

No. of Company 1923443

The Companies Acts 1948 to 1981  
at

The Companies Act 1985

COMPANY LIMITED BY SHARES

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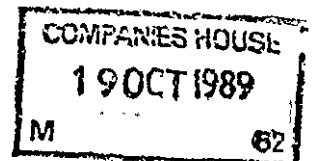
# Memorandum and Articles of Association of

RITZ PRODUCTS (U.K.) LIMITED

(Incorporated the 18th day of June 1985)

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Jordan & Sons Limited  
Company Formation and Information Services  
and Publishers  
15 Pembroke Road  
Bristol BS99 7DX  
Telephone 0272-732861 Telex 449119



THE COMPANIES ACTS 1948 to 1981

and

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

RITZ PRODUCTS (U.K.) LIMITED

(As altered by Special Resolution passed on the 6th day of August 1985)

1. \*The name of the Company is "RITZ PRODUCTS (U.K.) LIMITED".

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are:-

(A) (i) To sell market promote advertise manufacture franchise or otherwise deal in or provide products or services of all kinds and in association with the name "Ritz".

(ii) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers agents and representatives, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehouseman, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.

\* The name of the Company was changed from "NESTCHARM LIMITED", on the 6th day of August, 1985.

(B) To carry on any other trade or business whatsoever which can, in the opinion of the Board of Directors, be conveniently or advantageously carried on by the Company in connection with or as ancillary to any business which the Company is authorised to carry on or which may seem to the Board of Directors calculated directly or indirectly to benefit the Company or to enhance the value of or render profitable any of the Company's activities, properties or rights.

(C) To purchase, take on, lease or in exchange, hire or otherwise acquire, develop, hold for and dispose of any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent-rights, licences, secret processes, data, know-how, machinery plant, stock-in-trade, and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof, and to acquire and operate all types of machinery, equipment, vehicles, craft and vessels required for the purposes or in connection with the Company's business.

(D) To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit, and to enter into any guarantee, contract or otherwise, and in particular but without limiting the generality of the foregoing to guarantee the payment of any money secured by or payable under or in respect of any shares, debentures, charges, contracts or securities or obligations of any kind of any person, firm, authority or company, British or foreign, including in particular but without limiting the generality of the foregoing, any company which is (within the meaning of Section 736 of the Companies Act, 1985 or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of any such holding company, and to give or to agree to give any indemnity against or in respect of or in relation to any contract, obligation, debt or liability of any nature whatsoever which may be entered into or owing or incurred by any such person, firm, authority or company as aforesaid including in particular but without limiting the generality of the foregoing any contract, obligation, debt or liability entered into or owing or incurred by any company which is (within the meaning of the said Section 736 or any statutory re-enactment or modification thereof) in relation to the Company a subsidiary or a holding company or a subsidiary of such holding company, or entered into with or owing to or in favour of any customer of or person dealing in any way with any such company as aforesaid, or entered into or incurred at the request of or for the benefit of, or in connection with the activities of, any such company as aforesaid, and for any of the purposes aforesaid to mortgage or charge the undertaking and all or any part of the property and assets of the Company both present and future, including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.

(E) To mortgage and charge the undertaking and all or any of the real or personal property and assets, present or future, and all or any of the uncalled capital for the time being of the company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or

debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company or a trust deed or other assurance.

(F) To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or other persons or corporations having dealings with the Company, or in whose business or undertakings the Company is interested, whether directly or indirectly.

(G) To receive money on deposit or loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of customers and others.

(H) To make advances to customers and others with or without security, and upon such terms as the Company may approve, and generally to act as bankers for customers and others.

(I) To establish and maintain or procure the establishment and maintenance of any non-contributory or contributory pension, provident or superannuation funds for the benefit of, and to 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 any such other company as aforesaid or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested and the wives, widows, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition, or for any public general or useful object, and to do any of the matters aforesaid either alone or in conjunction with any such other company as aforesaid.

(J) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(K) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments or securities and in such manner as may from time to time be determined.

