

COMPANY LIMITED BY SHARES

Memorandum of Association

OF

H A R P E R G R O U P P L C



1. The name of the Company is H A R P E R G R O U P P L C.
2. The registered office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (a) (1) To carry on business as bankers, capitalists, financiers, concessionaires, licensed money lenders, and merchants, and to undertake, and carry on, and execute all kinds of hire purchase, discounting, financial, commercial, trading, holding company and other operations.
  - (2) To hold, purchase or otherwise acquire, and to sell, exchange, surrender, lease, mortgage, charge, convert, turn to account, dispose of, manage and deal with property and rights of all kinds, and in particular, mortgages, patents, annuities, licences, stocks, shares, bonds, policies, book debts, business concerns, and undertakings and claims, privileges, and choses in action of all kinds.
  - (3) To carry on all or any of the businesses of insurance brokers, advisors, consultants, managers and administrators, valuers, assessors, arbitrators, and specialists and general agents for the transaction of motor, marine, fire, life, employers' liability, accident, burglary, and other insurance businesses; agents for effecting insurances and obtaining policies in respect of all and every kind of risk, and against loss or damage to real or personal property; commission, financial, estate and business agents, will and mortgage brokers, business transfer agents and agents for the purchase and sale of annuities, and for negotiating loans; and to undertake and carry on any business, transaction or operation capable of being undertaken or carried on by insurance brokers and agents; commission agents, estate agents, general agents or the like.

\* A special resolution was passed on 23rd May 1995 to re-register the Company as a Public Limited Company.

- (b) To carry on any other business whether manufacturing or otherwise which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the company.
- (c) To acquire and undertake the whole or any part of the business, property, and liabilities of any person or company carrying on or proposing to carry on any business which the company is authorised to carry on or possessed of property suitable for the purposes of the company or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
- (d) To apply for, purchase, or otherwise acquire, and protect and renew in any part of the world any patents, patent rights, brevets d'invention, trade marks, designs, licences, concessions, and the like, conferring any exclusive or non exclusive or limited right to their use, or any secret or other information as to any invention which may seem capable of being used for any of the purposes of the company, or the acquisition of which may seem calculated directly or indirectly to benefit the company, and to use, exercise, develop, or grant licences in respect of, or otherwise turn to account the property, rights or information so acquired, and to expend money in experimenting upon, testing or improving any such patents inventions or rights.
- (e) To amalgamate, enter into partnership or into any arrangement for sharing profits, union of interest, co-operation, joint adventure or reciprocal concession, or for limiting competition with any person or company carrying on or engaged in, or about to carry on or engage in, any business or transaction which the company is authorized to carry on or engage in, or which can be carried on in conjunction therewith or which is capable of being conducted so as directly or indirectly to benefit the company.
- (f) To enter into any arrangements with any governments or authorities, supreme, municipal, local or otherwise, or any person or company that may seem conducive to the objects of the company, or any of them, and to obtain from any such government, authority, person or company any rights, privileges, charters, contracts, licences and concessions which the company may think it desirable to obtain, and to carry out, exercise and comply therewith.
- (g) To establish or promote or concur in establishing or promoting any company or companies for the purpose of acquiring all or any of the property, rights and liabilities of the company or for any other purpose which may seem directly or indirectly calculated to benefit the company and to place or guarantee the placing of, underwrite, subscribe for or otherwise acquire all or any part of the shares, debentures or other securities of any such company.
- (h) To purchase its own Shares; to subscribe for, take, or otherwise acquire, and hold shares, stock, debentures, or other securities of any other company.
- (i) To invest and deal with the moneys of the company not immediately required in any manner.

