or by proxy and a Member entitled to more than one vote need not, if he votes, use all his votes or cast all the votes he uses in the same way.

78. The instrument appointing a proxy shall be in writing in any usual or common form, or any other form which the Directors may approve, under the hand of the appointor or of his attorney duly authorised in writing, or if the appointor is a corporation, either under seal, or under the hand of an officer or attorney duly authorised. The signature on such instrument need not be witnessed.

79. A proxy need not be a Member of the Company. A Member may appoint more than one proxy to attend on the same occasion. Deposit of an instrument of proxy shall not preclude a Member from attending and voting in person at the meeting or any adjournment thereof.

80. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority shall be deposited at the Office or at such other place (if any) in the Isle of Man or the United Kingdom as is specified for that purpose in or by way of note to the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting, at which the person named in the instrument proposes to vote, or, in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting, not less than twenty-four hours before the time appointed for the taking of the poll at which it is to be used, and in default the instrument of proxy shall not be treated as valid.

81. An instrument appointing a proxy shall, unless the contrary is stated thereon, be valid as well for any adjournment of the meeting to which it relates. No instrument of proxy shall be valid after the expiration of twelve months from the date of its execution except at an adjourned meeting or on a poll demanded at a meeting or adjourned meeting in cases where the meeting was originally held within twelve months from that date.

82. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

83. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous

death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, or the transfer of the share in respect of which the proxy is given, provided that no intimation in writing of such death, insanity, revocation or transfer shall have been received by the Company at the Office or such other place (if any) as is specified for depositing the instrument of proxy before the commencement of the meeting or adjourned meeting or the holding of a poll subsequently thereto at which such vote is given.

34. Subject to the provisions of the Statutes, a resolution in writing signed by all the Members for the time being entitled to receive notice of and to attend and vote at General Meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held, and may consist of two or more documents in like form each signed by one or more of the Members.

DIRECTORS

35. Unless and until the Company in General Meeting shall otherwise determine, the number of Directors shall be not more than ten nor less than three.

36. A Director shall not be required to hold any shares in the capital of the Company. A Director who is not a Member shall nevertheless be entitled to receive notice of and attend and speak at all General Meetings of the Company and all separate General Meetings of the holders of any class of shares in the capital of the Company.

37. A Director of the Company may be or continue as or become a director or other officer servant or Member of, or otherwise interested in, any company promoted by the Company or in which the Company may be interested as shareholder or otherwise, and no such Director shall be accountable to the Company for any remuneration or other benefits received or receivable by him as a director or other officer servant or member of, or from his interest in, such other company.

38. (1) The Directors shall be paid out of the funds of the Company by way of fees for their services as Directors such sums (if any) as the Directors may from time to time determine (not exceeding in the aggregate an annual sum of ~~£20,000~~ 70,000 or such larger amount as the Company may by Ordinary Resolution determine) and such remuneration shall be divided between the Directors as they shall agree or, failing agreement, equally. Such remuneration shall be deemed to accrue from day to day.

(2) The Directors may also be paid all reasonable travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or General Meetings or otherwise in connection with the business of the Company.

Any Director who is appointed to any executive office or who serves on any committee or who devotes special attention to the business of the Company, 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, percentage of profits or otherwise as the Directors may determine.

ALTERNATE DIRECTORS

20. (A) Each Director shall have the power at any time to appoint as an alternate Director either (1) another Director or (2) 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 Directors agree otherwise, only take effect upon receipt of such written appointment or removal at the Office. An alternate Director shall not be required to hold any shares in the capital of the Company and shall not be counted in reckoning the maximum and minimum number of Directors allowed or required by these Articles.

(B) An alternate Director so appointed 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 shall 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.

(C) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Directors and of any committee of the Directors of which his appointor is a member and to attend and vote as a Director at any such meeting at which his appointor is not personally present and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as Director of his appointor, and to receive notice of all General Meetings.

(D) 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.

(E) 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 Directors or any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a

Director, but shall count as only one for the purpose of determining whether a quorum be present.

BORROWING POWERS

91. (A) Subject as hereinafter provided the Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the Statutes and Article 9 of these Articles 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.

(B) The Directors shall restrict the borrowings of the Company and exercise all voting and other rights or powers of control exercisable by the Company in relation to its subsidiaries (if any) so as to secure (so far, as regards subsidiaries, as by such exercise they can secure) that the aggregate amount for the time being remaining undischarged of all moneys borrowed by the Group (which expression in this Article means and includes the Company and its subsidiaries for the time being) and for the time being owing to persons outside the Group shall not at any time, without the previous sanction of (i) an Ordinary Resolution of the Company in General Meeting exceed a sum equal to three times the aggregate of:-

- (i) the amount paid up on the share capital of the Company; and
- (ii) the total of the capital and revenue reserves of the Group (including any share premium account, capital redemption reserve and credit balance on the profit and loss account)

all as shown in the latest audited and consolidated balance sheet of the Group but after:-

- (a) making such adjustments as may be appropriate in respect of any variation in such amount paid up on the share capital, or share premium account or capital redemption reserve since the date of such latest audited consolidated balance sheet;

- (b) deducting (to the extent included):-

- (i) any amounts distributed or proposed to be distributed (but not provided in such latest audited consolidated balance sheet) other than distributions attributable to the Company;
- (ii) any sums set aside for taxation;
- (iii) any amounts attributable to outside shareholders in subsidiaries of the Company;

- (iv) any amounts attributable to goodwill or other intangible assets; and
- (v) any debit balance on the profit and loss account;
- (c) making such adjustments (if any) as the Auditors may consider appropriate.

