

KITCHEN CONSULTANTS LIMITED

Company Number: 2860223

ORDINARY AND SPECIAL RESOLUTIONS

To be filed at COMPANIES HOUSE within 21 days of meeting


ORDINARY RESOLUTION S 80 AUTHORITY TO ALLOT SHARES

IT WAS RESOLVED THAT the section 80 authority of the Board to allot shares was renewed for 5 years from the date of meeting by approving new articles containing a fresh s.80 authority to allot shares.

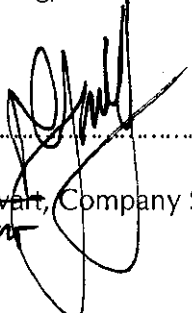
SPECIAL RESOLUTION - NEW ARTICLES

IT WAS RESOLVED THAT the proposed new articles attached to this Resolution and initialled for the purposes of identification be enacted.

SIGNED

.....Date 19th Feb 2002

Mr David Fleming, Chairman

.....Date 19/02/2002

Mr David Stewart, Company Secretary

PHILIP LAWSON



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COMPANIES HOUSE

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02/05/02



THE COMPANIES ACT 1985-1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(as adopted on 19th February 2002)

of

KITCHEN CONSULTANTS LIMITED

(registered number 2860223)

1. INTERPRETATION

- 1.1 Subject to as provided in article 1.2 below the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (Statutory Instrument 1985 No. 805 as amended by Statutory Instrument 1985 No. 1052) ("Table A") shall together with the following regulations, subject to the modifications hereinafter expressed, constitute the articles of association of the Company.
- 1.2 Regulations number 40, 41, 50, 73 to 80 (inclusive), 82, 89, 94 to 98 (inclusive) in Table A shall not apply to the Company.
- 1.3 In these Articles the following words and expressions shall (except where the context otherwise requires) have the following meanings:

"Act" means the Companies Act 1985 (as amended by the Companies Act 1989) including any statutory modification or re-enactment thereof for the time being in

force

"Articles" means the articles of association of the Company

"Board" means the board of directors of the Company from time to time

"Employee Share Option" means an enterprise management incentive share option granted by the Employee Trust to an employee of the Company

"Employee Trust" means the trust whose beneficiaries are the employees of the Company created by a trust deed dated on or about the date of adoption of these Articles as varied, amended or supplemented from time to time

"Family Trust" means a trust established by a member wholly for the benefit of one or more of such member and his Privileged Relations and of which such member is the settlor;

"holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares

"Independent Expert" means an umpire (acting as expert and not as an arbitrator) nominated by the parties concerned or in the event of disagreement as to nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales

"Leaver" means any person other than the Original Members who is at the date of adoption of these Articles or who later becomes an employee of the Company and who subsequently ceases to be so employed for any reason whatsoever including death

"Leaver's Shares" means:

- (a) shares in the Company held by the Leaver at the date such person becomes a Leaver; and
- (b) shares held by the Leaver's Privileged Relations and/or Family Trust at the date such person becomes a Leaver (other than shares which the

Board are satisfied were not acquired by such holders either (i) directly or indirectly from the Leaver or (ii) by reason of their connection with the Leaver, and the decision of the Board in this respect will be final);

- (c) shares in the Company allotted, issued or transferred to the Leaver after the date such person becomes a Leaver pursuant to the terms of an Employee Share Option and for the avoidance of any doubt any such shares subsequently transferred by the Leaver to his Privileged Relations and/or Family Trust

“Original Members” means David Allan Fleming and/or Philip Roland Lambert

“Privileged Relation” means the spouse or widow or widower of the member and the member’s children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member’s children

- 1.4 Words incorporating the masculine gender only include the feminine and neuter genders and words incorporating the singular number only include the plural and vice versa
- 1.5 Clause headings are for ease of reference only and do not affect the construction or interpretation of these Articles.
- 1.6 References to persons shall include bodies corporate unincorporated associations and partnerships.
- 1.7 Words and expressions defined in or for the purpose of the Act or Table A shall have the same meanings in these Articles unless the context otherwise requires.