- (j) To lend and advance money or give credit to such persons or companies and on such terms as may seem expedient, and in particular to customers and others having dealings with the company, and to guarantee the performance of any contract or obligation and the payment of money of or by any such person or companies and generally to give guarantees and indemnities.
- (k) To receive money on deposit or loan and borrow or raise money in such manner as the company shall think fit, and in particular by the issue of debentures, or debenture stock (perpetual or otherwise) and to secure the repayment of any money borrowed, raised or owing by mortgage, charge or lien upon all or any of the property or assets of the company (both present and future), including its uncalled capital, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the company or any other person or company of any obligation undertaken by the company or any other person or company as the case may be.
- (l) To draw, make, accept, indorse, discount, execute, and issue promissory notes, bills of exchange, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (m) To pay out of the funds of the company all expenses which the company may lawfully pay with respect to the formation and registration of the company, or the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures or other securities of the company.
- (n) To pay for any rights of property acquired by the company, and to remunerate any person or company whether by cash payment or by the allotment of shares, debentures or other securities of the company credited as paid up in full or in part or otherwise.
- (o) To establish and maintain or procure the establishment and maintenance of any contributory or non contributory pension or superannuation funds for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances, or emoluments to any persons who are or were at any time in the employment or service of the company, or of any company which is a subsidiary of the company or is allied to or associated with the company or with any such subsidiary company, or who are or were at any time directors or officers of the company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and also establish and subsidize and subscribe to any institutions, associations, clubs or funds calculated to be for the benefit or to advance the interests and well being of the company or of any such other company as aforesaid, and make payments to or towards the insurance of any such person as aforesaid and do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.
- (p) To purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property and any rights or privileges which the company may think necessary or convenient for the purpose of its business, or may enhance the value of any other property of the company.

- (q) To build, construct, alter, maintain, enlarge, pull down, remove or replace, and to work, manage and control any buildings, offices, factories, mills, shops, machinery, engines, roadways, tramways, railways, branches or sidings, bridges, reservoirs, watercourses, wharves, electric works, and other works and conveniences which may seem calculated directly or indirectly to advance the interests of the company, and to join with any other person or company in doing any of these things.
- (r) To improve, manage, develop, grant rights or privileges in respect of or otherwise deal with, all or any part of the property and rights of the company.
- (s) To vest any real or personal property, rights or interest acquired by or belonging to the company in any person or company on behalf of or for the benefit of the company, and with or without any declared trust in favour of the company.
- (t) To sell, lease, mortgage or otherwise dispose of the property, assets or undertaking of the company or any part thereof for such consideration as the company may think fit, and in particular for shares, stock, debentures, or other securities of any other company whether or not having objects altogether or in part similar to those of the company.
- (u) To distribute among the members in specie any property of the company, or any proceeds of sale or disposal of any property of the company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law.
- (v) To procure the company to be registered or recognized in any part of the world outside the United Kingdom.
- (w) To act as agents or brokers and as trustees for any person or company and to undertake and perform sub-contracts and to do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors, or otherwise, and either alone or jointly with others, and either by or through agents, sub-contractors, trustees or otherwise.
- (x) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them,

And it is hereby declared that

(a) the word "Company" in this clause, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere, and

(b) the objects specified in each of the paragraphs of this clause shall be regarded as independent objects, and accordingly shall in no wise be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.

4. The liability of the members is limited.

5. The share capital of the company is £1,000 divided into 1,000 shares of £1 each \*

We, the several persons whose names and addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the company set out opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER OF SHARES TAKEN BY EACH SUBSCRIBER
DOROTHY MAY GRAEME, 61 Fairview Avenue, Wigmore, Gillingham, Kent. Company Director	ONE
PAUL GORDON GRAEME, 61 Fairview Avenue, Wigmore, Gillingham, Kent. Company Director	ONE

Dated the 20th day of September 1984

Witness to the above Signatures:

JANET DOROTHY LOUISE GRAEME,  
61 Fairview Avenue,  
Wigmore,  
Gillingham,  
Kent.

\* On 20th December 1984 the authorised capital was increased to £600,000.00 divided into 600,000 Ordinary shares at £1 each.

\* On 23rd August 1994 the authorised capital was further increased to £602,209 divided into 602,209 Ordinary shares at £1 each.

The Companies Acts 1948 to 1981

- and -

The Companies Act 1985

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

of

HARPER GROUP LIMITED

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(Adopted by  
Special Resolution passed *23rd* 1994)  
*August*

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1 Preliminary

The regulations contained in Table A to any Companies Act or Companies (Consolidation) Act prior to the Companies Act 1985 shall not apply to the Company. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

2 Interpretation

In these Articles and in Table A the following expressions have the following meanings unless inconsistent with the context:-

"the Act"	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution.
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect.

"the directors"	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company
"executed"	includes any mode of execution.
"the holder"	in relation to shares means the member whose name is entered in the register of members as the holder of the shares.
"office"	the registered office of the Company.
"seal"	the common seal of the Company (if any).
"secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
"share"	includes any interest in a share.
"the United Kingdom"	Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles and in Table A shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of Table A shall not apply to the Company.

