

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

RESOLUTIONS

of

MARCHAM FARMS LIMITED
(the "Company")



At an Extraordinary General Meeting of the Company duly convened and held on 30 September 1996 the following resolutions were carried as a Special Resolutions and Ordinary Resolutions, as appropriate:

SPECIAL RESOLUTIONS

- 1 THAT, the Memorandum of Association of the Company be amended, as follows:
 - (a) by deleting sub-paragraph 3(i) in its entirety and substituting therefor the following:
 - "(i) The object of the Company is to carry on in any part of the world the business of farming in all its branches; in connection therewith to acquire and deal in farm and other land and premises; to act as farm managers and experts, consultants and advisers in every branch of farming, stockbreeding, grazing and other agricultural enterprises; to carry on all or any of the businesses of graziers, millers and corn merchants, stock and poultry breeders, producers, raisers and growers of, and dealers in agricultural, horticultural, farm, garden and orchard produce of all kinds, market gardeners, nurserymen, seedsmen and florists, dairymen, contractors for the supply and delivery of milk, wholesale and retail butchers, bakers, grocers and provision merchants, manufacturers and merchants of, agents for, and dealers in feeding stuffs, manurial products and fertilisers of every description, buyers, keepers, breeders, exporters and commission salesmen of, and dealers in cattle, horses, sheep, pigs, poultry and all kinds of live and dead stock, manufacturers, merchants, hirers and letters on hire of, and dealers in agricultural and dairy implements, machinery and utensils of all

kinds, contractors for tractor work, ploughing and all operations connected with the cultivation of the soil, haulage and cartage contractors, garage proprietors, builders and contractors, builders' merchants, coal, coke and timber merchants, proprietors of camping and caravan sites, and general merchants, agents and traders; to buy, sell, manufacture, repair, alter, hire, let on hire, export, import and deal in plant, machinery appliances, apparatus, utensils, materials, produce, articles and things of every description capable of being used in connection with the foregoing businesses or any of them or likely to be required by any of the customers of, or other persons having dealings with, the Company; and

- (b) by deleting the words "and the powers of the Company derived from Section 3A of the Act" where they appear in lines 1 and 2 of subparagraph 3(ii).
- 2 That, subject to the passing of Resolution 3 below, the regulations contained in the printed document produced to the meeting and for the purpose of identification signed by the chairman thereof be and they are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of all existing Articles of Association thereof.

ORDINARY RESOLUTIONS

- 3 That, the 5,000,000 Ordinary Shares of £1 each in the share capital of the Company be re-classified so that immediately thereafter there shall be 2,500,000 "A" Ordinary Shares of £1 each in the capital of the Company (which shall include the original subscriber share of £1 formerly registered in the name of Instant Companies Limited) and 2,500,000 "B" Ordinary Shares of £1 each in the capital of the Company (which shall include the original subscriber share of £1 formerly registered in the name of Swift Incorporations Limited) such shares having those rights as set down in the new Articles of Association of the company to be adopted pursuant to Resolution 2 above.



THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

MARCHAM FARMS LIMITED

- 1 The Company's name is "MARCHAM FARMS LIMITED".
- 2 The Company's registered office is to be situated in England and Wales.
- 3¹ (i) The object of the Company is to carry on in any part of the world the business of farming in all its branches; in connection therewith to acquire and deal in farm and other land and premises; to act as farm managers and experts, consultants and advisers in every branch of farming, stockbreeding, grazing and other agricultural enterprises; to carry on all or any of the businesses of graziers, millers and corn merchants, stock and poultry breeders, producers, raisers and growers of, and dealers in agricultural, horticultural, farm, garden and orchard produce of all kinds, market gardeners, nurserymen, seedsmen and florists, dairymen, contractors for the supply and delivery of milk, wholesale and retail butchers, bakers, grocers and provision merchants, manufacturers and merchants of, agents for, and dealers in feeding stuffs, manurial products and fertilisers of every description, buyers, keepers, breeders, exporters and commission salesmen of, and dealers in cattle, horses, sheep, pigs, poultry and all kinds of live and dead stock, manufacturers, merchants, hirers and letters on hire of, and dealers in agricultural and dairy implements, machinery and utensils of all kinds, contractors for tractor work, ploughing and all operations connected with the cultivation of the soil, haulage and cartage contractors, garage proprietors, builders and contractors, builders' merchants, coal, coke and timber merchants,

¹ The objects clause was amended pursuant to a special resolution of the Company passed on 30 September 1996

proprietors of camping and caravan sites, and general merchants, agents and traders; to buy, sell, manufacture, repair, alter, hire, let on hire, export, import and deal in plant, machinery appliances, apparatus, utensils, materials, produce, articles and things of every description capable of being used in connection with the foregoing businesses or any of them or likely to be required by any of the customers of, or other persons having dealings with, the Company.

- (ii) Without prejudice to the generality of the object the Company has power to do all or any of the following things:
 - (a) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.
 - (b) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any 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.
 - (c) 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.
 - (d) 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.
 - (e) To invest and deal with the moneys 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.

