

Company Number: 3240384

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

INCORPORATEWEAR LIMITED

RESOLUTION IN WRITING

Pursuant to Section 381A of the Companies Act 1985



We, the undersigned, being all the members of the Company entitled to receive notice and to attend and vote at general meetings of the Company hereby resolve by way of special resolution in writing pursuant to Section 381A of the Companies Act 1985.

SPECIAL RESOLUTION

1. That the authorised share capital of the Company be increased from £50,000 to £1,000,000 by the creation of 950,000 £1 ordinary shares having the rights set out in the Articles of Association to be adopted.
2. The Articles of Association in the form annexed hereto and marked "A" be adopted as the new Articles of Association of the Company.
3. That the Directors of the Company be empowered under Section 95 of the Act to allot equity securities within the meaning of Section 94 of the Act pursuant to the authority conferred on them by the following resolution as if Section 89(1) of the Act did not apply to that allotment. The power conferred by this resolution shall be limited to the allotment of 120,000 ordinary shares of £1 each pursuant to schedule 9 of the Shareholder and Subscription Agreement dated 24 October 2003.

ORDINARY RESOLUTION

1. The directors be and are hereby generally and unconditionally authorised in accordance with Section 80 of the Act to exercise all the powers of the Company to allot relevant securities up to a maximum number of amount of £120,000 to

dated 24th October 2003

Docuscan Limited *LB proceeds for Traffic Bank* Director
power of attorney 10/10/03

Company Financial Services Limited ... see attached at 2/10/03 ... Director


Linda Wellard ... See attached 2010.03 Vols.

Russell Holmes-Thompson *for J. BAKER* *daily authorized on behalf of LIT Thompson 2/10/01*
Vol 5

Lloyd McCall

Brian Lamb L. Brooke for B. Lamb power of attorney 231003

Robert Brian Pollock L Binder for RB Pollock power of atty 231003

MGGR (UK) Limited  Director

Employee Benefit Trust L. Bader for AG Alderman Trustee
power of attorney 2/10/03

persons subscribing to them in accordance with Schedule 9 of a Shareholders Subscription Agreement dated 24th October 2003 and this authority shall be in substitution for all authorities conferred upon the directors by virtue of resolutions passed prior to the date of the passing of this resolution to the extent that the same shall not have been utilised by such date. The authority conferred by this resolution shall be for a period expiring at the conclusion of the Annual General Meeting to be held in 2003.

Dated 24th October 2003

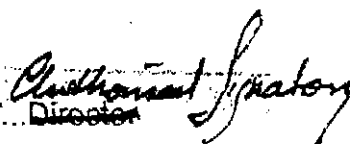
Docuscan Limited

Director

Company Financial Services Limited

FOR




Director

Linda Wellard

Russell Holmes-Thompson

Lloyd McCall

Brian Lamb

Robert Brian Pollock

MGGR (UK) Limited

Director

Employee Benefit Trust

Trustee

SCHEDULE 1

Company number: 3240384

Companies Act 1985 and 1989
Private Company Limited by Shares

ARTICLES OF ASSOCIATION

OF

INCORPORATEWEAR LIMITED

(adopted by written shareholder resolution dated 24th October 2003)

Vizard Oldham Brooke Blain
42 Bedford Row
London WC1R 4JL
Tel: 020 7663 2222
Fax: 020 7663 2226
Ref: LB/LJB/18161/8

A

Company number: 3240384

COMPANIES ACT 1985 and 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF
INCORPORATEWEAR LIMITED

1. PRELIMINARY

- 1.1 The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the articles hereinafter contained shall be the regulations of the Company.
- 1.2 In these articles the expression "the Act" means the Companies Act 1985, but so that any reference in these articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
- 1.3 In these articles references to article are to the relative numbered article of these articles.

2. INTERPRETATION

- 2.1 Unless the context otherwise requires the following expressions shall have the following meanings;

"Family Trust" in relation to any Shareholder means a trust which does not permit any of the settled property or the income therefrom to be applied otherwise than for the benefit of that Shareholder and/or a Privileged Relation of that Shareholder and under which no power of control is capable of being exercised over the votes of any shares which are the subject of the trust by any person other than the trustees or such Shareholder or his Privileged Relations.

"Privileged Relation" in relation to a Shareholder means the spouse or widow or widower of the Shareholder and the Shareholder's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the Shareholder's children.

"Settlor" includes a testator or an intestate in relation to a Family Trust arising respectively under a testamentary disposition or an intestacy of a deceased shareholder.