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### Share capital

- 3.1 The authorised share capital of the Company at the time of adoption of these Articles is £602,209 divided into 2300 ordinary shares of £1.00 each 598,830 deferred shares of £1 each, 748 convertible 'A' ordinary shares and 331 convertible 'B' ordinary shares of £1 each.
- 3.2 Save as may be provided by regulation 110 of Table A all shares which are comprised in the authorised share capital of the Company from time to time which the directors propose to issue shall first be offered to the members in proportion to the number of the existing shares held by them respectively and at the same price unless the Company shall by special resolution otherwise direct. Each such offer shall be made by notice specifying the total number of shares being offered to the members as a whole, the proportionate entitlement of the member to whom the offer is made and the price per share and shall require each member to state in writing within a period (not being less than fourteen days) specified in the notice whether he is willing to take any and, if so, what maximum number of the said shares up to his proportionate entitlement. An offer, if not accepted within the period specified as regards any shares, will be deemed to be declined as regards those shares. After the expiration of such period, those shares

so deemed to be declined shall be offered in proportion as aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions shall not be issued. Any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit. No share shall be issued at a discount or otherwise in breach of the provisions of these Articles or of the Act.

- 3.3 Regulation 4 of Table A and, in accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

4 Lien

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

5 Calls on shares and forfeiture

There shall be added at the end of the first sentence of regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

6 Transfer of shares

- 6.1 Any person (hereinafter called "the proposing transferor") proposing to transfer any shares shall give notice in writing (hereinafter called a "transfer notice") to the Company that he desires to transfer the same and specifying the price per share at which he is willing to sell them. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some only) of the shares comprised in the transfer notice together with all rights then attached thereto to any member or members willing to purchase the same (hereinafter called "purchasing members") at the price specified therein or at the fair value certified in accordance with Article 6.3 (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the directors.
- 6.2 The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be



made by notice in writing (hereinafter called "the offer notice") within seven days after the receipt by the Company of the transfer notice. The offer notice shall:-

- 6.2.1 state the identity of the proposing transferor, the number of shares comprised in the transfer notice and the price per share specified in the transfer notice and inform the members that shares are offered to them in accordance with the provisions of this Article 6.2;
- 6.2.2 contain a statement to the effect that the shares are offered in the first instance in the proportion referred to in the opening sentence of this Article 6.2 but go on to invite each member to state in his reply whether he wishes to purchase more or less shares than his proportionate entitlement and if so what number;
- 6.2.3 contain a statement of the right of each member to request a certificate of fair value under Article 6.3, the form of such statement to be as near as circumstances permit to that of the first sentence of that Article;
- 6.2.4 contain a statement to the effect that each of the shares in question is being offered to members at the lower of the price specified in the transfer notice and (if applicable) its fair value certified in accordance with Article 6.3;
- 6.2.5 state the period in which the offer may be accepted if no such certificate of fair value is requested (not being less than twenty-two days or more than forty-two days after the date of the offer notice); and
- 6.2.6 contain a statement to the effect that, if such a certificate of fair value is requested, the offer will remain open for acceptance until the expiry of a period of fourteen days commencing on the date of the notice of the certified fair value given to members pursuant to Article 6.3 or until the expiry of the period referred to in Article 6.2.5 whichever is the later.

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 and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of shares than his full proportionate entitlement. If all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in Article 6.2.2) as nearly as may be in proportion to the number of shares already held by the members claiming additional shares, provided that no member shall be obliged

to take more shares than he shall have applied for. If any shares shall not be capable of being offered to the members in proportion to their existing holdings, except by way of fractions, the same shall be offered to the members, or some of them, in such proportions as the directors may think fit.

