

Company No: 1493031

THE COMPANIES ACT 1985

Private Company Limited by Shares

WRITTEN RESOLUTION

of the members of

Blooming Marvellous Limited

(the "Company")



The following resolution, taking effect as a Special Resolution, was approved on **29** July 2003 by the members of the Company by way of a written resolution under Section 381A of the Companies Act 1985 (as amended).

SPECIAL RESOLUTION

THAT:-

- (i) the authorised share capital of the Company be increased from £251,000 to £251,100 by the creation of 100 new 'C' Ordinary Shares of £1 each, such having the rights and being subject to the restrictions and obligations attaching to them under the articles of association of the Company adopted pursuant to (ii) below;
- (ii) the regulations contained in the document attached to this resolution be adopted as the articles of association of the Company in substitution for and to the entire exclusion of all previous articles of association.

.....
Director

Dated: **29 July** 2003

Presented by:
Salans (Ref: PBS)
14-18 Gresham Street
London EC2V 7NN

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW ARTICLES OF ASSOCIATION
(adopted pursuant to a Written Resolution passed on 29 July 2003)

- of -

BLOOMING MARVELLOUS LIMITED

PRELIMINARY

1. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to the Company save insofar as they are varied or excluded by or are inconsistent with these Articles and regulation 1 shall so apply as if reference to "these regulations" included references to these Articles. Accordingly, in these Articles "the Act" means the Companies Act 1985, including any statutory modification or re-enactment of it for the time being in force; and any reference in these Articles to a provision of that Act includes a reference to any statutory modification or re-enactment of that provision for the time being in force.
2. Regulations 24 and 73 to 80 (inclusive) in Table A shall not apply to the Company.

SHARE CAPITAL

3. The authorised share capital of the Company at the date of adoption of these Articles is £251,100 divided into 525 'A' Ordinary Shares of £1 each (" 'A' Shares"), 475 'B' Ordinary Shares of £1 each (" 'B' Shares"), 100 'C' Ordinary Shares of £1 each (" 'C' Shares") (the 'A' Shares, the 'B' Shares and the 'C' Shares shall together be referred to as "the Shares") and 250,000 Preference Shares of £1 each. Save as set out herein the 'A' Shares, the 'B' Shares and the 'C' Shares shall rank *pari passu* with each other in all respects.
4. (A)
 - (i) The Company whenever it proposes to issue any shares in the capital of the Company shall offer such shares to all the members of the Company in proportion as nearly as may be to the number of the existing shares held by them respectively in the capital of the Company;

- (ii) the offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than thirty days) within which the offer, if not accepted, will be deemed to be declined;
 - (iii) after the expiration of that period, those shares declined or so deemed to be declined shall be offered in the proportions aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in the same manner and limited by a like period as the original offer;
 - (iv) any shares not accepted pursuant to such offer or further offer as aforesaid and any shares released from the provisions of this sub-paragraph (A) by sub-paragraph (B) hereof shall be under the control of the directors, who subject to the Act may allot, grant options or otherwise dispose of the same to such persons, on such terms and in such manner as they think fit, provided that such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members;
 - (v) any Shares issued pursuant to the terms of this Article to a holder of 'A' Shares shall be automatically classified as 'A' Shares and any Shares issued to a holder of 'B' Shares shall be automatically classified as 'B' Shares and any Shares issued to a holder of 'C' Shares shall be automatically classified as 'C' Shares.
- (B) With the consent in writing of the holders of a majority of the 'A' Shares and the holders of a majority of the 'B' Shares the restrictions imposed by sub-paragraph (A) of this Article may be waived or varied in relation to any proposed issue of shares.
- (C) The provisions of sub-paragraph (A) of this Article shall not apply to the issue of C Shares pursuant to any option agreement where the entering into of such option agreement had been approved in writing by the holders of at least 75 per cent or more in nominal value of the issued ordinary shares of the Company.
- (D) The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to allot relevant securities (as defined in such section) to such persons, on such terms and in such manner as they think fit up to a maximum aggregate nominal amount equal to the nominal amount of the authorised but unissued share capital of the Company at the date of adoption of these Articles. Such authority shall expire three months from the date of adoption of these Articles and shall be on terms that the Company may make any offer or agreement before the expiry of such authority which would or might require relevant securities to be allotted after such authority has expired, and so that the directors may allot relevant securities in pursuance of any such offer or agreement. Such authority 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. Section 89(1) and sub-sections (1) to (6) of section 90 of the Act shall not apply to the Company.

