

THE COMPANIES ACTS 1985 TO 1989

 COMPANY LIMITED BY SHARES



3088672

ARTICLES OF ASSOCIATION

of

 HARVEY MARIA LIMITED

(New Articles of Association Adopted by Special
Resolution passed on 22/2/1996)

PRELIMINARY

- 1.1 In these Articles the "Act" means the Companies Acts 1985 to 1989 (as amended or re-enacted at the date hereof) and "Table A" means Table A as prescribed in the Companies (Tables A to F) Regulations 1985 as amended at the date hereof.
- 1.2 The regulations contained in Table A, save as excluded or varied by or inconsistent with these Articles shall apply to the Company and together with these Articles shall constitute the regulations of the Company.

INTERPRETATION

2. In these Articles the following words and expressions shall have the following meanings:

"A' Shares": 'A' ordinary shares of £1 each in the capital of the Company;

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

"B' Shares": 'B' ordinary shares of £1 each in the capital of the Company;

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

"Associate": means in relation to a corporate body a subsidiary or holding company thereof or another subsidiary of any holding company thereof (and "subsidiary" and "holding company" shall have the meanings set out in Section 736 of the Act);

the "**Auditors**": the auditors for the time being of the Company;

the "**Board**": a Board of Directors of the Company present at a duly convened meeting of the Directors at which a quorum is present.

SHARE CAPITAL AND SHARES

3. The authorised share capital of the Company at the date of adoption of these Articles is £50,000 divided into 26,000 'A' Shares and 24,000 'B' Shares.
4. The 'A' Shares and the 'B' Shares shall rank *pari passu* in all respects, save only as otherwise expressly provided by these Articles.
5. Unless the holders of not less than 75% of the issued share capital of the Company agree to the contrary, the following provisions of this Article 5 shall apply in relation to the issue and allotment of Shares:-
 - 5.1 the Company may from time to time by Special Resolution increase its share capital by such sum to be divided into Shares of such amount as the Resolution shall prescribe provided that such increased capital shall be divided into Shares of the same class or classes as the existing issued Share capital of the Company pro rata as nearly as may be to the number of Shares of each such class in issue at the date of creation of the new Shares. As provided in paragraph 5.3 of this Article such new Shares shall be offered to Members of the relevant class only and no such offer shall be made unless an offer is made simultaneously to all Shareholders of each class of a pro rata number of Shares on identical terms. Each such offer shall be made by notice from the Directors specifying the number and price of the Shares on offer and shall invite each Member to state in writing within a period not being less than twenty eight days whether he is willing to take any and if so what maximum number of the Shares on offer of the class of which he is already a holder. At the expiration of the time limited by the offer the Directors shall allocate the Shares on offer to or amongst the Members who shall have notified to the Directors their willingness to take any of the Shares and (if more than one) so far as may be pro rata according to the number of Shares of the relevant class held by such Members respectively at the date of the offer, but so that no person shall be obliged to take more than the maximum number of Shares so notified by him as aforesaid. If any Shares remain unallocated after such offer the Directors shall make such further offer(s) of all Shares of whatever class remaining unallocated on terms similar to the original offer save that such further offer(s) shall only be made to all Members who have notified their willingness to subscribe for any class of Shares and not merely those of the relevant class (and if more than one pro rata to the number of Shares of any class held by such Members ignoring Shares already allocated pursuant to the same series of offers) and such procedure shall continue for so long as may be necessary to allocate all unissued Shares or until all existing Members have indicated their unwillingness to subscribe further Shares. Forthwith upon issue of any Shares to a Member not being of a class already held by that Member such Shares shall *ipso facto* and automatically be converted into Shares of the same class as the Shares already held by that Member. The application of Section 89(1) of the Act is hereby excluded. Regulation 2 of Table A shall not apply to the Company and Regulation 32 of Table A shall be modified accordingly.
 - 5.2 Any capital raised by the creation of new Shares shall be considered as part of the original share capital of the Company and shall be subject to the same provisions with respect to the payment of calls, lien, transfer, transmission, forfeiture and otherwise as the original share capital.
 - 5.3 Any Shares not taken up under the provisions of paragraph 5.1 of this Article shall be at the disposal of the Directors who may subject to the provisions of Section 80 of the Act offer, allot, grant options

over or otherwise dispose of them to such persons at such times and for such consideration and upon such terms and conditions as the Directors may determine but so that no Shares shall be issued at a discount except in accordance with Section 97 of the Act.

