

Company number: 2978673

COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
NOTICE OF SPECIAL RESOLUTIONS

-of-

M&R 617 LIMITED

The following Resolutions were duly passed at an Extraordinary General Meeting of the Company held at Francis House, 112 Hills Road, Cambridge, CB2 1PH on 5th April 1995 as Ordinary and Special Resolutions respectively.

ORDINARY RESOLUTIONS

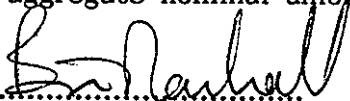
1. THAT the proposed purchase of shares in Solar Bowl (Holdings) Limited held by Robert George Wells and Andrew Michael Green pursuant to the draft agreement attached to this notice be approved as a substantial property transaction involving directors pursuant to section 320(1) Companies Act 1985.
2. That, subject to the passing of the Special Resolution set out in this notice as Special Resolution 3, the capital of the Company be increased to £53,461.60 by the addition thereto of £52,461.60 and that the entire capital as so increased be subdivided into shares of 10p each divided into 20,770 'A' Ordinary Shares of 10p each, 1730 'B' Ordinary Shares of 10p each 12,116 Cumulative Participating Preferred Ordinary Shares of 10p each and 500,000 Cumulative Redeemable Preference Shares of 10p each, the original authorised capital being designated as "A" Ordinary Shares.

SPECIAL RESOLUTIONS

1. THAT the name of the Company be changed from M&R 617 Limited to "A&R Leisure Limited".
(27/4/95)
2. THAT sub-clause 3(a)(i) in the Company's Memorandum of Association be deleted and that the following new sub-clause 3(a)(i) be substituted therefor.



- 3(a)(i) To carry on business as a holding and investment Company and to co-ordinate the policy and administration of any subsidiary companies and any companies of which this Company is a member or which are in any manner controlled by this Company.
3. That the new Articles of Association in the form produced to the meeting and for the purposes of identification intalled by the Chairman be adopted in substitution for and to the exclusion of the existing Articles of Association.
4. That with effect from the time of the passing of this resolution the directors be and are hereby unconditionally authorised pursuant to section 80 Companies 1985 ("the Act") to allot relevant securities (as defined in section 80(2) of the Act) up to a maximum of £53,459.60 at any time or times during the period of five years from the date hereof and at any time thereafter pursuant to any offer or agreement made by the Company before expiry of this authority.
5. That pursuant to section 95 Companies Act 1985 the provisions of section 89(1) of the Act shall not apply to the allotment of any shares which at the time of the passing of this resolution the directors proposed to allot provided that such allotment is made within one month of the passing of this resolution and is limited to securities to an aggregate nominal amount of £53,459.60.

.....

Director

Date: 5th April 1995

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

M&R 617 LIMITED

1. The Company's name is "A&R Leisure Limited".*
2. The Company's Registered Office is to be situate in England and Wales.
3. The Company's objects are:-
 - (a)(i) To carry on business as a holding and investment company to co-ordinate the policy and administration of any subsidiary companies and any companies of which this company is a member or which are in any manner controlled by this company.**
 - (ii) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators; hire-purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousmen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interest in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.
 - (b) To carry on any other trade or business whatsoever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatsoever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any copyright, patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the monies of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on any terms and with or without security to any person firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.

(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference to this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.

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

* The name of the company was changed from M&R 617 Limited by Special Resolution passed on 5th April 1995.

** Sub-clause 3(a)(i) was changed by Special Resolution passed on 5th April 1995.

SM.

THE COMPANIES ACT 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed 5 APRIL 1995)

of

M&R 617 LIMITED

Incorporated in England

Company No 2978673

Hammond Suddards
Solicitors
Moor House
119 London Wall
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EC2Y 5ET

Tel : 071-628 4767
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M&R 617 LIMITED

ARTICLES OF ASSOCIATION

(Adopted by Special Resolution passed
on the day of 1995)

1. DEFINITIONS, INTERPRETATION AND TABLE A

- 1.1 In these Articles unless there is something in the subject or context inconsistent therewith:-

"the Act"

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

"‘A’ Ordinary Percentage"

means the percentage equity stake in the Company attributable to the ‘A’ Ordinary Shares being 60% immediately after the adoption of these Articles. This percentage may increase to up to 70% or decrease to 54% in accordance with Article 6;

"‘A’ Ordinary Shares"

means the ‘A’ Ordinary Shares of 10p each in the capital of the Company having the rights and privileges set out in these Articles;

"the Articles"

means the articles of association of the Company for the time being in force;

"the Auditors"

means the auditors for the time being of the Company;

"the Board"	means the board of directors of the Company for the time being;
"'B' Ordinary Percentage"	means the percentage equity stake in the Company attributable to the 'B' Ordinary Shares being 5% immediately after the adoption of these Articles;
"'B' Ordinary Shares"	means the 'B' Ordinary Shares of 10p each in the capital of the Company having the rights and privileges set out in these Articles;
"CCPPO Percentage"	means the percentage equity stake in the Company attributable to the CCPPO Shares being 35% immediately after the adoption of these Articles. This percentage may increase to 41% or decrease to 30% or 25% in accordance with Article 6;
"CCPPO Shares"	means the Cumulative Convertible Participating Preferred Ordinary Shares of 10p each in the capital of the Company having the rights and privileges set out in these Articles;
"the Company"	means this company;
"company"	means any body corporate or association of persons whether or not a company within the meaning of the Act;
"corporation"	means any body corporate or association of

persons whether or not a company within the meaning of the Act;

"the Directors"

means the directors for the time being of the Company as a body, or a quorum of the directors present at a meeting of the directors, and includes the A Director and the Chairman and an alternate director validly appointed and acting pursuant to Regulations 65-69 of Table A;

"dividend"

includes any distribution whether in cash or in kind out of revenue or capital;

"Family"

means the spouse or common law spouse, mother, father, grandmother, grandfather, brother, sister, child or other issue (or their respective spouses) of any member where that member is a director or employee of the Company or any subsidiary of the Company;

"Family Trust"

means a settlement set up by any shareholder who is an employee or director of the Company or any subsidiary of the Company provided that only any such shareholder and/or members of his Family are capable of being a beneficiary or beneficiaries thereto;