SHARE RIGHTS

5. The 'A' Shares, the 'B' Shares, the 'C' Shares and the Preference Shares shall have the following rights and be subject to the following restrictions:

(A) Income:

The Preference Shares shall not confer on the holders of such shares any right to receive a dividend.

(B) Capital:

On a return of assets on a liquidation or otherwise (except on a redemption in accordance with the terms of issue of any share, or purchase by the Company of any share or on a capitalisation issue) the surplus assets of the Company remaining after payment of its debts and liabilities (exclusive of any debts which have become due in accordance with this Article 5) shall be applied:

- (i) firstly, in or towards paying to the holders of the Preference Shares in proportion to the amounts paid up or credited as paid up on such shares;
- (ii) secondly, in or towards paying to the holders of the 'A' Shares, the 'B' Shares and the 'C' Shares in proportion to the amounts paid up or credited as paid up on such shares a sum equal to all arrears of any dividend previously payable by the Company;
- (iii) thirdly, the balance (if any) of such surplus assets shall belong to and be distributed amongst the holders of the 'A' Shares, the 'B' Shares and the 'C' Shares in proportion to the nominal amounts paid up or credited as paid up on such shares held by them respectively.

(C) Redemption of the Preference Shares:

- (i) The Company shall have the right, subject to the provisions of the Act, to redeem at any time the whole or any part of the Preference Shares for the time being issued and outstanding save that if only part of the Preference Shares are to be redeemed the number of Preference Shares of each holder of Preference Shares shall be pro rata to their holding of Preference Shares at the time of redemption.
- (ii) The holders of the Preference Shares may demand that the Company, to the full extent possible subject to the provisions of the Act, redeem the whole or any part of the Preference Shares for the time being issued and outstanding at any time after 30 June 2005 or on the occurrence of any of the following events:
 - (a) any attachment, sequestration, distress or execution affects any material asset of the Company and is not discharged within 28 days;

- (b) the Company is unable to pay its debts as they fall due (within the meaning of Section 123(1)(e) of the Insolvency Act 1986) or admits inability to pay its debts as they fall due;
 - (c) the Company suspends making payments on all or any class of its debts or announces an intention to do so or a moratorium is declared in respect of any of its indebtedness;
 - (d) a meeting is convened for the purpose of considering a composition, assignment or arrangement with any creditors of the Company;
 - (e) a resolution is passed for the winding-up of the Company or for its administration;
 - (f) any person presents a petition for the winding-up or for the administration of the Company and such petition is not discharged (in the case of a liquidation petition) with twenty-eight days or (in the case of an administration petition) twenty-one days of its presentation;
 - (g) an order for the winding-up or administration of the Company is made;
 - (h) any liquidator, administrative receiver, receiver, administrator or the like is appointed in respect of the Company or any material part of its assets;
 - (i) the directors of the Company request the appointment of a liquidator, receiver, administrative receiver, administrator or the like;
 - (j) there is a change of Control (meaning control for the purposes of either section 416 or section 840 of the Income and Corporation Taxes Act 1988) of the Company; or
 - (k) the Company sells, transfers or in any way disposes of its business or undertaking or any material part or interest in any of them.
- (iii) In the event that it would be unlawful for the Company to pay the redemption moneys required to redeem the Preference Shares as requested by the holder of the Preference Shares pursuant to Article 5(C)(ii) such payment monies shall be paid as soon as such payment shall become lawful.
- (D) Voting:
- (i) The Preference Shares shall entitle the holders of such shares to receive notice of and to attend (either in person or by proxy) at any general meeting of the Company but not to vote at any such meeting unless a resolution to vary, modify, alter or abrogate (whether directly or indirectly) any of the rights, privileges, limitations or restrictions attaching to the Preference Shares is proposed at the meeting (in which case the holders of the Preference Shares shall be entitled to vote only on such resolution).
 - (ii) The 'A' Shares, the 'B' Shares and the 'C' Shares shall entitle the holders of such shares to receive notice of and to attend (either in person or by proxy) at any

general meeting of the Company and every such holder who (being an individual) is present at a meeting in person or (being a corporation) is present by a duly authorised representative not being himself a shareholder entitled to vote shall, upon a show of hands, have one vote and, upon a poll, every shareholder who is present in person or by proxy shall have one vote for every 'A' Share, 'B' Share or 'C' Share held by him.