6. Subject to and in accordance with the provisions of the Act and otherwise on such terms as the Company may by Special Resolution determine:

- (a) any Share in the capital of the Company may be issued on terms that it is to be, or at the option of the Company or the holder thereof is liable to be, redeemed;
- (b) the Company may purchase any of its own Shares (including any redeemable Shares); and
- (c) the Company may make a payment in respect of the redemption or purchase of any of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares;

and the Directors shall be empowered respectively to redeem or purchase any such Shares on such terms as the Company may by Special Resolution determine.

7. The Company shall have a first and paramount lien on every Share (whether or not it is a fully paid Share) for all monies (whether presently payable or not) called or payable at a fixed time in respect of that Share and the Company shall also have a first and paramount lien on all Shares (whether or not they are fully paid Shares) standing registered in the name of any person indebted or under liability to the Company for all monies presently payable by him or his estate to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders; but the Directors may at any time declare any Share to be wholly or in part exempt from the provisions of this Article. The Company's lien, if any, on a Share shall extend to all dividends payable thereon. Regulation 8 of Table A shall not apply to the Company.

TRANSFER OF SHARES

8. Subject only to the provisions of Article 9.3 no Share, or any interest therein, shall be sold, transferred charged made subject to any option, lien (other than in favour of the Company) or encumbrance or otherwise disposed of by any Member or other person entitled thereto unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

- 9.1 In the event of any Member (the "Vendor") desiring to transfer any of his Shares he shall give written notice (a "Transfer Notice") of such desire (which notice may only be given in respect of all but not part only of his Shares) to the Secretary of the Company who shall, forthwith after the prescribed price thereof has been fixed in accordance with Article 10 offer such Shares at such prescribed price to the 'A' Shareholder(s) and invite each of them to state in writing within 28 days from the date of the said offer whether he is willing to purchase any and, if so, what maximum number of the said Shares. At the expiration of the said period the Directors shall allocate so many of the said Shares to or amongst such 'A' Shareholder(s) who shall have expressed his or their willingness to purchase as aforesaid and (if more than one) so far as may be pro rata to the number of Shares of that class held by them respectively, provided that no Member shall be obliged to take more than the maximum number of Shares so notified by him as aforesaid. If any Shares remain unallocated the Directors shall make such further offers to the 'A' Shareholder(s) who have expressed their willingness to purchase (if more than one, pro rata to the Shares held by such Members, ignoring Shares already allocated pursuant to the same Transfer Notice) as may be necessary to allocate the said balance or until all such Members have indicated their unwillingness to purchase

further Shares whereupon the Directors shall offer the balance to the 'B' Shareholder on the same basis *mutatis mutandis* as aforesaid. Upon any such allocation as aforesaid being made the Vendor shall be bound, on payment of the purchase price within one month from the date of such allocation, to transfer the Shares to the purchaser or purchasers and, if he shall default in so doing, the Directors may receive and give a good discharge for the purchase money on behalf of the Vendor and may authorise some person (who (as security for the performance of the Vendor's obligations) is hereby irrevocably and unconditionally appointed as the attorney of the Vendor for the purpose) to execute a transfer of such Shares in favour of the purchaser or purchasers, and may enter the name or names of the purchaser or purchasers in the register of Members as the holder or holders by transfer of the said Shares so purchased by him or them.

