

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
OF
CITY CENTRE LEISURE (HOLDINGS) LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the articles hereinafter contained shall be the regulations of the Company.

(b) Regulations 41 to 64, 73 to 80, 87, 94 to 97 and 118 of Table A shall not apply to the Company.

(c) In these articles unless the context otherwise requires the following expressions shall have the following meanings:-

"the Act" means the Companies Acts 1985 to 1989 including any statutory modification or re-enactment thereof for the time being in force;

"A Directors" means any Director appointed to the board of directors of the Company at the request of Apollo at the date of adoption of these articles or from time to time.

"Apollo" means Apollo Leisure (UK) Limited a company registered in England and Wales under number 1444368 the registered office of which is at Grehan House, Garsington Road, Cowley, Oxford, OX4 5NQ;

"articles" means the articles of association of the Company;

"A Shares" means the 28,430 A ordinary shares of £1 each in the capital of the Company;

"Auditors" means the auditors of the Company from time to time;

"associated company" mean any company which is the holding company or a subsidiary of Apollo or a subsidiary of any such holding company;

"B Directors" means any Director appointed to the board of directors of the Company at the request of Roger Martin Bottomley and Keith Reginald Milsom (acting together) at the date of adoption of these articles or from time to time;



"B Shares" means the 28,320 B ordinary shares of £1 each in the capital of the Company;

"Chairman" means the chairman of the board of Directors;

"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;

"Director" means any director for the time being of the Company including where applicable an alternate Director;

"Group" means the Company and its subsidiaries and any company which becomes a subsidiary or subsidiary undertaking of the Company at any time after the date hereof or any one or more of them;

"Member" means any holder for the time being of the Shares;

"Permitted Transfers" means any transfer of any share which is permitted in accordance with the provisions of article 17;

"secretary" means 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" means a share in the capital of the Company;

"Shareholders Agreement" means the shareholders agreement relating to the Company entered into between (1) Roger Martin Bottomley and Others (2) Walbrook Trustees (Jersey) Limited (3) The Minority Shareholders (as defined therein) (4) Apollo and (5) the Company;

"transfer" means any transfer, sale, charge, mortgage, encumbrance, declaration of trust or other disposal of any share, or any interest in any share, in the capital of the Company;

Words importing the masculine gender include the feminine gender.

Words importing persons include bodies corporate and unincorporated associations.

Words importing the singular shall, where the context so admits, include a reference to the plural and vice versa.

Subject as aforesaid any words or expressions defined in the Act shall (if not inconsistent with the subject or context) bear the same meaning in these articles.

Reference to any act, statute or statutory provision shall include any statutory

modification, amendment or re-enactment thereof.

A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of these articles and a special resolution shall be effective for any purpose for which an extraordinary resolution is expressed to be required under any provision of these articles.

SHARE CAPITAL

2.(a) The authorised share capital of the Company at the date of adoption of these articles is £56,750 divided into 28,430 A Shares and 28,320 B Shares which shall, save as otherwise set out in these articles, rank *pari passu* in all respects.

(b) Each of the A Shares and B Shares shall constitute separate classes of shares.

ALLOTMENT OF SHARES

3.(a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion 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 and 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, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms of which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) In accordance with Section 91(1) of the Act Sections 89(1) and 90(1) to (5) (inclusive) of the Act shall not apply to the Company.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company has at the adoption of these Articles at any time or times during the period of five years from the date of adoption of these articles and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of any offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

(e) Subject to the provisions of the Act, the Company may:-

- (i) issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the holder, on such terms and in such manner as may be set out in these articles (as amended from time to time) or (as to the date on or by which or the dates between which the shares are to be or may be redeemed) as may be determined by the Directors prior to the date of issue;
- (ii) purchase its own shares (including any redeemable shares) or enter into such agreement (contingent or otherwise) in relation to the purchase of its own shares on such terms and in such manner as may be approved by such ordinary or special resolution as may be required by the Act;
- (iii) to the extent permitted by section 171 of the Act, make a payment in respect of the redemption or purchase of any of its own shares (including any redeemable shares) otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares.

SHARES

4. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also 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 or two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

5. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

6.(a) 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

Clause 38 in Table A shall be modified accordingly.

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 accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) 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 appointment 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.

(c) A resolution in writing executed by all the Members of the Company entitled to receive notice of and to attend and vote at a general meeting or by their duly appointed proxies or attorneys:-

- (i) shall be as valid and effectual as if it had been passed at a general meeting of the Company duly convened and held; and
- (ii) any such resolution in writing may be contained in one document or in several documents in the same terms each executed by one or more of the Members or their proxies or attorneys and execution in the case of a body corporate which is a Member shall be sufficient if made by a director thereof or by its duly authorised representative.

