

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMBERS' UNANIMOUS WRITTEN RESOLUTIONS

of

MAN BYTES DOG LIMITED

("the Company")

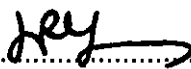
15 July
(Passed on April 2005)





In accordance with Regulation 53 of Table A (as defined in, and incorporated (subject to modification) by reference into, the Company's articles of association), we, the undersigned, being all of the members of the Company who at the date of these resolutions are entitled to attend and vote at a general meeting of the Company, hereby unanimously resolve by way of ordinary resolution for Resolutions 1 and 2 and special resolutions for Resolutions 3 and 4:

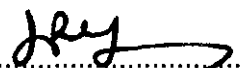
- 1 That the authorised share capital of the Company be changed to £337.24 by:
 - 1.1 the issue and allotment of 1,602 "A" Ordinary Shares of £0.01 each and 1,602 "B" Ordinary Shares of £0.01 each;
 - 1.2 the buyback and cancellation of 2,000 "A" Ordinary Shares of £0.01 each and 2,000 "B" Ordinary Shares of £0.01 each; and
 - 1.3 the creation of 1,686 "C" Ordinary Shares of £0.01 each.
- 2 That the directors be and are hereby generally and unconditionally authorised in accordance with section 80 of the Act to allot relevant securities (within the meaning of section 80(2) of the Act) up to a maximum aggregate nominal amount of £48.90 being the whole of the authorised but unissued share capital of the Company as at the date of this Resolution, such authority to expire on the first anniversary of the date of passing of this Resolution, but so that the Company may, before the expiry of such period, make an offer or agreement which would or might require relevant securities to be allotted after the expiry of such period and the directors may allot relevant securities pursuant to such an offer or agreement as if the authority had not expired.


- 3 That subject to and conditional on the passing of the Resolution number 2, the directors be empowered, pursuant to section 95 of the Act, to allot equity securities (within the meaning of section 94(2) of the Act) for cash pursuant to the authority conferred by Resolution number 2 as if section 89(1) of the Act and article 6.1 of the articles of association of the Company did not apply to any such allotment, such authority to expire on the first anniversary of the date of passing of this Resolution, but so that the Company may, before the expiry of such period, make an offer or agreement which would or might require relevant equity securities to be allotted after the expiry of such period and the directors may allot relevant equity securities pursuant to such an offer or agreement as if the authority had not expired.
- 4 That the draft articles of association annexed to these Resolutions be and are hereby adopted as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association of the Company.



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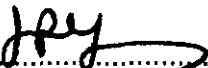

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of

MAN BYTES DOG LIMITED

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(Passed on ^{July} 5 April 2005)

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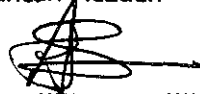
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Dated 15 July 2005

NEW ARTICLES OF ASSOCIATION

MAN BYTES DOG LIMITED

(Adopted on ^{15 July} April 2005)

INTERPRETATION

COMPANIES HOUSE

28/09/05

- 1 In these Articles, unless the contrary intention appears, the following definitions apply:

the Act the Companies Act 1985;

"A" Ordinary Share an "A" ordinary share of 1 pence in the capital of the Company;

"A" Ordinary Shareholder a holder for the time being of "A" Ordinary Shares;

Bad Leaver any Leaver who leaves on or after 30 months after, but prior to the fifth anniversary of, the later of the date of the adoption of these Articles and the commencement of the Leaver's employment with the Company or any of its subsidiaries by reason of:

(a) resignation; or

(b) termination by the Company of his service agreement (or other agreement for the provision of services) in circumstances entitling the Company to terminate such agreement without notice or payment in lieu of notice;

"B" Ordinary Share a "B" non-voting ordinary share of 1 pence in the capital of the Company;

"B" Ordinary Shareholder a holder for the time being of "B" Ordinary Shares;