(L) To pay for any property or rights acquired by the Company, either in cash or fully or partly paid-up shares, with or without preferred or deferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or by any securities which the Company has the power to issue, or partly in one mode and partly in another, and generally on such terms as the Company may determine.

(M) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(N) To enter into any partnership or joint-purse arrangement or arrangements for sharing profits, union of interests or co-operation with any company, firm or person carrying on or proposing to carry on the business within the objects of this Company, and to acquire and hold, sell, deal with or dispose of shares, stock or securities of any such company, and to guarantee the contracts or liabilities of, or the payment of the dividends, interest or capital of any shares stock or securities of and to subsidise or otherwise assist any such company.

(O) To establish or promote or concur in establishing or promoting any other company whose objects shall include the acquisition and taking over of all or any of the assets and liabilities of this Company or the promotion of which shall be in any manner calculated to advance directly or indirectly the objects or interest of this Company, and to acquire and hold or dispose of shares, stock or securities of and guarantee the payment of the dividends interest or capital of any shares, stock or securities issued by or any other obligations of any such company.

(P) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company carrying on any business which this Company is authorised to carry on.

(Q) To sell, improve, manage, develop turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(R) To amalgamate with any other company whose objects are or include objects similar to those of this Company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any such other company as aforesaid, with or without winding up, or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any such other company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner.

(S) 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.

(T) 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 in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

(U) To do all such other things as are incidental or conducive to the above objects or any of them.

And it is hereby declared that the word "company", save where used in reference to this Company in this clause, shall be deemed to include any partnership or other body or persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere.

The objects set forth in any sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except when the context expressly so requires, be in any way limited to or restricted by reference to or inference from any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or by the name of the company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the company shall have full power to exercise all or any of the powers and to achieve or to endeavour to achieve all or any of the objects conferred by and provided in any one or more of the said sub-clauses.

4. The liability of the Members is limited.

5. \*The share capital of the Company is £610,000 divided into 610,000 shares of £1 each.

\* The share capital of the Company was increased from £100 to £250,000 by Ordinary Resolution passed on the 6th day of August 1985.

\* The share capital of the Company was further increased from £250,000 to £610,000 by Ordinary Resolution passed on 12th September 1989.

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 opposite our respective names.

Names, addresses and descriptions of Subscribers	Number of shares taken by each Subscriber
--------------------------------------------------	-------------------------------------------

Michael Richard Counsell,  
15, Pembroke Road,  
Bristol. BS99 7DX  
Commercial Manager.

- One

Christopher Charles Hadler,  
15, Pembroke Road  
Bristol. BS99 7DX  
Commercial Manager.

- One

Dated this 1st day of May, 1985.

Witness to the above Signatures:- Errol Sandiford,  
15, Pembroke Road  
Bristol. BS99 7DX  
Clerk.

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

RITZ PRODUCTS (U.K.) LIMITED

(Adopted by Special Resolution passed on the 6th day of August 1985)

(Amended by Ordinary Resolution passed on 12th September 1989)

PRELIMINARY

1. Subject as hereinafter provided, the regulations contained in Table A (as amended from time to time) in the Schedule to the Companies (Tables A to F) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company.

2. (a) Regulations 3, 24, 40, 41, 50, 54, 56, 62, 65-69 inclusive, 72, 73-77 inclusive, 80, 81, 84, 87, 89, 90 and 91 of Table A, shall not apply to the Company.

(b) Clause 1 of Table A shall apply to the construction of these Articles save that "the Act" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.

SHARES

3. (a) The Shares shall be under the control of the Directors and the Directors may allot any relevant securities (as defined by Section 80(2) of the Act) of the Company to a nominal amount of £249,998\* (being the amount of the existing authorised unissued share capital of the Company at the date of the adoption of these Articles) in accordance with the provisions of these Articles.

(b) The general authority conferred by Article 3 hereof shall extend to all relevant securities of the Company from time to time unissued during the currency of such authority. The said general authority shall expire on the fifth anniversary of the date of the adoption of these Articles unless varied or revoked or renewed by the Company in General Meeting.