- 6.3 Any member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the auditors for the time being of the Company certify in writing the sum which in their opinion represents the fair value of each of the shares comprised in the transfer notice as at the date of the transfer notice. If the auditors decline such appointment at their discretion then a person nominated by the President for the time being of the Institute of Chartered Accountants in the country of the situation of the office on the application of the directors or any member on behalf of the Company shall be instructed to give such certificate and any following reference in these Articles to the auditors shall include any person so nominated. Forthwith upon receipt of such notice the Company shall instruct the auditors to certify as aforesaid and the costs of producing such certificate shall be apportioned among the proposing transferor and the purchasing members and borne by any one or more of them as the auditors in their absolute discretion shall decide. In certifying the fair value as aforesaid the auditors shall be entitled to obtain professional valuations in respect of any of the Company's assets and shall be considered to be acting as experts and not as arbitrators or arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply. Forthwith upon receipt of the certificate of the auditors, the Company shall by notice in writing inform all members of the certified fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the certified fair value of each share) at which the shares comprised in the transfer notice are offered for sale.
- 6.4 If purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in Article 6.2, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (hereinafter called "the sale notice") to the proposing transferor specifying the purchasing members and the number of shares to be purchased by each purchasing member and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members.
- 6.5 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares on behalf of and as attorney for the proposing transferor in favour of the purchasing members. The receipt

of the Company for the purchase money shall be a good discharge to the purchasing members. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.

6.6 If the Company shall not give a sale notice to the proposing transferor within the time specified for that purpose in Article 6.4 he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the shares comprised in the transfer notice to any person or persons PROVIDED THAT the price per share obtained upon such share transfer shall in no circumstances be less than the price per share specified in the transfer notice served in accordance with Article 6.1 or as certified in accordance with Article 6.3 (whichever shall be the lower) and the proposing transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained as aforesaid. 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 without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the instrument of transfer.

6.7 Any transfer or purported transfer of a share (other than upon transmission of a share pursuant to regulation 29 of Table A upon the death of a member or upon a person becoming entitled to a share in consequence of the bankruptcy of a member) made otherwise than in accordance with the foregoing provisions of Articles 6.1 to 6.6 (inclusive) shall be null and void and of no effect.

6.8 If and when required by notice in writing by the holder or holders of (in aggregate) a majority in nominal value of the other shares in the Company so to do ("the call notice"):

6.8.1 a member who transfers or purports to transfer any share in the Company in breach of the foregoing provisions of these Articles shall be bound to give a transfer notice in respect of the shares which he has transferred or purported to transfer in breach of these Articles; or

6.8.2 a member who causes or permits any of the events specified in Article 6.9 or with regard to whom any of the events specified in Article 6.9.4 or 6.9.5 occurs shall be bound to give a transfer notice in respect of all the shares registered in the name of such member;

In the event of such member failing to serve a transfer notice within thirty days of the date of the call notice such member shall be deemed to have given a transfer notice pursuant to Article 6.8.1 or 6.8.2 at the expiration of such period of thirty days and to have specified therein as

the price per share the fair value of each share to be certified in accordance with Article 6.3. The provisions of Articles 6.2 to 6.6 (inclusive) and Article 6.11 shall *mutatis mutandis* apply.

6.9 The events specified for the purposes of Article 6.8.2 are:-

- 6.9.1 any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself;
- 6.9.2 any sale, dealing with or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise but excluding any transmission of a share to any person becoming entitled to such share in consequence of the death or bankruptcy of a member) by whomsoever made and whether or not effected by an instrument in writing save where the disposition is by service of a transfer notice in accordance with these Articles;
- 6.9.3 the holding of a share as a bare nominee for any person;
- 6.9.4 in the case of a corporate member, such member entering into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffering an administrative receiver to be appointed over all or any of its assets or suffering an administration order to be made against it or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that corporate member;
- 6.9.5 in the case of a corporate member, a change in a controlling interest (as defined in Article 6.10) of such corporate member.

6.10 For the purposes of Article 6.9.5:-

- 6.10.1 the expression "controlling interest" shall mean the ability to exercise or control the exercise of in the aggregate more than 50 per cent of the total voting rights (within the meaning of section 736A(2) of the Act) capable of being exercised at general meetings of such member.

6.11 The directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer which would otherwise be permitted under the foregoing provisions of this Article 6 if it is a transfer of a share on which the Company has a lien or of a share (not being a fully paid share) to a person of whom they

shall not approve. The directors may also refuse to register a transfer unless:-

- 6.11.1 it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer; and
- 6.11.2 it is in respect of only one class of shares; and
- 6.11.3 it is in favour of not more than four transferees.

The directors shall register a transfer of shares made pursuant to Articles 6.1 to 6.6 (inclusive) subject to the provisions of this Article 6.11. Regulation 24 of Table A shall not apply to the Company.

