

Number of Company: SC286340



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

RESOLUTIONS

of

SCARBOROUGH CONTINENTAL PARTNERS LIMITED (the "Company")

Passed 21 July 2005

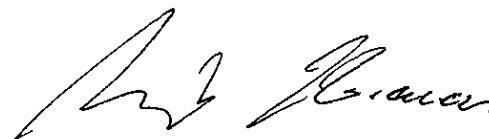
By written resolution of the shareholders of the Company, dated 21 July 2005 the subjoined resolution was duly passed as a special resolution:

"That:

1. The existing 2 issued ordinary shares of €1 each in the capital of the Company, being the shares registered in the name of Scarborough Property Holdings plc, be reclassified and designated as A Shares, all having the rights and privileges specified in the Articles of Association to be adopted pursuant to this resolution;
2. All of the authorised but unissued shares of €1 each in the capital of the Company be reclassified and designated as 48 A Shares and 50 B Shares, all having the rights and privileges specified in the Articles of Association to be adopted pursuant to this resolution;
3. The attached regulations submitted to the meeting of the board of directors of the Company and signed for the purpose of identification by the Chairman thereof be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association;
4. The Directors be and are hereby authorised generally for the purposes of Section 80 of the Companies Act 1985 to allot and issue 48 A Shares and 50 B Shares on such terms and conditions as they may in their discretion think fit, subject always to the following conditions and the provisions of the Articles of Association of the Company:-
 - (c) this authority shall expire unless revoked or altered by the Company in general meeting, on the expiry of five years from the date of passing of this resolution; and
 - (d) pursuant to Section 95(1) of the Companies Act 1985, Section 89(1) of the Companies Act 1985 shall not apply to any allotment of shares in the capital of the Company".

Company Secretary

on behalf of
Scarborough Partners Ltd



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

SCARBOROUGH CONTINENTAL PARTNERS LIMITED ¹

(Adopted by special resolution passed on 21 July 2005)

1. PRELIMINARY

1.1 In these Articles:

- 1.1.1 the regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (which Table is hereinafter referred to as "**Table A**") shall, except as hereinafter provided or so far as the same are not consistent with the provisions of these Articles, constitute the regulations of the Company;
- 1.1.2 regulations 2, 3, 17, 24, 39, 40, 41, 46, 50, 53, 58, 64 to 69 (inclusive), 72 to 81 (inclusive), 84, 87 to 91 (inclusive), 93 to 98 (inclusive), 112 and 115 of Table A shall not apply to the Company;
- 1.1.3 "**Act**" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;
- 1.1.4 "**Board**" means the board of directors of the Company;
- 1.1.5 "**Business**" means such business as the members of the Company shall have agreed shall be the business to be carried on by the Company from time to time;
- 1.1.6 "**Equity Units**" means:
 - (a) shares in the capital of the Company; and
 - (b) Loan Stock;

¹ Conform to certificate of incorporation on change of name dated 23 June 2005, the Company changed its name from MM&S (4085) Limited to Scarborough Continental Partners Topco Limited. Conform to certificate of incorporation on change of name dated ●, the Company changed its name from Scarborough Continental Partners TopCo Limited to Scarborough Continental Partners Limited.

1.1.7 **“Loan Stock”** means, in relation to any member of the Company, such loan stock issued by the Company as is held by that member; and

1.1.8 **“Number of Equity Units”** means:

- (a) in the case of shares in the capital of the Company, the aggregate number of Euros in the nominal value of such shares; and
- (b) in the case of Loan Stock, the amount of principal outstanding (in Euros) of such Loan Stock.

1.2 For the purposes of these Articles, a person is “connected with” another person if they are connected with one another within the meaning of Section 839 of the Income and Corporation Taxes Act 1988.

1.3 References to persons shall include natural persons, bodies corporate, unincorporated associations, partnerships, joint ventures, trusts or other entities or organisations of any kind, including (without limitation) government entities (or political subdivisions or agencies or instrumentalities thereof).