(c) The Directors shall be entitled under the general authority conferred by Article 3 hereof to make at any time before the expiry of such authority any offer or agreement which will or may require securities to be allotted after the expiry of such authority.

(d) Subject always to the provisions of Article 5 below, Section 89(1) of the Act shall not apply to any allotment of shares in the Company.

\* By Ordinary Resolutions passed on 12th September 1989 the authorised share capital of the Company was increased to £610,000 and the Directors were authorised, pursuant to s.80, Companies Act 1985, to allot relevant securities (as defined in that Act) to a maximum amount of £360,000 within a five year period therefrom.



4. (a) The share capital of the Company is £610,000 divided into 305,000 "A" Ordinary Shares of £1 each and 305,000 "B" Ordinary Shares of £1 each.

(b) The "A" Ordinary Shares and the "B" Ordinary Shares shall be separate classes of shares but save as herein expressly provided shall rank pari passu in all respects.

5. (a) Save as the holders of the "A" Ordinary Shares and the holders of the "B" Ordinary Shares shall otherwise agree in writing all new shares created upon any increase of capital and any issue of unissued shares shall consist of such number of "A" Ordinary Shares and "B" Ordinary Shares as reflects the proportion as nearly as may be in which the "A" Ordinary Shares and the "B" Ordinary Shares were held prior to such issue.

(b) Upon any issue of shares the Directors shall first offer the "A" Ordinary Shares to be issued to the holders for the time being of the existing issued "A" Ordinary Shares and if such offer shall not be fully accepted within twenty-one days of the making thereof or on the receipt of an intimation from the Member concerned that he declines to accept such offer in full the Directors shall thereupon offer any remaining "A" Ordinary Shares to be issued to the holders for the time being of the existing "B" Ordinary Shares. If such last mentioned offer shall not be fully accepted within twenty-one days from the making thereof the Directors may allot or otherwise dispose of the remaining unissued "A" Ordinary Shares as they may in their discretion think fit subject always to compliance with paragraph (a) of this Article.

(c) The provisions of paragraph (b) of this Article shall also apply to any issue of "B" Ordinary Shares save that references to "A" Ordinary Shares shall be construed as references to "B" Ordinary Shares and references to "B" Ordinary Shares shall be construed as references to "A" Ordinary Shares.

6. The lien conferred by Clause 8 of Table A shall attach to fully paid shares and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of two or more joint holders.

#### NOTICES

7. Every notice calling 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 all notices and other communications relating to a General Meeting which any member is entitled to receive shall also be sent to the Auditors for the time being of the Company.

#### RESOLUTIONS

8. With respect to any such resolution in writing as is referred to in Regulation 53 of Table A:-

(i) in the case of joint holders of a share the signature of any one of such joint holders shall be sufficient for the purposes of Regulation 53;

(ii) in the case of a corporation which holds a share, the signature of any director or the secretary thereof shall be sufficient for the purposes of Regulation 53.

## TRANSFERS

9. The instrument of transfer of a share may be in any usual form or in any other form which the directors may approve and shall be executed by or on behalf of the transferor and, unless the share is fully paid, by or on behalf of the transferee.

10. (a) The Directors shall register a transfer made in accordance with the provisions of Articles 11, 12 and 13 below and pursuant to the agreement of all the members for the time being.

(b) Subject to the provisions of Article 10(a) above the Directors may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share.

11. (A) For the purpose of this Article:-

(a) the word "company" includes any body corporate;

(b) the expression "a Member of the same Group", in relation to any company, means any other company which is for the time being a holding company of such company or a subsidiary of such company or a subsidiary of a holding company of such company. The expressions "holding company" and "subsidiary" have the meanings ascribed to them respectively by Section 736 of the Act but on the basis that Section 736(1)(a)(i) is deleted and the word "all" is substituted for the words "more than half" in Section 736(1)(a)(ii);

(c) the expression "Transferor Company" means a company (other than a Transferee Company) which has transferred or proposes to transfer shares to a Member of the same Group;

(d) the expression "Transferee Company" means a company for the time being holding shares in consequence, directly or indirectly, of a transfer or series of transfers of shares between Members of the same Group (the relevant Transferor Company in the case of a series of such transfers being the first transferor in such series);

(e) the expression "the Relevant Shares" means and includes (so far as the same remain for the time being held by any Transferee Company) the shares originally transferred to such Transferee Company and any additional shares issued to such Transferee Company by way of capitalisation or acquired by such Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.

