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No. 1756276

THE COMPANIES ACTS 1985 and 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

TREBRUKS MARKETING LIMITED

Incorporated 26th September , 19 83



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Private & Confidential

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THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TREBRUKS MARKETING LIMITED

(Adopted by Special Resolution passed on ... June 1994)

1 Preliminary

1.1 In these Articles:

"A" Shareholder means the holder of any of the "A" Shares from time to time in issue.

"B" Shareholder means the holder of any of the "B" Shares from time to time in issue.

"the Act" means the Companies Act 1985 (as amended).

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985. References to regulations are to regulations in Table A.

"the Statutes" means the Act and any statutory modification or re-enactment thereof for the time being in force and every other Act for the time being in force concerning companies and affecting the Company.

"the Shares" means the "A" Shares or the "B" Shares, or as the context requires, "A" Shares and "B" Shares.

- 1.2 Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.
- 1.3 Regulations 38, 69, 73 to 78 inclusive, 87, 101, 116 and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

2 Shares

- 2.1 The authorised share capital of the Company at the date of the adoption of these Articles is £50,000. The issued share capital at the date of the adoption of these Articles is £100 divided into 60 "A" Shares of £1 each and 40 "B" Shares of £1 each.
- 2.2 The "A" Shares and the "B" Shares shall be separate classes of shares but save as hereinafter otherwise provided shall carry the same rights and privileges and shall rank pari passu in all respects.
- 2.3 The Company may by Special Resolution redesignate any "A" Share as a "B" Share or any "B" Share as an "A" Share.

2.4 Unless otherwise agreed in writing by all the holders for the time being of the "A" Shares and the "B" Shares and subject to Article 12.5 of these Articles:

- (a) Any shares unissued at the date of adoption of these Articles and any shares hereafter created shall before allotment be offered for subscription in the first instance to the holders of the "A" and "B" Shares respectively in proportion as nearly as the circumstances will admit to the total numbers of "A" and "B" Shares respectively then in issue and as between the several holders of shares of each such class in proportion to the numbers of shares of the class then held by each of them respectively. At the expiration of the time limit specified by such offer for the acceptance of such shares, the balances of any shares offered to the holders of shares of a class but not so accepted shall be offered for subscription to the holders of the shares of the class who have accepted all the shares to which they are respectively entitled and who shall, if more than one, be entitled to subscribe for such balances of shares in the proportion as nearly as the circumstances will admit to the number of shares of the class in question then held (including any shares accepted pursuant to the foregoing provisions of this Article) by each of them respectively.
- (b) Any shares offered to the holders of shares of one class which shall remain unaccepted when the procedure described in Article 2.4(a) is exhausted shall be offered for subscription in like manner and on the same terms to the holders of the shares of the other class.
- (c) Any such offer as aforesaid shall be made by notice in writing specifying the number and class of shares and the price at which the same are offered and limiting the time (not being less than 30 days unless the member to whom the offer is to be made otherwise agrees) within which the offer if not accepted will be deemed to be declined.

- (d) Any shares allotted to a person who is already a holder of "A" Shares shall be designated as "A" Shares and shall accordingly be subject to such of the provisions of these Articles as are applicable to the "A" Shares; any shares allotted to a person who is already a holder of "B" Shares shall be designated as "B" Shares and shall accordingly be subject to such of the provisions hereof as are applicable to the "B" Shares.
 - (e) Subject to Article 2.4(f) and to any directions which may be given by the Company in general meeting, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) and without prejudice to the generality of the foregoing any shares unissued at the date of adoption of these Articles and any shares hereafter created shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper, provided that no shares shall be issued at a discount or at a price lower than that at which such shares were offered to the holders of existing shares pursuant to the preceding paragraphs of this Article.
 - (f) The maximum nominal amount of share capital which or in respect of which the Directors may allot, grant options or subscription or conversion rights, create, deal or otherwise dispose of in accordance with this Article shall be £10,000 or such other amount as shall be authorised by the Company in general meeting. The authority conferred on the Directors by this Article shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles.
- 2.5 Subject to the provisions of the Statutes, the Company may purchase any of its own shares (including any redeemable shares). Regulation 35 shall be modified accordingly.

