

CHASENET LIMITED

(No 2361833)

WRITTEN RESOLUTIONS

We, being the only members of the above-named Company entitled to attend and vote at Extraordinary General Meetings of the Company, hereby pass the resolutions below as special resolutions and confirm that such resolutions shall be as valid and effectual as if they had been passed at an extraordinary general meeting of the Company duly convened and held:

SPECIAL RESOLUTIONS

- 1(a) That of the existing authorised and issued share capital of 47,500 "A" Ordinary shares of £1 each, and 5,000 "B" Ordinary shares of £1 each, 5,500 of such "A" Ordinary shares of £1 each (being those transferred or to be transferred from R Butcher to R Lowton on or about the date on which this resolution is passed) be converted into and redesignated as 5,500 "B" Ordinary Shares of £1 each, each having the rights set out in the New Articles.
- 1 (c) That the authorised share capital of the Company be reduced to £52,500 (divided into 42,000 "A" Ordinary shares of £1 each and 10,500 "B" Ordinary shares of £1 each) by the cancellation of all remaining authorised but unissued shares of the Company, none of which have been taken or agreed to be taken.
- 2 That new Articles of Association in the form of those annexed hereto be adopted as new Articles of Association of the Company in their entirety in substitution for the existing Articles of Association of the Company.

Date 22 November 2002

.....
R Butcher

.....
M Clark

.....
R Lowton



CHASENET LIMITED

NEW ARTICLES OF ASSOCIATION

(as adopted by Special Resolution passed *12th November* 2002)

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THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION

OF

CHASENET LIMITED

(Adopted on 12th November 2002)

1 TABLE A AND INTERPRETATION

1.1 The regulations contained in Table A in the Schedule to The Companies (Table A-F) Regulations 1985 (S.1 1985 No 805) (as amended by S.1 1985 No 1052), ("Table A") shall, except where the same are excluded or varied by or inconsistent with these Articles, apply to the Company.

1.2 In these Articles the following words and expressions shall have the following meanings:

""A" Shares"	"A" Ordinary shares of £1 each in the capital of the Company having the rights set out in Article 3;
""B" Shares"	"B" Ordinary shares of £1 each in the capital of the Company having the rights set out in Article 3;
""A" Member"	a holder for the time being of "A" Shares;
""B" Member"	a holder for the time being of "B" Shares;
"the Act"	Companies Act 1985 (as amended by the Companies Act 1989) and including any statutory modification or re-enactment thereof for the time being in force;
"Associated Company"	a body corporate in which the Company or any Subsidiary of the Company holds shares conferring the right to exercise 20% or more of the votes which could be cast on a poll at a general meeting of shareholders of such body corporate and which is not a

	Subsidiary;
"Board"	the board of directors of the Company from time to time;
"Connected or Connected Person"	shall be determined in accordance with Section 839 Income and Corporation Taxes Act 1988;
"Control"	the holding of shares in the relevant body corporate conferring the right to exercise 50% or more of the votes which could be cast on a poll at a general meeting of the shareholders of such body corporate;
"Group"	the Company and its Subsidiaries from time to time, and the expression "Group Companies" shall be construed accordingly;
"Holding Company"	shall have the meaning set out in Section 736 of the Act;
"Listing"	if all or any of the issued share capital of the Company is included on any official list for dealing or otherwise permitted to be dealt in on any recognised investment exchange (as defined in the Financial Services Act 1986);
"Member"	Any holder for the time being of Share(s);
"Permitted Transfer"	a transfer of Shares made pursuant to Article 5.2;
"Person or Persons Acting in Concert"	<p>any person or persons who pursuant to an agreement or understanding (whether formal or informal) actively co-operate with each other through the acquisition by any of them of shares of the Company to obtain control of the Company, including:-</p> <ol style="list-style-type: none"> where any of the relevant persons is a body corporate, any director of or shareholder in the body corporate or any person who in relation to such director or shareholder is a Connected Person; where any person is, in relation to the relevant person, a Connected Person; and