(C) For the purpose of the foregoing limit "moneys borrowed" shall be deemed to include the following except in so far as otherwise taken into account (together in each case with any fixed or minimum premium payable on final repayment):-

- (i) the principal amount for the time being owing (other than to a member of the Group) in respect of any loan capital, whether secured or unsecured, issued by a member of the Group in whole or in part for cash or otherwise;
- (ii) the principal amount raised by any member of the Group by acceptances or under any acceptance credit opened on its behalf by any bank or accepting house other than acceptances relating to the purchase of goods in the ordinary course of trading and outstanding for not more than ninety days;
- (iii) the nominal amount of any share capital, and the principal amount of any moneys borrowed or other indebtedness, the redemption or repayment of which is guaranteed or secured or is the subject of an indemnity given by any member of the Group and the beneficial interest in the redemption or repayment of which is not owned within the Group; and
- (iv) the nominal amount of any share capital (not being equity share capital which as regards capital has rights no more favourable than those attached to its ordinary share capital) of any subsidiary of the Company owned otherwise than by other members of the Group;

but "moneys borrowed" shall not include and shall be deemed not to include:-

- (i) amounts borrowed for the purpose of repaying the whole or any part (with or without premium) of any moneys borrowed by any member of the Group then outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and
- (ii) the proportion of the excess outside borrowing of a partly owned subsidiary which corresponds to the proportion of its equity share capital owned otherwise than by members of the Group and so that, for this purpose, the expression "excess outside borrowing"

shall mean so much of the borrowings of such partly owned subsidiary otherwise than from members of the Group as exceeds the amounts (if any) borrowed from it by other members of the Group.

(D) No lender or other person dealing with the Company or any of its subsidiaries shall be concerned to see or inquire whether the said limit is observed and no debt incurred or security given in excess of such limit shall be invalid or ineffectual except in the case of express notice to the lender or the recipient of the security at the time when the debt was incurred or security given that the said limit has been or would thereby be exceeded.

POWERS AND DUTIES OF DIRECTORS

92. The business of the Company shall be managed by the Directors, who may exercise all such powers of the Company as are not, by the Statutes or by these Articles, required to be exercised by the Company in General Meeting, subject, nevertheless, to the provisions of these Articles and of the Statutes, and to such directions, being not inconsistent with any provisions of these Articles and of the Statutes, as may be given by the Company in General Meeting: Provided that no direction given by the Company in General Meeting shall invalidate any prior act of the Directors which would have been valid if such direction had not been given. The general powers conferred upon the Directors by this Article shall not be deemed to be abridged or restricted by any specific power conferred upon the Directors by any other Article.

93. The Directors may exercise all the powers of the Company to give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any persons who are or have at any time been Directors of or employed by or in the service of the Company or of any company which is a subsidiary company of or allied or associated with the Company or any such subsidiary and to the wives, widows, children and other relatives and dependants of any such persons and may establish, maintain, support, subscribe to and contribute to all kinds of Schemes, Trusts and Funds (whether contributory or non-contributory) for the benefit of such persons as are hereinbefore referred to or any of them or any class of them, and so that any Director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit (whether under any such fund or scheme or otherwise).

94. The Directors may make such arrangements as they think fit for the management and transaction of the Company's affairs either in the Isle of Man or elsewhere and may from time to time and at any time establish any local boards or agencies for managing any of the affairs of the Company in any specified locality, and may appoint any persons to be members of such local board, or any managers or agents, and may fix their remuneration. And the Directors from time to time, and at any

time, may delegate to any person so appointed any of the powers, authorities, and discretions for the time being vested in the Directors (other than the powers of borrowing and of making calls), with power to sub-delegate, and may authorise the members for the time being of any such local board, or any of them, to fill up any vacancies therein, and to act notwithstanding vacancies; and any such appointment or delegation may be made on such terms and subject to such conditions as the Directors may think fit, and the Directors may at any time remove any person so appointed, and may annul or vary any such delegation.

Amended

95. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors under these Articles) and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

96. The Company may exercise the powers conferred upon the Company by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Directors.

97. The Company may exercise the powers conferred upon the Company by the Statutes with regard to the keeping of a dominion register, and the Directors may (subject to the provisions of the Statutes) make and vary such regulations as they may think fit respecting the keeping of any such register.

98. (A) Subject to the provisions of the Statutes, a Director may hold any other office or place of profit under the Company, except that of Auditor, in conjunction with the office of Director, and may act by himself or through his firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Directors may arrange. Any such remuneration shall be in addition to any remuneration provided for by any other Article. No Director or intending Director shall be disqualified by his office from entering into any contract, arrangement, transaction or proposal with the Company either with regard to his tenure of any such other office or place of profit or any such acting in a professional capacity or as a vendor, purchaser or otherwise. Subject to the provisions of the Statutes and save as therein provided no such contract, arrangement, transaction or proposal entered into by or on behalf of the Company in which any Director or person connected with him is in any way interested, whether directly or indirectly, shall be liable to be avoided, nor shall any Director who enters into any such contract, arrangement, transaction or proposal or who is so interested be

able to account to the Company for any profit realised by any contract, arrangement, transaction or proposal by reason of which Director holding that office or of the fiduciary relation thereby established, but he shall declare the nature of his interest in accordance with the Statutes.

(B) Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through the Company. A Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

(C) A Director shall (in the absence of some other material interest than is indicated below) be entitled to vote (and be counted in the quorum) in respect of any resolution concerning any of the following matters, namely:-

- (i) the giving of any security or indemnity to him in respect of money lent or obligations incurred by him at the request of or for the benefit of the Company or any of its subsidiaries;
- (ii) the giving of any security or indemnity to a third party in respect of a debt or obligation of the Company or any of its subsidiaries for which he himself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
- (iii) any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiaries for subscription or purchase in which offer he is or is to be interested as a participant in the underwriting or sub-underwriting thereof;
- (iv) any contract, arrangement, transaction or other proposal concerning any other company in which he is interested, directly or indirectly and whether as an officer or shareholder or otherwise howsoever, provided that he is not the holder of or beneficially interested in one per cent. or more of any class of the equity share capital (or of a third company through which his interest is derived) or of the voting rights available to members of the relevant company (any such interest being deemed for the purposes of this Article to be a material interest in all circumstances);
- (v) any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of a superannuation fund or retirements benefit scheme under which he may benefit and which

relates to both employees and Directors of the Company and which does not accord to any Director as such any privilege or advantage not generally accorded to the employees to whom such scheme or fund relates; and.