2. SHARE CAPITAL

- 2.1 The authorised share capital of the Company as at the adoption of these Articles is 1,250 divided into 125,000 shares of 1p each.

3. ALLOTMENT OF SHARES

- 3.1 In accordance with the provisions of Section 80 of the Act the Board are

unconditionally authorised to allot, grant options over, or otherwise deal with or dispose of any relevant securities (as defined by section 80(2) of the Act) of the Company to such persons and generally on such terms and conditions as the Board in their sole discretion may determine.

3.2 The general authority conferred by Article 3.1 shall extend to the amount of the authorised share capital of the Company stated in Article 2 hereof. The said authority will expire five years from the date of adoption of these Articles unless renewed, varied or revoked by the Company in general meeting in accordance with the said Section 80.

3.3 The Board shall be entitled under the general authority conferred by Article 3.1 to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

3.4 In accordance with Section 91(1) of the Act Section 89(1), Section 90(1) to (5) and Section 90(6) of the Act shall be excluded from applying to the Company.

4. PERMITTED TRANSFERS

4.1 Notwithstanding any other provision of these Articles a transfer of any or all the shares in the Company held by:

4.1.1 the Original Members may be made (without restriction as to price or otherwise) to a Privileged Relation and/or Family Trust;

4.1.2 the Employee Trust may be made to any employee or former employee of the Company pursuant to the terms of any Employee Share Option granted to such person;

4.1.3 any member may be made (without restriction as to price or otherwise) to any person with the prior written consent of the holders of 75% of the shares; and any such transfer shall be registered by the Board;

4.1.4 any member may be made (without restriction as to price or otherwise) to the Employee Trust provide such transfer is not in respect of a number of shares representing in excess of 20% of the total authorised share capital at the date of the adoption of these Articles.

4.2 Subject to Article 4.3 notwithstanding any other provision in these Articles a transfer of up to 50% of the shares in the Company held by any member may be made (without restriction as to price or otherwise) to a Privileged Relation and/or Family Trust. For the avoidance of doubt shares previously transferred to a member's Privileged Relations or Family Trust pursuant to this Article shall be deemed to be shares in the Company held by such member for the purpose of determining whether a transfer is within the 50% threshold.

4.3 A member acquiring shares pursuant to Article 4.1.1 or 4.2 shall not have like right to transfer all or any of such shares pursuant to Article 4.2 unless the transfer is to the person from whom he took the shares in the first instance or, in the case of a transfer by trustees, to persons beneficially entitled under such trusts or is a transfer to new trustees of the same trust on a change of trustees.

5. TRANSFER PROCEDURE

5.1 Any member holding shares who wishes to transfer such shares ("Vendor") otherwise than in accordance with Articles 4, 7 or 8 shall give notice in writing ("Transfer Notice") to the Company of his wish specifying:

- 5.1.1 the number of shares which he wishes to transfer;
- 5.1.2 the name of any third party to whom he proposes to sell or transfer the shares;
- 5.1.3 whether or not the Transfer Notice is conditional upon all and not part only of the shares so specified being sold pursuant to the offer hereinafter mentioned and in the absence of such stipulation it shall be deemed not to be so conditional.

5.2 Where any Transfer Notice is deemed to have been given in accordance with these Articles, the deemed Transfer Notice shall be treated as having specified:

- 5.2.1 that all the shares registered in the name of the Vendor shall be included for transfer;
- 5.2.2 that no condition as referred to in article 5.1.3 shall apply.

5.3 No Transfer Notice once given in accordance with these Articles 5 to 7 (inclusive) shall be withdrawn without the consent in writing of the Board.

5.4 Subject to Article 5.5, the sale price of the shares specified in the Transfer Notice

("Sale Shares") shall be the price agreed by the Vendor and the Board ("Transfer Price"). If the Vendor and the Board are unable to agree the Transfer Price within 21 days of the Transfer Notice being given or being deemed to have been given the Transfer Price will instead be the price at which the Independent Expert shall certify to be in his opinion a fair value of the Sale Shares. In arriving at his opinion the Independent Expert will value the Sale Shares as at the date the Transfer Notice is given or is deemed to have been given on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Transfer Price shall, save in the case of manifest error, be final and binding.