- 9.2 Any of the said Shares not so sold as aforesaid may be transferred within 3 calendar months after the expiration of the said period of 28 days to any person or persons at a price not less than the prescribed price established in respect of the said Shares under Article 10. If within such period of 3 calendar months the Vendor shall wish to transfer any of the said Shares not so sold at a price less than the prescribed price he shall be entitled so to do within that period provided that such Shares shall have first been offered to the existing 'A' Shareholder(s) and subsequently to the 'B' shareholders at that lower price. In relation to such offer at a lower price and in relation to any default on the part of the Vendor to transfer Shares in pursuance of this paragraph the provisions of paragraph 9.1 of this Article shall (*mutatis mutandis*) apply.
- 9.3 If an offer is made for the purchase of the whole of the issued share capital of the Company on terms which are acceptable to the holders of a majority of 'A' Shares in issue, all Members shall be bound to accept the same and to transfer all Shares in the Company to the purchaser or purchasers in accordance with such offer. If any Member shall fail to comply with the provisions of this paragraph the provisions of Article 9.1 regarding default shall apply *mutatis mutandis* thereto. Save in relation to any default, the provisions of paragraphs 9.1 and 9.2 of this Article shall not apply to any transfer of Shares pursuant to this Article 9.3.
10. The prescribed price at which any Shares shall be offered pursuant to Article 9.1 shall be such sum per Share as may be agreed between the Vendor and the Board, or, in default of such agreement within 14 days of the date of the Transfer Notice, as the Auditors for the time being of the Company shall certify in writing to be, in their opinion, having taken all relevant circumstances into account, the fair selling value thereof as between a willing vendor and a willing purchaser. In so certifying the said Auditors shall be considered to be acting as experts and not as arbitrators and their decision shall be final and binding on the relevant parties. For the purposes of any such certificate or valuation the Vendor and the Directors shall permit the Auditors to have access to such information as they may consider reasonably necessary in order to give their certificate.
- 11.1 Forthwith upon:
- (a) any Member who is also a Director or employee of the Company ceasing to be a Director or employee (other than pursuant to a notice served under Article 23 below; or
 - (b) any person becoming entitled to any Share otherwise than in pursuance of Articles 5 or 9; or
 - (c) without prejudice to paragraphs (a) above, any of the events specified in paragraphs (a) to (c) inclusive of Article 23 occurring in relation to any Member irrespective of whether or not he is a Director and, where appropriate, any election as mentioned in that Article being made by the other Members; or

- (d) any Director or Member entering into any agreement, association, contract or other arrangement with any competitor of the Company or otherwise competing with the business of the Company in a manner determined by the Board to be prejudicial to the Company or its business; or
- (e) the assignment or purported assignment of the beneficial ownership of or the creation of any trust, charge, option, lien (other than in favour of the Company) or other encumbrance over or affecting any Share or Shares held by any Member other than in accordance with Article 8 or 9.
- (f) any Member being a corporate body becoming insolvent, going into liquidation or having a receiver, administrator or other encumbrancer appointed over all or a substantial part of its assets

such Member or person shall forthwith give to the Company notice in writing of that fact and if that Member or person shall fail to give such notice the Directors (or any of the remaining Directors as appropriate) may give the notice on his behalf and any such notice (by whomsoever given in accordance with this Article) shall be deemed to be a Transfer Notice in respect of the Shares held by that Member or person and all the provisions of Articles 9 and 10 shall (*mutatis mutandis*) apply to such notice.

- 11.2 For the purpose of ensuring that a transfer of Shares is duly authorised hereunder or that no circumstances have arisen whereby a Transfer Notice is required to be given hereunder the Directors may from time to time require any Member or 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 think fit regarding any matter which they deem relevant to such purpose including (but not limited to) the names addresses and interests of all persons respectively having interests in the Shares concerned. Failing such information or evidence being furnished to the satisfaction of the Directors within 7 days of the date of the request or if such information or evidence discloses that a Transfer Notice ought to have been given in respect of any Shares the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to give a Transfer Notice in respect of the Shares concerned in which case all the provisions of Articles 8, 9 and 10 shall apply thereto as so amended by paragraph 11.1 of this Article.
- 11.3 If in the opinion of the Directors the foregoing provisions of this Article and the powers of the Directors therein contained are not sufficient to prevent any person or persons other than Members and transferees of Shares in each case permitted by these Articles from owning or controlling Shares or interests therein in the capital of the Company the Directors may by notice in writing to the registered or last known address of the Member or Members whose Shares are concerned direct that until further notice from the Directors:
- (a) any transfer of the relevant Shares shall be void;
 - (b) no voting rights shall be exercisable in respect of the relevant Shares;
 - (c) no further Shares shall be issued in right of the relevant Shares or in pursuance of any offer made to the holder thereof; and
 - (d) except in a liquidation, no payment shall be made of any sums due from the Company on the relevant Shares, whether in respect of capital or otherwise

whereupon and notwithstanding any other provisions of these Articles the quorum required for General Meetings and Meetings of Directors shall be reduced accordingly. The Directors may by similar notice remove or relax such restriction in whole or in any particular case at any time.

12. The Directors may, in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any Share, whether or not it is a fully paid Share, other than any transfer made pursuant to Article 8 or 9. Regulation 24 of Table A shall not apply to the Company.
13. Forthwith upon the allocation of any Shares to any other existing Member or Members pursuant to Article 9.1 or 9.2 above the Shares so allocated to such other Member shall ipso facto and automatically be converted into Shares of the same class as the class already held by such other Member.
14. Save as provided in Article 9 above the instrument of transfer of a Share shall be signed by or on behalf of the transferor and the transferor shall be deemed to remain the holder of the Share until the name of the transferee is entered in the register of Members of the Company in respect thereof; provided that in the case of a partly paid Share the instrument of transfer must also be signed by the transferee. Regulation 23 of Table A shall not apply to the Company.