(vi) any contract, arrangement, transaction or other proposal concerning the adoption, modification or operation of any scheme for enabling employees including full-time Executive Directors of the Company and/or any subsidiary to acquire shares of the Company or any arrangement for the benefit of employees of the Company or any of its subsidiaries under which the Director benefits in a similar manner to employees.

(D) A Director shall not vote or be counted in the quorum on any resolution concerning his own appointment as the holder of any office or place of profit with the Company or any company in which the Company is interested including fixing or varying the terms of his appointment or the termination thereof.

(E) 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 company in which the Company is interested, such proposals may be divided and considered in relation to each Director separately and in such cases each of the Directors concerned (if not debarred from voting under paragraph (C)(iv) of this Article) shall be entitled to vote (and be counted in the quorum) in respect of each resolution except that concerning his own appointment.

(F) If any question shall arise at any meeting as to the materiality of a Director's interest or as to the entitlement of any Director to vote and such question is not resolved by his voluntarily agreeing to abstain from voting, such question shall be referred to the Chairman of the meeting and his ruling in relation to any other Director shall be final and conclusive except in a case where the nature or extent of the interests of the Director concerned have not been fairly disclosed.

(G) Subject to the provisions of the Statutes the Company may by Ordinary Resolution suspend or relax the provisions of this Article to any extent or ratify any transaction not duly authorised by reason of a contravention of this Article.

99. The Directors may exercise or procure the exercise of the voting rights conferred by the shares in any other company held or owned by the Company, and may exercise any voting rights to which they are entitled as Directors of such other company, in such manner as they shall in their absolute discretion think fit; including the exercise thereof in favour of any resolution appointing themselves or any of them as directors, officers or servants of such other company, and fixing their remuneration as such, and may vote as Directors of this Company in connection with any of the matters aforesaid.

100. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Directors shall from time to time determine.

101. The Directors shall cause minutes to be made in books provided for the purpose:-

- (a) of all appointments of officers made by the Directors;
- (b) of the names of the Directors present at each meeting of the Directors and of any committee of the Directors;
- (c) of all resolutions and proceedings at all meetings of the Company, and of the Directors, and of committees of Directors.

It shall not be necessary for Directors present at any meeting of Directors or committee of Directors to sign their names in the Minute Book or other book kept for recording attendance. Any such minute as aforesaid, if purporting to be signed by the Chairman of the meeting at which the proceedings were had, or by the Chairman of the next succeeding meeting, shall be receivable as prima facie evidence of the matters stated in such minutes without any further proof.

DISQUALIFICATION OF DIRECTORS

102. The office of a Director shall be vacated in any of the following events, namely:-

- (a) If he is prohibited from being a Director by reason of any order made under Section 208 or Section 259 of the Act.
- (b) If he becomes bankrupt or makes any arrangement or composition with his creditors generally.
- (c) If he becomes prohibited by law from acting as a Director.
- (d) If in England or elsewhere an Order is made by any Court claiming jurisdiction in that behalf on the ground (however formulated) of mental disorder for his detention or for the appointment of a guardian or receiver or other person to exercise powers with respect to his property or affairs.
- (e) If he resigns his office by notice in writing under his hand to the Company or offers in writing under his hand to resign and the Directors resolve to accept such offer.

- (f) If not having leave of absence from the Directors, he and his alternate (if any) fail to attend the meetings of the Directors for six successive months, unless prevented by illness, unavoidable accident or other cause which may seem to the Directors to be sufficient, and the Directors resolve that his office be vacated.
- (g) If he shall be removed from office by notice in writing served upon him signed by all his co-Directors, but so that if he holds an appointment to an executive office which thereby automatically determines, such removal shall be deemed to be an act of the Company and shall have effect without prejudice to any claim for damages for breach of contract or service between him and the Company.
- (h) If he is removed from office pursuant to Article 110.

ROTATION OF DIRECTORS

103. At each Annual General Meeting of the Company one-third of the Directors for the time being, or, if their number is not three or a multiple of three, then the number nearest to but not exceeding one-third, shall retire from office. A Director retiring at a meeting shall retain office until the dissolution of such meeting.

104. The Directors to retire in each year shall be those who have been longest in office since their last election, but as between persons who became Directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot. A retiring Director shall be eligible for re-election.

105. If at any General Meeting at which an election of Directors ought to take place the place of any Director retiring by rotation be not filled up, then, subject to any resolution reducing the number of Directors in office, such retiring Director shall, if willing, continue in office until the dissolution of the Annual General Meeting in the next year, and so on from year to year until his place is filled up, unless a resolution for his re-election shall have been put to the meeting and lost.

106. A single resolution for the appointment of two or more persons as Directors shall not be put at any General Meeting, unless a resolution that it shall be so put has first been agreed to by the meeting without any vote being given against it.

107. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any General Meeting unless not less than seven nor more than twenty-one days before the date appointed for the meeting there shall have been left at the Office notice in writing, signed by a Member duly qualified

to attend and vote at such meeting, of his intention to propose such person for election, and also notice in writing signed by that person of his willingness to be elected.

108. The Company may from time to time by Ordinary Resolution increase or reduce the number of Directors then in office, and may also determine in what rotation the increased or reduced number is to go out of office.

109. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director of the Company, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the maximum number, if any, fixed by or pursuant to these Articles. Any Director so appointed shall hold office only until the next following Annual General Meeting, and shall then be eligible for re-election but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.

110. The Company may by Ordinary Resolution, of which special notice has been given in accordance with the provisions of the Statutes, remove any Director before the expiration of his period of office notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.

111. The Company may by Ordinary Resolution appoint another person in place of a Director removed from office under the immediately preceding Article, and without prejudice to the powers of the Directors under Article 109 the Company in General Meeting may appoint any person to be a Director either to fill a casual vacancy or as an additional Director. A person appointed in place of a Director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become a Director on the day on which the Director in whose place he is appointed was last elected a Director.