2. **SHARE CAPITAL**

2.1 The authorised share capital of the Company as at the date of the adoption of these Articles is €100 divided into 50 ‘A’ shares of €1 each (**“A Shares”**) and 50 ‘B’ shares of €1 each (**“B Shares”**). The A Shares and the B Shares shall each constitute different classes of shares for the purposes of the Act, but, except as expressly provided in these Articles, the A Shares and the B Shares rank *pari passu* in all respects.

2.2 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

2.3 The share capital of the Company shall not be increased and no unissued shares may be allotted or issued unless with the consent in writing signed by or on behalf of all the members of the Company. Unless all of the members of the Company consent in writing otherwise, all new shares created on any increase of capital shall be created as A Shares of €1 each and B Shares of €1 each in equal proportions and the issue of any shares in the capital of the Company shall be made in such manner that at all times the total number of A Shares and B Shares in issue are in equal proportions, A Shares being issued only to the holders of A Shares and B Shares only to holders of B Shares.

2.4 Subject to the provisions of these Articles and the Act, the Company may:

2.4.1 issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the directors may at the time of issue determine; and

2.4.2 to the extent permitted by section 171 of the Act, make a payment in respect of the redemption or purchase of any of its own shares (including any redeemable shares) otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

2.5 Whenever the capital of the Company is divided into different classes of shares all provisions applicable to general meetings of the Company or to the proceedings thereat shall *mutatis mutandis* apply to any separate meeting of the holders of shares of any class except that:

2.5.1 the necessary quorum shall be one person holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting of such holders a quorum as above defined is not present the member or members present in person or by proxy shall be a quorum);

2.5.2 any holder of shares of the class present in person or by proxy may demand a poll and each holder shall on a poll have one vote in respect of every share of the class held by it; and

2.5.3 the provisions of Article 2.7 shall apply in relation to any proposed variation of special rights attached to that class of shares.

2.6 The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall not unless, otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith provided that such further shares are issued equally in all respects to all then existing shares of that class.

2.7 Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of all the issued shares of that class.

3. **LIEN**

The lien conferred by regulation 8 of Table A shall also attach to fully paid up shares registered in the name of any person indebted or under liability to the Company whether it shall be the sole registered holder thereof or shall be one of two or more joint holders.

4. **TRANSFER OF SHARES**

4.1 Save as otherwise provided in these Articles, no member may transfer any shares or any interest in shares without the written agreement of all of the other members.

4.2 Any person who would otherwise be entitled to shares or an interest in shares on the insolvency, bankruptcy or winding-up of any member or the enforcement of any encumbrance or security interest granted by a member of the Company (the “**Vendor**”) shall forthwith give (or otherwise shall be deemed to give upon the Company becoming aware of such insolvency, bankruptcy or winding-up or enforcement of any encumbrance or security interest) to the Company notice in writing in respect of such shares.

4.3 Any notice given or deemed to be given pursuant to Article 4.2 (a “**Transfer Notice**”) shall be in respect of all the shares to which the Vendor would otherwise be entitled. Once a Transfer Notice has been given or is deemed to be given it may not be withdrawn.

4.4 Subject as hereinafter provided, a Transfer Notice given or deemed to have been given by the Vendor shall constitute the Company the Vendor’s agent for the sale of the shares specified therein (hereinafter called the “**Sale Shares**”) in one or more lots at the discretion of the directors to all members other than those to whose shares the Transfer Notice relates (the “**Other Members**”). Such Transfer Notice shall also constitute the Company as the Vendor’s agent for the sale and transfer of any Loan Stock pursuant to Article 4.9. The sale price of the Sale Shares (the “**Sale Price**”) shall be the price agreed by the Vendor and the directors (as agent for the Other Members) or, if the Vendor and the directors are unable to agree a price within 14 days of the Transfer Notice being given or if the Transfer Notice is a deemed Transfer Notice, the Fair Value of the Sale Shares determined in accordance with Article 4.5.1.