(E) Variation of Rights:

- (i) Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be modified, varied, extended, abrogated or surrendered either while the Company is a going concern or during or in contemplation of a winding up with the consent in writing of the holder or holders of 75 per cent in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of that class but not otherwise.
- (ii) To every such separate meeting all the provisions of these Articles relating to general meetings of the Company or the proceedings at them shall apply except that:
 - (a) the necessary quorum shall be two persons (unless there is only one holder of the relevant class of share in which case the quorum shall be one) at least holding or representing by proxy one-third in nominal value of the issued shares of the class;
 - (b) if any meeting is adjourned because no quorum is present then the quorum at the re-convened meeting will be one person holding or representing by proxy shares of that class;
 - (c) the holders of shares of the class shall on a poll have one vote in respect of every share of the class held by them respectively; and
 - (d) any holder of shares of the class present in person or by proxy may demand a poll.
- (iii) If any class of shares has preferential rights to receive a dividend or distribution of capital on a winding up or other return of capital then the conferring (other than pursuant to these Articles) upon other shares of rights to receive either dividends or a return of capital ranking pari passu with or in priority to the rights attaching to those shares will be deemed to be a variation of the rights of the holders of shares of that class.

TRANSFER AND TRANSMISSION OF SHARES

- 6. The Directors shall at any time refuse to register a transfer of shares other than a transfer permitted by Regulations 7, 8, 9 or 10 of these Articles.
- 7. (A) No member shall be entitled to transfer his shares or any part thereof except in accordance with the following provisions of these Articles.

- (B) Any 'A' Shares, 'B' Shares, 'C' Shares or Preference Shares may be transferred if such transfer has the consent in writing of the holders of at least 75 per cent or more in nominal value of the issued ordinary shares of the Company.
- (C) No Shares shall be transferred unless the transferor transfers the same proportionate number of Preference Shares as held by them from time to time to the transferee.

8. Except in the case of a transfer of shares expressly authorised by Article 7(B), the right to transfer shares shall be subject to the following restrictions, namely:-

- (A) Before transferring any shares or any interest therein, the person proposing to transfer the same (hereinafter called "the Proposing Transferor") shall give a notice in writing (hereinafter called "the Transfer Notice") to the Company specifying the number of shares it wishes to sell (including the Preference Shares that the Proposing Transferor will be required to transfer pursuant to Article 7(C)), if applicable details of the proposed transferee and the price at which the Proposing Transferor desires to transfer the shares and evidence that the proposed transferee is prepared to pay that price. The Transfer Notice shall constitute the Directors its agent for the sale of the shares therein mentioned at the Prescribed Price (as hereinafter defined) or in the event that the Proposing Transferor has received a bona fide offer for its shares which it proposes to accept at the same total price as set out in the bona fide offer ("the Offer Price") in accordance with the provisions of these Articles. Save as provided in paragraphs (F) and (G) below or where the Proposing Transferor does not agree with the calculation of the Prescribed Price made in accordance with Regulation E(iii) below, or with the written consent of the holders of a majority of the 'A' Shares and the holders of a majority of the 'B' Shares, a Transfer Notice once given or deemed to be given shall be irrevocable.
- (B) (i) All shares comprised in any Transfer Notice shall during the period within 14 days after the Transfer Notice is received by the Company (or where there is no agreement within 14 days between the Proposing Transferor and the Directors as to the Prescribed Price within 7 days after the same shall have been determined in accordance with paragraph (E) below) unless the holders of a majority of the 'A' Shares and of a majority of the 'B' Shares by written resolution agree to reduce the aforesaid periods, be offered by the Directors in writing to all the holders of the class of shares the subject of the Transfer Notice (other than the Proposing Transferor) (save that if 'C' Shares are the subject of the Transfer Notice they shall be offered first to the holders of the 'A' Shares and the 'B' Shares) and for the avoidance of doubt, for the purpose of this Article the 'A' Shares and the 'B' Shares shall be treated as shares of different classes for purchase at the Prescribed Price or the Offer Price as the case may be inviting him to state in writing to the directors within 28 days of the said offer whether he is willing to purchase any and if so what number of shares. At the expiration of the said period the Directors shall allocate the shares comprised in the Transfer Notice to the member or members who shall have notified their willingness to purchase as aforesaid and in the event of competition in proportion (as nearly as may

be and without increasing the number sold to any member beyond the number applied for by him) to their existing holding of shares.

