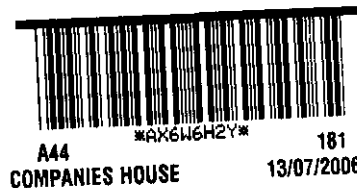


**Company Number: 1501584**

**THE COMPANIES ACTS 1985 AND 1989**  
**COMPANY LIMITED BY SHARES**

**NEW**  
**ARTICLES OF ASSOCIATION**  
**of**  
**ROSSENDALES LIMITED**

**(as adopted by Special Resolution passed on 18 October 2004 and  
as amended by special resolution passed on 15 November 2005)**



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**1      Preliminary**

1.1      The regulations contained in Table A as prescribed by the regulations made under the Act ("**Table A**") shall apply to the Company in so far as these Articles do not exclude or modify Table A. A reference in these Articles to any regulation is to that regulation as set out in Table A.

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

**"Act"**  
the Companies Act 1985 (as amended);

**"acting in concert"**  
as defined in the City Code on Takeovers and Mergers in force at the date of adoption of these Articles;

**"associated with"**  
as defined in section 416 Income and Corporation Taxes Act 1988;

**"Auditors"**  
the auditors for the time being of the Company or, if the auditors are unable or unwilling to act in connection with the reference in question, a chartered accountant nominated by the Directors;

**"Bad Leaver"**  
a Member who ceases to be a director or employee of, or a consultant to the Company and who does not fall within the definition of a "Good Leaver";

**"B" Shares"**  
"B" ordinary shares of £1 each in the capital of the Company having the rights set out in Article 3;

**"C" Share"**  
the "C" ordinary share of £1 in the capital of the Company having the rights set out in Article 3;

**"Change of Control"**  
the acquisition (whether by purchase, transfer, or otherwise) by any person, excluding a person who is a Member at the date of adoption of these Articles (or any person acting in concert with or connected with such a Member) (a "**Third Party Purchaser**") of any interest in any shares if, upon completion of that acquisition, the Third Party Purchaser together with persons acting in concert or connected with him would hold more than 50 per cent. in nominal value of the "B" Shares;

**"connected with"**

as defined in section 839 Income and Corporation Taxes Act 1988;

**"D" Share**

the "D" ordinary share of £1 in the capital of the Company having the rights set out in Article 3;

**"Directors"**

the directors for the time being of the Company or a quorum of such directors present at a meeting of the directors;

**"Exit Event"**

means the earlier to occur of:

- (a) the date and time at which an agreement referred to in the definition of "Sale" is completed; or
- (b) the date and time at which a Listing takes place;

**"Family Trusts"**

in relation to any Member, trusts under which the beneficiaries or potential beneficiaries are exclusively the Member concerned and/or one or more of his Privileged Relations;

**"Good Leaver"**

a Member who ceases to be a director or employee of, or a consultant to the Company at any time where such cessation occurs as a result of:

- (a) death, illness (including mental illness), disability or permanent incapacity through ill health;
- (b) retirement at normal retirement age;
- (c) wrongful dismissal; or
- (d) in circumstances where he has been dismissed from employment and there has been an express finding by an Employment Tribunal that such dismissal is unfair for the purpose of the Employment Rights Act 1996 other than where such dismissal is found to be procedurally (and not substantively) unfair;

**"Listing"**

either (a) a successful application being made to the UK Listing Authority for all or any of the Shares to be admitted to the Official List of the UK Listing Authority, or (b) a successful application being made to the London Stock Exchange for all or any of the Shares to be admitted to trading on the Alternative Investment Market of the London Stock Exchange, or (c) a successful application being made for all or any of the Shares to be admitted to trading through OFEX;

**"London Stock Exchange"**

London Stock Exchange plc;

**"Member"**

any holder of any interest in Shares for the time being;

**"Permitted Transfer"**

a transfer of shares authorised by Article 7;

**"Permitted Transferee"**

a member who has acquired Shares by means of a Permitted Transfer;

**"Privileged Relation"**

in relation to an individual Member, the husband or wife of such Member and all the lineal descendants and ascendants in direct line of such Member and a husband or wife of any of the above persons and for these purposes a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant;

**"Sale"**

means the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change in Control and for the purposes of this definition "disposal" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement;

**"Shares"**

together, the "B" Shares, the "C" Share and the "D" Share;

**"Third Party Purchaser"**

as defined in the definition of Change of Control; and

**"Transfer Notice"**

a notice in accordance with Article 8 that a Member desires to transfer his shares.