- 6.12 For the purpose of ensuring that a transfer of shares is permitted pursuant to the provisions of these Articles or that no circumstances have arisen whereby a transfer notice may be required to be given, 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 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. In any case where the directors have duly required by notice in writing a transfer notice to be given in respect of any shares and such transfer notice is not duly given within a period of thirty days from such notice such transfer notice shall be deemed to have been given at the end of the period of thirty days and such transfer notice shall be deemed to specify as the price per share the fair value of each share to be certified in accordance with Article 6.3 and the provisions of Articles 6.2 to 6.6 (inclusive) and Article 6.11 shall mutatis mutandis apply.
- 6.13 The provisions of Articles 6.1 to 6.8 (inclusive) may be waived in any particular case if all the members give their consent in writing.
- 6.14 If the fair value certified by the auditors pursuant to Article 6.3 is not acceptable to the proposing transferor then, notwithstanding any provisions to the contrary contained in Article 6 he shall be entitled save in the case where a transfer notice shall have been required to have been served pursuant to Article 6.8 to give a counter notice in writing to the directors within fourteen days of

the issue of such certificate electing to withdraw the transfer notice.

7. Transfer of shares

7.1 The directors shall, subject to Article 6.11 and notwithstanding the provisions of Articles 6.1 to 6.8 (inclusive) (which shall not apply to any such transfer as is mentioned in this Article 7.1) register the transfer of any shares:-

7.1.1 to a member of the family of a member or deceased member;

7.1.2 to any person or persons acting in the capacity of trustee or trustees of a trust created by a member (by deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any such transfer as aforesaid shall be registered pursuant to this Article 7 only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the member and members of his family and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the member or members of his family and also the directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the member or members of his family;

7.1.3 by the trustee or trustees of a trust to which Article 7.1.2 applies to any person beneficially interested under the trust being the member or a member of his family;

7.1.4 to the legal personal representatives of a deceased member where under the provisions of his will or the laws as to intestacy the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family of the deceased member and by the legal personal representatives of a deceased member to a member or members of the family of the deceased member;

7.1.5 to any other member of the Company.

7.2 For the purpose of Article 7.1:-

7.2.1 the word "member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former member in any case where the person concerned ceased to be

a member as a result of the creation of the relevant trust; and

7.2.2 the words "a member of the family of a member" shall mean the husband, wife, widow, widower, child and remoter issue (including child by adoption), parent (including adoptive parent), brother and sister (whether of the full or half blood and including a brother or sister related by adoption).

7.3 The provisions of Articles 6.1 to 6.8 (inclusive) shall not apply in the event of the Company purchasing its own shares in accordance with the provisions of the Act.

8 General meetings

The directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

9 Notice of general meetings

9.1 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and regulation 38 of Table A shall be modified accordingly. The words "or a resolution appointing a person as a director" and paragraphs (a) and (b) in regulation 38 of Table A shall be deleted and the words "in accordance with section 369(3) of the Act" shall be inserted after the words "if it is so agreed" in that regulation.

9.2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors, the appointment of and the fixing of the remuneration of the auditors, the giving or renewal of any authority in accordance with the provisions of section 80 of the Act.

9.3 Every notice convening a general meeting shall comply with the provisions of section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

10 Proceedings at general meetings

10.1 The words, "save that, if and for so long as the Company has only one person as a member, one member present in person or by proxy shall be a quorum" shall be added at the end of the second sentence of regulation 40 of Table A.

10.2 If a quorum is not present within half an hour from the

time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 41 of Table A shall not apply to the Company.

11

Votes of members

- 11.1 Regulation 54 of Table A shall not apply to the Company. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, every member shall have one vote for each share of which he is the holder.
- 11.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in regulation 57 of Table A.
- 11.3 A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.
- 11.4 For so long as either of P J Underhill and M W Lennock are members of the Company each of them shall have the following rights:-
  - 11.4.1 if at any general meeting a poll is duly demanded on a resolution to remove him from office as a director, to ten votes for each share of which he is the holder; and
  - 11.4.2 if at any general meeting a poll is duly demanded on a resolution to delete or amend or override or lead to the overriding of the provisions of this Article, or to adopt any other Article which gives more than one vote per share in respect of any such resolution as aforesaid, to ten votes for each share of which he is the holder if voting against such resolution.

12

Alternate directors

- 12.1 An alternate director shall be entitled to receive notice



of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. Regulation 66 of Table A shall not apply to the Company.