Connected Person	as defined by section 839 of the Income and Corporation Taxes Act 1988;
Controlling Interest	shares conferring in the aggregate over 50 per cent. of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all general meetings of the Company and shall include shares held by all persons who in relation to each other are Connected Persons or persons acting in concert within the meaning of the City Code on Takeovers and Mergers;
"C" Ordinary Share	a "C" non-voting ordinary share of 1 pence in the capital of the Company;
"C" Ordinary Shareholder	a holder for the time being of "C" Ordinary Shares;
Directors	the directors from time to time of the Company;
Early Leaver	any Leaver who leaves within 30 months of the later of the date of the adoption of these Articles and the commencement of the Leaver's employment with the Company or any of its subsidiaries;
equity share capital	the "A" Ordinary Shares and the "B" Ordinary Shares;
Good Leaver	any Leaver who leaves on or after 30 months after the later of the date of the adoption of these Articles and the commencement of the Leaver's employment with the Company or any of its subsidiaries who is not a Bad Leaver;
Interest	as defined in Article 8;
Leaver	as defined in Article 10.1;
ordinary shares of the Company	the issued ordinary shares of the Company from time to time and "Ordinary Shares" shall be construed accordingly;
Prescribed Price	as defined in Article 8;

Shareholder a holder from time to time of "A" Ordinary Shares, "B" Ordinary Shares or "C" Ordinary Shares;

Shareholder-related Contract any contract, agreement, arrangement or transaction, including in particular (but without limitation) contracts of employment or for the provision of services, made between any "A" Ordinary Shareholder, "B" Ordinary Shareholder or "C" Ordinary Shares (or any person who in relation to such "A" Ordinary Shareholder, "B" Ordinary Shareholder or "C" Ordinary Shares is a Connected Person) and the Company;

Subscription Price in relation to the "C" Ordinary Shares concerned, the amount paid up or credited as paid up thereon (including the full amount of any premium at which such "C" Ordinary Share was issued whether or not such premium is applied for any purpose thereafter); and

Table A Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended in force at the date of adoption of these Articles.

1.1 Headings are used in these Articles for convenience only and shall not affect their construction or interpretation.

1.2 In these Articles, unless the context does not so admit:

1.2.1 reference to an individual or individuals shall include his or their personal representative(s);

1.2.2 reference to the singular includes a reference to the plural and vice versa and reference to the masculine includes a reference to the feminine and neuter and vice versa;

1.2.3 words and expressions defined in the Act shall have the same meanings in these Articles; and

1.2.4 the expressions "paid-up" or "paid up value" as used in relation to any part of the share capital of the Company shall mean the total amount paid up, or credited as paid up, on the relevant shares including any paid up premium.

TABLE A

- 2 The regulations contained in Table A shall apply to the Company save insofar as they are excluded or modified hereby. The first sentence of regulation 24 and regulations 2, 32, 64, 73-77 inclusive, 78, 80, 94, 102, 110 and 118 of Table A shall not apply but subject as aforesaid, and in addition to the remaining regulations of Table A, the following shall be the Articles of Association of the Company.

PRIVATE COMPANY

- 3 The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARES

- 4 The share capital of the Company at the date of adoption of these Articles is £328.81 divided into:

16,019 "A" Ordinary Shares of £0.01 each;

16,019 "B" Ordinary Shares of £0.01 each; and

843 "C" Ordinary Shares of £0.01 each.

"A" ORDINARY SHARES, "B" ORDINARY SHARES AND "C" ORDINARY SHARES TO RANK PARI PASSU

- 5.1 Save as otherwise specifically provided in these Articles the "A" Ordinary Shares, "B" Ordinary Shares and "C" Ordinary Shares shall rank pari passu but shall constitute three separate classes of shares.
- 5.2 Subject to any special or additional rights attached to any class of shares, the profits of the Company available for distribution and resolved to be distributed shall be distributed by way of dividend among the holders of the "A" Ordinary Shares, "B" Ordinary Shares and "C" Ordinary Shares pro rata to the numbers of such shares held by each of them respectively.