"Act": Companies Act 1989 and all statutory modifications and alterations and Regulations made under the Act.

3. SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these articles of association is £1,000,000 divided into 1,000,000 ordinary shares of £1 nominal value each¹.

4. ALLOTMENT OF SHARES

- 4.1 All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in general meeting shall by special resolution otherwise direct. The offer shall be made by written notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this article 4.1 by any such special resolution as aforesaid shall be under the control of

¹ By written shareholder resolution dated 17 July 2002 the A and B ordinary shares in the Company were re-classified as ordinary shares ranking *pari passu* in all respects.

the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the members. The foregoing provisions of article 4.1 shall have effect subject to section 80 of the Act.

- 4.2 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- 4.3 The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to section 80 of the Act) be renewed, revoked or varied by ordinary resolution of the Company in general meeting.

5. LIEN

The lien conferred by regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

6. CALLS

The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

7. GENERAL MEETING AND RESOLUTIONS

- 7.1 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted. 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 the appointment of, and the fixing of the remuneration of, the auditors.
- 7.2 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

8. QUORUM

- 8.1 Regulation 40 in Table A shall be read and construed as if the words "at the time when the meeting proceeds to business" were added at the end of the first sentence. A quorum shall be shareholders present in person or by proxy able to exercise votes and representing 66% of the issued share capital of the Company.
- 8.2 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefore such adjourned general meeting shall be dissolved.

- 8.3 Regulation 41 in Table A shall not apply to the Company.

9. APPOINTMENT OF DIRECTORS

- 9.1 Regulation 64 in Table A shall not apply to the Company.
- 9.2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution in general meeting of the

Company. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be two plus the chairman.

9.3 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.

9.4 No person shall be appointed a director at any general meeting unless either:-

9.4.1 he is recommended by the directors; or

9.4.2 not less than fourteen nor more than thirty-five clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

9.5 The Company may by ordinary resolution in general meeting appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.

9.6 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed the number determined in accordance with article 9.2 as the maximum number of directors for the time being in force.

10 POWERS OF DIRECTORS

The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and 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.

11 ALTERNATE DIRECTORS

- 11.1 An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company 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, and the first sentence of regulation 66 in Table A shall be modified accordingly.
- 11.2 A director, or any such other person as is mentioned in regulation 65 in Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of 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 he shall count as only one for the purpose of determining whether a quorum is present.

12 DISQUALIFICATION OF DIRECTORS

The office of a director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and regulation 81 in Table A shall be modified accordingly.

13 GRATUITIES AND PENSIONS

- 13.1 The directors may exercise the powers of the Company conferred by clause 3.2.19 of the memorandum of association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.
- 13.2 Regulation 87 in Table A shall not apply to the Company.

14 PROCEEDINGS OF DIRECTORS

- 14.1 Provided that a Director complies in full with Section 317 of the Act and makes full declaration of their interest a director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote

shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

14.2 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.

14.3 The directors shall hold no less than four quarterly Board Meetings.

14.4 Each shareholder shall be entitled to attend but not vote at such quarterly Board Meeting but not at any other meeting of the board of directors.

15 PARTICIPATION BY TELEPHONE

Any director or his alternate may validly participate in a meeting of the directors or a committee of the directors through the medium of conference telephone or similar form of communication equipment, provided that all persons participating in the meeting are able to hear and speak to each other throughout such meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting then is.

16 TRANSFER OF SHARES

16.1 Notwithstanding any other provision in this Agreement any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any Shares held by him to a Privileged Relation or to trustees to be held upon a Family Trust.

16.2 Where any Shares are held by trustees upon a Family Trust:-

16.2.1 on any change of trustees such shares may be transferred to the new trustees of that Family Trust;

16.2.2 such Shares may be transferred at any time to the settlor or to another Family Trust of the settlor or to any Privileged Relation of the settlor;

- 16.2.3 if and whenever any such Shares cease to be held upon a Family Trust (otherwise than in consequence of a transfer to the settlor or to another Family Trust of the settlor or to any Privileged Relation of the settlor) a Transfer Notice (as hereinafter defined) shall be deemed to have been given in respect of the relevant shares (as hereinafter defined) by the holders thereof and such Shares may not otherwise be transferred; and
- 16.2.4 for the purposes of article 16.2.3 the expression 'relevant shares' means and includes the Shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them.