"flotation"

means the listing of the issued ordinary shares of the Company in the Official List of The International Stock Exchange of the United Kingdom and Republic of Ireland ("the Stock Exchange") or the grant of special permission to

deal in the same on the Unlisted Securities market of The Stock Exchange or on any recognised Investment Exchange (as that term is used in the Financial Services Act 1986) or in or on any exchange or market replacing the same;

"the holder"

in relation to shares means the member whose name is entered in the Register of Members as the holder of the shares;

"MGC"

means Midland Growth Capital a division of Midland Bank PLC whose place of business is Watling Court, 47/55 Cannon Street, London EC4M 5SQ;

"officer"

means and includes a Director, manager or the secretary;

"Ordinary Percentage"

means the percentage equal to the 'A' Ordinary Percentage and the 'B' Ordinary Percentage together;

"Ordinary Shares"

means the 'A' Ordinary Shares and the 'B' Ordinary Shares, save that after conversion in accordance with Article 7 Ordinary Shares shall refer to the Ordinary Shares of 10p resulting from such conversion each in the capital of the Company having the rights and privileges set out in these Articles;

"Preference Shares"

means the Cumulative Redeemable Preference Shares of 10p each in the capital of the Company

having the rights and privileges set out in these Articles;

"Sale Shares"

means any shares offered or deemed to be offered for sale pursuant to Article 11 or Article 14;

"subsidiary"

has the meaning attributed to it in Section 736 of the Act;

"Table A"

means the regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (1985 S.I. No. 805) as amended by 1985 S.I. No. 1052;

"the Taxes Act"

means the Income and Corporation Taxes Act 1988 as amended;

"Transfer Notice"

means a notice given or deemed to be given pursuant to Articles 11 or 14;

"Transfer Price"

means the price determined in accordance with Articles 11 or 14.

1.2 Unless the context otherwise requires, words or expressions contained in these Articles bear the same meaning as in the Act or in the Taxes Act.

1.3 In the Articles:-

1.3.1 Article headings are included for convenience only and shall not affect the construction of these Articles.

- 1.3.2 words denoting the singular include the plural and vice versa.
- 1.3.3 words denoting one gender include each gender and all genders.
- 1.3.4 references to persons are deemed to include references to natural persons, to firms, to partnerships, to companies, to corporations, to associations, to organisations and to trusts (in each case whether or not having separate legal personality).
- 1.4 Unless otherwise specifically provided, where any notice, resolution or document is required by these Articles to be signed by any person, the reproduction of the signature of such person by means of tele-facsimile shall suffice, provided that confirmation by first class letter is despatched by the close of business on the next following business day, in which case the effective notice, resolution or documents shall be that sent by facsimile, not the confirmatory letter.
- 1.5 The regulations contained in Table A shall apply to the Company save insofar as they are excluded or modified by these Articles. In particular:-
 - 1.5.1 Regulation 54 shall not apply to the Company and Article 8 shall govern voting procedure at members' meetings.
 - 1.5.2 Regulation 82 shall not apply to the Company and remuneration of directors shall be determined by the Board subject to the approval of the holders of the CCPPO Shares.
 - 1.5.3 Regulation 62(a) relating to the depositing of proxies shall be amended by the deletion of the words "not less than 48 hours" and Regulation 62(b) relating to a poll shall be amended by the deletion of the words "not less than 24 hours".

1.5.4 Regulations 42, 43 and 91 shall be deemed to be deleted if a Chairman has been specifically appointed to that post and is in attendance at the meeting in question.

1.5.5 Regulation 38 shall be modified by the addition of the words "general meetings shall be held at the Company's normal place of business unless otherwise agreed by the Board".

1.5.6 Regulation 65 of Table A shall be amended by the addition of the following words:-

"The A Director shall not require the approval of the Directors to the appointment by him of any person to be an alternate director in his place".

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

1.5.8 Regulation 37 relating to requisition by members of an extraordinary general meeting shall be amended by replacing the words "eight weeks" with the words "28 days".

1.5.9 Regulation 72 relating to the delegation of directors' powers shall be amended by altering the first sentence to read:-

"Subject to the approval of the holders of the CCPPO Shares the directors may delegate any of their powers to any committee consisting of one or more directors".

1.5.10 Regulations 102, 103, 104, 105 and 107 relating to payment of dividends shall not apply to the Company and are replaced by the provisions of Article 3.

- 1.5.11 Regulation 110 relating to capitalisation of profits shall be amended by the provisions of Article 3.
- 1.5.12 Regulations 29, 30 and 31 (transmission of shares) shall be applied subject to Article 12.
- 1.5.13 Regulations 24(a) and 25 (transfer of shares) shall be amended as provided in Article 15.11 and Regulation 26 (suspension of registration of transfers) shall be deleted.
- 1.5.14 Regulation 40 (quorum at general meetings) shall be amended as provided in Article 16.
- 1.5.15 Regulation 64 (number of directors) shall be amended by Article 17.
- 1.5.16 Regulation 81 (disqualification of directors) shall be amended by Article 18.
- 1.5.17 Regulation 94 (directors right to vote where there is a conflict of interest) shall be amended as provided in Article 19.1.
- 1.5.18 Regulation 95 (interested director's exclusion from quorum) shall be deleted.
- 1.5.19 Regulations 73 to 78 shall not apply.

2. AUTHORISED CAPITAL

The authorised share capital of the Company at the date of the adoption of these Articles is £53,461.60 divided into 20,770 'A' Ordinary Shares of 10p each ("A' Ordinary Shares"), 1,730 'B' Ordinary Shares of 10p each ("B' Ordinary Shares") 12,116 Cumulative Convertible Participating Preferred Ordinary Shares of 10p each ("CCPPO Shares") and 500,000 Cumulative Redeemable Preference Shares of 10p

each ("Preference Shares"), having attached thereto the respective rights set out in these Articles.

3. INCOME

- 3.1 Subject to any restrictions on payment of dividends imposed by law, the Company shall pay the dividends set out in Part 1 of the table below upon the satisfaction of all conditions (if any) attaching to that class of shares, and may if it determines so to do pay the dividends set out in Part 2 of that table. Such dividends shall be paid to the holders of the shares in question only in accordance with and in descending order of priority as set out in Parts 1 and 2 of the table below:-

<u>Class of Share</u>	<u>Kind of Dividend</u>	<u>Date of Commencement of Accrual</u>	<u>Amount of Dividend</u>
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PART 1

1. Preference Shares	fixed cumulative preferential cash dividend (the "Fixed Preference Dividend")	date of issue	9% net per annum of the initial subscription price (including any premium) on the number of Preference Shares in issue from time to time.
2. CCPPO Shares	fixed cumulative preferential cash dividend (the "Fixed CCPPO Dividend")	date of issue	8% net per annum of the initial subscription price (including any premium) for all shares of that class.