4.5.1 The Fair Value of any Equity Units being transferred shall be the sum that a firm of independent chartered accountants nominated by the Vendor and the directors or, in the event of any failure to agree upon such nomination or if the Transfer Notice is a deemed Transfer Notice a firm of independent chartered accountants of international standing chosen on the application of the Vendor or the directors by the President for the time being of the Institute of Chartered Accountants of Scotland (or the corresponding officer in any successor body) shall determine and certify as the sum

considered by it to be the Fair Value of such Equity Units as at the date of the Transfer Notice calculated in accordance with Article 4.5.2.

4.5.2 The Accountants shall:

- (a) determine the net asset value of the Company (without any discount by reference to the percentage of the shares in the capital of the Company and Loan Stock being sold or transferred). The Accountants shall in determining the net asset value of the Company seek the advice of a firm of independent chartered surveyors in connection with the valuation of the real property assets of the Company;
- (b) apportion the resultant figure from Article 4.5.2(a) above to the Equity Units as follows:
 - (i) to all of the Loan Stock outstanding (up to a maximum of €1 for each €1 of Loan Stock in nominal value); and
 - (ii) to all of the issued shares in the capital of the Company the balance thereof;
- (c) divide the figure apportioned to the Loan Stock in terms of Article 4.5.2(b)(i) above by the aggregate nominal value (in Euros) of all of the Loan Stock outstanding and multiply by the aggregate nominal value (in Euros) of the Loan Stock being transferred, which shall be the Fair Value of the Loan Stock being transferred; and
- (d) divide the figure apportioned to the shares in the capital of the Company in terms of Article 4.5.2(b)(ii) above by the aggregate nominal value of all of the issued shares in the capital of the Company and multiply by the aggregate nominal value of the shares in the capital of the Company being transferred, which shall be the Fair Value of the shares in the capital of the Company being transferred;
- (e) act at the cost of the Company as experts and not as arbiters and their determination of the Fair Value (save in the case of manifest error) shall be final and binding for all purposes; and
- (f) prior to such determination take cognisance of any representations made by the Vendor and the directors to the Accountants as to the Fair Value which they shall be entitled to make within 14 days after the date of appointment.

- 4.6 Upon the Sale Price being fixed as aforesaid the Company as agent shall forthwith offer the Sale Shares to the Other Members pro rata as nearly as may be in proportion to the existing numbers of shares held by such Other Members giving details of the total number and the Sale Price of such Sale Shares.

The Company shall invite each of the Other Members as aforesaid to state in writing within twenty-one days from the date of the offer whether it is willing to purchase any of the Sale Shares so offered to it and if so the maximum number thereof which it is willing to purchase.

The Company shall at that time also enquire of each of the Other Members whether or not it is interested in acquiring Sale Shares in addition to those offered on a pro rata basis (“**Additional Transfer Shares**”) and, if so, the maximum number of Additional Transfer Shares which it is willing to purchase. If at the expiration of the said period of twenty-one days there are any Sale Shares offered which any of the Other Members have been offered as their pro rata share but have not so stated their willingness to purchase the Company shall offer such shares to such Other Members as have stated in writing their willingness to purchase the Additional Transfer Shares. Such Additional Transfer Shares shall be offered, in the case of competition, pro rata as nearly as may be in proportion to the number of shares then held by such Other Members which offer shall remain open for a further period of twenty-one days.

- 4.7 If the Company shall pursuant to the above provisions of this Article 4 find Other Members willing to purchase all of the Sale Shares the Company shall allocate such Sale Shares to and amongst such Other Members in accordance with Article 4.6, provided that none of the Other Members shall be obliged to take more than the maximum number of shares specified by it. The Company shall forthwith give notice of such allocations (an “**Allocation Notice**”) to the Vendor and to the persons to whom the Sale Shares have been allocated and shall specify in such notice the place and time (not being earlier than fourteen and not later than twenty eight days after the date of the Allocation Notice) at which the sale of the shares so allocated shall be completed. The Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares comprised in an Allocation Notice to the purchasers named therein at the Sale Price at the time and place therein specified. If the Vendor shall make default in so doing the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise any director to execute transfers of the Sale Shares in favour of the purchasers and shall enter the names of the purchasers in the register of members as the holder of such of the Sale Shares as shall have been transferred to them as aforesaid.