2 **Authorised Share Capital**

The share capital of the Company at the date of adoption of these Articles is £175,000 divided into 174,998 "B" Shares, 1 "C" Share and 1 "D" Share.

3 **Rights of Shares**

The Shares shall entitle their holders to the following rights:

3.1 **Dividends**

3.1.1 Any profits which the Company (in its absolute discretion) determines to distribute in respect of any financial year shall (unless the Directors decide otherwise) be distributed amongst the holders of the "B" Shares then in issue pro rata to the number of "B" Shares held by them.

3.1.2 The "C" Share and "D" Share shall not grant to the holders thereof any right to receive a dividend from the Company.

3.2 **Capital**

In the event of a winding up of the Company or other return of capital any surplus assets of the Company remaining after payment of its debts and liabilities and the costs of such winding up or other return of capital shall be distributed amongst the Members in accordance with the provisions of Article 4 as if the surplus assets available for distribution were Sale Proceeds as defined in Article 4. In the event of a purchase by the Company of its own shares the amount payable to the relevant Member(s) shall be calculated on the basis of the amount which the relevant Member(s) have received for his Shares in accordance with Article 4 if the entire issued share capital of the Company had been sold at the date of the purchase of own shares by the Company for an aggregate consideration equal to the fair market

value of the entire issued share capital of the Company at that date (calculated by the Auditors in accordance with Article 8.4).

### 3.3 Voting

3.3.1 The holders of the "B" Shares shall be entitled to receive notice of and to attend and vote at general meetings of the Company. On a show of hands every holder of "B" Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote and on a poll every holder of "B" Shares so present shall have one vote for each "B" Share held by him.

3.3.2 The holders of the "C" Share and the "D" Share shall be entitled to receive notice of and to attend at, but shall not be entitled to vote at, general meetings of the Company.

## 4 Sale or Listing

On a Sale, the Members selling Shares shall (unless otherwise agreed by the holders of the majority of "B" Shares) pay the proceeds thereof [(after deduction of all professional costs incurred for the purposes of the Sale)] (the "**Sale Proceeds**") into a joint account at a UK clearing bank nominated by the holders of the majority of "B" Shares immediately prior to the Sale and such proceeds shall be allocated and paid out as follows:

4.1 where the Sale Proceeds are less than or equal to £4,200,000, the whole of the Sale Proceeds shall be paid to the holders of the "B" Shares (pro rata as between such holders to their respective holdings of the class);

4.2 where the Sale Proceeds exceed £4,200,000 but less than or equal to £4,804,800 and the Exit Event occurs on or prior to 5 April 2005;

4.2.1 the first £4,200,000 of the Sale Proceeds shall be distributed to the holders of the "B" Shares; and

4.2.2 thereafter the balance of the Sale Proceeds shall be distributed to the holder(s) of the "D" Share;

in each case pro rata as between such holders to their respective holdings of the class;

4.3 where the Sale Proceeds exceed £4,200,000 but are less than or equal to £6,006,000 and the Exit Event occurs on or after 6 April 2005 but on or prior to 5 April 2006;

4.3.1 the first £4,200,000 of the Sale Proceeds shall be distributed to the holders of the "B" Shares; and

4.3.2 thereafter the balance of the Sale Proceeds shall be distributed to the holder(s) of the "D" Share;

in each case pro rata as between such holders to their respective holdings of the class;

4.4 where the Sale Proceeds exceed £4,200,000 but are less than or equal to £7,065,882 and the Exit Event occurs after 5 April 2006;

4.4.1 the first £4,200,000 of the Sale Proceeds shall be distributed to the holders of the "B" Shares; and