3. CCPPO Shares	variable participating preferential cumulative cash dividend (the "CCPPO Participating Dividend")	from 1 September 1996	a net sum (if any) arrived at by deducting the Fixed CCPPO Dividend for the year in question from the Specified Percentage of the Adjusted Net Profit for that year. The Specified Percentage and the Adjusted Net profit shall be calculated in accordance with Article 3.4 below.
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PART 2

4. on a pari passu proportionate basis:-	non-cumulative cash dividend ("Additional Dividend")	from the beginning of the financial year following satisfaction of the conditions set out in Article 3.7 and subject thereto.	the balance (if any) of distributable reserves declared by the Board to be distributed by way of dividend shall be divided amongst the holders of the CCPPO Shares and the Ordinary Shares so that the holders of the CCPPO Shares receive the CCPPO Percentage of such balance and the holders of the Ordinary
(i) CCPPO Shares			
(ii) Ordinary Shares			

Shares receive the
Ordinary Percentage of
such balance (such
amount being divided
pro rata amongst the
holders of the CCPPO
Shares and the
Ordinary Shares
respectively).

3.2 In each case the dividends referred to in Article 3.1 shall:-

3.2.1 if referred to as "gross" be calculated as inclusive of the associated tax credit
and if referred to as "net" be calculated exclusive of the associated tax credit;

3.2.2 be accompanied by a certificate for the associated tax credit;

3.2.3 accrue from day to day;

3.2.4 in the case of dividends referred to in Part 1 of the table in Article 3.1 be paid
on the due date without any resolution of the Directors or the Company;

3.2.5 in the case of any fixed dividends be paid in half-yearly instalments on 15 May
and 15 November in each year, the first such dividends being paid on 15
November 1995;

3.2.6 in the case of all other dividends not referred to in Article 3.2.5 be payable no
later than 14 days after the Annual General Meeting of the Company at which
the accounts for the previous financial year are adopted, subject to later
adjustment (if required) after statutory accounts of the Company have been
delivered. If the statutory accounts of the Company are not placed before the

Annual General Meeting the CCPPO Participating Dividend shall be calculated based on management accounts for the relevant financial year subject to later adjustment (if required) after statutory accounts of the Company have been approved. In this event the CCPPO Participating Dividend (subject to later adjustment) shall be calculated and paid on 31 December following the relevant financial year.

3.2.7 if not paid on the date fixed for payment, become a debt due from and immediately payable by the Company to the shareholder in question;

3.2.8 in the case of Preference Shares redeemed on a dividend payment date be considered still in issue for the purposes of calculating entitlement to the dividend payable on that date;

3.2.9 where expressed as a percentage or where expressed to be paid pari passu with the dividend on another class of shares account shall be taken of any premium paid on such share;

3.2.10 if described as being a certain percentage per annum be reduced proportionately on a daily basis in respect of any period less than a full year;

3.2.11 where expressed to be payable on a class of shares be divided equally between all shares of such class in issue.

3.3 For the purpose of payment of the CCPPO Participating Dividend (if any) at the same time as reporting on the statutory audited accounts for any financial period of the Company the Auditors shall certify in writing to the Directors in respect of each such financial period:-

3.3.1 the amount of the Adjusted Net Profit of the Company calculated in accordance with Article 3.4; and

3.3.2 the amount of the CCPPO Participating Dividend.

In so certifying the Auditors shall be deemed to be acting as experts and not as arbitrators, and the amounts as so certified shall be conclusive and binding on the Company (save for manifest error) and upon all of its members for the purpose of these Articles. The charges of the Auditors for providing any certificates pursuant hereto shall be borne by the Company.

3.4 For the purpose of Article 3:-

"Adjusted Net Profit" means the net profit of the Company and its subsidiaries as shown by the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial period, adjusted to the nearest £1:-

3.4.1 before taking into account any payment in respect of or provision for payment of any dividends or other distributions (whether by the Company or any wholly-owned subsidiaries) and adding back to such profits the amount of any interim dividend declared and paid by the Company in the year to which the audited consolidated profit and loss account relates;

3.4.2 before deducting or crediting any transfer to or from capital or revenue reserve;

3.4.3 before taking into account any payment in respect of or provision for corporation tax or any other tax which may be imposed on or by reference to profits, gains, income or distributions (whether in respect of the Company or any wholly-owned subsidiary);

3.4.4 before writing off any goodwill;

3.4.5 before charging or crediting any exceptional, extraordinary or non trading items;

3.4.6 after deducting any profit attributable to minority interest(s);

"Specified Percentage" means:-

5% (five per cent) for the relevant financial year 1 September 1996 to 31 August 1997;

6% (six per cent) for the relevant financial year 1 September 1997 to 31 August 1998;

7% (seven per cent) for the relevant financial year 1 September 1998 to 31 August 1999;

8% (eight per cent) for the relevant financial year 1 September 1999 to 31 August 2000;

9% (nine per cent) for the relevant financial year 1 September 2000 to 31 August 2001;

10% (ten per cent) for the relevant financial year 1 September 2001 to 31 August 2002 and in respect of each financial year thereafter.

3.5 Subject to the provisions of the Act, the Company shall cause each subsidiary of the Company to make such distributions to the Company as shall enable it to pay all dividends falling to be paid on the Preference Shares and the CCPPO Shares (or so much of them as the distributable profits of the subsidiaries permit).