- c) where any of the relevant persons is a body corporate, any body corporate which in relation to that person is a Subsidiary or a Holding Company or an Associated Company

but so that, for the purpose of these Articles, the persons who hold Shares as at the date of adoption of these Articles shall not be deemed to be Persons Acting in Concert;

"Sale"

the sale of any of the Shares to any person or persons resulting in Control of the Company being taken by any person (or any person and any Person or Persons Acting in Concert with such person) other than any person who is a Member at the date of adoption of these Articles;

"Sale Proceeds"

the net (after deduction of all associated costs and expenses) cash proceeds of sale received by the holders of the "A" Shares and the "B" Shares on a Sale or a Listing;

"Share(s)"

"A" Shares and/or "B" Shares, as the context requires;

"Subsidiary"

shall have the meaning set out in Section 736 of the Act;

"Transfer Notice"

a notice given by a Proposing Transferor pursuant to Article 5.3.

1.3 Headings are used for convenience only and shall not affect the construction hereof.

1.4 Unless the context otherwise requires or does not so admit or save as otherwise provided herein, words and expressions contained herein shall bear the same meaning as in the Act.

2 SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these Articles is £52,500 divided into 42,000 "A" Shares and 10,500 "B" Shares.

3 SHARE RIGHTS

3.1 Except as specifically provided in these Articles, the "A" Shares and the "B" Shares shall rank *pari passu* in all respects.

3.2 On a return of assets on liquidation, reduction of capital or otherwise (except upon the redemption of Shares of any class or the purchase by the Company of

its own Shares) the assets of the Company remaining after the payment of its liabilities shall be applied in paying to the holders of the "A" Shares and the "B" Shares (to be paid amongst them according to the number of Shares (of whatever class) held by each of them respectively) of the assets of the Company.

- 3.3 On a Sale or Listing the Sale Proceeds shall be applied in paying to the holders of the "A" Shares and the "B" Shares the Sale Proceeds, to be paid amongst them pro rata to the number of Shares (of whatever class) held by each of them respectively.
- 3.4 For the avoidance of doubt, on a show of hands every holder of "A" Shares and every holder of "B" Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative not being himself a Member, shall have one vote, and on a poll every holder of "A" Shares and every holder of "B" Shares who is present in person or by proxy or (being a corporation) is present by a representative, shall have one vote for every £1 in nominal amount of "A" Shares or "B" Shares (as the case may be) of which he is the holder.

4 SHARE ISSUES

- 4.1 Section 89(1) of the Act shall be excluded from applying to the Company.
- 4.2 For the purposes of Sections 160, 162 and 171 of the Act the Directors are hereby authorised to redeem or purchase any Shares on behalf of the Company on such terms and conditions as the Directors shall decided and may make payments for any such purpose otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares, subject nevertheless to the provisions of Chapters V, VI and VII of Part V of the Act and these Articles. Regulation 35 of Table A shall not apply.

5 TRANSFER OF SHARES

- 5.1 No transfer of any Share shall be made or registered without the previous sanction of the Directors, who shall decline to give such sanction in the case of any transfer the registration of which would involve a contravention of these Articles or any rule of law. Subject to Regulation 24 of Table A, the Directors shall otherwise give their sanction to all transfers of a Share.
- 5.2 Subject to Article 5.16, the Directors shall register the transfer or, as the case may be, transmission of any Shares to any person or persons with the consent in writing of the Members entitled to cast 60% or more of the votes exercisable on a poll at general meetings of the Company. Any such consent may be unconditional or subject to any terms or conditions specified in writing by such Members and in the latter case any Share so transferred shall be held subject to such terms and conditions.
- 5.3 Except in the case of a Permitted Transfer any person ("the Proposing Transferor") proposing to transfer any Shares shall, before purporting to transfer any Shares, give notice in writing to the Company that he desires to

transfer the same. The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of the Shares comprised in the Transfer Notice (all of such Shares being hereinafter referred to as "the Sale Shares" and the date on which the Transfer Notice is given being hereinafter referred to as "the Notice Date") to any Ordinary Member or Ordinary Members willing to purchase the same (hereinafter called "the Purchasing Members") at the Prescribed Price (as defined in Articles 5.4 and 5.5). Any Proposing Transferor may specify in the Transfer Notice that unless Purchasing Members are found for all of the Sale Shares then none may be sold, and if the Proposing Transferor does not so specify he shall be bound to sell and transfer all or any of the Sale Shares for which Purchasing Members are found under the provisions of this Article 5. A Transfer Notice shall not be revocable except with the sanction of Members entitled to cast 60% or more of the votes exercisable on a poll at general meetings of the Company.