GENERAL MEETINGS

- 15.1 No business shall be transacted at any General Meeting unless a quorum of Members is present at the time when the Meeting proceeds to business. The quorum for any General Meeting shall be two Members present in person or by proxy and entitled to vote at such Meeting one of whom shall be an 'A' Shareholder. If within half an hour after the time arranged for the Meeting to be held a quorum is not present the Meeting shall be dissolved. Regulations 40 and 41 of Table A shall not apply to the Company.
- 15.2 Regulation 54 of Table A shall be amended by the addition of the words "or by proxy" after the words "in person".
16. A poll may be demanded by the Chairman or by any Member present in person or by proxy and Regulation 46 of Table A shall be modified accordingly.
17. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the Meeting shall not have a casting vote. Regulation 50 of Table A shall not apply to the Company.

DIRECTORS

- 18.1 Unless and until otherwise from time to time determined by a Special Resolution of the Company the Directors shall not be less than one and more than three in number. Regulation 64 of Table A shall not apply to the Company. If and so long as there is one Director such Director may act alone in exercising all the powers and authorities vested in the Directors and Regulation 90 of Table A shall be modified accordingly.
- 18.2 Notwithstanding any other provision of these Articles each of the 'A' Shareholders shall be entitled to appoint as a Director any person and to remove from office any person so appointed and appoint another person in his place.
- 18.3 Notwithstanding any other provision of these Articles the holders of not less than 75% of the issued 'B' Shares shall be entitled to appoint any 'B' Shareholder as a Director (hereinafter referred to as a "Special Director") to attend meetings of the Board convened solely for the purposes described in

Article 30 and to remove any person so appointed and appoint another 'B' Shareholder in his place as a Special Director.

- 18.4 All appointments and removals of Directors under this Article 18 shall be effected by notice in writing signed by the persons so appointing or removing and left at or sent to the Registered Office or presented at a Board Meeting. In the case of a body corporate which is a Member such notice shall be signed by a director of the body corporate duly authorised in that behalf.
19. The words "approved by resolutions of the directors" shall be deleted from Regulation 65 of Table A.
20. In Regulation 70 of Table A the words "ordinary resolution" shall be substituted for the words "Special Resolution".
21. Regulations 73 to 80 (inclusive) of Table A shall not apply to the Company and Directors shall not be liable to retirement by rotation.
22. No Director shall vacate or be required to vacate his office as a Director on or by reason of his attaining or having attained the age of 70 or any other age and any Director or any person may be re-appointed or appointed, as the case may be, as a Director notwithstanding that he had then attained the age of 70, and no special notice need be given of any resolution for the re-appointment or appointment or approval of the appointment of a Director at any age and it shall not be necessary to give the Members of the Company notice of the age of any Director or person proposed to be so re-appointed or appointed
23. The office of Director shall be vacated if the Director:
 - (a) becomes bankrupt or insolvent or makes any arrangement or composition with his creditors generally; or
 - (b) becomes prohibited from being a Director by reason of any order made under the Company Directors Disqualification Act 1986; or
 - (c) becomes a patient within the meaning of the Mental Health Act 1983 (or any modification or re-enactment thereof) and the remaining Directors direct by notice in writing to the Company that such office should be vacated; or
 - (d) resigns his office by notice in writing to the Company; or
 - (e) is sentenced to a term of imprisonment (whether or not suspended) and the remaining Directors elect by notice in writing to the Company that such office should be vacated.

Regulation 81 of Table A shall not apply to the Company.

24. Any Director who by request performs special services or goes or resides abroad for any purposes of the Company may receive such extra remuneration by way of salary, commission, percentage of profits or otherwise as the Directors may determine.

PROCEEDINGS OF DIRECTORS

25. Notice of a meeting of the Board shall be given to every Director whether or not he is present in the United Kingdom provided that notice will only be given to a Director whilst he is outside the United

Kingdom if he has notified the Company of an address for this purpose. Regulation 88 of Table A shall be modified accordingly.