- 5.5 Where any Transfer Notice is given or is deemed to have been given by a member and the Sale Shares (or any of them) were acquired by the Vendor pursuant to the exercise of an Employee Share Option and the date of the Transfer Notice is prior to the date of the second anniversary of the date of grant of such Employee Share Option then the sale price of the Sale Shares shall be their par value.
- 5.6 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the shares specified therein at the Transfer Price.
- 5.7 The Board may in its absolute discretion first offer the Sale Shares to the Company or Employee Trust. Any offer under this Article to the Company or the Employee Trust (as the case may be) must be made within 14 days of the determination of the Transfer Price. Any Sale Shares not sold under this Article within 21 days of being offered to the Company or the Employee Trust (as the case may be) will be available for sale to the members of the Company as set out below. Notwithstanding the foregoing if the Vendor shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the number of shares applied for by the Company or the Employee Trust (as the case may be) is less than the number of Sale Shares then the Company or Employee Trust (as the case may be) shall not be entitled to complete the purchase of the shares applied for unless the members of the Company agree to purchase all the Sale Shares not sold pursuant to this Article.

5.8 The Company shall forthwith upon the Sale Shares being available give notice in writing to each of the members of the Company (other than the Vendor and Employee Trust (if previously offered the Employee Trust pursuant to Article 5.7) informing them that the Sale Shares are available and of the Transfer Price and shall invite each member to state in writing within 28 days from the date of the said notice (which date shall be specified therein) whether he is willing to purchase any and, if so, how many of the Sale Shares.

5.9 The Sale Shares shall be offered to each member on terms that in the event of competition the Sale Shares offered shall be sold to the members accepting the offer in proportion (as nearly as may be) to their existing holdings of shares ("Proportionate Entitlement"). It shall be open to each such member to specify if he is willing to purchase shares in excess of his Proportionate Entitlement ("Excess Shares") and if the member does so specify he shall state the number of Excess Shares.

5.10 After the expiry of the offers to be made pursuant to Article 5.7 above the Board shall allocate the Sale Shares in the following manner:

5.10.1 if the total number of shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

5.10.2 if the total number of shares applied for is more than the available number of shares, each member shall be allocated his Proportionate Entitlement or such lesser number of Sale Shares for which he may have applied and applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each member applying for Excess Shares in the proportion which the shares held by such member bears to the total number of shares held by all such members applying for Excess Shares provided that such member shall not be allocated more Excess Shares than he shall have stated himself willing to take;

and in either case the Company shall forthwith give notice of each such allocation ("Allocation Notice") to the Vendor and each of the persons to whom Sale Shares have been allocated ("Member Applicant") and shall specify in the Allocation Notice the place and time (being not later than fourteen days after the date of the Allocation Notice) at which the sale of the Sale Shares be completed.

- 5.11 Subject to Article 5.11 below, upon such allocation being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified. If he makes default in so doing the chairman for the time being of the Company or failing him one of the directors or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant shares to the Company when he shall thereupon be paid the purchase money.
- 5.12 If the Vendor shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the total number of shares applied for by Member Applicants is less than the number of Sale Shares not sold under Article 5.6 then the Allocation Notice shall refer to such provision and shall contain a further invitation open for 28 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this Article shall be conditional upon such provision as aforesaid being complied with in full.
- 5.13 In the event of all the Sales Shares not being sold under the preceding paragraphs of this Article the Vendor may (subject to the provisos to this Article 5.12) at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares not sold to any person or persons at any price not less than the Transfer Price provided that:
- 5.13.1 the Board shall be entitled to refuse registration of the proposed transferee if he is believed to be, or is a nominee for, a person reasonably considered by the Board to

- be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries;
- 5.13.2 if the Vendor stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons;
- 5.13.3 any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as they may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied the Board shall refuse to register the instrument of transfer.