5.4

5.4.1 Subject to the remaining provisions of this Article 5.4 the Prescribed Price shall be the price per Sale Share irrevocably agreed not more than one month before the Notice Date between all Members as at that date as representing the market value thereof.

5.4.2 In the event that no such agreement has been reached prior to the Notice Date:-

- (a) the Prescribed Price per Share in respect of any "B" Shares comprised in a Transfer Notice deemed to have been given pursuant to Article 5.13 shall be £8.38 per "B" Share;
- (b) the Prescribed Price per Share in all other circumstances shall be determined in accordance with Article 5.5.

5.5 If this Article 5.5 applies and, prior to the Notice Date, the Prescribed Price per Share shall not have been irrevocably agreed in accordance with Article 5.4.1 in respect of the relevant Shares then, upon receipt of the Transfer Notice, the Board shall refer the matter for determination to such firm of chartered accountants as may be nominated by the Proposing Transferor with the agreement of the Board or nominated by the Board with the agreement of the Proposing Transferor or, failing such agreement within 14 days after any such nomination, to a firm of Chartered Accountants nominated by the Institute of Chartered Accountants in England and Wales on the application of any "A" Member (or, if no "A" Member shall have made such agreement or application within 28 days after such nomination, on the application of any Member). Such accountants shall determine and certify the sum per Share considered in their opinion to be the market value thereof as at the Notice Date and the sum per Share so determined and certified shall be the Prescribed Price. In so certifying, such accountants shall not discount the value to take account of the fact (if such is the case) that the Shares being valued represent a minority holding in the Company, but shall take account of the rights attaching to the Shares relative to the rights attaching to all other issued Shares. Subject to Article 5.6, such accountants shall act at the cost and expense of the

Company, as experts and not as arbitrators, and their determination shall be final and binding on all persons concerned and, in the absence of fraud, they shall be under no liability to any person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.

5.6 Such accountants shall act at the cost and expense of the Proposed Transferor if:-

5.6.1 it is unlawful for the Company to bear such costs and expense; or

5.6.2 the price per Share as determined by such accountants is less than or equal to the price per Share (if any) which the Board had previously notified to the Proposing Transferor as being in its opinion the price per Share which such accountants would determine as being the market value of the relevant Shares.

5.7 If the Prescribed Price was agreed as provided in Article 5.4.1 (or, if the Transfer Notice is given in circumstances where Articles 5.4.2 applies) the Prescribed Period shall commence on the Notice Date and shall expire 84 days thereafter. If the Prescribed Price is to be determined in accordance with Article 5.5, the Prescribed Period shall commence on the Notice Date and shall expire 56 days after the date on which the accountants referred to in Article 5.5 shall have notified the Board of their determination of the Prescribed Price. Pending such determination the Board shall defer the making of the offer referred to in Article 5.8.

5.8

5.8.1 the Sale Shares shall be offered in writing by the Company forthwith at the commencement of the Prescribed Period to all Members (other than the Proposing Transferor), as nearly as may be in proportion to the number of Shares held by each of them respectively;

5.8.2 such offer shall be made by notice in writing ("the Offer Notice");