4.4.2 thereafter the balance of the Sale Proceeds shall be distributed to the holder(s) of the "D" Share;

in each case pro rata as between such holders to their respective holdings of the class;

4.5 where the Sale Proceeds exceed £4,804,800 and the Exit Event occurs on or prior to 5 April 2005:

4.5.1 the first £4,200,000 of the Sale Proceeds shall be distributed to the holders of the "B" Shares; and

4.5.2 thereafter the balance of the Sale Proceeds shall be distributed;

(a) as to the holder(s) of the "C" Shares an amount equal to:

(Sale Proceeds x 75%) - £3,603,600; and

(b) as to the holder(s) of the "D" Shares an amount equal to:

(Sale Proceeds x 25%) - £596,400,

in each case pro rata as between such holders to their respective holdings of the class;

4.6 where the Sale Proceeds exceed £6,006,000 and the Exit Event occurs on or after 6 April 2005 but on or prior to 5 April 2006:

4.6.1 the first £4,200,000 of the Sale Proceeds shall be distributed to the holders of the "B" Shares; and

4.6.2 thereafter the balance of the Sale Proceeds shall be distributed;

(a) as to the holder(s) of the "C" Shares an amount equal to:

(Sale Proceeds x 60%) - £3,603,600; and

(b) as to the holder(s) of the "D" Shares an amount equal to:

(Sale Proceeds x 40%) - £596,400;

in each case pro rata as between such holders to their respective holdings of the class; and

4.7 where the Sale Proceeds exceed £7,065,882 and the Exit Event occurs after 5 April 2006:

4.7.1 the first £4,200,000 of the Sale Proceeds shall be distributed to the holders of the "B" Shares; and

4.7.2 thereafter the balance of the Sale Proceeds shall be distributed;

(a) as to the holder(s) of the "C" Shares an amount equal to:

(Sale Proceeds x 51%) - £3,603,600; and

(b) as to the holder(s) of the "D" Shares an amount equal to:

(Sale Proceeds x 49%) - £596,400,

in each case pro rata as between such holders to their respective holdings of the class.

- 4.8 Immediately prior to and conditionally upon a Listing the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the holders of the majority of the "B" Shares may reasonably specify, to ensure that the proceeds are reallocated between the Members in the same proportions as the preceding provisions of these Articles would provide on a Sale.

## **5 Issue of Shares**

- 5.1 Unless otherwise determined by special resolution of the Company in a general meeting, any unissued Shares from time to time shall, before they are issued, be offered to all the Members in proportion to the amounts (excluding any premium paid on subscription) paid up on the Shares held by them respectively (and such offer shall be at the same price and on the same terms to each such Member). Such offer shall be made by notice specifying the number of Shares offered, the proportionate entitlement of the relevant member, the price per Share and limiting a period (being not less than 30 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the Directors shall offer the Shares so declined to the persons who have, within the said period, accepted all the Shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any Shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such Shares. At the expiration of the time limited by the notice(s) the Directors shall allot the Shares so offered to or amongst the Members who have notified their willingness to take all or any of such Shares in accordance with the terms of the offer. No Member shall be obliged to take more than the maximum number of Shares he has indicated his willingness to take.
- 5.2 Any Share not accepted pursuant to Article 5.1 above or not capable of being so offered except by way of fractions and any Shares released from provisions of this Article by special resolution as therein specified shall, subject to the provisions of section 80 of the Act, be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount and provided further 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 thereof than the terms on which they were offered to the Members.
- 5.3 Section 89(1) and sub-sections (1) to (6) of section 90 of the Act shall not apply to the Company.

## **6 Transfer of shares**

- 6.1 Subject to Articles 7 and 8 Shares may be transferred by transfer in writing in usual common form or in any other form approved by the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and, when the share is not fully paid, shall also be signed by the transferee.