- 12.2 A director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present and the final sentence of regulation 88 shall not apply to the Company.
- 12.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 11.1 to be a director and 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. Regulation 69 of Table A shall not apply to the Company.

### 13 Appointment and retirement of directors

- 13.1 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.
- 13.2 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 13.3 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with regulation 64 of Table A as the maximum number of directors for the time being in force.

### 14 Disqualification and removal of directors

The office of a director shall be vacated if:-

- 14.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or

- 14.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- 14.3 he is, or may be, suffering from mental disorder and either:-
  - 14.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
  - 14.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 14.4 he resigns his office by notice to the Company; or
- 14.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated;

and regulation 81 of Table A shall not apply to the Company.

15 Gratuities and pensions

Regulation 87 of Table A shall not apply to the Company and the directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27(3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

16 Proceedings of the directors

- 16.1 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:-
  - 16.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
  - 16.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
  - 16.1.3 may or any firm or company of which he is a

member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;

16.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and

16.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 15.1.1 to 15.1.4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as aforesaid his vote shall be counted.

16.2 For the purposes of Article 15.1:-

16.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;

16.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and

16.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

16.3 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 communications 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 and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum

accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.

- 16.4 Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"

the following sentence:-

"Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service".

- 16.5 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company.

17 The seal

If the Company has a seal it shall be used only with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

18 Notices

- 18.1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope".
- 18.2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Regulation 115 of Table A shall not apply to the Company.
- 18.3 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the

posting of notices to addresses throughout the United Kingdom again becomes practicable.

19      Winding up

In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

20      Indemnity

20.1      Subject to the provisions of section 310 of the Act every director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.

20.2      The directors shall have power to purchase and maintain for any director, (including an alternate director) officer or auditor of the Company insurance against any such liability as is referred in section 310 (1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, (including as an alternate director) officer or auditor.

20.3      The directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in Article 19.2.

21.      Class Rights

21.1      Notwithstanding the provisions of section 125 of the Act the rights and privileges attaching to the deferred shares may be altered, varied, abrogated or modified by Special Resolution with or without the consent of any or all of the holders of the deferred shares.

21.2      For the avoidance of doubt nothing contained in these Articles or in section 125 of the Act shall require the holders of the deferred shares to consent to any change,

alteration, variation, abrogation or modification to the rights attaching to any other class of shares or to the variation of any of the provisions of these Articles.

22. Deferred Shares

The holders of the deferred shares from time to time in issue:-

- 22.1 shall subject to the Company having distributed by way of dividend to the holders of the other classes of shares not less than £10,000,000 in the relevant financial period be entitled as a class to an aggregate cash dividend of £1 to be apportioned (as nearly as may be) rateably to and between the holders of the deferred shares by reference to the amounts paid up or credited as paid thereon;
- 22.2 shall on a return of assets on liquidation, return of capital or otherwise be entitled to receive the sum of 1p per deferred share subject to the holders of the ordinary shares first having received the sum of £1,000 per ordinary share; and
- 22.3 shall have no rights (in that capacity) to receive notice of or attend or vote at General Meetings of the Company.

23. Convertible 'A' Ordinary Shares

- 23.1 The convertible 'A' ordinary shares will convert into a like number of ordinary shares on the exercise of any of the options contained in agreements (and such exercise being pursuant to clause 2.3 of any such agreement) made on 23 August 1994 pursuant to which Peter John Underhill and Mark William Lennock were granted options to acquire shares in the Company by each of Joseph Donald Harper, Rowland William Harper, Leonard Frank Harper, Fiona Jane Burton, Paul Vernon Harper, Clive Dean Harper, Godfrey Charles Harper and Alvin Joseph Harper (together "the Harpers") and the following provisions shall have effect:-
  - 23.1.1. forthwith after conversion takes effect the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of convertible 'A' ordinary shares and the Company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
  - 23.1.2 the ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the remaining ordinary shares in the capital of the Company;
- 23.2 Prior to the conversion of the convertible 'A' ordinary shares in accordance with Article 23.1 the holders of the convertible 'A' ordinary shares from time to time in issue:-

like number of ordinary shares on the exercise of any of the options contained in agreements (and such exercise being pursuant to clause 2.3 of any such agreement) made on 23 August 1994 pursuant to which the Company was granted options to acquire shares in the Company by each of the Harpers and the following provisions shall have effect:-