5.8.3 the Offer Notice shall state the Prescribed Price and shall limit the time in which the offer thereby made may be accepted, being no more than twenty-eight days after the date of the Offer Notice. For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company. The Offer Notice shall specify the number of Sale Shares which each Member is entitled to purchase (according to their respective proportionate holdings of Shares) and shall further invite each Member to state in his reply the number of additional Sale Shares (if any) in excess of his proportion which he desires to purchase. If all the Members to whom the relevant offer is made do not accept the offer in respect of their respective proportions in full the Sale Shares not so accepted shall be used to satisfy the claims for additional Sale Shares as nearly as may be in proportion to the number of Sale Shares already held by such Members wishing to purchase additional

Sale Shares respectively (excluding, for the avoidance of doubt, any Sale Shares acquired pursuant to any such acceptance), provided that no Member shall be obliged or permitted to take more Sale Shares than he shall have applied for, and as many as possible of such additional Sale Shares shall be allocated. If any Sale Shares shall not be capable without fractions of being offered or allocated to the Members in proportion to their existing holdings of Shares of the relevant class, the same shall be offered (or allocated) to the Members, or some of them, in such proportions or in such manner as may be determined by lots drawn in regard thereto, and the lots shall be drawn in such manner as the Board may think fit.

- 5.9 If Purchasing Members shall be found for all the Sale Shares within the appropriate period specified in Article 5.8 the Company shall, no later than seven days after the expiry of such period, give notice in writing (hereinafter called "the Sale Notice") to the Proposing Transferor specifying the Purchasing Members and the number of Sale Shares to be acquired by each of such Purchasing Members and the Proposing Transferor shall be bound, upon payment of the Prescribed Price by all of the Purchasing Members specified in the Sale Notice for the number and class of Sale Shares specified in the Sale Notice as being acquired by each of them respectively (less the amount of any sum by which the Proposing Transferor is indebted to any of the Purchasing Members, which the relevant Purchasing Member(s) may set off against the Prescribed Price payable for the relevant Sale Shares), to transfer such number and class of Sale Shares as is so specified in the Sale Notice to each of such Purchasing Members provided that if the Proposing Transferor did specify in the Transfer Notice that unless Purchasing Members are found for all the Sale Shares then none may be sold, then the Proposing Transferor shall only be bound to transfer such Sale Shares upon payment to him of the Prescribed Price (less the amount of any sum by which the Proposing Transferor is indebted to any of the Purchasing Members, which the relevant Purchasing Member(s) may set off against the Prescribed Price payable for the relevant Sale Shares) in respect of all of the Sale Shares.
- 5.10 If in any case the Proposing Transferor after having become bound as aforesaid makes default in transferring any Sale Shares:
- 5.10.1 the Chairman for the time being of the Company or failing him one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose shall be deemed to be the duly appointed attorney of the Proposing Transferor with full power to execute, complete and deliver in the name and on behalf of the Proposing Transferor a transfer of the relevant Sale Shares;
- 5.10.2 the Directors may receive and give a good discharge for the purchase money on behalf of the Proposing Transferor and (subject to the transfer being duly stamped) enter the name of the transferee in the register of members as the holder by transfer of the relevant Sale Shares;

- 5.10.3 the Directors shall forthwith pay the purchase money into a separate bank account in the Company's name and if and when the Proposing Transferor shall deliver up his certificate or certificates for the relevant Sale Shares to the Company he shall thereupon be paid the purchase money, without interest and less any sums owed to the Company by the Proposing Transferor pursuant to these Articles or otherwise;
- 5.10.4 if such certificate shall comprise any Shares which the Proposing Transferor has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such Shares.
- 5.11 Subject to Article 5.16, if the Company shall not within the Prescribed Period find Members willing to purchase any or all of the Sale Shares and gives notice in writing thereof to the Proposing Transferor, the Proposing Transferor shall, at any time during a period of 45 days from the date of such notice, be at liberty to transfer those Sale Shares for which the Company has not within the Prescribed Period given notice that it has found purchasers to any person by way of a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the date of the Transfer Notice and to be retained by the Proposing Transferor) (such price being hereinafter referred to as "the Transfer Price") provided that:
- 5.11.1 if the Proposing Transferor shall have specified in the Transfer Notice that unless Purchasing Members are found for all the Sale Shares then none may be sold the Proposing Transferor shall only be entitled to transfer under this Article all of the unsold Sale Shares (and unless he does so transfer all of the unsold Sale Shares he shall not be able to transfer any of them); and
- 5.11.2 the Board may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to a bona fide sale for the Transfer Price without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.
- 5.12 In the application to the Company Regulations 29 to 31 (inclusive) in Table A:
- 5.12.1 save in respect of a Permitted Transfer any person becoming entitled to a Share in consequence of the bankruptcy or liquidation of a Member shall himself give a Transfer Notice before he elects in respect of any Share to be registered himself or to execute a transfer;
- 5.12.2 subject to Article 5.13, save in respect of a Permitted Transfer any person becoming entitled to a Share in consequence of the death of a Member shall give a Transfer Notice before he elects in respect of any Share to be registered himself or to execute a transfer (and the Prescribed Price pursuant to such Transfer Notice shall be as agreed or determined pursuant to Articles 5.4 and 5.5);