- 6.2 The Directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of shares not fully paid or over which the Company has a lien. The Directors may also refuse to register a transfer of shares, whether fully paid or not, in favour of more than four persons jointly.
- 6.3 The Directors may decline to recognise any instrument of transfer unless the instrument of transfer is duly stamped and is in respect of only one class of share and is accompanied by the relevant share certificate and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). All instruments of transfer which are registered may be retained by the Company.

## 7 **Permitted Transfers**

- 7.1 Any Member who is an individual (in this Article 7, a "**Permitted Transferor**") may at any time transfer any Shares:

7.1.1 to a Privileged Relation;

7.1.2 to trustees to be held upon Family Trusts related to such Permitted Transferor; and

7.1.3 where shares are held by trustees upon Family Trusts, to new trustees of or to persons who are beneficiaries under such Family Trusts,

and, for the avoidance of doubt, the provisions of Article 8 shall not apply to a transfer of Shares pursuant to this Article 7.

- 7.2 If any person or company to whom any Shares have been transferred pursuant to Article 7.1 (whether directly or by a series of transfers) for whatever reason ceases to be a person or company to whom the transfer of such Shares (or the original Permitted Transferor in relation in a series of transfers) would be entitled to transfer Shares pursuant to such Articles then the Board may require that person or company to transfer the Shares transferred to it to the transferor or the original Permitted Transferor (as the case may be) of those Shares and, if such person or company fails to effect such transfer within 28 days of being requested to do so the Board may direct that he shall be deemed to have given a Transfer Notice in respect of the Shares held by him.

- 7.3 In default of compliance with Article 7.2, the Board may appoint some person to execute any necessary instruments of transfer on behalf of and as attorney for the defaulting Member. After the name of the relevant purchaser has been entered in the register of members in purported exercise of the powers contained in this Article 7.3 the validity of the proceedings shall not be called into question.

## 8 **Pre-emption on Transfer of Shares**

- 8.1 Except in the case of a Permitted Transfer, the right to transfer Shares or any interest in Shares shall be subject to the following restrictions and provisions. References in this Article 8 to transferring shares or Sale Shares shall include any transfer of any interest in and the grant of contractual rights or options over or in respect of Shares.

- 8.2 Any person (the "**Proposing Transferor**") proposing to transfer any Shares (the "**Sale Shares**") shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company (a "**Transfer Notice**") that he

desires to transfer the Sale Shares and shall state in the Transfer Notice the identity of the person to whom the Proposing Transferor desires to transfer the beneficial interest in the Sale Shares. The Transfer Notice shall constitute the Company his agent for the sale of the Sale Shares (together with all rights then attached thereto) at the Prescribed Price (as defined in Article 8.3) during the Prescribed Period (as defined in Article 8.5) to any Member on the basis of the following provisions of these Articles and shall not be revocable except with the consent of the Directors.

- 8.3 The Sale Shares shall be offered for purchase in accordance with this Article 8 at a price per Sale Share (the "**Prescribed Price**") as agreed between the Proposing Transferor and the Directors or, in default of such agreement within 14 days after the date of service of the Transfer Notice (the "**Notice Date**") the price per Sale Share (the "**Auditors' Price**") as determined by the Auditors in accordance with Article 8.4.
- 8.4 If the Prescribed Price shall not have been agreed between the Proposing Transferor and the Directors within the time limit prescribed in Article 8.3, then immediately following the expiry of such period the Directors shall refer the matter to the Auditors and the Auditors shall determine and certify the sum per share considered by them to be the fair market value thereof as at the Notice Date. In so determining and certifying the Auditors shall not take into account the proportion of the relevant class of shares which the Sale Shares represent but shall take into account the provisions of Article 4. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall (in the absence of manifest error or fraud) be final and binding on all persons concerned and (save as aforesaid) they shall be under no liability to any such 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.
- 8.5 The "**Prescribed Period**" shall commence on the date on which the Prescribed Price is agreed or determined in accordance with Articles 8.3 and 8.4 and shall expire 12 weeks thereafter.
- 8.6 Any shares included in any Transfer Notice shall by notice in writing be offered by the Company forthwith upon the Prescribed Price being agreed or determined in accordance with Articles 8.3 and 8.4 to all Members holding Shares of the same class as the Sale Shares (other than the holder of the Sale Shares) for purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Member beyond that applied for by him) to their existing holdings of Shares of such class. Such offer:
- 8.6.1 shall stipulate a time not exceeding 28 days within which it must be accepted or in default will lapse; and
- 8.6.2 may stipulate that any Member who desires to purchase a number of Sale Shares in excess of the proportion to which he is entitled shall in his acceptance state how many excess Sale Shares he wishes to purchase and any shares not accepted by other Members pursuant to this Article 8.6 shall be used for satisfying the requests for excess Sale Shares pro rata to the existing holdings of shares held by such Members making such requests.