PROCEEDINGS OF DIRECTORS

112. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings, as they think fit, and determine the quorum necessary for the transaction of business. Until otherwise determined two Directors shall constitute a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. It shall not be necessary to give notice of a meeting of Directors to a Director who is not within the Isle of Man.

113. Notice of a Board Meeting shall be deemed to be duly given to a Director if it is given to him personally or by word

of mouth or sent in writing to him at his last known address or any other address given by him to the Company for this purpose. A Director absent or intending to be absent from the Isle of Man may request the Board that notices of Board Meetings shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose, whether or not out of the Isle of Man.

114. The continuing Directors or sole continuing Director may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Articles as the necessary quorum of Directors, the continuing Directors or Director may act for the purpose of increasing the number of Directors to that number, or of summoning a General Meeting of the Company, but for no other purpose.

115. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office; but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the same, the Directors present shall choose one of their number to be Chairman of such meeting.

116. The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the Directors. Save as aforesaid the meetings and proceedings of a committee consisting of more than one member shall be governed by the provisions of these Articles regulating the proceedings and meetings of Directors.

117. All acts done by any meeting of the Directors or of a committee of the Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such Director or person acting as aforesaid, or that they or any of them were or was disqualified from holding office or not entitled to vote, or had in any way vacated their or his office be as valid as if every such person had been duly appointed or had duly continued in office and was qualified and had continued to be a Director, and was entitled to vote.

118. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid and effective for all purposes as a resolution of the Directors passed at a meeting duly convened and held, and may consist of two or more documents in like form each signed by one or more of the Directors. Provided that such a resolution need not be signed by an alternate Director if it is signed by the Director who appointed him.

MANAGING AND EXECUTIVE DIRECTORS

119. Subject to the provisions of the Statutes the Directors may from time to time appoint one or more of their body to the office of Managing Director or to hold such other Executive Office in relation to the management of the business of the Company as they may decide, for such period and on such terms as they think fit, and, subject to the terms of any service contract entered into in any particular case and without prejudice to any claim for damages such Director may have for breach of any such service contract, may revoke such appointment. A Director so appointed shall not, whilst holding such office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of Directors but, without prejudice to any claim for damages such Director may have for breach of any service contract between him and the Company, his appointment shall be automatically determined if he ceases from any cause to be a Director.

120. The salary or remuneration of any Managing Director or such Executive Director of the Company shall, subject as provided in any contract, be such as the Directors may from time to time determine, and may either be a fixed sum of money, or may altogether or in part be governed by the business done or profits made, and may include the making of provisions for the payment to him, his widow or other dependants, of a pension on retirement from the office or employment to which he is appointed and for the participation in pension and life assurance benefits, or may be upon such other terms as the Directors determine.

121. The Directors may entrust to and confer upon a Managing Director or such Executive Director any of the powers exercisable by them upon such terms and conditions and with such restrictions as they may think fit, and either collaterally with or to the exclusion of their own powers and may from time to time revoke, withdraw, alter or vary all or any of such powers.

SECRETARY

122. Subject to the provisions of the Statutes the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they think fit; and any Secretary may be removed by them.

THE SEAL

123. The Directors shall provide for the safe custody of the Seal which shall not be used without the authority of the Directors or of a committee of the Directors authorised by the Directors in that behalf. Every instrument to which it shall be affixed shall be signed autographically by one Director and the Secretary or by two Directors save that as regards any certificates for shares or debentures or other securities of the Company the Directors may by resolution determine that such

signatures or either of them shall be dispensed with or affixed by some method or system of mechanical signature.

RESERVE

124. The Directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the Directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the Directors think fit. The Directors may divide the reserve into such special funds as they think fit, and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided as they think fit. The Directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

DIVIDENDS

125. The Company in General Meeting may declare dividends, but no dividend shall exceed the amount recommended by the Directors.

126. The Directors may from time to time pay to the Members such interim dividends as appear to the Directors to be justified by the profits of the Company.

127. No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Statutes which apply to the Company.

128. Subject to the rights of persons, if any, entitled to shares with any priority, preference or special rights as to dividend, all dividends shall be declared and paid according to the amounts paid up on the shares in respect whereof the dividend is paid, but no amount paid up on a share in advance of calls shall be treated for the purpose of this Article as paid up on the share. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as if paid up in full or in part from a particular date, whether past or future, such share shall rank for dividend accordingly.

129. The Directors may deduct from any dividend or other moneys payable to any Member on or in respect of a share all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares of the Company.

130. Any General Meeting declaring a dividend may, upon the recommendation of the Directors, direct payment of such dividend

wholly or in part by the distribution of specific assets and in particular of paid up shares or debentures of any other company, and the Directors shall give effect to such direction. Where any difficulty arises in regard to such distribution, the Directors may settle the same as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any Members upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as may seem expedient to the Directors.

131. All dividends and interest shall belong and be paid (subject to any lien of the Company) to those Members whose names shall be on the Register at the date at which such dividend shall be declared or at the date on which such interest shall be payable respectively, or at such other date as the Company by Ordinary Resolution or the Directors may determine notwithstanding any subsequent transfer or transmission of shares. The Company may pay any dividend, interest or other moneys payable in cash in respect of shares, by direct debit, bank transfer, cheque, dividend warrant or money order and may remit the same by post directed to the registered address of the holder or, in the case of joint holders, to the registered address of the joint holder whose name stands first in the Register, or to such person and to such address as the holder or joint holders may in writing direct, and the Company shall not be responsible for any loss of any such cheque, warrant or order. Every such cheque, warrant or order shall be made payable to the order of the person to whom it is sent, or to such person as the holder or joint holders may in writing direct, and the payment of such cheque, warrant or order shall be a good discharge to the Company. Any one of two or more joint holders may give effectual receipts for any dividends or other moneys payable in respect of the share held by him as joint holder.

132. No dividend or other moneys payable on or in respect of a share shall bear interest against the Company.

133. All dividends, interest or other sums payable unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for a period of twelve years after having been declared shall be forfeited and shall revert to the Company. The payment of any unclaimed dividend, interest or other sum payable by the Company on or in respect of any share into a separate account shall not constitute the Company a trustee thereof.