3.6 In the event that whether by reason of any principle of law or otherwise the Company is unable to pay in full on any dividend payment date, any dividend ("the relevant dividend") payable pursuant to Article 3.1 then the following provisions shall apply:-

- 3.6.1 The Company shall pay on the due dividend payment date to such holders on account of the relevant dividend the maximum sum which can be properly paid by the Company.
- 3.6.2 The Company shall pay on every succeeding dividend payment date (and may pay at any time after the due dividend payment date) on account of the balance of the relevant dividend remaining outstanding the maximum sum (if any) which can be properly paid by the Company.
- 3.6.3 If a dividend is not paid in full on a dividend payment date, otherwise than by reason of lack of distributable reserves or other prohibition or restriction imposed by law, interest shall be payable on the amount not paid at the rate of 1.5% per month (compounded monthly) until it is actually paid. Such interest shall be payable on each succeeding dividend payment date (or the date such unpaid dividend is paid if sooner) or the Company may pay such interest at the end of each month if it wishes to do so.
- 3.7 Other than dividends payable in accordance with Part 1 of the table in Article-3.1, no dividends shall be declared or paid on any class of share and no sum shall be set aside as reserves (unless required by law) nor profits available for distribution shall be carried forwards unless and until:-
- 3.7.1 all cumulative dividends and interest thereon payable in respect of previous financial periods shall have been paid in full;
- 3.7.2 all of the Preference Shares in issue immediately after the date of adoption of these Articles have been redeemed in accordance with the provisions hereof.

4. CAPITAL

- 4.1 On a sale of all the issued share capital of the Company or on a return of assets on liquidation, reduction of capital or other return of capital, the surplus assets of the

Company remaining after payment of its liabilities shall be applied in accordance with and in the order of priority set out in Article 4.2. In each case the priority amount per share payable shall be the aggregate of:-

4.1.1 the subscription price including any premium;

4.1.2 any arrears, deficiency or accruals of due or declared but unpaid dividends;

4.1.3 any accrued interest on such unpaid dividends;

4.1.4 any accrued interest on redemption amounts due on the redemption date which has passed but which remain unredeemed.

Any surplus remaining after payment of the priority amounts per share shall be divided between the CCPPO Shares and the Ordinary Shares in proportion to the CCPPO Percentage and the Ordinary Percentage respectively.

4.2	<u>Class of Share</u>	<u>Priority</u>
	Preference Shares	first
	CCPPO Shares	second
	Ordinary	third

5. REDEMPTION

5.1 The Company shall, subject to the provisions of the Act, redeem the Preference Shares at 10p per share plus the amount of any premium paid on subscription for such shares plus the amount of any arrears, deficiencies or accruals of dividends up to and including the date of redemption in tranches in accordance with the following table:-

<u>Date of Redemption of Tranche</u>	<u>No. of Shares in Tranche to be Redeemed</u>
1 June 1996	83,334
1 December 1996	83,334
1 June 1997	83,333
1 December 1997	83,333
1 June 1998	83,333
1 December 1998	83,333

- 5.2 Upon a sale of all of the issued ordinary share capital of the Company, upon a flotation or upon a change of control (as defined in Article 12) all outstanding Preference Shares shall at the option of each holder thereof within 14 days of the holder being informed by the Company of its right to require redemption under this Article be redeemed.
- 5.3 Each redemption of some but not all of the Preference Shares shall be made amongst the holders thereof pro rata to their holdings of the Preference Shares.
- 5.4 If the Company fails to redeem the Preference Shares on the date fixed for redemption:
- 5.4.1 the Preference Dividend shall continue to accrue to the date of actual payment of the redemption monies; and
- 5.4.2 the provisions of Article 6.4 shall apply.
- 5.5 A holder of the Preference Shares may at any time after the Company has failed to redeem when due any Preference Shares, serve a default notice on the Company. As from that date the Preference Dividend due on such Preference Shares shall cease to accrue on any Preference Shares due to be redeemed which have not been redeemed. Any such sums (including accruals and arrears of dividends) shall become a debt due from and immediately payable by the Company to the Shareholders and interest shall

be payable on the amount paid up on such shares not so redeemed at the rate set out in Article 3.6.3.

- 5.6 If the Company has failed to redeem all of the Preference Shares by 1 December 1998 the holders of a majority in nominal value of the Preference Shares may at any time thereafter duly proceed to convene an Extraordinary General Meeting of the Company for the purpose of considering, and if thought fit, passing as a Special Resolution, a resolution to the effect that the Company be wound up voluntarily and that the person named in the notice convening such meeting be appointed liquidator of the Company. At an Extraordinary General Meeting called pursuant to this Article the quorum shall be one holder of Preference Shares and those holders of Preference Shares voting for the resolution shall be deemed to have cast three times the number of votes cast against the resolution. At any such meeting, only the holders of Preference Shares may vote on any resolution relating to its adjournment.
- 5.7 No Preference Share shall be redeemed (whether or not at the date fixed for redemption) unless all arrears or accruals of dividends on the Preference Shares and the CCPPO Shares and interest shall first have been made good in full.
- 5.8 Any holder of Preference Shares shall be entitled to forego or postpone any right to some or all outstanding dividends or redemption and any such action shall be without prejudice to the later enforcement of that particular holder's rights hereunder.
- 5.9 Upon delivery of a Preference Share certificate for redemption the Company shall pay to such holder the amount due to him in respect of such redemption and shall cancel the certificate. If any certificate so delivered to the Company includes any shares which are not to be redeemed on that occasion a fresh certificate for such unredeemed shares shall be issued to the holder.
- 5.10 Subject to:-

5.10.1 the provisions of the Act;

5.10.2 all arrears, deficiency and accruals of dividends payable on the Preference Shares, any interest on unpaid dividends payable in respect of the Preference Shares having been paid or satisfied in full and any interest paid pursuant to Article 5.5 above; and

5.10.3 Article 5.7.

the Company may with the consent of the holders of the Preference Shares and the CCPPO Shares (such consent not to be unreasonably withheld) redeem the whole or part (in the multiples set out in Article 5.1 or such smaller multiples as may be agreed between the holders of the Preference Shares, the holders of the CCPPO Shares and the Company) of the Preference Shares for the time being issued and outstanding prior to the dates for redemption of the Preference Shares set out in Article 5.1 upon giving to the holders of such shares to be redeemed not less than one month's previous notice in writing.

5.11 Where Preference Shares are redeemed in advance of the requirements of Article 5.1 they shall be treated as satisfying or partly satisfying (as the case may be) those requirements in the order in which the obligations to redeem arise.