2.6 The provisions of Articles 2.4 and 2.5 shall apply to all new shares and, subject to any direction or determination that may be given or made in accordance with the powers contained in these Articles, all new shares created on any increase of capital shall be subject to the same provisions with reference to the payment of calls, transfer, transmission, forfeiture, lien and otherwise as if they had been part of the capital at the date of the adoption of these Articles and either "A" Shares or "B" Shares.

2.7 The provisions of section 89(1) of the Act shall not apply to the Company.

3 Lien

3.1 The lien conferred by regulation 8 shall apply to:

- (a) all shares of the Company whether fully paid or not;
- (b) all shares registered in the name of any person indebted or under liability to the Company, whether he be the sole registered holder thereof or one of several joint holders;

and shall be for all indebtedness or other liability to the Company of any member.

Regulation 8 shall be modified accordingly.

4 Transfer of shares

4.1 Unless all the holders for the time being of the "A" Shares and "B" Shares otherwise agree in writing, none of the shares of the Company shall be transferred and the Directors shall not register any transfer of any shares of the Company except pursuant to this Article 4.

4.2 Every holder of Shares who wishes to transfer any of his shares or to dispose of any interest therein (such holder being hereinafter referred to as a "Vendor") shall serve on the Directors of the Company a notice in writing of his wish so to do accompanied by the relevant share certificates. Such notification (hereinafter called a "Transfer Notice") shall state the number and class of shares which the Vendor desires to transfer or dispose of and shall constitute the Directors his agents for the sale of such shares (hereinafter called "the Sale Shares") at the Sale Price (as defined in Article 4.8). The Transfer Notice shall also give details of the person to whom the Vendor wishes to transfer the Sale Shares in the event that none of the other shareholders (hereinafter called "Members") wish to purchase any of the Sale Shares pursuant to Article 4.3 to 4.5 (both paragraphs inclusive). Save as provided in Article 4.4, a Transfer Notice once given shall not be capable of being withdrawn. A Transfer Notice may include any number of Shares and, if such number is more than one, shall operate as if it were a separate notice in respect of every Share comprised therein Provided that a Vendor may specify in the Transfer Notice that it is conditional on a minimum number of Shares ("the minimum sale number") therein specified being transferred and in such case such Transfer Notice shall operate accordingly.

4.3 Within 14 days after a Transfer Notice has been received by the Directors the Directors shall offer the Sale Shares giving details in writing of the number of the Sale Shares and the Sale Price to the Members pro rata as nearly as may be in proportion to the number of Shares then held by such Members and inviting each such shareholder to state in writing within 28 days from the date of the offer notice whether he is willing to purchase any of the Sale Shares at the Sale Price and, if so, the maximum number thereof. Each such offer shall specify any minimum sale number stipulated in the Transfer Notice. The Directors shall also give details to the Members of the person to whom the Vendor wishes to transfer the Sale Shares. At the expiration of the said period the balance of any Shares offered to the Members but not so accepted shall be offered to the Members who have accepted all the Shares to which they are respectively

entitled who shall, if more than one, be entitled to purchase such balance of Shares in the proportion as nearly as the circumstances will admit to the number of Shares (including any accepted pursuant to the foregoing provisions of this paragraph) then held by each of them respectively. Such further offer shall be deemed to have been refused if not accepted within 14 days of the date of the offer.