17 **PRE-EMPTION PROVISIONS**

- 17.1.1 Save as otherwise provided in this Agreement every Shareholder who desires to transfer any shares (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire (hereinafter called a 'Transfer Notice').
- 17.1.2 Any holder of Shares who has been made the subject of a bankruptcy order or administration order or is applying for an interim order under section 253 of the Insolvency Act 1986 or has taken steps to make any voluntary arrangement with his creditors or take advantage of any statute from time to time in force for the relief of insolvent debtors or who dies, shall within 14 days of a request in writing to that effect and in any event on the date following six months after the occurrence of any such event be deemed to have served a Transfer Notice in respect of the whole of his holding of Shares in the Company unless otherwise decided by resolution of the directors. In the event of a Shareholder being deemed to have served a Transfer Notice as aforesaid all Privileged Relations and trustees of any Family Trust to whom such Shareholder shall have transferred any Shares pursuant to the provisions of this Agreement shall be deemed to have served contemporaneously with the deemed Transfer Notice aforesaid a Transfer Notice in respect of those Shares so held and any additional Shares issued to such Privileged Relations and trustees of any Family Trust by virtue of the holding of such Shares. A deemed Transfer Notice may not be withdrawn.
- 17.1.3 Any Shareholder who is a director or employee of the Company or any of its subsidiaries ("the Retiring Member") or is a person or persons to whom Shares

formerly held by the Retiring Member have been transferred pursuant to article 17 shall, upon the Retiring Member ceasing for whatever reason to be either a director or employee of the Company or any of its subsidiaries and unless the holder or holders of at least 75% of the Shares otherwise agree in writing, be deemed to have given (immediately before such cessation) a Transfer Notice in accordance with article 17.1.2 in respect of all the Shares then held by such Shareholder.

17.1.4 subject as hereinafter mentioned a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the shares specified therein or in the case of a Transfer Notice deemed to be served pursuant to article 17.1.2 all the Shares in respect of which such Transfer Notice is deemed to be given (hereinafter called 'the Sale Shares') in one or more lots at the discretion of the directors to all the Shareholders (such shares being hereinafter in this clause referred to as 'Equity Shares') other than the Vendor at the Sale Price and in accordance with article 17.1.6. The Sale Price shall be a price agreed by the Vendor and the directors or, if the Vendor and the directors are unable to agree a price within 28 days of the Transfer Notice being given or if the Transfer Notice is a deemed Transfer Notice, the price which the auditors of the Company acting as experts not as arbitrators decide and by writing certify to be the fair value thereof on the going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. And save in the case of manifest error their decision shall be final and binding but in the event of dispute the price shall be decided by a Chartered Accountant appointed by agreement between the Vendor and the Company or in default of such agreement on the application of either of them by a Chartered Accountant appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales Save for shares sold pursuant to a deemed Transfer Notice the Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this clause none shall be sold and any such provision shall be binding on the Company.

17.1.5 If the auditor certifies the fair value as aforesaid that certificate or that of the Chartered Accountant whether appointed by agreement or the President of Chartered

Accountants shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and save for shares sold pursuant to a deemed Transfer Notice the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case the Vendor shall bear the cost.

17.1.6 Upon the price being fixed as aforesaid and provided the Vendor shall not give valid notice of cancellation the Company shall forthwith offer the Sale Shares to all holders of Equity Shares (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of Equity Shares held by such members giving details of the number and the Sale Price of such Sale Shares. The Company shall invite each such member as aforesaid to state in writing within twenty-one days from the date of the notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he 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 members hereinbefore mentioned have not so stated their willingness to purchase the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be in proportion to existing numbers of Equity Shares then held by such members which offer shall remain open for a further period of twenty-one days.

17.1.7 If the Company shall pursuant to the above provisions of article 17 find a member or members of the Company willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. 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 some person 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.

- 17.1.8 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 article 17 the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the Sale Price.

17 DRAG ALONG PROVISIONS

- 18.1 If the holders of 75% or more of the shares in issue for the time being (the "Selling Shareholders") wish to transfer all their interest in the Shares to a bona fide arms length purchaser (the "Third Party Purchaser") the Selling Shareholders shall have the option (the "Drag Along Option") to require all the other holders of Shares (the "Called Shareholders") to sell and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this clause. The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Shares subject to the Drag Along Notice shall, at the option of the Selling Shareholders, be either:

- 18.1.1 the same as that attributed by the offer from the Third Party Purchaser to each Share ("the Equivalent Consideration"); or

- 18.1.2 any other consideration certified by the Company's auditors as being no less favourable than the Equivalent Consideration.