6. THE CCPPO/ORDINARY PERCENTAGE AND CONVERSION

6.1 The CCPPO Percentage immediately after the adoption of these Articles is 35%.

6.2 The CCPPO Percentage shall never be greater than 41% or less than 25%.

6.3 The 'A' Ordinary Percentage immediately after the adoption of these Articles is 60%; this may increase or decrease in accordance with the provisions of this Article 6.

6.3.A. The 'B' Ordinary Percentage immediately after the adoption of these Articles is 5%. This shall not be affected by the provisions of this Article 6.

- 6.4 The CCPPO Percentage shall increase by the number of percentage points listed in the second column below and the 'A' Ordinary Percentage shall decrease by the number of percentage points listed in the third column below if the Company fails to redeem in full the corresponding tranche of Preference Shares on or before the due date referred to in the first column below or if such redemption is financed by the Company other than out of the free cash flow generated by the Company's trading operations (ie. (by way of illustration and without limitation) if financed by the Company by way of any debt re-financing by the Company or other debt or equity financial re-engineering) save where the holders of the Preference Shares and the holders of the CCPPO Shares give their consent to any redemption other than out of the free cash flow of the Company as referred to:

<u>Redemption Tranche and due date for Redemption</u>	<u>Percentage Point Increase for CCPPO Percentage</u>	<u>Percentage Point Decrease for 'A' Ordinary Percentage</u>
£83,334 : 1 June 1996	1%	1%
£83,334 : 1 December 1996	1%	1%
£83,333 : 1 June 1997	1%	1%
£83,333 : 1 December 1997	1%	1%
£83,333 : 1 June 1998	1%	1%
£83,333 : 1 December 1998	1%	1%
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£500,000	6%	6%

For the purposes of this Article the CCPPO Percentage shall increase and the 'A' Ordinary Percentage shall decrease on the date for redemption of the relevant tranche of Preference Shares where such tranche is not redeemed on the due date or where it is redeemed on the due date but such redemption is financed other than out of the free cash flow of the Company as referred to in this Article. No late redemption of a relevant tranche of Preference Shares shall negate or otherwise affect the increased CCPPO Percentage.

- 6.5 The CCPPO Percentage shall decrease by the number of percentage points listed in the third column below and the 'A' Ordinary Percentage shall increase by the number of percentage points listed in the fourth column below if the Adjusted Net Profit of the Company for the relevant financial year referred to in the first column below is equal to or greater than the corresponding amount set out in the second column below:

<u>Relevant Financial Year</u>	<u>Adjusted Net Profit</u>	<u>Percentage Point Decrease for CCPPO Percentage</u>	<u>Percentage Point Increase for 'A' Ordinary Percentage</u>
1 September 1996 - 31 August 1997	£1,500,000	5%	5%
1 September 1997 - 31 August 1998	£2,000,000	5%	5%
		----	----
		10%	10%

For the purposes of this Article the CCPPO Percentage shall decrease by 5% and the 'A' Ordinary Percentage shall increase by 5% where the Adjusted Net Profit Target for the financial year 1 September 1997 - 31 August 1998 is achieved even if the corresponding Adjusted Net Profit Target for the financial year 1 September 1996 - 31 August 1997 has not been achieved.

For the purposes of this Article the CCPPO Percentage shall decrease and the 'A' Ordinary Percentage shall increase on the date of certification by the Auditors of the Adjusted Net Profit of the Company in accordance with the provisions of Article 3.3.

For the purposes of this Article "Adjusted Net Profit" shall bear the meaning contained in Article 3.4.

7. CONVERSION

- 7.1 Conversion shall occur immediately before a flotation.
- 7.2 On flotation each of the CCPPO Shares, the 'A' Ordinary Shares and the 'B' Ordinary Shares shall convert into that number of Ordinary Shares of 10p each which equate to the then current CCPPO Percentage, 'A' Ordinary Percentage and 'B' Ordinary Percentage respectively of the total number of Ordinary Shares in issue after such conversion.
- 7.3 Conversion shall not prejudice the entitlement of the holders of the CCPPO Shares, the 'A' Ordinary Shares and the 'B' Ordinary Shares to arrears, deficiencies and accruals of dividends on such shares to be converted.
- 7.4 Conversion of CCPPO Shares, 'A' Ordinary Shares and 'B' Ordinary Shares shall be effected amongst the holders thereof pro rata to their holdings of such shares.
- 7.5 On conversion the holders of the CCPPO Shares, the 'A' Ordinary Shares and the 'B' Ordinary Shares shall send to the Company the certificates in respect of such shares respectively and the Company shall issue to such holders respectively certificates for the Ordinary Shares resulting from the conversion.
- 7.6 Ordinary Shares resulting from conversion shall, as from the date of conversion, rank pari passu in all respects.

8. VOTING

- 8.1 Prior to conversion in accordance with Article 7 notwithstanding the number or nominal value of such shares held, the holders of the CCPPO Shares and the holders of the Ordinary Shares shall be entitled to cast an aggregate number of votes equal to respectively the CCPPO Percentage and the Ordinary Percentage of the aggregate of the CCPPO Shares and the Ordinary Shares in issue. Such votes shall be divided

amongst the holders in proportion to their respective holding of CCPPO Shares or Ordinary Shares as the case may be.

8.2 Subject to Articles 8.3 to 8.5 inclusive, after conversion in accordance with Article 7 every member who is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall (except as hereinafter provided) have one vote for every share held by such member.

8.3 The holders of the Preference Shares shall be entitled to receive notice of all general meetings but shall not be entitled to attend or vote at any general meeting unless:-

8.3.1 at the date of the notice or requisition to convene the meeting any cumulative dividend on the Preference Shares is 21 days or more in arrear; or

8.3.2 at the date of the notice or requisitions to convene the meeting any redemption of Preference Shares is 21 days or more in arrear; or

8.3.3 the business of the meeting includes the consideration of a resolution for winding-up the Company;

in which case every holder of Preference Shares shall have such number of votes as shall give the holders of the Preference Shares as a class 49% of the votes eligible to be cast at a general meeting save in respect of such meeting convened in accordance with Article 5.6 whereupon the Preference Shares shall carry the voting rights referred to therein.

8.4 Save in relation to an EGM called pursuant to the provisions of Article 5.6 at no time shall the aggregate number of votes which Midland Bank plc (trading as Midland Growth Capital) would be entitled to cast at a general meeting when taking all classes of shares held by it together exceed 50% of the total votes eligible to be cast, and to this intent the voting rights attaching to the shares held by Midland Bank plc (trading as Midland Growth Capital) shall be suspended if and to the extent that and for so long

as such voting rights represent in excess of 50% of the votes eligible to be cast at a general meeting.