7.(a) Clause 40 in Table A shall be read and construed as if the words "at the time when the meeting proceeds to business" were added at the end of the first sentence.

(b) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall be 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 time to time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

8.(a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number of Directors shall be six and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions of Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person other than an A Director or a B Director shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with the notice executed by that person of his willingness to be appointed.

(e) A Director or alternate Director shall not require any share qualification and any Director or alternate Director who is not a member of the Company shall nevertheless be entitled to receive notices of and attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares of the Company.

(f) A person may be appointed as Director notwithstanding that he shall have attained the age of seventy years or any other age and no Director shall be liable to vacate office by reason of his attaining that or any other age, nor shall special notice be required of any resolution appointing or approving the appointment of such a Director or any notice be required to state the age of the person to whom such resolution relates.

(g) Notwithstanding any rule of law or equity to the contrary, a Director who has been appointed to the board by a Member or class of Members pursuant to these articles or any agreement between all the Members from time to time to represent the interests of that Member or class of Members shall not be taken to be in breach of his fiduciary duty to act in the best interest of the Company by reason only that, in the performance of his duties and the exercise of his powers, he has regard to the interests and acts upon the wishes of that Member or class of Members unless no honest and reasonable director could have formed the view that in so doing the Director was also promoting the interests of the Company as a whole.

(h) At any time or from time to time the registered holder or holders of the A Shares as a class from time to time in issue shall be entitled to appoint not more than three Directors and to remove any such Directors and to make all necessary appointments to fill any vacancy arising. Every such appointment or removal shall be effected by notice in writing deposited at the office signed by the holder or holders of the A Shares.

(i) At any time or from time to time Roger Martin Bottomley and Keith Reginald Milsom (acting together) shall be entitled to appoint not more than three Directors and to remove any such Directors and to make all necessary appointments to fill any vacancy arising. Every such appointment or removal shall be effected by notice in writing deposited at the office signed by Roger Martin Bottomley and Keith Reginald Milsom.

BORROWING POWERS

9. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to Section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTORS

10.(a) 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, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 of Table A, may act as an alternative Director to represent more than one Director, and an alternative 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.

GRATUITIES AND PENSIONS

11.(a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTOR

12.(a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it 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 such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

(c) The quorum necessary for the transaction of the business of the Directors shall be two, one of whom shall be an A Director and one of whom shall be a B Director. If within half an hour from the time appointed for the meeting a quorum is not present, the 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 meeting a quorum is not present within half an hour from the time appointed for the meeting, the Director or Directors present shall be a quorum.

(d) Questions arising at a meeting shall be decided by a majority of votes provided that:-

1. any A Director(s) present or his alternate may exercise the vote(s) of any absent A Director(s) not represented by an alternate(s);
2. any B Director(s) present or his alternate may exercise the vote(s) of any absent B Director(s) not represented by an alternate(s).

(e) In the case of an equality of votes, the Chairman shall have a second or casting vote.

(f) Meetings of the Directors shall take place at least once in every two calendar months.

(g) Unless otherwise agreed by at least one A Director and one B Director in any particular case, at least seven clear business days' notice in writing shall be given to each Director of every meeting of the Directors.

(h) A meeting of the Directors shall, subject to notice thereof having been given in accordance with these articles, for all purposes be deemed to be held when a Director is or Directors are in communication by telephone or television (or any other form of audio/visual linking) with another Director or Directors and all of the Directors in communication agreed to treat the meeting as so held, if the number of the Directors in communication constitutes a quorum of the board in accordance with these articles. A resolution passed by the Directors at such meeting as specified in this article 12 shall be as valid as it would have been if passed at an actual meeting duly convened and held.

(i) The Directors may delegate their powers to any Committee consisting of one or more Directors provided that at least one member of any such Committee shall be an A Director and at least one member of any such Committee shall be a B Director. They may delegate to any managing director or Director holding any other executive office such of their powers as they consider it desirable to be exercised by him. Any such delegation may be made subject to any conditions the Directors may impose and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Subject to any such conditions, the proceedings of a Committee with two or more members shall be governed by the articles regulating the proceedings of the Directors so far as they are capable of applying.

NOTICES

13. Clause 115 in Table A shall be read and construed as if the words "unless the contrary is proved" were omitted therefrom.

INDEMNITY

14.(a) Every 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 execution of the duties of his offices or otherwise in relation thereto, including any liability incurred by him in defending any proceeding, 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 or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.