CAPITALISATION OF PROFITS

134. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the

credit of the profit and loss account or otherwise available for distribution, and accordingly that such sum be set free for distribution amongst the Members who would have been entitled thereto if distributed by way of dividend and in the same proportions on condition that the same be not paid in cash but be applied either in or towards paying up any amounts for the time being unpaid on any shares held by such Members respectively or paying up in full unissued shares or debentures of the Company to be allotted and distributed credited as fully paid up to and amongst such Members in the proportion aforesaid, or partly in the one way and partly in the other, and the Directors shall give effect to such resolution: Provided that a share premium account and a capital redemption reserve may, for the purposes of this Article only be applied in the paying up of unissued shares to be allotted to Members of the Company as fully paid bonus shares and in accordance with the provisions of the Statutes.

135. The Company in General Meeting may upon the recommendation of the Directors resolve that it is desirable to capitalise any part of the amount for the time being standing to the credit of any of the Company's reserve accounts or to the credit of the profit and loss account which is not available for distribution by applying such sum in paying up in full unissued shares to be allotted credited as fully paid to those Members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions), and the Directors shall give effect to such resolution.

136. Whenever a resolution is passed in pursuance of Article 134 or 135 above the Directors shall make all appropriations and applications of the undivided profits resolved to be capitalised thereby, and all allotments and issues of fully paid shares or debentures, if any, and generally shall do all acts and things required to give effect thereto, with full power to the Directors to make such provision by the issue of fractional certificates or by payment in cash or otherwise as they think fit for the case of shares or debentures becoming distributable in fractions, and also to authorise any person to enter on behalf of all Members entitled thereto into an agreement with the Company providing for the allotment to them respectively, credited as fully paid up, of any further shares or debentures to which they may be entitled upon such capitalisation, or (as the case may require) for the payment up by the Company on their behalf, by the application thereto of their respective proportions of the profits resolved to be capitalised, of the amounts or any part of the amounts remaining unpaid on their existing shares, and any agreement made under such authority shall be effective and binding on all such Members.

ACCOUNTS

137. The Directors shall cause accounting records to be kept in accordance with the provisions of the Statutes.

138. The accounting records shall be kept at the Office or, subject to the provisions of the Statutes, at such other place or places as the Directors think fit, and shall always be open to the inspection of the officers of the Company.

139. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting records of the Company or any of them shall be open to the inspection of Members not being Directors, and no Member (not being a Director) shall have any right of inspecting any account or book or document of the Company except as conferred by statute or authorised by the Directors or by the Company in General Meeting.

140. The Directors shall from time to time in accordance with the provisions of the Statutes, cause to be prepared and to be laid before the Company in General Meeting such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in the Statutes.

141. A printed copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Company in General Meeting, together with a copy of the Auditors' report and Directors' report, shall not less than twenty-one days before the date of the meeting be sent to every Member (whether or not he is entitled to receive notices of General Meetings of the Company) and every holder of debentures of the Company (whether or not he is so entitled) and to every other person who is entitled to receive notices of meetings from the Company under the provisions of the Statutes or these Articles, but this Article shall not require a copy of those documents to be sent to any person of whose address the Company is not aware or to more than one of the joint holders of any shares or debentures. Whenever permission to deal in and quotation for any of the Company's shares or debentures have been granted by The Stock Exchange four copies of each of such documents shall at the same time be forwarded to the Secretary of The Stock Exchange.

AUDIT

142. Auditors shall be appointed and their duties regulated in accordance with the provisions of Sections 12, 14 and 15 of the Companies Act 1982.

NOTICES

143. A notice may be given by the Company to any Member either personally or by sending it by post to him or to his registered address, or (if he has no registered address within the Isle of Man or United Kingdom) to the address, if any, within the Isle of Man or the United Kingdom supplied by him to the Company for the giving of notice to him.

144. A Member who has no registered address within the Isle of Man or the United Kingdom, and has not supplied an address within the Isle of Man or the United Kingdom as aforesaid, shall not be entitled to receive any notice from the Company.

145. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the latest within twenty-four hours if prepaid as first-class and within seventy-two hours if prepaid as second-class after the letter containing the same is posted; and in proving such service it shall be sufficient to prove that the letter containing the same was properly addressed and stamped and put into a post office.

146. A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the Register in respect of the share.

147. A notice may be given by the Company to the persons entitled to a share in consequence of the death or bankruptcy of a Member by sending it through the post in a prepaid letter addressed to them by name, or by the title of representatives of the deceased, or trustee of the bankrupt, or by any like description, at the address, if any, within the United Kingdom supplied for the purpose by the persons claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

148. Subject to such restrictions affecting the right to receive notices as are for the time being applicable to the holders of any class of shares, notice of every General Meeting shall be given in any manner hereinbefore authorised to:-

- (a) every Member except those Members who (having no registered address within the Isle of Man or the United Kingdom) have not supplied to the Company an address within the Isle of Man or the United Kingdom for the giving of notices to them;
- (b) the Auditor for the time being of the Company;
- (c) the Directors and (if any) alternate Directors.

No other person shall be entitled to receive notices of General Meetings.

WINDING UP

149. If the Company shall be wound up the Liquidator may, with the sanction of an Extraordinary Resolution of the Company and any other sanction required by the Statutes, divide amongst the Members in specie or kind the whole or any part of the assets of the Company (whether they shall consist of property of the same kind or not) and may, for such purpose, set such value

as he deems fair upon any property to be divided as aforesaid and may determine how such division shall be carried out as between the Members or different classes of Members. The Liquidator may, with the like sanction, vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the Liquidator, with the like sanction, shall think fit, but so that no Member shall be compelled to accept any shares or other securities whereon there is any liability.

INDEMNITY

150. Subject to the provisions of the Statutes, every Director or other officer or Auditor for the time being of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, 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 337 of the Act.