- 4.8 If a Transfer Notice is given or deemed to be given pursuant to Article 4.2 and any of the Sale Shares are to be transferred pursuant to Article 4.7 the Vendor shall be obliged to sell and transfer or procure that there is sold and transferred (and the purchasers shall be obliged to purchase) all of the Loan Stock held by the relevant member of the Company at such sale price as is agreed by the Vendor and the directors (as agent for the Other Members) or, if the Vendor and the directors are unable to agree within 14 days of the Transfer Notice being given or if the Transfer Notice is a deemed Transfer Notice, the Fair Value of such Loan Stock (determined in accordance with Article 4.5) in the same proportions as the Sale Shares. Such sale and purchase of the Loan Stock shall be completed at the same time as the sale and purchase of the Sale Shares pursuant to Article 4.7 and, to the extent appropriate, the provisions of Article 4.7 shall apply *mutatis mutandis* to the sale of such Loan Stock.
- 4.9 If the directors shall not have found a member or members of the Company willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article, the Vendor shall at any time within six months after the close of the offer by the Company under Article 4.6 to the Other Members be at liberty to sell, transfer or dispose of such legal or beneficial interest in the Sale Shares, provided that:
- 4.9.1 the Vendor shall not be entitled to sell, transfer or dispose of the same at a price less than the Sale Price;
 - 4.9.2 the Vendor shall not be entitled, save with the written consent of all the members of the Company, to sell, transfer or dispose of such legal or beneficial interest in some only of the Sale Shares;
 - 4.9.3 the directors may refuse to register any transfer to any person of whom they shall not approve as a member of the Company (such approval not to be withheld without good reason in the interests of the Company) but not if that person was named as a potential transferee in the Transfer Notice; and
 - 4.9.4 the Vendor simultaneously sells, transfers or disposes of a legal or beneficial interest in all of the Loan Stock held by the relevant member of the Company to the same person or persons in the same proportions as the Sale Shares and such sale, transfer or disposal of such Loan Stock takes place at a price no less than the agreed price or the Fair Value of such Loan Stock determined in accordance with Article 4.5 (as the case may be).

5. PROCEEDINGS AT GENERAL MEETINGS

- 5.1 Any general meeting may be convened at or adjourned to more than one place. If a meeting or adjourned meeting is convened at or adjourned to more than one place, the notice of that meeting

shall specify the place at which the chairman of the meeting shall preside (the “**Specified Place**”) and the directors shall make arrangements for simultaneous attendance and participation at other places by members, provided that persons attending at any particular place shall be able to hear and be heard (whether by audio links or otherwise howsoever enabling the same) by persons attending at the other places at which the meeting is convened. For the purposes of these Articles, the meeting shall be treated as being held at the Specified Place.

- 5.2 No business shall be transacted at any meeting unless a quorum is present.
- 5.3 Two members present in person or by proxy (or, if a corporation, by representative) shall be a quorum for all purposes, provided that one is the holder of an A Share and one is the holder of a B Share. If a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting a quorum ceases to be present, the meeting shall stand adjourned until the same time and place on the next day or such other time and place as the members may agree. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for such adjourned meeting, the members present in person or by proxy shall form a quorum.
- 5.4 A resolution put to the vote of a meeting shall be decided on a show of hands unless before or on a declaration of the result of the show of hands a poll is duly demanded.
- 5.5 A poll may be demanded by any member having the right to vote at the meeting.
- 5.6 A demand for a poll by a person as a proxy attorney or duly authorised representative for a member shall be the same as a demand by the member.
- 5.7 The chairman at any general meeting shall not be entitled to have a casting vote in addition to any other vote he may have.
- 5.8 A resolution in writing signed by or on behalf of all the members of the Company entitled to receive notice of and attend and vote at a general meeting or by their duly appointed proxies or attorneys:
 - 5.8.1 shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held;
 - 5.8.2 such resolution in writing may be contained in one document or in several documents in the same terms each signed by or on behalf of one or more of the members or their proxies or attorneys; and
 - 5.8.3 the signature in the case of a body corporate which is a member shall be sufficient if made by a director thereof or by its duly authorised representative.