- (ii) If within twenty-eight days of the despatch of the Written Notice referred to in B(i) above the Directors shall not find holders of the relevant class of shares subject to the Transfer Notice (or holders of 'A' Shares or 'B' Shares if the shares subject to the Transfer Notice are 'C' Shares) to purchase all the shares concerned, the shares included in any Transfer Notice or the balance of shares therein which have not been accepted by the members of the relevant class of shares shall forthwith be offered by the Directors in writing to all the holders of other classes of shares (ignoring the 'C' Shares and the Preference Shares) for purchase at the Prescribed Price or the Offer Price as the case may be inviting him to state in writing to the Directors within 28 days of the said offer whether he is willing to purchase any and if so what number of shares. At the expiration of the said period the Directors shall allocate the shares comprised in the Transfer Notice to the member or members who shall have notified their willingness to purchase as aforesaid and in the event of competition in proportion (as nearly as may be and without increasing the number sold to any member beyond the number applied for by him) to their existing holding of shares.
- (C) If within 28 days of the despatch of any written notice ("the Written Notice") referred to in (B) above by the Directors a member or members (hereinafter called "a Purchaser" or "Purchasers") gives notice in writing to the Directors of his/their willingness to purchase all or some of the shares, the Proposing Transferor shall be bound, upon payment of the Prescribed Price or the Offer Price as the case may be, to transfer such shares to the respective Purchasers thereof. Every Purchaser shall state the number of shares agreed to be purchased by him, and such other information as may be required to complete the same by the Proposing Transferor of the shares to the Purchasers and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 7 days nor more than 14 days after the expiry of the said period of 28 days.
- (D) If in any case a Proposing Transferor, after having become bound to transfer any shares to a Purchaser or Purchasers, shall make default in so doing the Directors may authorise some person to execute any necessary transfers in favour of the Purchaser or Purchasers and may receive the purchase money which shall be held on trust for the Proposing Transferor and shall thereupon cause the name of the Purchaser or Purchasers to be entered in the register of members maintained by the Company as the holder(s) of the shares in question. The receipt by the Company of the Purchaser's money shall be a good discharge to the Purchaser or Purchasers, who shall not be bound to see to the application thereof, and after the name of the Purchaser or Purchasers 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.
- (E) The expression "the Prescribed Price" shall mean the price of the Shares in question as calculated in accordance with the following provisions:-

- (i) within 14 days of receipt of the relevant Transfer Notice by the Directors the price per Share (and, if relevant, the price per Preference Share) which the Proposing Transferor and the Directors shall agree represents a fair estimate of the market value of such Share as between a willing vendor and a willing purchaser; or
 - (ii) in the absence of agreement pursuant to (i) above, the price per Share (and, if relevant, the price per Preference Share) reported by the auditors of the Company ("the Auditors") as being in their opinion the fair market value of such share as between a willing vendor and a willing purchaser without any discount for a minority holding or premium for a majority holding.
 - (iii) In the event that the Proposing Transferor or the directors does not agree with the valuation made by the Auditors pursuant to (ii) above the calculations of the Prescribed Price may be referred by either the proposing Transferor or the Directors to an accountant of not less than 10 years' standing agreed by the parties, and failing that, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales (the "Valuer").
 - (iv) The party so acting shall be acting as expert, and his decision shall be final and binding. The Auditors or Valuer as the case may be shall be entitled if thought fit to obtain professional valuations of any of the Company's assets, and the fees and expenses of the Auditors or Valuer (including expenses of valuation) shall be borne by the Proposing Transferor, as to one-half, and the balance amongst the Purchasers pro rata to the proportion of the number of shares to be purchased by them.
- (F) If following the despatch of the written notices referred to in (B)(i) and (ii) above or if only one written notice is capable of being despatched pursuant to paragraph (B) above then following the despatch of that notice the Directors shall not within the period of 28 days referred to in (C) above find a Purchaser or Purchasers willing to purchase all of the shares comprised in a Transfer Notice they shall so inform the Proposing Transferor by notice in writing, giving all relevant details. In the event that notice has been given by the Directors as aforesaid the Proposing Transferor may at any time after the expiration of the said 28 day period but before the expiration of 60 days after the date on which the Written Notice was despatched by the Directors be entitled to withdraw the Transfer Notice in respect of those shares for which the Directors have not found a Purchaser and shall be at liberty to transfer to any third person on a bona fide sale at any price not being less than the Prescribed Price or the Offer Price as the case may be any of the shares comprised in the Transfer Notice for which the Directors have not found a Purchaser. The Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the Purchaser, and if not so satisfied may refuse to register the instrument of transfer.