If the Company shall not within the period referred to in Article 8.6.1 find a holder or holders of Shares of the same class of the Sale Shares willing to purchase all of the Sale Shares it shall offer any unsold Sale Shares to the holders of Shares of a different class of Sale Shares. Such offer shall be made in a similar manner to the offer to the holders of Shares of the same class and the procedure of offer and

acceptance for the holders of Shares of the same class shall apply to the holders of Shares of a different class. The period during which the Company shall try to find holders of Shares of a different class who are willing to acquire the balance of the Sale Shares shall be the period commencing on the expiry of the period referred to in Article 8.6.1 and terminating 28 days thereafter.

- 8.7 Any shares not accepted by any of the Members pursuant to the foregoing provisions of these Articles by the end of the last of the relevant periods under Article 8.6 may, subject to Article 8.10, be offered by the Directors to such persons (including for the avoidance of doubt the Company) as they may think fit for purchase at the Prescribed Price.
- 8.8 If the Company shall within the Prescribed Period find Members or such other persons as aforesaid (each such person being hereinafter called a "**Purchaser**") to purchase the Sale Shares or any of them and give notice in writing to the Proposing Transferor he shall be bound, upon payment to him of the Prescribed Price, to transfer such shares to the respective Purchaser(s), provided that, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer some only of the Sale Shares (which he shall not be entitled to do if he is required by virtue of any provision of these Articles to give a Transfer Notice), this provision shall not apply unless the Company shall have found Purchasers for all of the Sale Shares. Every notice given by the Company under this Article 8.8 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of the notice.
- 8.9 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to any Purchaser the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money on trust for the Proposing Transferor and cause the Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser (who shall not be bound to see to the application thereof) and after the Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.
- 8.10 If the Company shall not within the Prescribed Period find Purchasers willing to purchase any or all of the Sale Shares and gives notice in writing thereof to the Proposing Transferor, or if the Company shall within the Prescribed Period give to the Proposing Transferor notice in writing that the Company has no prospect of finding Purchasers, the Proposing Transferor at any time during a period of 90 days after the end of the Prescribed Period shall be at liberty to transfer those Sale Shares for which the Company has not within the Prescribed Period given notice that it has found (or has given notice that it has no prospect of finding) Purchasers to any person by way of a bona fide sale at any price not being less than the Prescribed Price provided that the Directors may require to be satisfied that the Sale Shares are being transferred under this Article pursuant to 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.

## **9 Compulsory Transfers**

- 9.1 A person entitled to a share in consequence of the bankruptcy of a Member shall be

bound at any time, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such share and the provisions of Article 8 shall apply in relation to such Transfer Notice, provided that the Prescribed Price shall be the Auditors' Price determined in accordance with Article 8.4.

9.2 In the case of a Member ceasing to be a director or employee of, or a consultant to the Company at any time (such date being referred to in this Article 9 as the "**Date of Cessation**"), then at any time within 12 months after the Date of Cessation, the Directors may serve notice on such Member requiring such Member to give a Transfer Notice in respect of all of any D share held by such Member or any Permitted Transferee of such Member and the provisions of Article 8 shall apply in relation to such Transfer Notice save as expressly varied by the following provisions of this Article 9.