ISSUES OF SHARES

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- 6.1 Subject to these Articles the pre-emption provision of sub-section (1) of section 89 and sub-section (1) to (3) of section 90 of the Act shall apply to all allotments of

the Company's equity securities, whether for cash, consideration other than cash, or allotted in connection with an employee share scheme or otherwise, provided that (a) for the purposes of those sub-sections the "A" Ordinary Shares, "B" Ordinary Shares and "C" Ordinary Shares shall be treated as one class; (b) the period specified in section 90(6) of the Act shall be 14 days and (c) the Shareholders who accept all the shares which have been offered to them (the "Accepting Shareholders") shall be entitled to indicate that they would accept shares that have not been accepted by other Shareholders ("Excess Shares") on the same terms as originally offered to all Shareholders and such Excess Shares shall be so allotted to the Accepting Shareholders Provided that in the case of competition the Excess Shares shall be allotted to those Accepting Shareholders in proportion (as nearly as may be without involving fractions or increasing the number allotted to any Shareholder beyond that applied for by him) to their existing holding of shares but so in either case no Accepting Shareholder shall be obliged to accept more shares than he has applied for.

- 6.2 If any shares remain after the Shareholders have accepted as many Excess Shares as required, the Directors shall be entitled, within 6 months from the date the shares were originally offered, to offer such shares on the same terms as originally offered to the Shareholders to any person, without further recourse to the Shareholders.

PERMITTED TRANSFERS

- 7.1 Any share (and/or any Interest in any share) may be transferred at any time by a Shareholder to any other person with the consent of the holders of 65% of the issued equity share capital.
- 7.2 Without prejudice to regulation 5 of Table A, any share (and/or any interest in any share) held by a Shareholder may be transferred to a person shown to the satisfaction of a majority of the Directors to be a nominee of or a trustee for that Shareholder only (the "Beneficial Shareholder") provided that the provisions of this Article and Articles 8, 9, 10 and 11 shall apply to any share so transferred as if it were still held by the Beneficial Shareholder. Any share held by such a nominee or trustee for such Beneficial Shareholder may be transferred to such Beneficial Shareholder or subject to the proviso in this sub-paragraph to another nominee or trustee for such Beneficial Shareholder.
- 7.3 Any Shareholder which is a body corporate may transfer any shares (and/or any Interest in shares) to its ultimate parent company or any other body corporate

controlled directly or indirectly by it or its ultimate parent company provided always that the transferee gives an undertaking to the Company that in the event of any such body corporate ceasing to be controlled directly or indirectly by the original shareholder or the ultimate parent company of the original Shareholder at the time of its acquisition of the shares then, immediately prior to it so ceasing, such shares shall be deemed to have been transferred to the original Shareholder.

- 7.4 Any Shareholder who is a nominee or trustee whether directly or indirectly for an approved scheme or schemes as defined in section 612 of the Income and Corporation Taxes Act 1988 may transfer any shares to any other nominee or trustee whether direct or indirect for the same approved scheme or schemes or to any beneficiary of the same approved scheme or schemes.
- 7.5 Any shares held by a nominee or trustee of a partnership may be transferred to the partnership or to any new nominee or trustee for such partnership.

TRANSFERS OF "A" ORDINARY SHARES, "B" ORDINARY SHARES AND "C" ORDINARY SHARES

- 8 Except in the case of a transfer or disposal of shares (or right, power or interest in shares) expressly authorised by Article 7, any transfer or disposal of any "A" Ordinary Shares, "B" Ordinary Shares or "C" Ordinary Shares (including any transfer made pursuant to the provisions of Article 10) or any right, power or interest therein (including but not limited to the charging and mortgaging of any shares) (an "Interest") shall be subject to the following restrictions and provisions, namely:
- 8.1 Before transferring or disposing of any "A" Ordinary Shares, "B" Ordinary Shares or "C" Ordinary Shares or an Interest in any "A" Ordinary Shares, "B" Ordinary Shares or "C" Ordinary Shares the person proposing to transfer or dispose of the same ("the Proposing Transferor") shall give a notice in writing (a "Transfer Notice") to the Company that he desires to transfer the same. The Transfer Notice shall only relate to either "A" Ordinary Shares, "B" Ordinary Shares or "C" Ordinary Shares and if a Shareholder is proposing to transfer or dispose of an Interest in "A" Ordinary Shares, "B" Ordinary Shares and "C" Ordinary Shares he must give three Transfer Notices to the Company, one relating to the "A" Ordinary Shares, one relating to the "B" Ordinary Shares and one relating to the "C" Ordinary Shares. The Transfer Notice or, in the case of "A" Ordinary Shares, "B" Ordinary Shares or "C" Ordinary Shares transferred in accordance with Article 10, the deemed Transfer Notice, shall constitute the Company as his agent for the sale of the shares therein mentioned (together with all rights then attached thereto) ("the Sale Shares") at