6. VOTES

- 6.1 Subject to any rights or restrictions attached to any shares and to the provisions of this Article, on a show of hands every member present by a representative duly authorised in accordance with the Act or by proxy shall have one vote and on a poll every member shall have one vote for every A Share of which it is the holder and one vote for every B Share of which it is the holder.
- 6.2 The A Shares shall not confer the right to vote, either on a show of hands or on a poll, upon a resolution for the appointment or removal from office of any B Director (as defined in Article 8).
- 6.3 The B Shares shall not confer the right to vote, either on a show of hands or on a poll, upon a resolution for the appointment or removal from office of any A Director (as defined in Article 8).

7. DIRECTORS

- 7.1 The number of directors shall be determined by the Company in general meeting but unless and until so determined the maximum number of directors shall be four (comprising not more than two A Directors and not more than two B Directors).
- 7.2 A director or alternate director shall not require any share qualification but any director who is not a member of the Company shall nevertheless be entitled to receive notices of and attend and speak at any general meeting of the Company or at any separate meeting of the holders of any class of shares of the Company.
- 7.3 A person may be appointed a director notwithstanding that he shall have attained the age of seventy years or any other age and no director shall be liable to vacate office by reason of his attaining that or any other age nor shall special notice be required of any resolution appointing or approving the appointment of such director or any notice be required to state the age of the person to whom such resolution relates.

8. APPOINTMENT AND REMOVAL OF DIRECTORS

- 8.1 The holder or holders of a majority in nominal value of the A Shares as a class shall be entitled to appoint not more than two directors of the Company (each herein referred to as an “A Director”) and to remove any such director and to make all necessary appointments to fill any vacancy howsoever and whensoever arising. Every such appointment or removal shall be effected by notice in writing deposited at the registered office of the Company signed by the holder or holders of a majority in nominal value of the A Shares.
- 8.2 The holder or holders of a majority in nominal value of the B Shares as a class shall be entitled to appoint not more than two directors of the Company (each herein referred to as a “B Director”)

and to remove any such director and to make all necessary appointments to fill any vacancy howsoever and whensoever arising. Every such appointment or removal shall be effected by notice in writing deposited at the registered office of the Company signed by the holder or holders of a majority in nominal value of the B Shares.

- 8.3 The chairman of the Board shall be an A Director appointed by the A Directors.
- 8.4 The Chairman shall not have any vote in respect of matters considered by the Board other than any vote which he has by virtue of being an A Director.
- 8.5 No director shall be required to retire by rotation.

9. **DISQUALIFICATION OF DIRECTORS**

The office of a director shall be vacated in any of the following events:

- 9.1 if he resigns his office by notice in writing to the Company; or
- 9.2 if he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 9.3 if he is admitted to hospital in pursuance of an application for his admission under either the Mental Health Act 1983 or the Mental Health (Scotland) Act 1984 or an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, *curator bonis* or other person to exercise power with respect to his property or affairs; or
- 9.4 if he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
- 9.5 if he is absent from meetings of the Board for six successive months without leave and his alternate director (if any) shall not during such period have attended in his stead and the directors resolve that his office be vacated; or
- 9.6 if he shall be removed from office under the provisions of Article 8.

10. **PROCEEDINGS OF DIRECTORS**

- 10.1 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit.
- 10.2 A director may and the secretary at the request of a director shall call a meeting of the directors.