GENERAL REGISTRY I.O.M. COMPANIES REGISTRY		
	INITIALS	DATE
CHECKED	2/10	17.10.86
FILED		



COMPANIES HOUSE



•E0B1Z2EY•

ED3 RECEIPT DATE:25/06/94

BR2

This form should be completed in black.

Return by an overseas company subject to branch registration of
an alteration to constitutional documents

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985.)

Company number

FC17124

Company name

CRESTACARE PLC

Branch number

Branch Name

CONSTITUTIONAL
DOCUMENTS

* Delete as applicable

Note:- A company is only
required to make a return
in respect of a branch
where the document
altered is included amongst
the material registered in
respect of that branch.

On 2 9 0 4 9 4 an alteration was made to the
constitutional document(s) of the company

A copy of the new instrument is attached

* A certified translation is also attached

Signed

* Director / Secretary / Permanent representative

Date

23 6 94

When completed, this form should be returned to the address overleaf

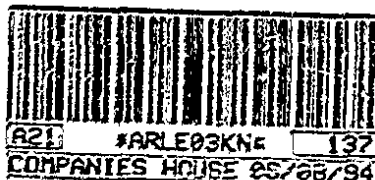
To whom should Companies
House direct any enquiries
about the information on
this form

Name EVERSLEDs HEPWORTH & CHADWICK

Address CLOTH HALL COURT, INFIRMARY STREET

LEEDS, LS1 2JB

Telephone no. 430391



BR4

COMPANIES HOUSE

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Branch number

BR 315

Company name

CRESTACARE PIC

Branch name
(If different)

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR ☐

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes.

DO ☐

A

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name Crestacare Pic

Address Elsinore House, 77/85 Elstam
Parsons Road Hammersmith London

Telephone 081-748-4820

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name

*Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Scope of authority

NOTES

Show the full forenames NOT
INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:

for a married woman the name before
marriage need not be given,
for names not used since the age of 18
or for at least 20 years

A peer or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

* Voluntary details
+ Directors only

Other directorships

Give the name of every company
incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

-dormant
-a parent company which wholly
owned the company making the
return
-another wholly owned subsidiary
of the same parent company

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA 01 08 94

CD ☒
CS ☐

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

SIR

MATTHEW DEAN

GOODWIN

CBE . CA

-

-

AD 87 KELVIN COURT

ANNISLAND GLASGOW G12 0AN

DO 12 06 29 + Nationality NA BRITISH

OC CIT

HENDEN STUART PLC MYRAM ENTERPRISES
MYRAM VENTURES PLC ROCESTER LTD
SCOTCAR LTD

The extent of the authority to represent the company is
(give details)

As A Non Executive Director
And As Delegated To Him By
THE BOARD OF DIRECTORS

These powers :

☒ May be exercised acting alone,
☐ Must be exercised with :- (give names of
co-authorised person(s))

I consent to act as director/secretary of the above named company

Signed Matthew Dean Date 1/8/94

A serving director etc must also sign the form on page 4

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars
 Change of particulars, as director
 Change of particulars, as secretary
 Forenames
 Surname
 (name previously notified to Companies House)

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address
 (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DR

XD

XS

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

DO

AD

Country

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐

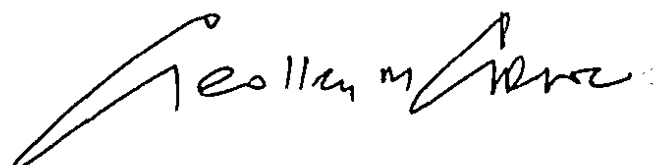
May be exercised alone, or

☐

Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.



When completed, this form should be delivered to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ



COMPANIES HOUSE

BR4

This form should be completed in black.

Return by an overseas company subject to branch
registration of change of directors or secretary
or of their particulars
(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC17124

Branch number

BR 315

Company name

CREITA CARE plc

Branch name
(if different)



AJ12G2X4

A00|RECEIPT DATE:14/07/94

Resignation, etc.

(This includes any
form of ceasing to
hold office e.g.
death or removal
from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DR ☐

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary
mark both boxes

DO ☐

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should
Companies House
address any enquiries
about the information
on this form

Name AM CROWE

Address CREITACARE plc, 5 AMBASSADOR PLACE
STOCKPORT ROAD ATRICHAM CHESHIRE

Telephone 061-927-7099

When completed, this form should be returned to the address on page 4



ANRX73AR

A11|RECEIPT DATE:27/07/94

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name *Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

Post town

County/region

Postcode

*Date of birth

+Business Occupation

+Other directorships

Scope of authority

NOTES

Know the full forenames NOT
INITIALS If the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:
- for a married woman the name before
marriage need not be given
- for names not used since the age of 18
or for at least 20 years
A peer or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

* Voluntary details
+ Directors only

Other directorships

Give the name of every company
Incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

- dormant
- a parent company which wholly
owned the company making the
return
- another wholly owned subsidiary
of the same parent company

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA 2, 3 0, 5 9, 4

CD ☒

CS ☐

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

MAXWELL GORDON

PACKE

AD LOWER PARK HOUSE

SHARDELOES

AMERSHAM

BUCKS

HP7 0RL

DO 15 15 45 +Nationality NA BRITISH

OC DIRECTOR

See attached list.

The extent of the authority to represent the company is
(give details)

AS A non EXECUTIVE DIRECTOR,

AND AS DELEGATED TO Him BY

THE BOARD OF DIRECTORS

These powers :

☒ May be exercised acting alone,

☐ Must be exercised with :- (give names of
co-authorised person(s))

I consent to act as director/secretary of the above named company

Signed

M. Packe

Date

27/5/94.

A serving director etc must also sign the form on page 4

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames

(name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DR ☐

XD ☐

XS ☐

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

DO ☐

AD ☐

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐

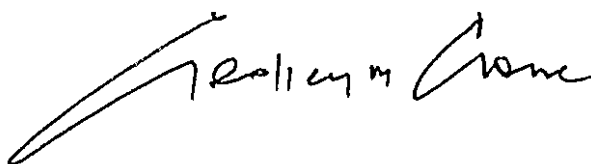
May be exercised alone, or

☐

Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided It completes the table above on this page.