the Prescribed Price (as defined in this Article and Article 10) in accordance with this Article 8 and shall not be revocable except with the consent of the Shareholders in accordance with Article 13.

8.2 Subject to Article 10, if not more than one month before the date ("the Transfer Notice Date") on which the Transfer Notice is given the Proposing Transferor and a majority of the Directors shall have agreed in writing a price per share as representing the market value or as being acceptable to the Proposing Transferor and not more than the market value then such price shall be the Prescribed Price (subject to the deduction of any dividend or other distribution declared or made after such agreement and prior to the Transfer Notice Date). Otherwise upon the giving of the Transfer Notice the Directors shall request that the auditors of the Company ("the Auditors") determine and certify the sum per share considered by them to be the market value of the shares as at the Transfer Notice Date and the sum per share so determined and certified shall be the Prescribed Price. The Auditors shall act at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and, in the absence of fraud, the Auditors shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by the Auditors for the purposes of or in connection with this Article. In calculating market value, no regard is to be had to the fact that the shares concerned constitute a majority or minority or that their transfer is subject to restrictions and the calculation shall be on the basis of a sale between a willing seller and a willing purchaser assuming that the Company will continue as a going concern and that in the case of a transfer required under Article 10, the impact of any relevant Shareholder ceasing to be an employee (including the cost of replacing such employee) and in making their calculation the Auditors shall take into account the price per share if any offered by a bona fide third party for the Sale Shares.

8.3 All "A" Ordinary Shares included in any Transfer Notice shall by notice in writing be offered by the Company to all "A" Ordinary Shareholders (other than the member whose shares in relation to which the Transfer Notice was given or any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the terms that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of "A" Ordinary Shares. Any offer made under this Article shall limit a time (not being less than 21

days nor more than 28 days) within which it must be accepted by the "A" Ordinary Shareholders giving notice indicating the number of shares they would accept (such number to be reduced in accordance with this Article in the case of competition) or in default lapse. Any shares not accepted by the "A" Ordinary Shareholders within the period during which the offer is open for acceptance shall be offered to the "B" Ordinary Shareholders (other than any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the same terms, so that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of "B" Ordinary Shares.

- 8.4 All "B" Ordinary Shares included in any Transfer Notice shall by notice in writing be offered by the Company to all "B" Ordinary Shareholders (other than the member whose shares in relation to which the Transfer Notice was given or any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the terms that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of "B" Ordinary Shares. Any offer made under this Article shall limit a time (not being less than 21 days nor more than 28 days) within which it must be accepted by the "B" Ordinary Shareholders giving notice indicating the number of shares they would accept (such number to be reduced in accordance with this Article in the case of competition) or in default lapse. Any shares not accepted by the "B" Ordinary Shareholders within the period during which the offer is open for acceptance shall be offered to the "A" Ordinary Shareholders (other than any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the same terms, so that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of "A" Ordinary Shares.

- 8.5 All "C" Ordinary Shares included in any Transfer Notice shall by notice in writing be offered by the Company to all "A" Ordinary Shareholders (other than any member who has given a current Transfer Notice in respect of any shares or who is bound

under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the terms that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of "A" Ordinary Shares. Any offer made under this Article shall limit a time (not being less than 21 days nor more than 28 days) within which it must be accepted by the "A" Ordinary Shareholders giving notice indicating the number of shares they would accept (such number to be reduced in accordance with this Article in the case of competition) or in default lapse. Any shares not accepted by the "A" Ordinary Shareholders within the period during which the offer is open for acceptance shall be offered to the "B" Ordinary Shareholders (other than any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the same terms, so that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of "B" Ordinary Shares. Any shares not accepted by the "B" Ordinary Shareholders within the period during which the offer is open for acceptance shall be offered to the "C" Ordinary Shareholders (other than the member whose shares in relation to which the Transfer Notice was given or any member who has given a current Transfer Notice in respect of any shares or who is bound under these Articles to give a Transfer Notice in respect of his shares or any of them) for purchase at the Prescribed Price on the same terms, so that in case of competition the shares so offered shall be sold to those accepting the offer in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of "C" Ordinary Shares.