(B) Any shares may at any time be transferred:-

(i) by any Member being a company to a Member of the same Group as the Transferor Company; and

(ii) to any person with the consent in writing of all other Members of the Company.

(C) If a Transferee Company ceases to be a Member of the same Group of which the Transferor Company from which (whether directly or by a series of transfers under paragraph (B)(i) above) the Relevant Shares were derived was a Member at the time the Relevant Shares were so derived, it shall be the duty of the Transferee Company forthwith to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are thereupon transferred to a Member of such Group any such transfer being deemed to be authorised under the foregoing provisions of this Article) the Transferee Company shall be deemed on the happening of such event to have given notice to the Company indicating its desire to dispose of the Shares.

12. (a) For the purposes of this Article:-

(i) the expression a "Proposing Transferor" means a company, person or persons proposing to dispose of shares;

(ii) the expression a "Transfer Notice" means a written notice served by a Member on the Company indicating his desire to dispose of shares;

(iii) the expression a "Permitted Transfer" means a transfer of shares expressly authorised by Article 11;

(iv) the expression "the Prescribed Price" means the price per share specified in the Transfer Notice;

(v) the expression a "Purchaser" means a Member who has indicated to the Company his willingness to purchase shares comprised in a Transfer Notice.

(b) Except in the case of a Permitted Transfer, no transfer sale or disposal of any shares or any interest in shares or any rights attaching thereto shall be made except that a transfer of all but not part of the shares (together with all interests therein and rights attaching thereto) held by a Member may be made subject to the restrictions and provisions contained in this Article 12.

(c) Before transferring his shares the Proposing Transferor shall serve a Transfer Notice on the Company and the Transfer Notice shall constitute the Company his agent for the sale of such shares at the Prescribed Price to any Member or Members and shall not be revocable except with the consent of the Directors.

(d) Such shares shall within 14 days following receipt of the Transfer Notice be offered by the Company to each Member (other than the Proposing Transferor) for purchase at the Prescribed Price on terms that in the case of competition the shares so offered shall be sold to the Members accepting the offer in proportion (as nearly as may be and without increasing the number sold to any Member beyond the number applied for by him) to their existing holding of shares. All such offers of shares shall be made by notice in writing and every such offer shall limit a time (not being less than 30 days) within which the offer must be accepted or in default will be deemed

to have been declined. It is hereby declared for the avoidance of doubt that any Member to whom shares are offered in accordance with this Article shall be at liberty to accept some but not all of the shares so offered.

(e) If the Company shall within the periods limited for acceptance find a Purchaser or Purchasers willing to purchase all of the shares concerned, it shall give notice in writing thereof to the Proposing Transferor and he shall be bound upon payment of the Prescribed Price to transfer such shares to the respective Purchasers thereof. Every such notice shall state the name and address of each purchaser and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and at a time to be appointed by the Directors but in any event not later than fourteen days after the expiry of the said time limited prescribed under paragraph (d) above.

(f) If in any case a Proposing Transferor after having become bound to transfer any shares to a Purchaser shall make default in transferring the shares, the Directors shall authorise some person to execute on behalf of and as attorney for the Proposing Transferor any necessary transfers and shall receive the purchase money and will thereupon cause the name of the Purchaser to be entered in the Register as the holder of the shares and hold the purchase money in trust for the Proposing Transferor. A receipt of the Company for the purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application thereof and after the name of the Purchaser has been entered in the Register in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

(g) If the Company shall not within the periods limited for acceptance find Purchasers willing to purchase all of the shares concerned the Directors shall confirm their inability to the Proposing Transferor in writing within 7 days after the expiration of such period and the Transfer Notice shall, if the Proposing Transferor so elects in writing at any time within 28 days after the Directors have so confirmed their inability to him in writing, be deemed to be withdrawn in respect of all his shares and the Proposing Transferor shall at any time within three months after the Directors have so confirmed their inability to him in writing be at liberty to transfer all such shares to any person not being a Member by way of bona fide sale at any price (hereinafter in this Article called the "Third Party Price") not being less than the Prescribed Price. The Directors before registering any such transfer may require evidence that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever or howsoever made to the Purchaser. A statutory declaration by an officer of the Proposing Transferor to that effect shall be deemed to be conclusive evidence for this purpose.