- 8.5 Where a member who is or was a director or employee of the Company or any subsidiary of the Company or a member of his Family or a Family trust has served or is deemed to have served a Transfer Notice, such holder(s) of the Sale Shares specified in such Transfer Notice shall not be entitled to attend or vote at any general meeting.

9. **CLASS RIGHTS**

The following shall be deemed to be a variation of class rights for which the consent of the holders of 75% of each class of share in issue in the Company other than the holders of the "B" Ordinary Shares shall be required namely:-

- (i) any alteration, reduction or increase of the authorised share capital of the Company or the grant of any options over unissued share capital of the Company otherwise than as provided for in these Articles;
- (ii) any variation (other than in accordance with these Articles) of the rights attached to any of the shares for the time being in the capital of the Company;
- (iii) the sale or disposal of the undertaking of the Company and any of its subsidiaries or any substantial part thereof;
- (iv) any alteration or relaxation of the restrictions on the powers of the Directors to cause the Company and any of its subsidiaries to borrow money;
- (v) the calling of a meeting (except in accordance with the provisions of these Articles) of the Company for the purpose of considering a resolution for the winding-up of the Company or any of its subsidiaries;
- (vi) any alteration to the Memorandum or Articles of Association of the Company;

- (vii) the giving, varying, revoking or reviewing any authority to the directors of the Company to allow relevant securities pursuant to section 80 of the Companies Act 1985;
- (viii) the declaration or distribution of any dividend or other payment out of its distributable profits other than the respective dividends shown in Part 1 of Article 3.1;
- (ix) application for the listing of any of its shares or loan capital (if any) on the Stock Exchange or for admission of any such shares or loan capital to the Unlisted Securities Market or the trading of any such shares or loan capital on any other investment exchange as defined by Section 12 Company Securities (Insider Dealing) Act 1985;
- (x) the winding-up or dissolution of the Company or any subsidiaries of the Company;
- (xi) the entering into of any compromise or arrangement to which the Companies Act 1985 or the Insolvency Act 1986 applies;
- (xii) any transaction arrangement or agreement with a director or substantial shareholder or an associate thereof or any person connected with any such director;
- (xiii) the making, executing or implementation of any profit-sharing, incentive, share option, or pension scheme for directors or employees;
- (xiv) any form of financial or capital restructuring of the Company or capitalisation of profits, share premium account or reserves.

10. FURTHER ISSUES OF SHARES

- 10.1 Subject to Article 11.8 and subject to any direction to the contrary which may be given by ordinary or other resolution, and subject to any statutory provisions any unissued shares (whether forming part of the present or any increased capital) shall be at the disposal of the Directors and they may offer, allot, grant options or otherwise dispose of them in accordance with the provisions of Section 89 (1) and Section 90(2)-(6) of the Act as modified by Article 10.4 below.
- 10.2 Unless and to the extent only that the holders of the CCPPO Shares shall have consented in writing to an increase in the authorised share capital of the Company, the maximum amount of relevant shares that may be the subject of allotment under the authority contained in Article 10.1 shall be the amount by which the nominal amount of the authorised share capital of the Company exceeds the nominal amount of the issued share capital of the Company at the date of adoption of these Articles. Unless renewed, such authority shall expire on the date five years from the date immediately preceding that on which the resolution adopting these Articles is passed save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement accordingly; the amount of a relevant security shall in the case of a share in the Company mean its nominal amount, and in the case of a right to subscribe for, or to convert any security into, shares in the Company, the number of which would be required to satisfy such right (assuming full exercise).
- 10.3 Except so far as otherwise provided by or pursuant to these Articles or by the conditions of issue, any new share capital shall be considered as part of, and shall be subject to the same provisions with reference to transfer, and otherwise as, the existing share capital.
- 10.4 The pre-emption provisions of section 89(1) and sections 90(2)-(6) of the Act shall apply to any allotment of relevant shares, with the following modifications:-

10.4.1 the CCPPO Shares and the Ordinary Shares shall be deemed to be one class of shares;

10.4.2 the holders of relevant shares ("accepting offerees") shall be entitled to indicate that they would accept shares which have not been accepted by other offerees,

and any such shares shall be allotted to such accepting offerees as nearly as practicably in proportion to the number of shares to which they were entitled when originally offered.

11. TRANSFER OF SHARES

11.1 Except as hereinafter provided in Article 13 (Permitted Transfers) and Article 12 (Transfer of Control) and subject to the further provisions of this Article 11 no shares shall be transferred unless and until the provisions of Article 15 (Procedure on Transfer) have been complied with, and the Directors may decline to register any transfer not made in accordance with the provisions of these Articles or of shares on which the Company has a lien.

11.2 Except where a transfer is permitted pursuant to Article 13 or except where a transfer is required to be given pursuant to Article 14, a member ("Vendor") wishing to transfer his shares or any of them shall give notice in writing (a "Transfer Notice") to the Company specifying:-

11.2.1 the shares which he desires to transfer;

11.2.2 the name of any third party to whom he proposes to sell or transfer the shares;
and

11.2.3 the price at which he proposes to transfer the shares.

- 11.4 If the Vendor, not being a Vendor under a Transfer Notice pursuant to Article 14 (Compulsory Transfer), includes in the Transfer Notice a provision that unless all the shares comprised therein are sold none shall be sold then the Offer Notice given by the Company pursuant to Article 15 shall refer to such provisions and shall be construed accordingly and the Vendor shall not be obliged to complete any sales unless such provision is complied with in full.
- 11.5 any reference to the transfer of a share in these Articles shall include the transfer or purported transfer of the beneficial ownership of such share.
- 11.6 The Directors may require to be satisfied in such manner as they may reasonably require that the Sale Shares are being sold to a third party in pursuance of a bona fide sale for the consideration stated in the Transfer Notice without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer.
- 11.7 No share shall in any circumstances be issued or transferred to any infant, bankrupt or person of unsound mind.
- 11.8 Without the consent in writing of the holders of the CCPPO Shares the Company shall not register any transfer of any of its shares, stock or loan capital or admit any new member (whether by subscription or transfer) other than by a permitted transfer in accordance with Article 13.
- 11.9 No disposition, charge, mortgage or encumbrance of or agreement so to dispose, charge, mortgage or encumber the legal or beneficial interest in any Ordinary Share (other than by a permitted transfer in accordance with Article 13 or a deemed transfer in accordance with Article 14) shall be made without the consent in writing of the holders of the CCPPO Shares. If any such member has in contravention of this provision charged, mortgaged or in any way encumbered any of his shares or agreed to do so, then if under any circumstances any third party enforces any rights in respect of such shares as a result of such charge, mortgage or encumbrance or agreement, such

member shall be deemed to have given a Transfer Notice to the Company and the provisions of Article 14 shall apply.