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For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

Particulars of Director : Maxwell Gordon Packe

(Continued)

HMC Financing 1 PLC
HMC Financing 2 PLC
HMC Financing 3 PLC
HMC Financing 4 PLC
HMC Financing 5 Ltd
HMC Financing 6 Ltd
HMC Financing 7 PLC
HMC Financing 8 Limited
HMC Financing 9 Ltd
HMC Financing 10 Ltd
HMC Financing 11 Ltd
Retirement Plus Ltd
HMC Retirement Plus Ltd
Chadcroft Limited
HMC Limited
HMC Insurance Co Limited
Totalrange Limited
Secured Residential Funding PLC
SRF Financing 1 PLC
SRF Financing 2 PLC
SRF Financing 3 PLC
SRF Financing 4 PLC
SRF Mortgage Notes 1 PLC
SRF Mortgage Notes 2 PLC
SRF Mortgage Notes 3 PLC
SRF Mortgage Notes 4 PLC
SRF Mortgage Notes 5 PLC
SRF Mortgage Notes 6 PLC
SRF Securities Ltd
SRF Nominees Ltd

Maxwell G Packe

Current Directorships

HMC Group PLC
Household Mortgage Corporation PLC
Household Mortgage Bridging Ltd
Household Mortgage Personal Finance Ltd
HMC Securities Ltd
HMC Services Ltd
HMC Nominees Ltd
HMC First Home PLC
HMC First Home National PLC
HMC Overseas Limited
HMC High Equity PLC
HMC Swaps Ltd
HMC Home Indexed Bonds 1 PLC
HMC Mortgage Loans 1 PLC
HMC Commercial Funding PLC
HMC Mortgage Notes 101 PLC
HMC Mortgage Assets 101 PLC
HMC Mortgage Notes 102 PLC
HMC Mortgage Assets 102 PLC
HMC Mortgage Notes 103 PLC
HMC Mortgage Assets 104 PLC
HMC Mortgage Notes 104 PLC
HMC Mortgage Notes 1 PLC
HMC Mortgage Notes 2 PLC
HMC Mortgage Notes 3 PLC
HMC Mortgage Notes 4 PLC
HMC Mortgage Notes 5 PLC
HMC Mortgage Notes 6 PLC
HMC Mortgage Notes 7 PLC
HMC Mortgage Notes 8 PLC
HMC Mortgage Notes 9 PLC
HMC Mortgage Notes 10 PLC
The Mortgage Partnership PLC



COMPANIES HOUSE



BR3

This form should be completed in black.

**Return by an overseas company subject to branch registration,
for alteration of company particulars**

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)

Company number

FC 17124

Company name

CRESTACARE PLC

(See note 1 on Page 3) Branch name
(If different to company name)

Particulars of change

1. Change of name

Note: If the company has changed its corporate name in its country of origin, give details here together with the date the change was registered or otherwise made.

Old corporate name

New corporate name

Date of change

**2. Change in legal form
(Give details of change)**

Note: If the company has changed its legal form either by its own decision or by a change in its parent law, give details here

Date of change

**3. Change to accounting
requirements**

Period for which the company is required to prepare accounts by parent law, in substitution for a period previously notified, has been changed to: (dates) _____ to _____

Period allowed for the preparation and public disclosure of accounts for the above period _____ months

Company Particulars**NOTE.**

The changes to items 3 - 7 only are not required to be notified by companies incorporated in an EC member state or if the changes are already disclosed in the constitutional documents which have been filed with the Registrar.

4. Principal address

(give new principal place of business)

On * the company changed its principal address in its parent state to

* Insert date of change

5. Objects

(state new objects)

On * the company changed its objects to those +described below / attached

+delete as applicable

6. Capital

(state new issued share capital (Incl. currency))

On * 25/07/94 the company increased/decreased its Issued share capital from £25,000,000 to £30,000,000

£30,000,000

7. Governing law

List any change in the law under which the company was incorporated (e.g. a new Act) Include the date of the change.

Date

When completed, this form should be signed overleaf and returned to : -

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

To whom should
Companies House
direct any enquiries
regarding this form

Name Eversheds Hepworth & Chadwick

Address Cloth Hall Court, Infirmary Street,

Leeds LS1 2JB

Ref: AGK.TJS

Tel. No 0532 430391

* Delete as applicable

This return is delivered in respect of all the branches listed below,
registered at * Cardiff \ Edinburgh.

This notice must be delivered
to the Registrar within 28 days
of the notice of the alteration
being received in Great Britain
in due course of post (if
despatched with due diligence)

Signed

X Neilan M. Lane
(Director / Secretary / Permanent representative)

Date

16. 9. 94

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.



COMPANIES HOUSE

BR4

This form should be completed in black.

Return by an overseas company subject to branch
registration of change of directors or secretary
or of their particulars

(Pursuant to Schedule 27A, paragraph 7(1) of the Companies Act 1985)



Company number

Branch number

Company name

Branch name
(if different)

FC17124	1637
315	
CRESTACARE PLC	

Resignation, etc.

(This includes any
form of ceasing to
hold office e.g.
death or removal
from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

For names

Surname

Date of birth (directors only)

DR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
XD	<input type="checkbox"/>	Please mark the appropriate box. If resignation etc is as a director and secretary mark both boxes			
XS	<input type="checkbox"/>				
DO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should
Companies House
address any enquiries
about the information
on this form

Name	C DYSON
Address	CRESTACARE, WESLEY HOUSE HUNTERSFIELD ROAD, BRISTOL WF17 0ES
Telephone	01924 422221

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
to notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name *Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Scope of authority

Other directorships

Give the name of every company incorporated in Great Britain which the person concerned is a director or has been a director at any time in the past 5 years. Exclude a company which either is, or at all times during the past 5 years when the person was a director, was

- dormant
- a parent company which wholly owned the company making the return
- another wholly owned subsidiary of the same parent company

You may use a separate sheet of paper if necessary.