- 24.1.1. forthwith after conversion takes effect the holders of the ordinary shares resulting from the conversion shall send to the Company the certificates in respect of their respective holdings of convertible 'B' ordinary shares and the Company shall issue to such holders respectively certificates for the ordinary shares resulting from the conversion;
  - 24.1.2 the ordinary shares resulting from the conversion shall rank from the date of conversion *pari passu* in all respects with the remaining ordinary shares in the capital of the Company.
- 24.2 Prior to conversion of the convertible 'B' ordinary shares in accordance with Article 24.1 the holders of the convertible 'B' ordinary shares from time to time in issue:-
- 24.2.1 shall subject to the Company having distributed by way of dividend to the holders of other classes of shares not less than £10,000,000 in the relevant financial period be entitled as a class to an aggregate cash dividend of £1 to be apportioned (as nearly as may be) rateably to and between the holders of the convertible 'B' ordinary shares by reference to the amounts paid up or credited as paid thereon;
  - 24.2.2 shall on a return of assets on liquidation, return of capital or otherwise be entitled to receive the sum of 1p per convertible 'B' ordinary shares subject to the holders of the ordinary shares first having received the sum of £1,000 per ordinary share; and
  - 24.2.3 shall have no rights (in that capacity) to receive notice of or attend or vote at General Meetings of the Company.
- 24.3 24.3.1 Subject to the provisions of the Act the convertible 'B' ordinary shares may be redeemed in whole at the option of the holders thereof or the Company at any time after the earlier of:-
- 24.3.1.1 the day immediately following conversion of the convertible 'A'

- 23.2.1 shall subject to the Company having distributed by way of dividend to the holders of the other classes of shares not less than £10,000,000 in the relevant financial period be entitled as a class to an aggregate cash dividend of £1 to be apportioned (as nearly as may be) rateably to and between the holders of the convertible 'A' ordinary shares by reference to the amounts paid up or credited as paid thereon;
- 23.2.2 shall on a return of assets on liquidation, return of capital or otherwise be entitled to receive the sum of 1p per convertible 'A' ordinary share subject to the holders of the ordinary shares first having received the sum of £1,000 per ordinary share; and
- 23.2.3 shall have no rights (in that capacity) to receive notice of or attend or vote at General Meetings of the Company.
- 23.3 23.3.1 Subject to the provisions of the Act the convertible 'A' ordinary shares may be redeemed in whole at the option of the holders thereof or the Company at any time after the earlier of:-
- 23.3.1.1 the day immediately following conversion of the convertible 'B' ordinary shares in accordance with Article 24.1; or
- 23.3.1.2 24th August 1999
- on the service of written notice to that effect, in the case of the Company by it on the holder or holders (as appropriate) of the convertible 'A' ordinary shares or in the case of the holder of convertible 'A' ordinary shares by he, she or it on the Company, and the redemption of the shares comprised in the said notice shall be deemed to take effect 14 days after the service of the said notice ("the date fixed for redemption").
- 23.3.2 On the date fixed for redemption the Company shall pay to each registered holder of convertible 'A' ordinary shares the amount payable in respect of such redemption and upon receipt of that amount each such holder shall surrender to the Company the certificate for his shares which are to be redeemed in order that they may be cancelled.
- 23.3.3 The Company shall pay on each of the convertible 'A' ordinary shares so redeemed the sum of £1.00.

## 24. Convertible 'B' Ordinary Shares

- 24.1 The convertible 'B' ordinary shares will convert into a



ordinary shares in accordance with  
Article 23.1; or

24.3.1.2 24th August 1999

on the service of written notice to that effect, in the case of the Company by it on the holder or holders (as appropriate) of the convertible 'B' ordinary shares or in the case of the holder of convertible 'B' ordinary shares by he, she or it on the Company, and the redemption of the shares comprised in the said notice shall be deemed to take effect 14 days after the service of the said notice ("the date fixed for redemption").

24.3.2 On the date fixed for redemption the Company shall pay to each registered holder of convertible 'B' ordinary shares the amount payable in respect of such redemption and upon receipt of that amount each such holder shall surrender to the Company the certificate for his shares which are to be redeemed in order that they may be cancelled.

24.3.3 The Company shall pay on each of the convertible 'B' ordinary shares so redeemed the sum of £1.00.