- 8.6 If the Company shall within the said time limits find members ("Purchasers") in accordance with the above provisions to purchase the shares concerned or any of them and give notice in writing to the Proposing Transferor within two weeks of the expiry of such time limits he shall be bound, upon payment of the Prescribed Price, to transfer such shares to the respective Purchasers. Every such notice shall state the name and address of each of the Purchasers and the number of shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of such notice Provided that except as regards any Transfer

Notice given or deemed to be given pursuant to Article 9 or 10, if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the shares concerned neither this Article nor the following Article 8.7 shall apply unless the Company shall have found Purchasers for all of such shares.

8.7 If a Proposing Transferor (having become bound to do so) shall fail or refuse to transfer any shares to a Purchaser in accordance with these Articles the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser to be registered as the holder of such shares. The receipt of the Company for the purchase money shall be a good discharge to the Purchaser (who shall not be bound to see its application) and after the Purchaser has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Proposing Transferor shall in such case be bound to deliver up his certificate for the Sale Shares to the Company and once the same has been delivered the Proposing Transferor shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Proposing Transferor and the Company shall place the money in an interest bearing account but will not be obliged to obtain best interest rates therefore at any time. If such certificate shall comprise any shares which the Proposing Transferor has not become bound to transfer as aforesaid the Company shall issue to the Proposing Transferor a certificate for such shares.

8.8 If the Company shall not within the said periods find Purchasers willing to purchase all the shares, the Company shall promptly give notice in writing to the Proposing Transferor and the Proposing Transferor at any time thereafter up to the expiration of three months after receipt of such notice shall be at liberty to transfer those shares for which the Company has not found Purchasers to any person on a bona fide sale at any price not being less than the Prescribed Price (after deducting, where appropriate, any dividend or other distribution declared or made after the Transfer Notice Date and to be retained by the Proposing Transferor) Provided that:

8.8.1 if the Transfer Notice shall state that the Proposing Transferor is not willing to transfer part only of the shares concerned he shall not be entitled to transfer any of such shares unless in aggregate all of such shares are so transferred;

- 8.8.2 the Directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without any deduction, rebate or allowance whatsoever to the Purchaser and if not so satisfied may refuse to register the instrument of transfer.
- 9.1 No "A" Ordinary Share, "B" Ordinary Share or "C" Ordinary Share and no Interest in any such share shall be sold or disposed of to any person except in accordance with Articles 7 or 8. If the foregoing provisions shall be infringed the holder of such share shall be bound to give a Transfer Notice in respect thereof unless a majority of the Directors resolve otherwise.
- 9.2 A person entitled to a share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by a majority of the Directors so to do, to give a Transfer Notice in respect of such shares.
- 9.3 For the purpose of ensuring that a transfer of shares is in accordance with these Articles or that no circumstances have arisen whereby a Transfer Notice is required to be given under these Articles the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors may 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 by majority decision 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 to have been given in respect of any shares the Directors by majority decision may by notice in writing require that a Transfer Notice be given in respect of the shares concerned.
- 9.4 In any case where a Transfer Notice is required to be given in respect of any shares and such Transfer Notice is not duly given within a period of one week after the relevant shareholder has been given notice of the requirement 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 at the expiry of the said period and the provisions of the Articles relating to Transfer Notices shall take effect accordingly.

- 9.5 A Transfer Notice given (or deemed to be given) pursuant to Articles 8, 9 or 10 shall not be capable of revocation (other than by the Shareholders in accordance with Article 13) nor may it specify that unless all relevant shares are sold by the Company pursuant to the Transfer Notice, none shall be so sold.