- 5.12.3 if a person so becoming entitled shall not have executed a Permitted Transfer or given a Transfer Notice in respect of any Share within six months of the death, bankruptcy or liquidation as appropriate, any of the Member(s) (other than such person) together holding 60% or more of the Shares in issue may at any time thereafter give written notice (signed by each of them) requiring such person within thirty days to execute Permitted Transfers or give a Transfer Notice in respect of all the Shares to which he has so become entitled and for which he has not previously done so and if he does not do so he shall at the end of such thirty days be deemed to have given a Transfer Notice pursuant to Article 5.3 relating to these Shares in respect of which he has still not executed a Permitted Transfer or given a Transfer Notice.
- 5.13 Whenever any "B" Member who is an employee or director of, or consultant to, the Company or any Subsidiary of the Company in any capacity ceases to be such an employee, director or consultant for any reason (including without limitation his death), any of the Member(s) (other than such person) together holding 60% or more of the Shares in issue may, at any time not later than six months after his ceasing to be such an employee, director or consultant, give written notice requiring that such "B" Member shall be deemed to have served a Transfer Notice pursuant to Article 5.3 and this Article 5.13 in respect of all Shares held by him (even if he shall already have served a Transfer Notice in respect of all or any of the Shares held by him pursuant to Article 5.3, so that any Transfer Notice so deemed received shall override any Transfer Notice previously actually served, with the consequence that Article 5.4.2 (a) shall apply). Notice of the giving of any such written notice or requirement shall forthwith be given to the "B" Member affected thereby and he shall be deemed to have served a Transfer Notice pursuant to Article 5.3 and this Article 5.13 in respect of all Shares held by him on the date on which such written notice is given.
- 5.14 No Share and no interest in any Share shall be held by any Member as bare nominee for or sold or disposed of to any person unless a transfer of such Share to such person would rank as a Permitted Transfer or as a sale authorised under this Article 5. If this Article 5.14 shall be infringed the Member concerned shall be deemed to give a Transfer Notice in respect of any such Share.
- 5.15 For the purpose of ascertaining whether circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Board may from time to time require any Member or the legal personal representatives of any deceased Member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Board may think fit regarding any matter which they may deem relevant. Failing such information or evidence being furnished to the satisfaction of the Board within a reasonable time after request the Board shall be entitled to refuse to register the transfer in question or in case no transfer is in question to require by notice in writing that a Transfer Notice be given by the relevant Members in respect of all Shares held by him. If such information discloses

that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing require that a Transfer Notice be given by the holders of those Shares in respect of all of such Shares and upon the giving of any such notice the relevant holder of those Shares shall be deemed to have given a Transfer Notice in respect thereof.

- 5.16 If, in relation to a transfer of a Share, the transferor thereof is a party to any deed or agreement between all or any of the Members, or the Company and all or any of the Members, then (subject to any provisions to the contrary contained in any such deed or agreement) if the Proposing Transferor will not, following the transfer of Shares, continue to be bound by the provisions of any such deed or agreement in relation to such Shares or generally the Directors may (a) require the transferee of such Share to enter into an agreement agreeing to be bound (to such extent as the Board may stipulate) by the provisions of such deed or agreement and/or (b) decline to register the transfer of such Share until the transferee has entered into such deed or agreement.