9.3 Where a notice is served by the Directors in accordance with Article 9.2, the price per share at which any D Share held by the relevant Member or any Permitted Transferee of such Member will be offered for sale pursuant to these Articles will be:

9.3.1 where the relevant Member is a Bad Leaver, the par value of such shares; and

9.3.2 where the relevant Member is a Good Leaver, the amount determined by the Auditors as being the amount which, in the opinion of the Auditors, would have been received by the Relevant Member or a Permitted Transferee of such Member (as the case may be) for his D Share in accordance with the provisions of Article 4 if the entire issued share capital of the Company had been sold on the Date of Cessation for an aggregate consideration equal to the fair market value of the issued share capital of the Company at that date. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall (in the absence of manifest error or fraud) be final and binding on all persons concerned and (save as aforesaid) they shall be under no liability to any such person by reason of their determination or by anything done or omitted to be done by them for the purpose thereof or in connection therewith.

9.4 Where a notice is served by the Directors in accordance with Article 9.2 any D Shares comprised in the resulting Transfer Notice shall (unless the Directors direct otherwise) first be offered for sale to the Company (at the price specified in Article 9.3). Where the Company is prohibited in accordance with the provisions of the Act from purchasing the shares held by the relevant Member or where the Directors direct, such D Shares shall be offered for sale pursuant to the provisions of Article 8 at the price specified in Article 9.3.

## 10 **Bring Along**

10.1 If any one or more Member holding at least 50% of the B Shares (together "**the Selling Members**") wish to transfer all their B Shares, the Selling Members shall have the option ("**the Bring Along Option**") to require all the other holders of Shares to transfer all their shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 10.

10.2 The Selling Members may exercise the Bring Along Option by giving notice to that effect ("**a Bring Along Notice**") to all other Members ("**the Called Members**") at any time before the registration of the transfer of the Shares held by the Selling Members. A Bring Along Notice shall specify that the Called Members are required

to transfer all their Shares ("**the Called Shares**") pursuant to Article 10.1 to the Third Party Purchaser, the price at which the Called Shares are to be transferred (which shall be such amount as the Called Members would have received pursuant to Article 4 had the Third Party Purchaser offered to acquire the entire issued share capital of the Company at the same price per Share as the price at which the Third Party Purchaser is to acquire the Shares held by the Selling Members) the proposed date of transfer (if known) and the identity of the Third Party Purchaser. A Bring Along Notice shall be deemed served upon the envelope containing it being placed in the post and regulation 115 of Table A shall in the context of a Bring Along Notice be amended accordingly and regulations 112 to 115 of Table A shall otherwise apply to the service of a Bring Along Notice as if it were a notice to be given by the Company.

- 10.3 A Bring Along Notice may be revoked at any time prior to completion of the sale of the Called Shares and any such revocation notice shall be served as in Article 10.2.
- 10.4 Completion of the sale of the Called Shares shall take place on the same date as the date of actual completion of the sale of the Selling Members' Shares unless all of the Called Members and the Selling Members agree otherwise.
- 10.5 Each Called Member shall on service of the Bring Along Notice be deemed to have irrevocably appointed each of the Selling Members severally to be his attorney to execute any stock transfer and covenant for full title guarantee in respect of the Called Shares registered in the name of such Called Members and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Called Shares pursuant to this Article 10. The rights of pre-emption and other restrictions contained in these Articles shall not apply on any sale and transfer of Shares by the Selling Members or the Called Members to the Third Party Purchaser named in a Bring Along Notice in connection with the transfer contemplated by Article 12.1 and the Bring Along Notice.
- 10.6 In connection with any Sale pursuant to this Article 10, the provisions of Article 4 shall apply to the proceeds of the Shares and save as aforesaid the provisions of this Article 10 shall prevail over any contrary provisions of these Articles. Any Transfer Notice served or deemed to be served in respect of any Share which has not been allocated in accordance with Article 8 shall automatically be revoked by the service of a Bring Along Notice.