13. No share and no interest in or rights attaching to any share shall be held by any Member as a bare nominee for or sold or disposed of to any person unless a transfer of such share to such person would rank as a Permitted Transfer. If the foregoing provisions shall be infringed such Member shall be deemed to have given a Transfer Notice in respect thereof.

(a) Wherever in accordance with these Articles a Transfer Notice shall be deemed to have been given the Prescribed Price for each share deemed to be comprised in such Transfer Notice shall be calculated by dividing the Net Asset Value as shown in the last audited consolidated balance sheet of the Company by the total number of issued shares (such sum being rounded down to the nearest penny) ("the Net Asset Price"). For the purposes of this Article Net Asset Value means:-

(i) the amount paid up or credited as paid up on the issued share capital of the Company;

(ii) plus the amount standing to the credit or minus the amount standing to the debit of the consolidated reserves of the Company; less

(iii) a deduction for goodwill or other intangible assets (if any) as that expression is understood by the accounting profession

provided that any Member other than the Member deemed to have served the Transfer Notice may, by notice in writing served on the Company, within 14 days following the date on which such shares are offered by the Company pursuant to Article 12(d), require the Company to procure the Auditors for the time being of the Company to certify in writing as soon as possible what in their opinion would be a fair price for such shares in the open market as between a willing vendor and a willing purchaser. Upon such certification the Prescribed Price for such shares shall be deemed to be whichever is the lesser of the price so certified and the price ascertained by reference to the Net Asset Value and the time limit before which the offer of such shares by the Company would otherwise be deemed to have been declined in accordance with Article 12(d) shall be deemed to have been extended by 14 days. In so certifying, the said Auditors shall be acting as experts and not as arbitrators and the cost of such certification by the Auditors shall be borne by the member deemed to have served the said Transfer Notice.

(b) For the purpose of ensuring that a transfer of shares is a Permitted Transfer or that no circumstances have arisen whereby a Transfer Notice ought or is deemed to have been given hereunder the Directors may from time to time require any 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. If such information or evidence discloses that a Transfer Notice ought or is deemed to have been given in respect of any shares the Directors may by notice in writing require or confirm that a Transfer Notice be or has been given in respect of the shares concerned.

(c) In any 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 lodged) be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine.

#### PROCEEDINGS AT GENERAL MEETINGS

14. No business shall be transacted at any General Meeting unless a quorum is present. Two Members present (of whom one shall be or represent a holder of "A" Ordinary Shares and one of whom shall be or represent a holder of "B" Ordinary Shares) shall be a quorum for all purposes.

15. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present the meeting shall stand dissolved.

16. It shall not be necessary to give any notice of an adjourned meeting and Clause 45 of Table A shall be construed accordingly.

17. A poll may be demanded by any Member present in person or by proxy and Clause 46 of Table A shall be modified accordingly.

18. (a) On a show of hands every Member who is present in person shall have one vote and on a poll every Member shall have one vote for every £1 in nominal amount of the "A" Ordinary Shares of which he is the holder and one vote for every £1 in nominal amount of the "B" Ordinary Shares of which he is the holder provided that:-

(i) no "A" ordinary Shares shall confer any right to vote upon a resolution for the removal from office of a "B" Director;

(ii) no "B" Ordinary Shares shall confer any right to vote upon a resolution for the removal from office of an "A" Director;

(iii) if at any meeting any holder of any "A" Ordinary Shares is not present in person or by proxy the votes exercisable on a poll in respect of the "A" Ordinary Shares held by Members present in person or by proxy shall be pro tanto increased so that such "A" Ordinary Shares together entitle such Members to the same aggregate number of votes as could be the case in respect of all the "A" Ordinary Shares if all the holders thereof were present; and

(iv) the provisions of sub-paragraph (iii) of this Article shall apply to the votes exercisable on a poll in respect of "B" Ordinary Shares except that references to "A" Ordinary Shares shall be construed as references to "B" Ordinary Shares.