- (G) Where the Directors shall have found a Purchaser or Purchasers and through no default of the Proposing Transferor any purchase is not duly completed the Directors shall forthwith notify the Purchaser or all the Purchasers and if within 7 days of such notice being given the Purchaser or the Purchasers between them shall not have duly completed the purchase of the Shares, the Proposing Transferor shall be entitled to withdraw the Transfer Notice in respect of all of the shares comprised therein and to sell such shares to any third person on the terms mentioned in paragraph (F).
- (H) Where pursuant to the provisions of paragraph (F) or (G) above the Proposing Transferor has found a purchaser to purchase all or any of the shares comprised in the Transfer Notice, and upon completion of the sale of the said shares such third party would acquire a controlling interest in the Company, (as defined by Section 416(2) of the Income and Corporation Taxes Act 1988) the Proposing Transferor shall not be permitted to sell its shares to such third party unless and until such purchaser shall have made an offer to the remaining Shareholders to purchase their entire holdings on no less favourable terms than offered to the Proposing Transferor.
- (I) Upon the insolvent liquidation or bankruptcy or the appointment of a receiver manager administrative receiver or administrator of or the acquisition of a controlling interest (as defined by Section 416(2) of the Income and Corporation Taxes Act 1988) in any member, or such member ceasing to be a director of or to be employed by the Company or of any of its subsidiaries (for whatever reason other than unfair or wrongful dismissal) such member shall be deemed to have given immediately prior to such liquidation, bankruptcy or acquisition of a controlling interest or ceasing to be a director or employee as the case may be a Transfer Notice in respect of all shares registered in the name of such member unless the provisions of this paragraph of this Article shall have been waived by the written consent of the holders of a majority of the 'A' Shares and the holders of a majority of the 'B' Shares.
- (J) In the event that any person who was at any time a director or an employee of the Company or of any of its subsidiaries, shall after ceasing to be a director or an employee become registered as the holder of shares in the Company he shall upon becoming so registered be deemed to have served a Transfer Notice in respect of all shares of which such director or employee is a holder, and for this purpose the decision of the board of directors as to whether a director or an employee has ceased to be a director or an employee shall be final and binding.
- (K) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given hereunder or for the purpose of ascertaining when a Transfer Notice is deemed to have been given hereunder the Directors may from time to time require any member or the legal personal representatives of any deceased member or the trustee in bankruptcy of any member or the liquidator or secretary 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 which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after request the Directors 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 in respect of the shares concerned.

- (L) With the consent in writing of the holders of a majority of the 'A' Shares and the holders of a majority of the 'B' Shares the restrictions imposed by this Article may be waived or varied in relation to any proposed transfer of shares.
- (M) Any Shares which are transferred to a Shareholder who only holds Shares of a different class or to their nominee such Shares shall be re-classified automatically as Shares of that other class and for the avoidance of doubt for the purpose of this Article the 'A' Shares and the 'B' shares shall be treated as shares of different classes.
- (N) In the event that any person is allotted shares in the Company pursuant to the exercise of an option in circumstances where such option became exercisable on the occurrence of a change of control (as defined in Section 840 of the Income and Corporation Taxes Act 1988) then such person shall be deemed to have been allotted the shares immediately prior to such change of Control and Articles 9 and 10 shall apply to the shares allotted.

DRAG ALONG

9.