- 18.2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (a "Drag Along Notice") at any time before the transfer of the Selling Shareholders shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the "Called Shares") pursuant to this clause, the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred and the proposed date of transfer.

- 18.3 Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Selling Shareholders shares by the Selling Shareholders to the Third Party Purchaser within 90 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 18.4 Completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders shares unless:-
- 18.4.1 all of the Called Shareholders and the Selling Shareholders agree otherwise; or
- 18.4.2 that date is less than three days after the Drag Along Notice when it shall be deferred until the third day after the Drag Along Notice.
- 18.4.3 The rights of pre-emption set out in the Articles shall not arise on any transfer of shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served.
- 18.4.4 If any holder of Shares does not on completion of the sale of the Called Shares execute transfer(s) in respect of all the Called Shares held by him the defaulting holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders to be his agent and attorney to execute all necessary transfer(s) on his behalf and against receipt by the Company (on trust for such holder) of the consideration payable for the Called Shares, deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and the Directors shall forthwith register the Third Party Purchaser (or as he may direct) as the holder thereof and, after the Third Party Purchaser (or his nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. It shall be no impediment to registration of the transfer of Shares under this clause that no share certificate has been produced.
- 18.4.5 Upon any person, following the issue of a Drag Along Notice, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire Shares in the Company or by virtue of the transfer of existing shares or the allotment of new shares ("a New Member"), a Drag Along Notice shall be deemed to have been served upon the New Member on the same terms as the previous Drag Along Notice who shall

A

thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this clause shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Member.

19 TAG ALONG PROVISIONS

- 19.1 If the Selling Shareholders wish to transfer all their interest in their Shares to Third Party pursuant to a bona fide offer all other holders of Shares (the "Tag Along Shareholders") shall have the option (the "Tag Along Option") to require the Selling Shareholders to procure the purchase by the Third Party of all their ordinary Shares ("the Tag Along Shares") on the same terms and conditions as those offered to the Selling Shareholder by Third Party.
- 19.2 The Tag Along Shareholders may exercise the Tag Along Option by giving written notice to that effect (a "Tag Along Notice") to the Selling Shareholder at any time before the transfer of the Selling Shareholder's Shares. A Tag Along Notice shall specify that the Tag Along Shareholders wish to transfer all their Shares (the "Tag Along Shares") and the consideration for which the Tag Along Shares are to be transferred (calculated in accordance with this clause).
- 19.3 Tag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Selling Shareholder Shares to the Third Party within 60 days after the date of service of the Tag Along Notice. The Tag Along Shareholders shall be entitled to serve further Tag Along Notices following the lapse of any particular Tag Along Notice.
- 19.4 The consideration (in cash or otherwise) for which the Tag Along Shareholders shall sell each of the Tag Along Shares shall, at the option of the Selling Shareholders, be either:
- 19.4.1 the same as that attributed by the offer from the Third Party Purchaser to each Share ("the Equivalent Tag Along Consideration"); or

19.4.2 any other consideration certified by the Company's auditors as being no less favourable than the Equivalent Tag Along Consideration.

19.5 Completion of the sale of the Tag Along Shares shall be the same date as the date proposed for completion of the sale of the Selling Shareholder's Shares unless all of the Tag Along Shareholders and the Selling Shareholders agree otherwise.

19.6 The rights of pre-emption set out in this agreement shall not arise on any transfer of Shares to a Third Party (or as they may direct) pursuant to a sale in respect of which a Drag Along Notice or a Tag Along Notice has been duly served.

20 THE SEAL

20.1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of 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 a second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

20.2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad and such powers shall be vested in the directors.

21 INDEMNITY

21.1 Every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which may be sustained or incurred in or about the execution of their duties or otherwise in relation thereto, including any liability incurred in defending any proceedings, whether civil or criminal, in which judgment is given in the director's favour or is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted by the court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of their office or in relation thereto. But this article shall only have effect in so far as its provisions are not avoided by section 310 of the Act.

21.2 Subject to the provisions of the Act, the directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a director or other officer or auditor or employee of the Company against any liability which may attach or loss or expenditure which may be incurred in relation to anything done or alleged to have been done or omitted to be done as a director, officer, auditor or employee. The directors may authorise directors of subsidiaries of the Company to purchase and maintain insurance at the expense of the Company for the benefit of any present or former director, other officer, auditor or employee of such company in respect of such liability, loss or expenditure.

21.3 Regulation 118 in Table A shall not apply to the Company.