6 TRANSFER OF CONTROLLING INTEREST

- 6.1 No sale or transfer of any Shares ("the Specified Shares") which would result if made and registered in a person or persons (and any Person or Persons Acting in Concert with him or them) who was not or were not a Member or Members on the date of adoption of these Articles obtaining Control of the Company shall be made or registered unless, before the transfer is lodged for registration, the proposed transferee or transferees or his or their nominees has or have made a written offer to all the holders of all the Shares (which such offer shall be stipulated to be open for acceptance in England for a period of not less than 28 days and with adequate security as to the performance of its obligation) to purchase all such Shares at the Specified Price (as hereinafter defined) and the purchase of all Shares in respect of which such offer is accepted is completed at the same time as the sale of the Specified Shares is completed.
- 6.2 For the purpose of this Article 6;
- 6.2.1 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment; and
- 6.2.2 the expression "the Specified Price" shall mean a price per Share at least equal to the aggregate of:-
- (a) the price per Share offered or paid or payable by the proposed transferee or transferees or his or their nominees for the Specified Shares or for any Shares acquired by the same transferee or transferees (and any Person or Persons Acting in Concert with him or them) in that or any related transaction (whichever is the higher); and

- (b) an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holder(s) of the Specified Shares (or any such Shares as aforesaid) which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares (or any such Shares as aforesaid) and in the event of disagreement the calculation of the Specified Price shall be referred to a chartered accountant (acting as expert and not as arbitrator) nominated by and acting at the joint expense of the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.

7 REQUIREMENT TO TRANSFER

- 7.1 In the event that any Member(s) (either individually or together) shall have transferred or become contractually bound to transfer, for full and valuable consideration, Shares to any person or persons (and any Person or Persons Acting in Concert with him or them) being a person or persons who is or are not (a) Member(s) at the date of adoption of these Articles ("a Buyer") in circumstances where, following registration of the transfer or transfers of such Shares, a Buyer will hold a legal or beneficial interest in 60% or more of the Shares in issue, every Member other than the Buyer shall, if the Buyer so requires, be bound forthwith upon notice from the Buyer (given at any time within the period of six months from the date on which any Member(s) shall have so transferred or become so contractually bound to transfer) to transfer to the Buyer all Shares held by him upon payment by the Buyer to him of, in the case of Members, the same price per Share as is payable to each of such Member(s) who shall have transferred or become contractually bound to transfer such Shares to the Buyer and, in the case of any other Members, the par value of each such Share.
- 7.2 If any Member after having become bound as described in Article 7.1 makes default in transferring any Shares the Company may receive the purchase money on his behalf and may authorise, to execute a transfer of Shares, a Director of the Company or some other person nominated by the Board, who shall be deemed to be the duly appointed attorney of the defaulting Member, with full power to execute, complete and deliver in the name of and on behalf of the defaulting Member a transfer of Shares in favour of the Buyer. The receipt of the Company for the purchase money shall be a good discharge to the Buyer. The Company shall pay the purchase money into a separate bank account and account to such defaulting Member for such monies without interest forthwith upon the defaulting Member delivering up to the Company his certificate for the relevant Shares.

8 PROCEEDINGS AT GENERAL MEETINGS

- 8.1 No business shall be transacted at any General Meeting unless the requisite quorum shall be present at the commencement of the business and also when

such business shall be voted upon. Two Members present in person (or by authorised representative) or by proxy shall be a quorum provided that if any duly convened General Meeting shall be inquorate by reason of the absence of any Member, any other Member may request the Board to convene a further meeting (and on receipt of such request the Board shall convene such further meeting) to consider the same business as was intended to be conducted at the first inquorate meeting and the quorum required for such further meeting shall be one Member present in person (or by authorised representative);

- 8.2 A poll may be demanded by the chairman of the relevant General Meeting or by any Members present in person or by proxy and entitled to vote at such meeting. Regulation 46 of Table A shall be modified accordingly.
- 8.3 A resolution in writing executed or approved by telefax or electronic mail by or on behalf of all Members shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a body corporate the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be modified accordingly.