26. The Board may meet together for the despatch of business, adjourn and otherwise regulate their Meetings as they think fit. A meeting of the Directors may be validly held notwithstanding that all of the Directors are not present at the same place and at the same time provided that (a) all of the Directors at the time of the meeting are in direct communication with each other whether by way of telephone, audio-visual link or other form of telecommunication; and (b) all of the Directors entitled to attend a meeting of the Directors agree to the holding of the meeting in the manner described herein. At any meeting of the Board each Director shall be entitled to cast one vote on each issue put to the vote and questions arising at any meeting shall be determined by a majority of votes. The Chairman shall not have a second or casting vote and Regulation 88 of Table A shall be modified accordingly.
27. Subject to the provisions for a Special Meeting referred to in Article 30 the quorum necessary for the transaction of business of the Board shall be two Directors present in person or their alternates.
28. In the event of a resolution being proposed at general meeting to remove from office a Director, the 'A' Shareholder responsible for the appointment of such Director shall on a poll in respect of such resolution be entitled to exercise two votes per share in respect of his shareholding.
29. A Director may vote in regard to any contract or arrangement in which he is interested or upon any matter arising therefrom and if he shall so vote his vote shall be counted and he shall be reckoned in ascertaining whether there is present a quorum at any meeting at which any such contract or arrangement is considered. A Director may act by himself or his firm in any professional capacity for the Company and he or his firm may be entitled to remuneration for professional services as if he were not a Director; provided that nothing herein contained shall authorise a Director or his firm to act as auditor to the Company. Regulations 94 to 98 (inclusive) of Table A shall not apply to the Company.
- 30.1 For the purposes of this Article 30, there shall be a Deadlock where the Directors are not able to resolve an issue put to the vote at a meeting of the Board because of an equality of votes for and against the proposal for dealing with it and the issue is not resolved within 4 days from the date of the relevant Board meeting.
- 30.2 In the event of a Deadlock each of the Directors shall within 7 days of Deadlock having arisen or become apparent, prepare and circulate to Members and the Special Director a statement setting out their respective positions on the issue in respect of which the Deadlock has arisen and their reasons for adopting that position, but on the basis that such statement shall always be prepared and delivered on a "without prejudice" basis. Following submission of the statements the Directors shall, at the earliest practical date, convene a meeting of Directors with a view solely to determining the subject of the Deadlock (hereinafter referred to as a "Special Meeting"). The quorum necessary for the transaction of business at a Special Meeting shall be one Director present in person or by his alternate and the Special Director. At such Special Meeting, following any representation which any Director may wish to make, the Special Director shall determine the issue in question and such decision shall be final and binding on the Directors and an appropriate Board resolution passed to that effect.
- 30.3 For the avoidance of doubt the Special Director shall not be entitled to attend any Board Meetings, vote or conduct any business of the Company save as provided by this Article 30.

DIVIDENDS

31. No profits of the Company available for distribution to Members by way of dividend shall be distributed for three years from the date of incorporation of these Articles.

NOTICES

- 32.1 Notice of every General Meeting of the Company shall be given to every Member of the Company and Regulation 112 of Table A shall not apply to the Company.
- 32.2 There shall be substituted for the last sentence of Regulation 115 of Table A, the words "A notice shall be deemed to be given, if posted by pre-paid first-class mail, when the envelope containing the same is posted and, if posted by any other class of pre-paid mail, at the expiration of 48 hours from such time".

WINDING UP

33. If the Company shall be wound up, the Liquidator may, with the sanction of an Extraordinary Resolution and any other sanction required by the Act, divide among the Members in specie or in kind the whole or any part of the assets of the Company and any such division may be otherwise than in accordance with the existing rights of the Members, but so that if any division is resolved on otherwise than in accordance with such rights the Members shall have the same right of dissent and consequential rights as if such resolution were a Special Resolution passed pursuant to Section 110 of the Insolvency Act 1986. A Special Resolution sanctioning a transfer or sale to another Company duly passed pursuant to the said section may in like manner authorise the distribution of any Shares or other consideration receivable by the Liquidator among the Members otherwise than in accordance with their existing rights, and any such determination shall be binding upon all the Members, subject to the right of dissent and consequential rights conferred by the said section.

INDEMNITY INSURANCE

34. Without prejudice to the provisions of Regulation 118 of Table A the Directors shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, or employees or auditors of the Company, or of any other company which is its holding company or parent undertaking or in which the Company or such holding company or parent undertaking or any of the predecessors of the Company or of such holding company or parent undertaking has any interest whether direct or indirect or which is in any way allied to or associated with the Company, or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund. For the purposes of this Regulation "**holding company**" "**parent undertaking**" and "**subsidiary undertaking**" shall have the same meanings as in the Act.