DEEMED SALE NOTICE

- 10.1 In any case where an "A" Ordinary Shareholder, "B" Ordinary Shareholder or "C" Shareholder ceases (for whatever reason) to be either a director or employee of the Company or any of its subsidiaries (and is not continuing as either a director or employee of the Company or of any subsidiary of the Company, as the case may be) (a "Leaver") he shall be deemed to have served a Transfer Notice or Transfer Notices pursuant to Article 8 above in respect of his entire holding of "A" Ordinary Shares and/or "B" Ordinary Shares and/or "C" Ordinary Shares (including any shares deemed to be held for or by him pursuant to Article 7) and the provisions of Articles 8 and 9 shall apply, provided always that in the case of any "C" Ordinary Shares to be transferred pursuant to this Article and Articles 8 and 9, the Prescribed Price shall be:
- 10.1.1 if the Leaver is an Early Leaver or a Bad Leaver the aggregate price for the Leaver's "C" Ordinary Shares being transferred (the "Leaver's Shares") shall be the lower of the Subscription Price and the price calculated in accordance with Article 8.2; and
- 10.1.2 if the Leaver is a Good Leaver the aggregate price for the Leaver's Shares shall be the price calculated in accordance with Article 8.2.
- 10.2 For the purposes of this Article the Transfer Notice Date shall be such date as shall be specified by the Directors.

TRANSFERS CHANGING CONTROL

- 11.1 If a Shareholder who has complied with the provisions of Article 8 proposes to transfer "A" Ordinary Shares, "B" Ordinary Shares or "C" Ordinary Shares (the "Specified Shares") to a person who would as a result of the transfer (or a combination of transfers to be effected concurrently) obtain or increase a Controlling Interest in the Company, the following provisions of this Article will apply.
- 11.2 The proposed transferor must obtain the written consent of the holders of not less than 75% of the "A" Ordinary Shares to the making of the offer which shall be made in accordance with the following provisions of this Article.
- 11.3 Not less than 15 days (but not more than 30 days) before the intended date of transfer, the transferor shall give the Directors and all Shareholders written notice of the intended sale, giving details of:
- 11.3.1 the identity of the prospective transferee(s);
 - 11.3.2 the class of shares proposed to be transferred;
 - 11.3.3 the Specified Price and payment terms;
 - 11.3.4 a statement by the transferor and the prospective transferee that the sale has been negotiated in good faith on an arm's length basis; and
 - 11.3.5 the date on which the sale is expected to be made.
- 11.4 Within seven days of receipt of the notice, the other Shareholders may give written notice to the transferor and the Directors stating that they wish to sell their shares to the prospective transferee at the Specified Price, on the same payment terms and at the same time as the intended sale of the Specified Shares (the "Sale Notice").
- 11.5 If any other Shareholder has served a Sale Notice in accordance with Article 11.4, the transferor shall not be permitted to complete the sale of the Specified Shares unless the prospective transferee acquires those shares specified in the Sale Notice at the Specified Price, on the same payment terms and at the same time as the prospective transferee acquires the Specified Shares from the transferor.

Provided that the provisions of this Article shall not apply to the acquisition of shares pursuant to Article 7 (other than 7.1).

11.6 For the purpose of this Article:

11.6.1 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment; and

11.6.2 the "Specified Price" shall mean a price per share at least *pari passu* with that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can fairly and reasonably be regarded as an addition to the price paid or payable for the Specified Shares. In the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by and acting at the joint expense of 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 at the request of any of the parties concerned) whose decision shall be final and binding.

11.7 Any transfer of the Specified Shares as is referred to in Article 11.1 is subject to the provisions of Article 8 but any offer pursuant to Article 11 to purchase the balance of the issued shares of the Company shall not be subject to Article 8.