9 DIRECTORS

- 9.1 The Directors shall not be obliged to retire from office by rotation and Regulations 73 to 75 of Table A inclusive, the words "other than a director retiring by rotation" in Regulation 76 of Table A, the words "(other than a director retiring by rotation at the meeting)" in Regulation 77 of Table A, the words "and may also determine the rotation in which any additional directors are to retire" in Regulation 78 of Table A, the last two sentences of Regulation 79 of Table A and the last sentence of Regulation 84 shall not apply to the Company.
- 9.2 A resolution in writing signed or approved by telefax or electronic mail by all of the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents 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 appointer 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. Regulation 93 shall not apply.
- 9.3 The majority of the Directors shall have the right to appoint further director(s) of the Company.
- 9.4 The quorum necessary for the transaction of the business of the Directors shall be two provided that:-
- 9.4.1 if a duly convened meeting shall be inquorate any Director may convene a further meeting to consider the same business as was intended to be conducted at the first inquorate meeting and the quorum required for such further meeting shall be one; and

- 9.4.2 if and for so long as there shall be a sole Director the quorum necessary for the transaction of the business of the Directors shall be one.
- 9.5 A Director may and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors.
- 9.6 A Director absent or intending to be absent from the United Kingdom may request the Directors that notices of meetings of the Directors or of meetings of a committee of the Directors shall during his absence be sent in writing to him at his last known address or any other address given by him to the Company for this purpose but in the absence of any such request it shall not be necessary to give notice of a meeting of the Directors or of any meeting of a committee of the Directors to any Director who is for the time being absent from the United Kingdom. The third sentence of Regulation 88 of Table A shall not apply.
- 9.7 A Director who pursuant to Regulation 85 of Table A has declared at a meeting of the Directors the nature of his interest may vote in respect of any contract or arrangement in which he or any person with whom he is Connected is interested and be counted in the quorum present at any meeting of the Directors or if otherwise so entitled at any General Meeting of the Company at which any such contract or arrangement is proposed or considered and if he shall vote his vote shall be counted. This Article shall have effect in substitution for Regulations 94 to 98 inclusive of Table A which Regulations shall not apply to the Company.
- 9.8 Any Director (including an alternate Director) may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar communicating equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.
- 9.9 It shall not be necessary for the Directors to sign a book recording their attendances at meetings of Directors.

10 ALTERNATE DIRECTORS

- 10.1 Each Director (other than an alternate Director) shall have the power to appoint any person to be his alternate Director and may at his discretion remove such alternate Director. Any appointment or removal of an alternate Director shall be effected by notice in writing signed by the appointer and delivered to the Secretary at the registered office of the Company or tendered at a meeting of the Board, provided that no person may be appointed alternate of any Director unless the holders of 60% or more of the Shares in issue shall have first approved his appointment. An alternate Director shall, if his appointer so requests, be entitled to receive notices of meetings of the Directors or of a committee of the Directors of which his appointer is a member to the same extent as, but in lieu of, his appointer and shall be entitled to attend and vote as a Director at any such meeting at which his appointer is

not personally present and generally at such meeting to exercise and discharge all the functions, powers and duties of his appointer as a Director and, for the purposes of the proceedings at such meetings, the provisions of these Articles of Association shall apply as if he were a Director.