12. TRANSFER OF CONTROL

12.1 No sale or transfer of any share (the "Specified Shares") conferring the right to vote at general meetings of the Company shall, if resulting (if made and registered) in a person (or persons) obtaining or increasing a controlling interest in the Company, be made or registered unless before the transfer is lodged for registration the proposed transferee or his nominee has offered to purchase all of the issued shares of the Company at the Specified Price as hereinafter defined.

12.2 For the purpose of Article 12.1 above:-

12.2.1 the expression "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment or renounceable share certificate and the original allottee and the renouncee under any such letter of allotment or certificate;

12.2.2 the expression "a controlling interest" shall mean in the case of any person who was a member of the Company at the date of adoption of these Articles the legal or beneficial ownership by a person or his connected persons (as defined in Section 839 of the Taxes Act) of 50% of the shares having an unrestricted right to vote at a general meeting of the Company and in the case of any other person or persons such legal and beneficial ownership of 25.1% of such shares;

12.2.3 "the Specified Price" shall mean:-

- (a) in the case of the CCPPO Shares or Ordinary Shares, a price per share at least equal to that offered by the proposed transferee or transferees for the Specified Shares together with all arrears and accruals of dividend or interest thereon together with 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 reasonably be regarded as an addition to the price paid or payable for the Specified Shares; and

- (b) in the case of the Preference Shares their subscription price including any premium together with all accrued and unpaid dividends and interest thereon, whether or not such have been declared or are due, and any interest payable on any Preference Shares due for redemption which have not been redeemed;

12.2.4 in the event of disagreement about the calculation of the Specified Price the disagreement shall be referred to an umpire (acting as expert and not as 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 or its successor) whose decision shall be final and binding.

- 12.3 The aggregate sale price for the shares sold or transferred shall be applied amongst the transferring shareholders in the order and amounts set out in Article 4 in the same manner as if the same were a return of capital to those shareholders.

13. PERMITTED TRANSFERS

- 13.1 Any member being a company may transfer without restriction as to price or otherwise all or any of its shares in the Company to an associated company, being the holding company or a subsidiary of a corporate member or a subsidiary of the holding company of a corporate member PROVIDED THAT in the event that such associated company shall cease to be an associated company then its shares shall be transferred back to the original member who transferred shares to it ("Original Member") or an associated company of the Original member at the price at which such shares were originally

transferred to it and if the holder or such shares fails to transfer the shares in those circumstances within 60 days of the holder of the shares ceasing to be an associated company such shares shall be transferred back to the Original Member at the price for which they were originally transferred and the Company shall in such event automatically be appointed the attorney of the transferring company for the purpose of effecting such transfer back to the Original Member. However, in the event that the Original Member does not wish to purchase such shares and so notifies the Company of this in writing, a Transfer Notice will be deemed to have been served in respect of such shares and the provisions of Article 15 shall apply mutatis mutandis and the Transfer Price shall be the fair value as referred to in Article 14.3.

- 13.2 Any share may be transferred by a member who is an employee or director of the Company or any subsidiary of the Company to a member of his Family or to a Family Trust **PROVIDED THAT** in the event that such transferor ceases to be a director or employee of the Company or a director or employee of any subsidiary of the Company such transferred shares held by such a member of the transferor's Family or Family Trust shall be subject to the provision of Article 14 as if they still constituted part of the transferor's holding.
- 13.3 Any person holding shares transferred to him pursuant to this power shall be deemed to have irrevocably appointed the original transferor of such shares as his proxy in respect of such shares and no instrument of appointment shall be necessary to be deposited with the Company or any subsidiary of the Company.
- 13.4 No transfer of any share by a member to a member of his Family or to a Family Trust shall be registered by the Directors unless the proposed transferee shall first have signed a declaration in a form satisfactory to the Directors acknowledging that the proposed transferee is bound by the provisions of Article 13.2.
- 13.5 In the event that any person to which shares are transferred pursuant to this Article 13 ceases to be within the required relationship to the transferor such shares shall be transferred back to the person which transferred them or to any other person falling

within the required relationship and if the holder of such shares fails to transfer the shares in those circumstances within 60 days of ceasing to be within the required relationship such holder shall be deemed to have served a Transfer Notice and the provisions of Articles 15 shall apply mutatis mutandis provided that the Transfer Price shall be the fair value calculated as referred to in Article 14.3.

14. COMPULSORY TRANSFERS

- 14.1 Whenever any member of the Company who is an employee or Director of the Company or any subsidiary of the Company ("the Departing Shareholder") shall for any reason whatsoever cease to be such a director or employee then 14 days after the date of such cessation such Departing Shareholder shall or shall be deemed to have given a Transfer Notice to the Company indicating that he desires to transfer all his shares in the Company. The Transfer Notice shall constitute the Company the agents of the Departing Shareholder for the sale of such shares in accordance with the provisions of Article 15 at the price provided in Articles 14.2, 14.3 and 14.4.
- 14.2 The Company may propose to the Departing Shareholders a price which if accepted by the Departing Shareholder shall be deemed to be the fair value. In the absence of agreement fair value shall be determined in accordance with Articles 14.3 and 14.4 below.
- 14.3 Subject to Article 14.2 fair value shall be the market value as between a willing buyer and a willing seller determined and certified as at the Valuation Date (as defined in Article 14.4) by the auditors acting at the cost and expense of the Company as experts and not as arbitrators and whose determination shall in the absence of manifest error be final and binding. For the purpose of this sub-Article the Auditors shall be instructed to value the Company as a whole and in particular:
- 14.3.1 to have regard to the rights and restrictions attached to such shares in respect of income, capital and conversion; and

14.3.2 to disregard the fact that such shares represent a minority interest.