## 11 **Tag Along**

- 11.1 Subject to Article 10 but notwithstanding any other provision in these Articles no sale or other disposition of any Share (the "**Specified Shares**") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer (an "**Offer**") in accordance with these Articles to purchase at the specified price (defined in Article 11.3) all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser ("**the Uncommitted Shares**").
- 11.2 An offer made under Article 11.1 shall be in writing open for acceptance for at least 15 business days, and shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.
- 11.3 For the purposes of Article 11.1:
  - 11.3.1 the expressions "**transfer**", "**transferor**" and "**transferee**" include

respectively the renunciation of a renounceable letter of allotment, and any renouncer and renounee of such letter of allotment;

- 11.3.2 the expression "**specified price**" means in the case of Uncommitted Shares, such amount as the holders of the Uncommitted Shares would have received pursuant to Article 4 had the Third Party Purchaser offered to acquire the entire issued share capital of the Company at the same price per Share as the price at which Third Party Purchaser is to acquire the Specified Shares;
- 11.3.3 if any part of the specified price is payable otherwise than in cash any Member may require as a condition of his acceptance of the Offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares;
- 11.3.4 if the specified price or its cash equivalent cannot be agreed within 15 business days of the proposed sale or transfer referred to in Article 11.1 between the Third Party Purchaser and Members holding not less than 75%, it may be referred to the Auditors by any Member and, pending its determination, the sale or transfer referred to in Article 11.1 shall have no effect;
- 11.3.5 on the Sale effected under this Article 11, the provisions of Article 4 shall apply to the proceeds of the Shares

## 12 **Information Concerning Shareholdings and Transfers**

- 12.1 For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowance, the Directors 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 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 such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 8 in respect of the shares concerned.
- 12.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any shares and such Transfer Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Transfer Notice shall (except and to the extent that a Permitted Transfer of any of such shares shall have been made) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly.
- 12.3 From (and including) the date on which the Directors have duly required a Transfer Notice(s), all holders of shares the subject of such Transfer Notice(s) shall not transfer or encumber any of their shares or any interest in their shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

## 13 **Proceedings at General Meetings**

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

13.2 A resolution executed or approved in writing (including by telegram, telefax or telex) by or on behalf of the holders of all the issued "B" Shares shall be as valid and effective 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 corporation, 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.

13.3 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two Members present in person or by a duly appointed proxy shall be a quorum for all purposes. Regulation 40 shall be modified accordingly.

#### 14 **Alternate Directors**

14.1 Any Director (other than an alternate Director) may at any time by writing under his hand and served on the Company at its registered office, or delivered at a meeting of the Directors, appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. The same person may be appointed as the alternate Director of more than one Director.

14.2 An alternate Director shall be entitled:

14.2.1 to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a Member, save that it shall not be necessary to give notice of such meeting to an alternate Director who is absent from the United Kingdom;

14.2.2 to attend, be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present; and

14.2.3 generally at such meeting to perform all the functions of his appointor as a Director in his absence.

If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director, then his voting rights shall be cumulative.

14.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

14.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

14.5 An alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him, except in relation to matters in which he acted (or failed to act) on the direction or at the request of his appointor.

14.6 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such 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.

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

14.8 Regulations 65 to 69 shall not apply.

## 15 **Directors**

15.1 The quorum for the transaction of business of the board of Directors of the Company shall be two directors, present either in person or by a duly appointed alternate.

15.2 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 shall not apply and Regulations 76, 77, 78 and 80 shall be modified accordingly.

15.3 Without prejudice to the first sentence of Regulation 89, a meeting of the Directors or of a committee of the Directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly. Any such meeting shall be deemed to take place at the location of the Chairman or if no Chairman has been appointed the location where the majority of Directors are present.

15.4 A resolution in writing signed or approved by telegram telefax or telex by all the Directors shall be as valid and effective 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 appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 shall not apply.

15.5 A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulation 94 shall be modified accordingly, provided that he has disclosed to the Directors the nature and extent of any material interest or duty.

15.6 In the case of an equality of votes at a meeting of the Directors, the chairman of the Company shall have a second or casting vote. Regulation 88 shall be modified accordingly.

## 16 **Indemnity**

16.1 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 judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 shall not apply.

- 16.2 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.