- (f) 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).
- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (k) 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.

- (l) 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.
- (m) 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.
- (n) 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.
- (o) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.
- (p) 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.
- (q) To distribute among the Members of the Company in kind any property of the Company of whatever nature.
- (r) 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.

- (s) 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, 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 dependents of such persons; to make payments towards insurance including insurance for any Director, officer or Auditor against any liability as is referred to in Section 310(1) of the Act; 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.
- (t) 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.
- (u) To procure the Company to be registered or recognised in any part of the world.
- (v) 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 thorough agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- (w) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's object or of any of the powers given to it by the Act or by this Clause.

AND so that:

- (1) None of the provisions set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such provision, and none of such provisions shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other provision 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) 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.
 - (3) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in 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 Company's share capital is £5000000 divided into 5000000 shares of £1 each.²

² The share capital of the Company was reclassified by a resolution of the Company passed on 30 September 1996 so that immediately thereafter there were 2,500,000 "A" Ordinary Shares of £1 each and 2,500,000 "B" Ordinary Shares of £1 each in the capital of the Company having those rights as set down in the new Articles of Association of the Company adopted on such date.



THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

MARCHAM FARMS LIMITED (the "Company")

(Adopted by Special Resolution passed on 30 September 1996)

1 Preliminary

1.1 In these Articles:

"Act" means the Companies Act 1985 (as amended).

"A" Director means a Director appointed by the "A" Shareholder.

"A" Shareholder means the holder for the time being of all the "A" Shares.

"A" Shares means "A" Ordinary Shares of £1 each in the capital of the Company.

"B" Director means a Director appointed by the "B" Shareholder.

"B" Shareholder means the holder for the time being of all of the "B" Shares.

"B" Shares means "B" Ordinary Shares of £1 each in the capital of the

Company.

"Director" means an "A" Director or a "B" Director, as the case may require, and **"Directors"** shall be construed accordingly.

"person" means a natural or legal person (including bodies corporate).

"Shares" means "A" Shares or "B" Shares or, as the context requires, "A" Shares and "B" Shares.

"Statutes" means the Act and any statutory modification or re-enactment thereof for the time being in force and every other Act concerning companies and affecting the Company.

"Table A" means Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985. References to regulations are to regulations in Table A.

- 1.2 If at any time the "A" Shares or the "B" Shares shall be held by more than one member, references in these Articles to the "A" Shareholder or the "B" Shareholder shall, unless the context otherwise requires, be construed as all the holders of the "A" Shares or the "B" Shares (as the case may be) acting by the decision of the holders of a majority of such Shares.
- 1.3 Subject as hereinafter provided, the regulations contained in Table A shall apply to the Company.
- 1.4 Regulations 2, 3, 17, 24, 38, 40, 41, 50, 54, 60, 61, 73 to 78 inclusive, 101 and 118 shall not apply to the Company, but the Articles hereinafter contained and the remaining regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

2 Shares

- 2.1 The share capital of the Company at the date of the adoption of these Articles is £5,000,000 divided into 2,500,000 "A" Ordinary Shares of £1 each and 2,500,000 "B" Ordinary Shares of £1 each.
- 2.2 The "A" Shares and the "B" Shares shall be separate classes of Shares but save as hereinafter otherwise provided shall carry the same rights and privileges and shall rank *pari passu* in all respects.
- 2.3 Subject to the provisions of Articles 2.4, 2.5 and 2.6, the Directors may unconditionally exercise the power of the Company to allot relevant securities (within the meaning of section 80(2) of the Act) and without prejudice to the generality of the foregoing any Shares unissued at the date of adoption of these Articles and any Shares hereafter created shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons (including the Directors themselves) on such terms and at such times as they may think proper, provided that no Shares shall be issued at a discount.
- 2.4 The maximum nominal amount of share capital which or in respect of which the Directors may allot, grant options or subscription or conversion rights, create, deal or otherwise dispose of in accordance with this Article shall be the amount by which the nominal amount of the authorised but unissued share capital exceeds the nominal amount of the issued share capital of the Company at the date of adoption of these Articles.
- 2.5 The authority conferred on the Directors by Articles 2.3 and 2.4 shall expire on the day preceding the fifth anniversary of the date of Adoption of Articles.
- 2.6 Unless agreed otherwise in writing by the holders of all the Shares, unissued Shares in the capital of the Company for the time being shall only be allotted as follows:

- (a) every allotment shall be of an equal number of "A" Shares and "B" Shares;
 - (b) on the occasion of each allotment the "A" Shares and the "B" Shares shall be allotted at the same price (not being at a discount) and on the same terms as to date for payment, ranking for dividend and otherwise howsoever; and
 - (c) no Shares of either class shall be issued otherwise than to members holding Shares of the same class without the prior written consent of all the members.
- 2.7 Save as provided in Articles 2.3 to 2.6 (inclusive), the Directors shall have no power to issue unissued Shares and shall not allot, grant options or subscription or conversion rights over or otherwise dispose of the same.
- 2.8 The provisions of section 89(1) of the Act shall not apply to the Company.