(b) The Chairman of a general meeting shall not be entitled to a second or casting vote.

#### DIRECTORS

19. The number of Directors shall be not less than two.

20. (a) The holders of a majority of the "A" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by

them and left at or sent by registered post to the registered office for the time being of the Company to appoint three Directors and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be an "A" Director. The holders of a majority of the "B" Ordinary Shares for the time being issued shall be entitled by notice in writing signed by them and left at the registered office for the time being of the Company to appoint three Directors and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in the place of the Director so removed or in the place of any Director vacating office in any way and originally so appointed by them. Any Director so appointed shall be a "B" Director. Any notice given pursuant to this paragraph of this Article shall take effect immediately upon delivery to the registered office of the Company.

(b) Every Director appointed pursuant to this Article shall hold office until he is either removed or dies or vacates office pursuant to Article 28 and (subject to the provisions of Section 303 of the Act) neither the Company in General Meeting nor the Directors shall have power to fill any such vacancy but the provisions of this Article may be relaxed or varied to any extent by agreement in writing between the holders of a majority of the "A" Ordinary Shares for the time being issued and the holders of a majority of the "B" Ordinary Share for the time being issued.

(c) Any Director appointed pursuant to this Article shall be at liberty from time to time to make such disclosures to the shareholder (and where such shareholder is a corporation to its holding company or any of the subsidiary companies of such holding company) appointing him as to the business and affairs of the Company as he shall in his absolute discretion determine.

(d) Except in manner provided by this Article and Article 21 below no person shall be appointed to fill any vacancy occurring in the office of Director and neither the Company in general meeting nor the Directors shall have power to fill any such vacancy.

21. The holders of all the "A" Shares and all the "B" Shares may jointly from time to time by notice in writing signed by them and left at or sent by registered post to the registered office for the time being of the Company appoint full time employees of the Company as Directors and by like notice to remove any Director so appointed and at any time and from time to time by like notice to appoint any other person to be a Director in place of the Director so removed or in the place of or in addition to any Director appointed under this Article. Any Director appointed under this Article shall be an Executive Director for the purposes of Article 34.

22. A Director need not hold any shares of the Company to qualify him as a Director but he shall be entitled to receive notice of and attend at all General Meetings of the Company and at all separate General Meetings of the holders of any class of shares in the Capital of the Company.

23. If any Director shall be called upon to perform extra services or to make special exertions for any of the purposes of the Company the Company may remunerate the Director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by a resolution passed at a Board Meeting of the Directors of the Company, and such remuneration may be either in addition to or in substitution for any other remuneration to which he may be entitled as a Director.

24. In Regulation 78 of Table A the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted and in Regulation 79 of Table A the second and third sentences thereof shall be deleted.

25. A Director shall be entitled to vote as a Director in regard to any contract or arrangement in which he is interested, or upon any matter arising thereout, and if he does so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. Regulations 94 to 98 (inclusive) of Table A shall not apply to the Company.

26. Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

27. The Directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any Director who has held any other salaried office or place of profit with the Company or on his death to his widow or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

28. The Office of Director shall be vacated if the Director:-

(a) becomes bankrupt or makes any arrangement or composition with his creditors generally; or

(b) becomes prohibited from being a Director by reason of any order made under Section 295 of the Act; or

(c) in the opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director; or

(d) resigns his office by notice in writing to the Company; or

(e) is removed from office under Article 20 or 21.