(b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

15. Except where specifically authorised by these articles, no transfer shall be made or registered other than the transfer of the whole legal and equitable title to such share free from all liens, charges and encumbrances and with all right, title and interest in existence at the date of the transfer together with all rights which may arise in respect thereof thereafter.

16. Except in the case of a Permitted Transfer:-

(a) Every Member (hereinafter called "the Vendor") who desires to transfer any share or shares or who attempts to transfer any share, otherwise than in accordance with this article 16 or article 17, shall give to the Company notice in writing of such desire (hereinafter called a "transfer notice"). No transfer notice shall relate to more than one class of shares. The transfer notice shall specify the sum which in the Vendor's opinion constitutes a fair price of each share and shall constitute the Company the Vendor's agent, for the sale of the share or shares specified therein (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to all Members holding the same class of share ("the Class Member"), other than the Vendor, at that price save that if the Directors do not accept that the sum specified by the Vendor constitutes a fair price of the said shares, at the price which an accountant nominated by agreement between the Vendor and the Directors, or in default of such agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales, shall by writing under his hand certify to be in his opinion the fair value thereof as between a willing seller and a willing buyer (ignoring the fact, if that be the case, that the said shares constitute a minority interest). Such accountant shall act as expert and not as arbitrator in so certifying and his decision shall be final.

(b) If an accountant is asked to certify the fair value as aforesaid, his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and the Vendor shall be entitled, within ten days of the service upon him of the said certified copy, to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of

cancellation as aforesaid, in which case he shall bear the said cost.

(c) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each Class Member other than the Vendor of the number and price of the said shares and invite each such Class Member to apply in writing to the Company within 28 days of the date of despatch of the notice (which date shall be specified therein) for the maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(d) If the said Class Members shall within the said period of 28 days apply for all (or where the transfer notice so provides not less than the specified number) of the said shares, the Company shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to and amongst the Class Members (and in the case of competition pro rata according to the number of shares in the Company of the relevant class in respect of which they are registered or unconditionally entitled to be registered as holders) provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the Vendor and the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed.

(e) Any B Shares transferred under this Article 16 or under the Shareholders Agreement to an A Shareholder, shall immediately be reclassified as A Shares ranking *pari passu* in all respects save as set out in these articles.

(f) The Vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place specified therein; if he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares (subject to the transfer being duly stamped). The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor until the Vendor shall deliver up the certificate or certificates for the shares to the Company when the Company shall pay to the Vendor the purchase money.

(g) If the Company shall not within the said period of 28 days find Class Members willing to purchase all of the said shares (or such lesser specified number as may be stated in the transfer notice) in the Company then the Company shall so inform the Vendor by notice in writing as soon as it shall appear that such purchasers will not be found and in any event at the expiration of such period and the Vendor at any time within the period of 84 days after the date of the notice given to Class Members pursuant to article 16(c) may then instruct the Company

to inform the Members not being Class Members (the "Other Members") the number and price of the said shares and invite each such Member to apply in writing to the Company within 28 days of the date of despatch of the notice (which date shall be specified therein) for the maximum number of the said shares (being all or any thereof) as he shall specify in such application.

(h) If the Other Members shall within the said period of 28 days apply for all (or where the transfer notice so provides not less than the specified number) of the said shares, the Company shall allocate the said shares (or so many of them as shall be applied for as aforesaid) to and amongst the Other Members (and in the case of competition pro rata according to the number of shares in the Company of the relevant class in respect of which they are registered or unconditionally entitled to be registered as holders) provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called "an allocation notice") to the Vendor and the persons to whom the shares have been allocated and shall specify in such notice the place and time (being not earlier than fourteen and not later than twenty-eight days after the date of the notice) at which the sale of the shares so allocated shall be completed.

(i) The Vendor shall be bound to transfer the shares comprised in an allocation notice to the purchasers named therein at the time and place specified therein; if he shall fail to do so, the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members as the holder by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor until the Vendor shall deliver up the certificate or certificates for the shares to the Company when the Company shall pay to the Vendor the purchase money.

(j) If the Company shall not within the said period of 28 days find Other Members willing to purchase all of the said shares (or such lesser specified number as may be stated in the transfer notice) in the Company then the Company shall so inform the Vendor by notice in writing as soon as it shall appear that such purchasers will not be found and in any event at the expiration of such period. If no purchaser can be found under the transfer notice procedure outlined under this Regulation the proposing transferor will not be entitled to transfer the said shares to any third party

(k) A person entitled to a share in consequence of the bankruptcy, receivership or liquidation of a Member shall be bound at any time, if and when called upon in writing by the Directors so to do, to give a transfer notice (without specifying a price) in respect of all the shares then registered in the name of the insolvent Member (but so that the right of cancellation conferred by paragraph (b) of this Article shall not apply). Regulations 29 to 31 of Table A shall take effect accordingly.