6. DEEMED TRANSFER NOTICE

- 6.1 Upon a person becoming a Leaver unless the Board otherwise resolves within 100 days following the date on which that person becomes a Leaver, the Leaver shall be deemed to have issued a Transfer Notice in respect of all the Leaver's Shares on the date on which such 100 day period expires in which case the provisions of Article 5 will apply.

7. DRAG ALONG RIGHTS

- 7.1 If the holders of more than 75% in nominal value of the shares in issue for the time being (together the "Selling Shareholders") wish to sell and transfer all their interest in their shares to a bona fide arms length purchaser (the "Third Party Purchaser") the Selling Shareholders shall have the option (the "Come Along Option") to require all the other holders of shares (the "Called Shareholders") to sell with full guarantee and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 7.
- 7.2 The Selling Shareholders may exercise the Come Along Option by giving notice to that effect (a "Come Along Notice") at any time before the transfer of shares of the Selling Shareholders. A Come Along Notice shall specify that the Called Shareholders are required to transfer all their Shares (the "Called Shares") pursuant to this Article 7, the person to whom they are to be transferred, the consideration at which the Called Shares to be transferred (calculated in accordance with Article 7.4)

and the proposed date of transfer.

- 7.3 A Come Along Notice is irrevocable but the Come Along Notice and all obligations thereunder will lapse if for any reason there is not a sale of shares by the Selling Shareholders to the Third Party Purchaser within 60 days of the date of the Come Along Notice. The Selling Shareholders shall be entitled to serve further Come Along Notices following the lapse of any particular Come Along Notice.
- 7.4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall, at the option of the Selling Shareholders, be either:
 - 7.4.1 the same as that attributed by the offer from the Third Party Purchaser for each share of the Selling Shareholders ("the Equivalent Consideration"); or
 - 7.4.2 any other consideration certified by the Independent Expert as being no less favourable than the Equivalent Consideration.
- 7.5 Completion of the sale of the Called Shares shall take place on the same date as the date of completion of the sale of the Selling Shareholders shares unless:
 - 7.5.1 all of the Called Shareholders and Selling Shareholders agree otherwise; or
 - 7.5.2 that the date is less than 5 days after delivery of the Come Along Notice, where it shall be deferred until the 5th day after delivery of the Come Along Notice.
- 7.6 If any holder of shares does not on completion of the sale of Called Shares execute transfer(s) in respect of the Called Shares held by him then the holder or holders of such Called Shares shall be deemed to have irrevocably appointed the Company acting by any director to execute all necessary transfer(s) on such holder's behalf and against receipt by the Company (on trust for such member) of the purchase monies payable for the Called Shares deliver such transfer(s) to the Third Party Purchaser (or as he may direct) and register the Third Party Purchaser (or as he may direct) as the holder of such shares and, after the Third Party Purchaser or his nominee has been registered as the holder, the validity of such proceedings shall not be questioned by any such person.
- 7.7 Upon the person, following the issue of a Come Along Notice, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company ("a New Member"), a Come Along Notice shall be deemed to have

been served upon the New Member on the same terms as the previous Come Along Notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this Article 7 shall apply mutatis mutandis to the New Member.

- 7.8 All other Articles of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provision of this Article 7.

8. TAG ALONG RIGHTS

- 8.1 If at any time one or more holders of the shares ("Proposed Sellers") propose to sell between them or in aggregate and whether in one or a series of related transactions 75% or more of the shares then in issue ("Proposed Sale Shares") to any person other than pursuant to Article 4, the Proposed Sellers may only sell the Proposed Sale Shares if they comply with the remaining provisions of this Article 8.

- 8.2 The Proposed Sellers shall give written notice ("Proposed Sale Notice") to the other holders of the shares of such intended sale at least 14 days prior to the date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer ("the Proposed Buyer") the purchase price and other terms and conditions of payment, the proposed date of sale ("Proposed Date of Sale") and the number of shares proposed to be purchased by the Proposed Buyer.

- 8.3 Any other holder of shares shall be entitled, by written notice given to the Proposed Sellers within 14 days of receipt of the Proposed Sale Notice, to sell the same proportion of his shares to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice.