- 10.2 Every person acting as an alternate Director shall (except as regards power to appoint an alternate Director and remuneration) be subject in all respects to the provisions of these Articles and any deed or agreement between one or all of the Members supplemental to these Articles relating to Directors and shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of or for his appointer. An alternate Director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent *mutatis mutandis* as if he were a Director but shall not be entitled to receive from the Company any fee in his capacity as an alternate Director except such part (if any) of the remuneration otherwise payable to his appointer as such appointer may by notice in writing to the Company from time to time direct.
- 10.3 Subject to any procedures laid down or agreed from time to time by or between the Directors for the conduct of the proceedings of the Board, every person acting as an alternate Director shall have one vote for every Director for whom he acts as alternate (in addition to his own vote if he is also a Director). The signature of an alternate Director to any resolution in writing of the Directors or a meeting of the Directors, provided his appointer is a member of such committee, shall (unless the notice of his appointment provides to the contrary) be as effective as the signature of his appointer. An Alternate Director shall *ipso facto* cease to be an alternate Director if his appointer ceases for any reason to be a Director.
- 10.4 An alternate Director shall cease to be an alternate Director if his appointer ceases to be a Director.
- 10.5 An alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purpose of these Articles. However, an alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director.
- 10.6 The words "(including alternate Directors)" shall be inserted after "The Directors" at the outset of Regulation 83 of Table A.
- 10.7 Regulations 65 to 69 (inclusive) of Table A shall not apply.

11 NOTICES

- 11.1 Any communication to be given in connection with or pursuant to these Articles shall except where expressly provided otherwise be in writing and shall either be delivered by hand or sent by first class pre-paid post. Delivery by courier shall be regarded as delivery by hand.

11.2 Such communication shall be sent in the case of any individual, to his registered address or, in the case of any body corporate, to its registered office. Each communication shall be marked for the attention of the relevant person.

11.3 A communication shall be deemed to have been served:

11.3.1 if delivered by hand at the address referred to in clause 11.2 at the time of delivery;

11.3.2 if sent by first class pre-paid post to the address referred to in clause 11.2 at the expiration of two clear days after the time of posting.

If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9.30 am to 5.30 pm on a Business Day) under the preceding provisions of this clause, it shall be deemed to have been delivered at the next opening of such business hours.

11.4 In proving service of the communication, it shall be sufficient to show that delivery by hand was made or that the envelope containing the communication was properly addressed and posted as a first class pre-paid letter or that the facsimile was despatched and a confirmatory transmission report received or that the electronic mail was sent to the correct address.

Regulations 111 and 112 of Table A shall be modified accordingly.

12 INDEMNITY

12.1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, Auditor, Secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including 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 judgement 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. Regulation 118 shall not apply.

12.2 The Company may purchase and maintain for any Director, Secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

13 VARIATION OF RIGHTS

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 with the consent in writing of the holders of more than three-fourths of the issued Shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of Shares of that class, but not otherwise. To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or to the proceedings thereat shall, mutatis mutandis, apply, except that the necessary quorum shall be one person holding or representing by proxy a holder of Shares of the class.

14 ASSOCIATE DIRECTORS

- 14.1 The Directors may at any time and from time to time appoint any employee of the Company to the position of Associate Director.
- 14.2 An Associate Director shall advise and assist the Directors but shall not attend Board Meetings except at the invitation of the Directors, and when present at the Board Meetings he shall not be entitled to vote, nor be counted in the quorum, but subject as aforesaid he shall as Associate Director have such powers, authorities and duties as the Directors may in the particular case from time to time determine.
- 14.3 An Associate Director shall not be deemed a member of the Board, nor any committee thereof, nor shall he be a Director for any of the purposes of these Articles of Association or (so far as provision may lawfully be made in this behalf) for any of the purposes of the Companies Act 1985.
- 14.4 Without prejudice to any rights or claims the Associate Director may have under any contract with the Company, any appointment as an Associate Director may be terminated by the Directors at any time and shall ipso facto terminate if the Associate Director shall from any cause cease to be an employee of the Company.
- 14.5 An Associate Director may receive such remuneration (if any) in addition to the remuneration received as an employee of the Company as the Directors shall from time to time determine.

15 CHAIRMAN

The Chairman of the Board and of the Company shall be appointed by the holder of the majority in nominal value of the issued "A" Shares.

To: The Directors
Chasenet Limited

Dear Sirs

I hereby resign as a director of your company with immediate effect and confirm that there are no monies or other liabilities outstanding from your company to me.

Yours faithfully

J Luffman