- (A) Despite any other provisions of these Articles, any shareholder or shareholders who, alone or together, holds or hold 75 per cent or more in nominal value of the issued ordinary shares of the Company ("Calling Shareholders") shall have the right at any time to require all other holders of shares in the Company ("Recipient Shareholders") by notice in writing to them ("Call Notice") to sell all of the shares held by the Recipient Shareholders to any person ("Purchaser") to whom the Calling Shareholders propose to sell all of their shares provided that:
 - (i) the terms and conditions applying to the sale of the shares of the Calling Shareholders and the Recipient Shareholders are set out in reasonable detail in, or in one or more attachments to, the Call Notice;
 - (ii) the terms and conditions applying to the sale of the shares held by each of the Recipient Shareholders shall be no less favourable than the terms and conditions applying to the sale of the shares held by the Calling Shareholders;
 - (iii) the Purchaser is a bona fide arm's length purchaser who is not an associate (as that term is defined in section 435 of the Insolvency Act 1986) of any of the Calling Shareholders.
- (B) Subject to compliance with Article 9(A), if a Call Notice is served all the

shareholders shall be bound to proceed with the sale of all their shares on the terms and subject to the conditions notified in the Call Notice.

- (C) No shareholder shall complete any sale of shares to the Purchaser unless the Purchaser completes the purchase of all the shares required to be sold simultaneously.
- (D) If any Recipient Shareholder fails to agree to sell or complete the sale of any sale of any shares as he is bound to do in accordance with this Article, the Calling Shareholders may authorise some person (who is (as security for the performance of the defaulting shareholder's obligations) irrevocably and unconditionally appointed as the attorney of the defaulting Recipient Shareholder for the purpose) to execute all necessary agreements, deeds and other documents necessary to give effect to the sale on the terms and conditions notified in the Call Notice (in such manner as the attorney in his absolute discretion shall think fit) and to execute the necessary instrument of transfer of his shares and may deliver such transfer on his behalf and the Company may receive the purchase consideration and shall upon receipt of such consideration (subject to such instrument being stamped with any required stamp duty) cause the transferee to be registered as the holder of the shares being transferred and shall hold such purchase consideration on behalf of the defaulting Recipient Shareholder. The Company shall not be bound to earn or pay interest on any purchase consideration so held and shall not deliver such purchase consideration to any defaulting Recipient Shareholder until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for such purchase consideration shall be a good discharge to the transferee who shall not be bound to see to the application of such money, and after the name of the transferee has been entered in the register of shareholders in purported exercise of such power the validity of the proceedings shall be unchallengeable.
- (E) For the purposes of this Article 9, a 'sale' shall include a disposal of shares where the consideration is to be provided wholly or partly in securities or any other non-cash consideration and the expressions 'sell', 'purchase' and 'purchaser' shall be construed accordingly.

TAG ALONG

10.

- (A) No transfer of any shares shall be made by any shareholder or shareholders without the previous consent in writing of the other shareholders if it would result in any person or persons who was or were not a shareholder or shareholders of the Company on the date of adoption of these Articles (and any person or persons acting in concert with him or them within the meaning of the edition of the City Code on Take-overs and Mergers current at the date of adoption of these Articles) obtaining direct or indirect control of a Controlling Interest unless, before the transfer is made, the proposed transferee(s) ("Buyer") make(s) a written offer (open for acceptance in England for a period of at least 30 days from its delivery, which shall be made by personal delivery

or courier to each of the shareholders at his registered address) to all the shareholders to purchase all the shares in the capital of the Company then in issue (at the same time and on the same terms and conditions for each shareholder) at a price per share not less than the Offer Price (as defined in Article 8(A)). No shareholder (including the proposing transferor) shall complete any sale of shares to the Buyer unless the Buyer completes the purchase of all the shares agreed to be sold simultaneously.

- (B) If an offer to purchase all the issued shares in the capital of the Company is made pursuant to Article 10(A), all the shareholders shall be bound to accept such offer and to transfer all the shares in the Company held by them to the Buyer in accordance with the terms of the offer and in default of so doing the provisions of Article 8(D) shall apply, with the necessary changes being made, in respect of such default except that the proposing transferor shall be entitled (in place of the directors) to authorise a person (including himself) to act as attorney for the purpose.

GENERAL MEETINGS

11.

- (A) No business shall be transacted at any general meeting unless a quorum of members is present. Two members present in person or by proxy shall be a quorum, one of whom shall be a holder of 'A' Shares and one of whom shall be a holder of 'B' Shares.
- (B) All business arising at a general meeting shall be determined by resolution and no such resolution shall be effective unless carried by a majority of votes of those members present (in person or by proxy).