29. (a) Any Director may by writing under his hand appoint any other person to be his alternate and every such alternate shall (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him) be entitled to receive notices of all meetings of the Directors and, in the absence from the Board of the Director appointing him, to attend and vote at meetings of the Directors and to exercise all the powers, rights, duties and authorities of the Director appointing him. A Director may



at any time revoke the appointment of an alternate appointed by him, and subject to such approval as aforesaid appoint another person in his place, and if a Director shall die or cease to hold the office of Director the appointment of his alternate shall thereupon cease and determine. An alternate Director shall not be counted in reckoning the maximum number of Directors allowed by the Articles of Association for the time being. A Director acting as alternate shall have an additional vote at meetings of Directors for each Director for whom he acts as alternate but he shall count as only one for the purpose of determining whether a quorum be present.

(b) Every person acting as an alternate Director shall be an officer of the Company, and shall alone be responsible to the Company for his own acts and defaults, and he shall not be deemed to be the agent of or for the Director appointing him. The remuneration of any such alternate Director shall be payable out of the remuneration payable to the Director appointing him, and shall consist of such portion of the last-mentioned remuneration as shall be agreed between the alternate and the Director appointing him.

30. The quorum necessary for the transaction of the business of the Directors shall be two, of whom one shall be an "A" Director and one a "B" Director. A meeting of the Directors at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the Directors.

31. The first Chairman of the Board shall be nominated by the B Shareholders and such nominee shall remain as Chairman until the conclusion of the first Annual General Meeting of the Company. Thereafter the Chairman of the Company shall be nominated by the A and B Shareholders in turn such nominee to be Chairman until the conclusion of the next Annual General Meeting.

32. (a) The Directors may delegate any of their powers to committees upon which both the "A" Directors and "B" Directors shall be represented. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed by the Directors.

(b) The meeting and proceedings of any such committee shall be governed by the provisions of these presents regulating the meetings and proceedings of the Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under the last preceding paragraph of the Article.

33. The Directors may from time to time appoint one or more of their body to hold any executive office in the management of the business of the Company including the office of Managing or Joint Managing or Deputy or Assistant Managing Director as the Directors may decide for such fixed term or without limitation as to period and on such terms as they think fit and a Director appointed to any executive office shall (without prejudice to any claim for damages for breach of any Service Contract between him and the Company) if he ceases to hold the office of Director from any cause ipso facto and immediately cease to hold such executive office.

34. Questions arising at any meeting of Directors shall be determined by a majority of votes, whether such majority shall

consist of a whole or a fraction of a vote. For this purpose fractions of a vote shall be taken into account and in the case of an equality of votes the Chairman of the Board of Directors shall not have a casting vote. Clause 88 of Table A shall be modified accordingly. On each occasion of the Directors exercising their votes the "A" Directors shall have three votes and the "B" Directors shall have three votes such votes to be divided equally between such "A" Directors and "B" Directors respectively as are present and voting at the Board meeting. The Executive Directors shall not have a vote.

35. The following proviso shall be added to Clause 110 of Table A: "provided that the resulting shares distributed to the holders of the "A" Ordinary Shares shall be "A" Ordinary Shares and those distributed to the holders of the "B" Ordinary Shares be "B" Ordinary Shares and provided further that all new shares shall be issued in accordance with Article 5.

#### CORPORATIONS ACTING BY REPRESENTATIVES AT MEETINGS

36. Any one of the Directors or the Secretary for the time being of any corporation which is a member of the Company, or any other person appointed by resolution of the Directors or other governing body of such corporation, may (subject to the Articles of Association of that corporation) act as its representative at any meeting of the Company or any class of members of the Company and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

Any one of the Directors or the Secretary for the time being of the Company or any other person appointed by resolution of the Directors or other governing body of the Company may act as its representative at any meeting of any corporation of which the Company is a member or of any class of members of such corporation and the person so authorised shall be entitled to exercise the same powers on behalf of the Company as the Company could exercise if it were an individual member of that corporation.

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Names, addresses and descriptions of Subscribers

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Michael Richard Counsell,  
15, Pembroke Road,  
Bristol. BS99 7DX.  
Commercial Manager.

Christopher Charles Hadler,  
15, Pembroke Road,  
Bristol. BS99 7DX.  
Commercial Manager.

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Dated this 1st day of May, 1985.

Witness to the above Signatures.- Errol Sandiford,  
15, Pembroke Road,  
Bristol. BS99 7DX.  
Clerk.