4.4 The Directors shall on the expiration of the above periods give notice to the Vendor of the numbers of Sale Shares which Members are willing to purchase. Every such notice shall state the name and address of each proposed purchaser and the number of Sale Shares agreed to be purchased by him. If the Directors shall have found Members willing to purchase some (not in any event being less than any minimum sale number specified in the Transfer Notice) but not all of the Sale Shares, the Vendor may within 28 days of the receipt of such notice from the Directors give a counter-notice in writing to the Directors withdrawing the Transfer Notice. If the Directors shall under the preceding paragraphs of this Article have found Members willing to purchase all the Sale Shares or if no such counter-notice shall have been given by the Vendor within the aforesaid period, the Vendor shall be bound, on receipt of the Sale Price per Sale Share, to transfer the Sale Shares to the Members specified by the Directors in accordance with this Article. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the Directors when against payment of the Sale Price and any relevant stamp duties, the Member(s) shall be registered as the holder(s) of the relevant Sale Shares in the Register of Members of the Company and share certificate(s) in the name(s) of such Member(s) and in respect of the relevant shares shall be delivered.

4.5 If the Vendor, after having become bound to transfer any Sale Shares to a Member, makes default in so doing, the Directors shall authorise some person to execute any necessary transfers of the Sale Shares in favour of the Member(s) and shall enter the names of the Member(s) in the Register of Members as the holder(s) of such of the Sale Shares as shall have been transferred to them as

aforesaid. The Company shall receive the purchase money on behalf of the Vendor but shall not be bound to earn or pay interest thereon. The receipt of the Company of the purchase money shall be a good discharge to any Member who shall not be bound to see to the application thereof, and after the name of the Member has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- 4.6 If by the end of the applicable period specified in Article 4.4 the Directors shall not have found purchasers for all the Sale Shares pursuant to this Article and the Vendor shall not have given a counter-notice, the Vendor shall be at liberty to sell and transfer all or any of the Sale Shares for which no purchasers shall have been found at any time within the following 90 days to any person or persons (hereinafter called "the Third Party") in pursuance of a bona fide sale at any price not being less than the Sale Price. Provided that the Directors shall require to be satisfied that such Shares are being transferred in pursuance of a bona fide sale for consideration not being less than the Sale Price without any deduction, rebate or allowance whatsoever to the Third Party and if not so satisfied they shall refuse to register the transfer or instrument concerned.
- 4.7 For the purpose of ensuring that a transfer of Shares is in accordance with the foregoing provisions of this Article and duly authorised hereunder or for the purpose of ascertaining when a Transfer Notice is deemed to have been given hereunder the Directors may require any Member, the legal personal representatives of a deceased Member the trustee in bankruptcy of a bankrupt Member or the liquidator of any corporate Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may think fit regarding any matter they deem relevant for such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request or if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any Shares, the Directors shall refuse to

register the transfer in question and shall be entitled to serve a Transfer Notice in respect of the Shares concerned and the provisions of these Articles shall take effect accordingly.

4.8 For the purposes of this Article the expression "the Sale Price" shall mean the price per share (if any) specified in the Transfer Notice or (if no such price is so specified) the fair value per share as the Auditors of the Company acting as experts and not as arbitrators shall state in writing to be in their opinion the fair selling value of the Sale Shares on the open market having regard to the fair value of the business of the Company and on the basis of an arm's length transaction as between a willing vendor and a willing purchaser. The determination of the Auditors shall be final and binding on all concerned. The cost of obtaining the certificate of the Auditors shall be borne by the Company unless the Vendor shall have withdrawn the Transfer Notice pursuant to Article 4.4 in which case the Vendor shall bear the cost.

4.9 Notwithstanding anything contained in these Articles, the Directors may decline to register any transfer of any share on which the Company has a lien and shall refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by the provisions of Articles 4.1 to 4.8 (inclusive). Regulation 24 shall be modified accordingly.

5 Variation of rights

5.1 The special rights attached to the "A" Shares and the "B" Shares may in either case, whether or not the Company is or is about to be wound up, be varied or abrogated with the prior consent in writing of the holders of three-fourths of the "A" Shares for the time being in issue together with the prior consent in writing of the holders of three-fourths of the "B" Shares for the time being in issue.

6 General meetings

6.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution or a resolution appointing a person as a Director shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 days' notice but a general meeting, other than one called for the passing of an elective resolution, may be called by shorter notice if it is so agreed:

- (a) in the case of an 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, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right, or such lesser percentage, not being less than 90 per cent., as may be specified in or pursuant to any *elective resolution passed by the Company*.