In the case of an equality of votes at a meeting the Chairman of the meeting shall not have a second or casting vote.

- (C) In the event that a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such date, time and place as the Directors may determine, but no earlier than 7 days from the date and time originally fixed for the meeting.

In the event that such quorum is not present within half an hour of the time fixed for the adjourned meeting, the quorum necessary for the transaction of business of the general meeting shall be any two Shareholders.

- (D) A proxy shall be entitled to vote on a show of hands and Regulation 54 of Table A shall be modified accordingly.
- (E) A poll may be demanded at any general meeting by any member present in person or by proxy. Regulation 46 of Table A shall be modified accordingly.

DIRECTORS

Unless otherwise determined by ordinary resolution, there shall be no maximum number of directors and the minimum number of directors shall be two.

12.

- (A) Without prejudice to any other provision of these Articles, the holders for the time being of a majority of the 'A' Shares shall be entitled at any time and from time to time to appoint one person as a Director of the Company, to remove from office any person thus previously appointed and to appoint the same or any other person in the place of any person so appointed who may cease for whatever reason to be a Director.

Any person appointed pursuant to this paragraph (A) shall be called the 'A' Director.

- (B) Without prejudice to any other provision of these Articles, the holders for the time being of a majority of the 'B' Shares shall be entitled at any time and from time to time to appoint one person as a Director of the Company, to remove from office any person thus previously appointed and to appoint the same or any other person in the place of any person so appointed who may cease for whatever reason to be a Director.

Any person appointed pursuant to this paragraph (B) shall be called the 'B' Director.

- (C) Any appointment or removal pursuant to paragraph (A) or (B) of this Article shall be effected by instrument in writing signed by the person or persons making the same or their duly authorised representatives and shall take effect when delivered to the registered office of the Company.
- (D) All meetings of the Board of Directors shall take place in the United Kingdom, and the quorum necessary for the transaction of business of the Directors shall be two of whom one shall be an 'A' Director and one of whom shall be a 'B' Director.
- (E) If such a quorum is not present within half an hour of the time appointed for the meeting, the meeting shall stand adjourned to the same day in the next week at the same time and place or to such date, time and place as the Directors may determine, but no earlier than 7 days from the date and time originally fixed for the meeting.
- (F) In the event that such a quorum is not present within half an hour of the time fixed for the adjourned meeting, the quorum necessary for the transaction of business of Directors shall be any two Directors.
- (G) The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be determined by a majority of votes. A Director who is also an alternate Director shall be entitled, in the absence of the Director whom he is representing, to a separate vote on behalf of such Director in addition to his

own vote. A Director may, and the Secretary on the requisition of a Director, shall at any time summon a meeting of the Directors.

- (H) At any meeting of the Directors or a Committee of the Directors each Director (or his alternate Director) present at the meeting shall be entitled to one vote.
- (I) A resolution in writing signed by all 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, a resolution signed by an alternate director need not also be signed by his appointor, and if it is signed by a director who has appointed an alternate it need not be signed by that alternate in that capacity.
- (J) A person may be appointed a Director notwithstanding that he shall have attained the age of seventy years and no Director shall be liable to vacate office by reason of his attaining that or any other age.
- (K) In the case of an equality of votes at any meeting of the Directors or of a committee of Directors the chairman of such meeting shall not be entitled to a second or casting vote.
- (L) A Director who has duly declared his interest (so far as he is required to do so or that of the person appointing him) may vote at a meeting of the Directors or of a committee of the Directors on any resolution concerning a matter in which he is interested, directly or indirectly. If he does, his vote shall be counted; and whether or not he does, his presence at the meeting shall be taken into account in calculating the quorum. Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.
- (M) A Director or an alternate Director shall not require a share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company.
- (N) The Directors may from time to time appoint committees 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 upon it by the Directors but may meet and adjourn as it thinks proper. Any committee shall have power with the written approval of the holders of a majority of the 'A' Shares and a majority of the 'B' Shares to co-opt as a member or members of any committee for any specific purpose any person or persons although not being a Director of the Company. Regulation 72 of Table A shall be modified accordingly.
- (O) 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 s80 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.