(l) For the purpose of ensuring that a transfer of shares is duly authorised hereunder or that no circumstances have arisen whereby a transfer notice is required to be given hereunder the Directors may from time to time require any Member or past Member or the legal personal representatives or trustee in bankruptcy, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to furnish to the Company such information and evidence as the Directors may reasonably think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the reasonable 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 in the reasonable opinion of the Directors a transfer notice ought to have been given in respect of any shares, the Directors may by notice in writing require that a transfer notice be given in respect of the shares concerned.

(m) In any case where under the provisions of these articles the Directors may require a transfer notice to be given in respect of any shares, if a transfer notice is not duly given within a period of two weeks of demand being made, a transfer notice shall be deemed to have been given at the expiration of the said period. In any such case as aforesaid the provisions of these articles shall take effect (but so that the right of cancellation conferred by paragraph (b) of this Article shall not apply).

17.(a) Any Member being an individual shall be entitled for any consideration whatsoever and otherwise without restriction to transfer the entire legal and beneficial interest in all or any of his/her shares to his/her spouse.

(b) Any Member being an individual shall be entitled for any consideration whatsoever and otherwise without restriction to transfer the entire legal and beneficial interest in all or any of his/her shares to a trust exclusively for the benefit of that individual and the entire legal and beneficial interest in shares held by the trust may be transferred without restriction between them.

(c) Apollo shall be entitled for any consideration whatsoever and otherwise without restriction save as provided in the Shareholders Agreement to transfer the entire legal and beneficial interest in all or any of its shares to an associated company

WEIGHTED VOTING RIGHTS

18.(a) In the event of any resolution being put to the board relating to any A Director and their position as Director, whilst any A Director is still an A Shareholder (whether legally or beneficially) in the Company then on the voting of any such resolution each of the A Directors shall be entitled to 10 votes for each share, to which they are legally or beneficially entitled, but on any other issue they shall only have one.

(b) In the event of any resolution being put to the board relating to any B

Director and their position as Director, whilst any B Director is still a B Shareholder (whether legally or beneficially) in the Company then on the voting of any such resolution each of the B Directors shall be entitled to 10 votes for each share, to which they are legally or beneficially entitled, but on any other issue they shall only have one.

CLASS RIGHTS

19.(a) The special rights attached to any class of share may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding-up, with the consent in writing of the holder or holders of not less than 75% in nominal value of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the shares of the class but not otherwise.

(b) The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall be deemed to be varied by the creation or issue of further shares ranking *pari passu* therewith.

CLASS MEETINGS

20. Any separate meeting for the holders of any class of shares shall be convened and conducted in all respects as nearly as possible in the same way as an extraordinary general meeting of the Company provided that:-

(a) no Member, other than a Director, shall be entitled to notice of it or to attend unless he is the holder of shares of that class;

(b) no vote shall be given except in respect of the shares of that class;

(c) the quorum attending such meeting shall be one person present in person holding or representing by proxy at least one-third in nominal value of the issued shares of the class;

(d) the quorum attending adjourned meetings shall be one person present in person or by proxy holding shares of the class in question; and

(e) a poll may be demanded in writing by any holder of shares of the class present in person or by proxy and entitled to vote at the meeting and on a poll each holder shall hold one vote for every share of the class in question held by him.

RIGHTS ATTACHING TO THE A SHARES

21.(a) The Company shall pay to the holders of the A Shares out of the profits available for distribution in respect of each period of twelve months ended 4th December 1999, 2nd December 2000 and 1st December 2001 a dividend ("Dividend") on the nominal amount of each A share (together with any premium) from time to time paid up thereon which shall be calculated in accordance with the following formula:-

$$(A + B - C) \times D$$

Where:-

A = 100% of the profits available for distribution arising in the period in respect of which the Dividend is payable as shown in the Relevant Accounts (as defined in the third schedule to the Shareholders Agreement);

B = depreciation charged in the period in respect of which the Dividend is payable as shown in the Relevant Accounts (as defined in the third schedule to the Shareholders Agreement); and

C = any loan repayments in the period in respect of which the Dividend is payable as shown in the Relevant Accounts (as defined in the third schedule to the Shareholders Agreement).

$$D = 30/100$$

(b) The Dividend shall accrue on a daily basis and shall be payable in arrears on completion of the sale and purchase of each Tranche (as defined in the Shareholders Agreement).

(c) Save as provided in the Shareholders Agreement, the holders of the B Shares shall not be entitled to any right of participation in the profits or income of the Company.