14.4 For the purposes of Article 14.3 the Valuation Date shall be the date of the Transfer Notice or deemed Transfer Notice (as the case may be).

14.5 The voting rights attached to the shares held by a Departing Shareholder shall be suspended with effect from the date the Departing Shareholder ceased to be a Director of or employed by the Company or any of its subsidiaries and shall not be exercisable until such shares are registered in the name of the transferee in the Company's statutory books.

15. TRANSFER PROCEDURE

15.1 A Transfer Notice once given shall not be withdrawn, save with the consent of the holders of the CCPPO Shares.

15.2 The Directors shall forthwith upon receipt or deemed receipt of a Transfer Notice, by notice in writing ("Offer Notice") offer to the members of the Company in the order of priority set out in Article 15.6 the Sale Shares at the Transfer Price.

15.3 The Offer Notice shall invite them to state in writing within 28 days from the date of the Offer Notice whether they are willing to purchase any and, if so, how many of the Sale Shares.

15.4 To the extent that such offer is waived, declined or not accepted within 28 days the Directors shall forthwith issue further Offer Notices to members ranking next in priority as set out in Article 15.6 and the same time limits and procedures shall apply mutatis mutandis.

15.5 Neither the Vendor nor any member of his family shall be eligible to purchase any Sale Shares.

15.6 Subject to the provisions of Article 11.8 all Sale Shares shall be offered:-

15.6.1 firstly, to all other members holding shares of the same class as the Sale Shares;

15.6.2 secondly, in so far as such offer is not accepted by such members, to the holders of other shares in the Company.

15.7 If any of the persons to whom Sale Shares are offered("Applicant") within the said period of 28 days applies for all or any of the Sale Shares then:-

15.7.1 if the number of shares applied for is equal to or less than the number of Sale Shares, the Directors shall allocate the number applied for in accordance with the applications; or

15.7.2 if the number of shares applied for is more than the number of Sale Shares the Directors shall allocate the Sale Shares as between the Applicants pro rata (as nearly as may be in the discretion of the Directors) to their holdings of shares of the relevant class,

but so no Applicant shall be allocated more shares than applied for.

15.8 The Directors shall forthwith give notice ("the Allocation Notice") of the allocation of Sale Shares in accordance with Article 13.7 to the Vendor and each Applicant and shall specify in the Allocation Notice the number of Sale Shares allocated to each such Applicant and the place and time (being not later than seven days after the date of the Allocation Notice) at which the Applicant shall be bound to complete the sale of such Shares. The Vendor shall be bound, on receipt of payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Applicant named therein at the time and place therein specified.

15.9 If the Vendor defaults in transferring the Sale Shares:-

- 15.9.1 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 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 Applicant;
- 15.9.2 the Directors 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 Applicant in the register of members as the holder by transfer of the relevant Sale Shares;
- 15.9.3 the Directors shall forthwith pay the purchase money into a separate bank account in the Company's name and if and when the Vendor shall deliver up his certificate or certificates for the relevant Sale Shares to the Company when he shall thereupon be paid the purchase money, without interest and less any sums owed to the Company by the Vendor pursuant to these Articles or otherwise;
- 15.9.4 if such certificate shall comprise any shares which the Vendor has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.
- 15.10 If the Directors shall not in accordance with the provisions of Article 15.6 find Applicants or if a purchase fails to be completed:-
- 15.10.1 the Company shall be entitled to find purchasers (whether or not they are members of the Company) for such unpurchased shares; but
- 15.10.2 if it declines, fails or is unwilling to do so within 30 days of the expiration of the last of the periods referred to in Article 15.7, the Vendor may subject to the provisions of Article 11 at any time within three calendar months

thereafter transfer any Sale Shares not sold to any person or persons at any price not being less than the Transfer Price **PROVIDED THAT:-**

- (a) if the Vendor has stipulated in the Transfer Notice that unless all the shares comprised therein are sold none shall be sold, the Vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell some only of the Sale Shares comprised in the Transfer Notice to such third party, and
- (b) if the proposed transfer price is lower than the Transfer Price the Vendor shall first offer such shares at such proposed transfer price to the other members and the terms of Article 15.6 shall apply to such offer mutatis mutandis.

15.11 Regulation 25 of Table A relating to directors refusal to transfer shall be amended by changing "two months" to "30 days". Regulation 26 of Table A relating to suspension of registration of transfers shall be deleted. Regulation 24(a) relating to refusal to transfer shall be amended by deleting the words "or at such other place as the directors may appoint".

16. QUORUM AT GENERAL MEETINGS

Regulation 40 of Table A shall be amended by the addition of the words: "A quorum must always include a member, or a proxy for a member, or a duly authorised representative of a corporation holding CCPPO Shares."

17. NUMBER OF DIRECTORS

17.1 Regulation 64 of Table A shall be amended by the addition of the words: "At all times there shall be sufficient space on the Board to permit the appointment (if not already appointed) of an A Director".

- 17.2 The holders of a majority in nominal value of the CCPPO Shares and the holders of a majority in nominal value of the Preference Shares shall each have the right by notice in writing to the Company Secretary to appoint one person to be a director of the Company and to remove such person and appoint another in his place. Where the same person holds such majority of the CCPPO Shares and the Preference Shares, they shall be entitled to appoint only one director (to be called the A Director).
- 17.3 Unless and until the Company in General Meeting shall otherwise determine the number of directors (other than alternate directors) shall not be more than 6.

18. DISQUALIFICATION

- 18.1 Regulation 81 shall be amended by the addition of the following events requiring the office of a director to be vacated:-

18.1.1 he becomes incapable by reason of mental disorder, illness or injury of managing and administering his property and affairs and the other Directors resolve that his office is vacated;

18.1.2 being an A Director a notice is served on the Company removing him from office.

19. DECLARATION OF INTEREST

- 19.1 Regulation 94 to Table A shall be amended by adding the following as an exception to the prohibition on a director voting on matters in which he is interested:-

"(e) his interest arises by virtue of his being a shareholder of the Company".

- 19.2 Regulation 95 of Table A shall be deleted so that a director shall be counted in the quorum in relation to a resolution on which he is not entitled to vote by reason of the provisions of Regulation 94.