11.7.1 If at any time an offer is made for the whole of the issued share capital of the Company (a "Qualifying Offer") and accepted by the holders of 75% or more of the "A" Ordinary Shares, the holders of "A" Ordinary Shares, "B" Ordinary Shares and "C" Ordinary Shares in the Company who have not accepted the Qualifying Offer shall be obliged to accept the Qualifying Offer in respect of the shares held by them and to sell all of the shares held by them in accordance with such Qualifying Offer and the pre-emption rights set out in Article 8 shall not apply to any transfer required to be made hereunder.

11.7.2 If any person (a "Compulsory Transferor") fails to transfer any shares in accordance with Article 11.7.1 the directors may authorise any

person to execute and deliver on his behalf the necessary stock transfer form and the Company shall receive the purchase money in trust for the Compulsory Transferor and cause the purchaser to be registered as the holder of such shares (subject to payment of any stamp duty). The receipt of the Company for the purchase money shall be a good discharge to the purchaser (who shall not be bound to see its application). The Compulsory Transferor shall in such case be bound to deliver up his certificate for such shares to the Company whereupon he shall be entitled to receive the purchase price without interest.

VOTES

- 12 Regulation 54 of Table A shall not apply to the voting rights of the "B" Ordinary Shareholders and "C" Ordinary Shareholders who shall not be entitled to vote on any matter at any general meeting of the Company, nor shall they be entitled to participate in a written resolution of the Company.

MATTERS REQUIRING SHAREHOLDER CONSENT

- 13 The following matters, require the approval of those Shareholders holding 70% of the nominal value of the "A" Ordinary Shares, such approval to be given either at a general meeting of the Company or in writing signed by the requisite number of Shareholders:
- 13.1 alteration of the accounting reference date;
 - 13.2 alterations to the share capital of the Company and Regulation 32 of Table A will be amended accordingly;
 - 13.3 the granting of an option, or entering into of an agreement or arrangement, which will or might require relevant securities of the Company to be allotted or issued or any other right to subscribe for such securities;
 - 13.4 the declaration or distribution of any dividend or other payment out of the distributable profits;
 - 13.5 consent to the revocation of a Transfer Notice;
 - 13.6 the commencement of any winding up or dissolution;
 - 13.7 the appointment of any auditors;

- 13.8 any material change in the nature of the business of the Company;
- 13.9 the incurring of, or entering into any agreement relating to, any borrowing or any other indebtedness or liability in the nature of borrowing or leasing or hire purchase or similar financial arrangements other than in the ordinary course of trading and in accordance with the annual budget;
- 13.10 *altering the terms or amount of any invoice which has been issued;*
- 13.11 the giving of any guarantee, indemnity, warranty or bond (other than warranties given in the normal course of business in relation to products and services supplied by the Company);
- 13.12 the creation or grant, over the whole or any part of the Company's present or future revenues or assets any encumbrance, mortgage, charge, pledge, lien or other equivalent adverse right;
- 13.13 the entering into of any lease, licence, tenancy or other similar obligation where the rental or other payments exceed or are likely to exceed £15,000 per annum;
- 13.14 the refinancing of the Company or the making of any application or the submission of any business plan to any potential investor or financier with a view to attracting additional or substitute finance (whether by loan or equity);
- 13.15 the conduct of any litigation as claimant save for (i) debt collection conducted in the ordinary course of business (ii) proceedings where the amount claimed does not exceed £25,000 or (iii) action prior to the commencement of proceedings;
- 13.16 the entry into negotiations concerning the acquisition or disposal by the Company of any shares, assets, interests or rights with a capital value in excess of £15,000;
- 13.17 the entering into of agreements or contracts which have terms or notice periods for longer than 6 months or the variation of such agreements or contracts, other than maintenance contracts entered into in the ordinary course of business;
- 13.18 the entering into of agreements or arrangements which will not be conducted or concluded on an arms length basis or the variation of such agreements or arrangements;
- 13.19 the entering into of agreements or arrangements with Directors or Connected Persons or the variation of such agreements or arrangements;

- 13.20 the entering into of Shareholder-related Contracts or the variation of such contracts;
- 13.21 the approval of the Company's accounts, budget and business plan;
- 13.22 any alteration to the terms of employment or remuneration of, or any service agreement with, any Director or any increase in the total emoluments, pensions or other benefits or payments payable to or for the benefit of past, present or future directors or their respective dependants;
- 13.23 the entry into any contract of employment where the notice required to be given by the employer to terminate such contract exceeds six months;
- 13.24 the employment of any employee, or the variation of the terms of employment of any employee, with a remuneration in excess of £30,000 per annum (inclusive of bonuses and commission) or the engaging of, or variation of the terms of engagement of, any party pursuant to any contract for services where the fee payable exceeds £30,000 per annum;
- 13.25 any agreement to do any of the foregoing.