The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the Directors and the auditors.

6.2 Regulation 37 shall be modified by:

(a) the substitution of the words "seven weeks" for the words "eight weeks";
and

(b) the deletion of the words "within the United Kingdom" in the second sentence thereof.

6.3 Regulation 41 shall be modified by the addition at the end of that regulation of the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved."

6.4 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two members personally present (of whom one at least shall be a holder of "A" Shares and one at least a holder of "B" Shares) shall be a quorum for all purposes. A corporation being a member shall be deemed to be personally present if represented in accordance with the provisions of section 375 of the Act.

6.5 A poll may be demanded at any general meeting by the Chairman or by any member present in person or by proxy and entitled to vote. Regulation 46 shall be modified accordingly.

6.6 A resolution in writing in accordance with regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a share held by joint holders the signature of any one of them on behalf of all such joint holders shall be sufficient for the purposes of that regulation. The Directors shall cause a record of each resolution in writing, and of the signatures to it, to be entered in a book in the same way as minutes of proceedings of a general meeting of the Company and to be signed by a Director or the secretary of the Company.

6.7 Before a resolution in writing is executed, the Company, if it is required by section 381B of the Act to do so:

- (a) shall send a copy of the proposed resolution to the auditors; and
- (b) shall ensure that the resolution is not passed unless either it has received the auditors' notification in the terms of section 381B(3)(a) of the Act or the period for giving a notice under section 381B(2) has expired without any notice having been given to the Company by the auditors in accordance with that sub-section.

6.8 A proxy shall be entitled to vote on a show of hands and regulation 54 shall be modified accordingly.

7 Directors

7.1 There shall not be less than four Directors of whom two shall be appointed by the holders of the majority of the "A" Shares and two shall be appointed by the holders of the majority of the "B" Shares.

7.2 The holders of the majority of the "A" Shares shall have the right at any time to remove any Director nominated by them and to appoint another Director in his place and the holders of the majority of the "B" Shares shall have the right to remove any Director nominated by them and to appoint another Director in his place; any such removal and nomination to be effective upon the delivery of notice to the Company.

8 Borrowing Powers

The Directors may exercise all the powers of the Company to borrow or raise money or to guarantee and to mortgage or charge its undertaking, property, assets and rights and uncalled capital or any part thereof and, subject to the

provisions of the Act, to create and issue debentures, debenture stock, mortgages, charges and other securities, whether outright or as security for any debt, liability or obligations of the Company or of any third party.

9 Powers and duties of Directors

9.1 Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor. Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 94 shall be modified accordingly.

9.2 The Directors shall exercise all the powers of the Company contained in clause 38 of the Memorandum of Association of the Company.

9.3 Regulation 88 shall be modified by the deletion of the third sentence thereof.

10 Rotation of Directors

10.1 The Directors shall not be liable to retire by rotation, and accordingly the second and third sentences of regulation 79 shall be deleted.

11 Alternate Directors

- 11.1 Any appointment or removal of an alternate Director made under Table A shall be delivered at the registered office of the Company. In regulation 65 the words "approved by resolution of the directors and" shall be deleted.
- 11.2 The signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall be deemed to be a Director for the purpose of signing instruments pursuant to Article 14. Save as aforesaid, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- 11.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company 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.
- 11.4 Regulation 66 shall be modified by the deletion of the second sentence thereof.

12 Proceedings of Directors

- 12.1 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings and manner of dispatching business as they think fit. Two Directors (of whom one at least shall be a Director appointed by the holders of the "A" Shares and one at least a Director appointed by the holders of the "B" Shares) shall be a quorum. Each Director appointed by the holders of the "A" Shares shall have two votes. All other Directors shall have one vote only.