- 10.3 Notice of every meeting of directors shall be given to each director and his alternate director (if one is appointed), including directors and alternate directors who are absent from the United Kingdom and have given the Company their addresses outside the United Kingdom. Directors who are absent from the United Kingdom shall be entitled to receive reasonable notice of every meeting. Notice of a meeting of directors or a committee of the Board shall not be required if all the directors or all the members of that committee are present at the meeting.
- 10.4 Without prejudice to Article 10.1, a meeting of the Board or of a committee of the Board may consist of a conference between or among directors who are not all in one place, but who are able (directly or by telephone or television) to speak to each other, and to be heard by each other simultaneously. A director taking part in such a conference shall be deemed to be present at the meeting and shall be entitled to vote or be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating in the conference is assembled, or, if there is no such group, where the chairman of the meeting then is. The word “meeting” in these Articles shall be construed accordingly.
- 10.5 The quorum necessary for the transaction of the business of the directors shall be two, one of whom shall be an A Director and one of whom shall be a B Director. The Chairman shall not be counted towards the quorum. An alternate director who is not himself a director may if his appointor is not present be counted towards the quorum. If a quorum is not present within half an hour of the time appointed for the meeting, or ceases to be so present, the Chairman shall adjourn the meeting to a specified time and place [in the United Kingdom] at least two business days after the meeting. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Directors present in person or by alternate shall form a quorum.
- 10.6 The A Directors present in person or by alternate shall have in aggregate two votes. The B Directors present in person or by alternate shall have in aggregate two votes. The Chairman at any meeting of the directors shall not have a second or casting vote in addition to any other vote he may have.
- 10.7 A resolution of the Board shall not be validly passed and shall not be binding on the Company or its members unless it is carried by unanimity of the A Directors and the B Directors present in person or by alternate.
- 10.8 A resolution signed in writing by all the directors entitled to receive notice of a meeting of directors or of a committee of directors shall be as valid and effectual as if it had been passed at a meeting of directors or (as the case may be) a committee of directors duly convened in the like form each signed by one or more directors but a resolution signed by an alternate director need

not also be signed by his appointor and if it is signed by a director who has appointed an alternate director it need not be signed by the alternate director in that capacity.

10.9 A director who is in any way either directly or indirectly interested in a contract or arrangement or proposed contract or arrangement with the Company:

10.9.1 shall declare the nature of his interest at a meeting of the directors in accordance with section 317 of the Act; and

10.9.2 subject to such disclosure shall be entitled to vote in respect of any contract or arrangement in which he is interested and if he shall do so his vote shall be counted and he may be taken into account in ascertaining whether a quorum is present.

11. **ALTERNATE DIRECTORS**

11.1 Any director may at any time by writing under his hand and deposited at the office or delivered at a meeting of the directors appoint any person (including another director) to be his alternate director and may in like manner at any time terminate such appointment.

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

11.3 An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all the functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he (and not his appointor) were a director.

11.4 If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability, the signature of an alternate director to any resolution in writing of the directors shall be as effective as the signature of his appointor.

11.5 To such extent as the directors may from time to time determine in relation to any committees of the directors the foregoing provisions of this Article 11 shall also apply *mutatis mutandis* to any meeting of such committee of which the appointor of an alternate director is a member.

11.6 An alternate director shall not (save as provided in this Article 11) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles but he shall be an officer of the Company and shall not be deemed to be the agent of the director appointing him.

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

12. EXECUTIVE COMMITTEES

- 12.1 The directors may delegate any of their powers or discretions to one or more committees consisting of one or more directors and any other such persons as the directors shall nominate. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or to the exclusion of their own powers and may be altered by the resolution of the directors. The directors shall, on demand by any one director, revoke any such delegation.
- 12.2 Subject to Article 12.1, the meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of the directors so far as they are capable of applying, save that the quorum necessary for the transaction of the business of such committee shall be two and a resolution of such a committee may be validly passed by a simple majority of those members present at the meeting.

13. NOTICES

- 13.1 A notice may be given by the Company to any member in writing either personally or by sending it by pre-paid post to his registered address (whether or not within the United Kingdom) supplied by it to the Company for the giving of notice to it.
- 13.2 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders.
- 13.3 A properly addressed notice sent by pre-paid post shall be deemed to have been given 48 hours after the date on which the notice is posted.

14. INDEMNITY

- 14.1 Subject to the provisions of and so far as may be permitted by the Act, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred or sustained by

him in the execution and discharge of his duties or otherwise in relation thereto. Regulation 118 of Table A shall be extended accordingly.

- 14.2 The directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company insurance against any such liability as is referred to in section 310(1) of the Act.