- 8.4 If any holder of shares is not given the rights accorded him by the provisions of this Article 8, the Proposed Sellers shall be required not to complete their proposed sale of shares and the Company shall be bound to refuse to register any transfer intended to carry such a sale into effect

9. PROCEEDINGS OF DIRECTORS

9.1 Unless and until the Company by ordinary resolution shall otherwise determine, there shall be no maximum number of directors and the minimum number of directors shall be one. If and so long as there is a sole director he may exercise all the powers and authorities vested in the directors by these Articles. The quorum necessary for the transaction of the business of the directors when more than one director holds office may be fixed by the directors but unless so fixed shall be two present in person or by their alternate directors. If and so long as there is a sole director, the quorum shall be one. Regulation 89 of Table A be modified accordingly.

9.2 The directors, or a committee of the directors, may hold meetings by telephone either by conference telephone connection(s) or by a series of telephone conversations or by exchange of facsimile transmissions or electronic mail addressed to the chairman. The views of the directors, or a committee of the directors, as ascertained by such telephone conversations or facsimile transmissions or electronic mail and communicated to the chairman shall be treated as votes in favour of or against a particular resolution (as appropriate). A resolution passed at any meeting held in this manner and signed by the chairman shall be as valid and effectual as if it had been passed at a meeting of the directors (or, as the case may be, of that committee) duly convened and held. 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 is then present.

9.3 A director may 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 shall 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.

9.4 In the case of an equality of votes the chairman shall not be entitled to a casting vote and regulation 88 of Table A shall be modified accordingly.

10. APPOINTMENT OF DIRECTORS

10.1 The Company shall not have any directors (save for those appointments made on or before the date of adoption of these Articles) except directors appointed under this Article 10.

- 10.2 No person shall be appointed a director at any general meeting unless either:
- (a) he is recommended by the directors; or
 - (b) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed 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 notice signed by that person of his willingness to be appointed.

- 10.3 Subject to Article 10.2 above, the Company may by special resolution appoint any person who is willing to be a director, either to fill a vacancy or as an additional director.

11. PROCEEDINGS AT GENERAL MEETINGS

- 11.1 No business shall be transacted at any meeting unless a quorum is present. One person entitled to vote upon the business to be transacted, being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum.

- 11.2 In the case of an equality of votes, whether on a show of hands or a poll, the chairman shall not be entitled to a casting vote in addition to any other vote he may have.

12. WEIGHTED VOTING

- 12.1 For so long as an Original Member (or his Privileged Relations or Family Trust) continues to hold shares in the Company such Original Member shall (or his Privileged Relations or Family Trust (as the case may be)) have such number of votes as exceeds by one vote the number of votes required to be cast whether on a show of hands or a poll or a resolution in writing:
- 12.1.1 to defeat a proposal for a resolution for the removal from office as a director of him or any nominee of his; or
 - 12.1.2 to defeat a proposal for a resolution for the deletion or alteration of this regulation or the cancellation or alteration of these Articles or any other act which would have

the same or similar effect.

13. CAPITAL EXPENDITURE

- 13.1 No director shall without the prior written consent of the holders of 75% of the shares enter into any contract, arrangement or commitment outside the ordinary and proper course of business involving expenditure on capital account or the realisation of capital assets if the amount or the aggregate amount of such expenditure or realisation would exceed £500,000 in any one year, or in relation to any one project, and for the purposes of this Article the aggregate amount payable under any agreement for hire, hire purchase or purchase on credit sale or conditional sale items shall be deemed to be capital expenditure incurred in the year in which such agreement is entered into.

14. INDEMNITY

- 14.1 Subject to the provisions of the Act, every director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application in which relief is granted to him by the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. 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 proper execution of the duties of his office or in relation thereto.

- 14.2 Without prejudice to the provisions of paragraph 12.1 above, the Board shall have the power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company or of any subsidiary undertaking of the Company including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported

execution and/or discharge of their duties and/or the exercise or purported exercise of their powers and/or otherwise in relation to or in connection with their duties, powers or offices in relation to the Company or any such subsidiary undertaking.