- 12.2 All meetings of the Directors shall be called by at least 72 hours notice to all Directors, or by shorter notice if all the Directors entitled to attend and vote thereat shall agree in writing.
- 12.3 The Directors may from time to time appoint committees consisting of one or more Directors appointed by the holders of the "A" Shares and one or more Directors appointed by the holders of the "B" Shares and may delegate any of their powers to any such committee and from time to time revoke any such delegation and discharge any such committee wholly or in part. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed on it by the Directors but may meet and adjourn as it thinks proper. Any committee shall have power unless the Directors direct otherwise to co-opt as a member or members of the committee for any specific purpose any person or persons although not being a Director of the Company.
- 12.4 The Chairman at all meetings of the Directors and committees of the Directors shall be a Director and shall be appointed by the holders of the "A" Shares and shall not have a casting vote.
- 12.5 Notwithstanding anything contained in these Articles no decision or resolution of the Directors or any committee of the Directors affecting the matters enumerated below shall be effective unless at the meeting at which any of the said matters are considered or resolved on there shall be unanimous approval by all of the Directors appointed by the holders of the "A" Shares and by all of the Directors appointed by the holders of "B" shares, such approval being confirmed by a written memorandum signed by such Directors:
- (a) the issue and allotment of any new shares of the Company;
 - (b) the commencement of any new business except agency for subsidiaries or associated companies of TAB;

- (c) the formation or acquisition of any subsidiary of the Company;
- (d) expenditure by the Company on computer or communication systems in excess of £20,000 in any year;
- (e) any change in the number of persons employed by the Company except where the Board demonstrates to the Shareholders that the Company's income for the next 12 months resulting from the change can reasonably be expected to exceed the cost of the change.

12.6 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

12.7 The continuing Directors (provided that there is a quorum as defined above) may act notwithstanding any vacancies, and regulation 90 shall be modified accordingly.

12.8 For a signed resolution under regulation 93 to be effective it shall not be necessary for it to be signed by a Director who is prohibited by the Articles or by law from voting thereon. Regulation 93 shall be modified accordingly.

13 President and executive Directors

13.1 Subject to compliance with Article 12.5:

- (a) The holders of the "A" Shares shall appoint any one of the Directors to be the President. The Directors may from time to time appoint one or more of their number to any other executive office for such period and upon such terms as shall be thought fit, and subject to the provisions of

any agreement entered into in any particular case, may revoke such appointment. A Director so appointed as President shall ipso facto cease to be President if he cease from any cause to be a Director.

- (b) Executive officers as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a Director), as the Directors may determine.
- (c) The Directors may entrust to and confer upon the President, or the other executive officers as aforesaid any of the powers exercisable by them upon such terms and conditions with such restrictions as they think fit and may from time to time withdraw, alter or vary all or any of such powers.

14 The seal

- 14.1 If the Company has a seal, it shall only be used with the authority of the Directors or a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or second Director. The obligation under regulation 6 relating to the sealing of share certificates shall apply only if the Company has a seal.
- 14.2 If the Company has a common seal, the Company may also have an official seal for use abroad under the provisions of the Act, where and as the Directors shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the common seal of the

Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

15 Capitalisation of profits and reserves

- 15.1 On any occasion where shares are allotted and distributed credited as fully paid up in accordance with regulation 110 the shares allotted to holders of "A" Shares shall forthwith on allotment automatically stand converted into "A" Shares and the shares allotted to holders of "B" Shares shall forthwith on allotment automatically stand converted into "B" Shares.

16 Notices

- 16.1 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address or such other address as he may notify to the Company) in addition to the persons so entitled under the Statutes. The third sentence of regulation 112 shall be deleted.
- 16.2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be modified accordingly.
- 16.3 In the first sentence of regulation 112 the words "(or at such other address, whether within or outside the United Kingdom, as he may supply to the company for that purpose)" shall be inserted after "registered address".
- 16.4 A notice posted to an address outside the United Kingdom shall be deemed, unless the contrary is proved, to be given at the expiration of 7 days after the envelope containing it was posted and regulation 115 shall be modified accordingly.

17 Indemnity

17.1 . Subject to the provisions of, and so far as may be consistent with, the Statutes, but without prejudice to any indemnity to which a Director may be otherwise entitled, every Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

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DATED this 2nd September, 1983

WITNESS to the above signatures:

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