Give brief particulars of the extent of the powers exercised (e.g., whether they are limited to powers expressly conferred by the instrument of appointment, or whether they are subject to express limitations.) Where the powers are exercised jointly, give the name(s) of the person(s)

Mark as applicable

This return must be delivered to the Registrar within 21 days of the notice being received in Great Britain in due course of post (if despatched with due diligence)

Consent signature

DA

CD

CS

Please mark the appropriate box.
If appointment is as a director and secretary mark both boxes.

AD

DO

OC

+ Nationality NA

The extent of the authority to represent the company is
(give details)

These powers :

- # ☐ May be exercised acting alone,
- # ☐ Must be exercised with :- (give names of co-authorised person(s))

I consent to act as director/secretary of the above named company

Signed

Date

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames

(name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address (enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DR 4 1 1 4

XD ☒

XS ☐

Please mark the appropriate box. If change of particulars is as a director and secretary mark both boxes

JAMES

RAMSAY

DD 2 1 0 7 5 8

AD TAVARIN

HARVESTHILL ROAD

MAIDENHEAD

BERKS

SL6 2QZ

Country

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐

May be exercised alone, or

☐

Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

NOTE:- A return must be delivered in respect of any alteration to the company particulars by each branch of an overseas company. If, however, a company has more than one branch in THE SAME PART of Great Britain, it may deliver only one form in respect of all those branches, provided it completes the table above on this page.



When completed, this form should be delivered to :-

For branches registered in England and Wales

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF4 3UZ

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ



COMPANIES HOUSE

BR4

This form should be completed in black.

Return by an overseas company subject to branch registration of change of directors or secretary or of their particulars

(Pursuant to Schedule 21A, paragraph 7(1) of the Companies Act 1985)



A24 AVYIS607 406
COMPANIES HOUSE 26/11/94

Company number

Branch number

Company name

Branch name
(if different)

FC17124

1637

315

CRESTACARE PLC

Resignation, etc.

(This includes any form of ceasing to hold office e.g. death or removal from office)

Date of resignation etc

Resignation etc, as director

Resignation etc, as secretary

Forenames

Surname

Date of birth (directors only)

DD MM YY

XD ☐

XS ☐

Please mark the appropriate box.
If resignation etc is as a director and secretary mark both boxes

DD MM YY

(See note on page 4)

This return is delivered in respect of all the branches listed on page 4

To whom should Companies House address any enquiries about the information on this form

Name C DYSON

Address CRESTACARE PLC, WESLEY HOUSE
HUNDESFIELD ROAD, BIRSTALL

Telephone 01924 422221

When completed, this form should be returned to the address on page 4

Appointment

(Turn to page 3
notify resignation or
alteration of
particulars)

Date of appointment

Appointment of director

Appointment of secretary

Name *Style/title

Forenames

Surname

*Honours etc

Previous forenames

Previous surname

Usual residential address

NOTES

Show the full forenames NOT

INITIALS if the director or
secretary is a Corporation or Scottish
firm, show the name on surname line
and registered or principal office on the
usual residential address line

Give previous forenames or surnames
except:

-for a married woman the name before
marriage need not be given.

-for names not used since the age of 18
or for at least 20 years

A pair or individual known by a title
may state the title instead of or in
addition to the forenames and surnames

* Voluntary details

+ Directors only

Post town

County/region

Postcode

+ Date of birth

+ Business Occupation

+ Other directorships

Other directorships

Give the name of every company
incorporated in Great Britain
which the person concerned is a
director or has been a director at any
time in the past 5 years. Exclude a
company which either is, or at all
times during the past 5 years when
the person was a director, was

-dormant

-a parent company which wholly
owned the company making the
return

-another wholly owned subsidiary
of the same parent company

Scope of authority

You may use a separate sheet of
paper if necessary.

Give brief particulars of the extent of the
powers exercised (e.g., whether they are
limited to powers expressly conferred by
the instrument of appointment, or whether
they are subject to express limitations.)
Where the powers are exercised jointly,
give the name(s) of the person(s)

Mark as applicable

This return must be delivered to
the Registrar within 21 days of
the notice being received in
Great Britain in due course of
post (if despatched with due
diligence)

Consent signature

DA

CD

CS

Please mark the appropriate box.
If appointment is as a director and secretary
mark both boxes.

AD

DO

OC

+ Nationality NA

The extent of the authority to represent the company is
(give details)

These powers :

☐

May be exercised acting alone,

☐

Must be exercised with :- (give names of
co-authorised person(s))

I consent to act as director/secretary of the above named company

Signed

Date

ALTERATION OF PARTICULARS

(this section is not for appointments or resignations)

Complete this section in all cases where particulars of a serving director/secretary have changed and then the appropriate section below

Date of change of particulars

Change of particulars, as director

Change of particulars, as secretary

Forenames

(name previously notified to Companies House)

Surname

Date of birth (directors only)

Change of name (enter new name)

Forenames

Surname

Change of usual residential address
(enter new address)

Post town

County/region

Postcode

Nationality

Change to authority to act (if applicable)

Give brief particulars of any change in the authority of a director to represent the company, including any alteration to the manner in which existing or new powers may be exercised (e.g. requiring them to be exercised with other persons.)

Mark as applicable

DR 14 11 94

XD ☒XS ☐

Please mark the appropriate box.
If change of particulars is as a director and secretary mark both boxes

ANDREW

TAE

00 15 09 57

AD DIAL HOUSE

16 NORTHCROFT ROAD

ENGLEFIELD GREEN

SURREY

TW20 0DU Country

The extent of the authority of the above person to represent the company has been altered to :- (give details)

These powers :

☐

May be exercised alone, or

☐

Must be exercised with : (give names of co-authorised persons)

Registration number	Branch name

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Companies House
Crown Way
Cardiff
CF4 3UZ.

For branches registered in Scotland

The Registrar of Companies
Companies House
100 - 102 George Street
Edinburgh
EH2 3DJ

SCAN UPON DEMAND

**We apologise that due
to the poor quality of the fiche,
some of the images scanned
were also of poor quality**