GENERAL MEETINGS

- 14.1 Regulation 62 of Table A shall be modified by the substitution in paragraph (a) of the words "at any time" in place of "not less than 48 hours" and by the substitution in paragraph (b) of the words "at any time" in place of "not less than 24 hours".
- 14.2 If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall form a quorum, and regulation 41 of Table A shall be modified accordingly.

POLLS

- 15 A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and having the right to vote at the meeting and regulation 46(b) of Table A shall be modified accordingly.

DIRECTORS' BORROWING POWERS

- 16 Subject to Article 13, the Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and

uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party.

DIRECTORS

- 17.1 The number of Directors (other than alternate directors) shall be not less than two. The maximum number of directors shall be 4, of which one must be a non-executive director.
- 17.2 A Director shall not retire by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment. Regulations 78 and 79 of Table A shall be modified accordingly.
- 17.3 The office of Director shall be vacated if the Director in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director, and regulation 81 of Table A shall be modified accordingly. In addition, the office of Director shall be vacated if he is removed from office by notice signed by all his co-Directors and addressed to him at his last known address.
- 17.4 The holders of not less than 25% of the nominal value of the "A" Ordinary Shares shall be entitled to appoint one director and remove that director appointed by them, by notice in writing to the Company at its registered office.

BOARD MEETINGS

- 18.1 Meetings of the Board of Directors shall take place no less frequently than once per calendar month and at least seven clear working days notice of each meeting shall be given to each Director provided that if a majority in number of the Directors agree to less frequent meetings and/or to a shorter period of notice then board meetings may be called less frequently and/or on such agreed shorter period of notice. All Board Meetings shall take place in the United Kingdom save with such agreement as aforesaid.
- 18.2 Any Director or his alternate may participate in a meeting of the Directors or a committee of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other. Participating in any such meeting in this manner shall be deemed to constitute presence at the meeting.

- 18.3 Without prejudice to the obligation of any Director to disclose his interest in accordance with section 317 of the Act, a Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty and if he does so vote his vote shall be counted and he shall be counted in the quorum present at a meeting in relation to any such resolution.

REMUNERATION COMMITTEE

- 19.1 The Directors delegate their powers in respect of remuneration to the Remuneration Committee of the Company, which shall consist exclusively of the non-executive director and two executive directors.
- 19.2 The Remuneration Committee will be responsible for deciding the remuneration of the Company's officers and employees, which shall include, for the avoidance of doubt, awarding shares or options over shares in the Company.
- 19.3 A resolution will be carried by the Remuneration Committee if a majority of the Remuneration Committee are in favour of the resolution Provided always that the majority shall include the non-executive director.

INDEMNITY

- 20.1 Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director, secretary, auditor or other officer of the Company shall be indemnified out of the assets of the Company against all losses, liabilities and costs which he may incur in the execution of his duties or the exercise of his powers, authorities and discretions including a liability incurred in defending any proceedings (whether civil or criminal) which relate to anything done or omitted or alleged to have been done or omitted by him as an officer of the Company in which judgment is given in his favour or in which he is acquitted or which otherwise end without a finding or admission of material breach of duty on his part 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.
- 20.2 The Directors may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is an officer or employee, or former officer or employee, of the Company or of a company which is a subsidiary of the Company or in which the Company has an interest (whether direct or

indirect), or who is or was trustee of a retirements benefits scheme or another trust in which an officer or employee or former officer or employee is or has been interested, indemnifying him against liability for negligence, default, breach of duty or breach of trust or any liability which may lawfully be insured against by the Company.