3 Lien and forfeiture

3.1 The lien conferred by regulation 8 shall apply to:

- (a) all Shares of the Company whether fully paid or not;
- (b) all Shares registered in the name of any person indebted or under liability to the Company, whether he be the sole registered holder thereof or one of several joint holders;

and shall be for all indebtedness or other liability to the Company of any member.

Regulation 8 shall be modified accordingly.

- 3.2 The Directors shall not be entitled to sell any "A" Shares on which the Company has from time to time a lien without the prior consent in writing of the "B" Shareholder. Regulation 9 shall be modified accordingly.
- 3.3 The Directors shall not be entitled to exercise any right of forfeiture in respect of "A" Shares from time to time or to sell, re-allot or otherwise dispose of any "A" Shares which have from time to time been forfeited without the prior consent in writing of the "B" Shareholder. Regulations 19 and 20 shall be modified accordingly.
- 3.4 The provisions of Articles 3.2 and 3.3 shall apply mutatis mutandis to "B" Shares as if references therein to the consent of the "B" Shareholder were to the consent of the "A" Shareholder.

4 Transfer of Shares

- 4.1 Subject to Articles 4.9 and 4.10 and unless in any particular case all the holders for the time being of the "A" Shares and "B" Shares otherwise agree in writing, none of the shares of the Company shall be transferred and the Directors shall not register any transfer of any shares of the Company except pursuant to this Article.
- 4.2 Every holder of "A" Shares or "B" Shares who wishes to transfer all or any of his shares or to dispose of any interest therein (such holder being hereinafter referred to as a "**Vendor**") shall serve on the Directors of the Company a notice in writing of his wish so to do accompanied by the relevant share certificate[s]. Such notification (hereinafter called a "**Transfer Notice**") shall state the number of shares which the Vendor desires to transfer or dispose of and shall constitute the Directors his agents for the sale of such shares (hereinafter called the "**Sale Shares**") at the Sale Price (as defined in Article 4.8). The Transfer Notice shall also give details of the person, if any, to whom the Vendor wishes to transfer the Sale Shares in the event that no purchaser shall have been found pursuant to Articles 4.3 to 4.5 (both paragraphs inclusive). Save as provided in Article 4.4,

a Transfer Notice once given or deemed to be given shall not be capable of being withdrawn. A Vendor may specify in the Transfer Notice that it is conditional on a minimum number of Sale Shares (the "**minimum sale number**") therein specified being transferred and in such case such Transfer Notice shall operate accordingly and take effect in accordance with the provisions of Article 4.4.

- 4.3 Within 7 days after a Transfer Notice has been received by the Directors or is deemed to have been given or, if later, within 7 days after the Sale Price shall have been determined the Directors shall offer the Sale Shares giving details in writing of the number of the Sale Shares and the Sale Price to the holders of the existing Shares (other than the Vendor) pro-rata as nearly as may be in proportion to the number of shares then held by such holders, and inviting each such shareholder to state in writing within 21 days from the date of the offer notice whether he is willing to purchase any of the Sale Shares at the Sale Price and, if so, the maximum number thereof. Each such offer shall specify any minimum sale number stipulated in the Transfer Notice. The Directors shall also give details to the holders of the then existing Shares (other than the Vendor) of the person, if any, to whom the Vendor wishes to transfer the Sale Shares in the event that no purchaser shall have been found pursuant to Articles 4.3 to 4.5 (both paragraphs inclusive). At the expiration of the said period the balance of any Sale Shares offered to the holders of Shares but not so accepted shall be offered to the holders of the Shares who have accepted all the shares to which they are respectively entitled who shall, if more than one, be entitled to purchase such balance of shares in the proportion as nearly as the circumstances will admit to the number of Shares (including any accepted pursuant to the foregoing provisions of this paragraph) then held by each of them respectively. Such further offer shall be deemed to have been refused if not accepted within 14 days of the date of the further offer.
- 4.4 The Directors shall as soon as practicable after the expiration of the above periods give notice to the Vendor of whether members have been found willing to purchase at least the minimum sale number of Sale Shares. If such notice

shall state that members have not been found willing to purchase at least the minimum sale number of Sale Shares, the following provisions of this Article shall not apply and the Transfer Notice shall be treated as withdrawn. If such notice shall state that members have been found who are willing to purchase at least the minimum sale number of Sale Shares, the notice shall state the numbers of Sale Shares which members are willing to purchase. Every such notice shall state the name and address of each proposed purchaser and the number of shares agreed to be purchased by him. If the Directors shall under the preceding paragraphs of this Article have found members willing to purchase all the Sale Shares or at least the minimum sale number of Sale Shares, the Vendor shall be bound, on receipt of the Sale Price per share, to transfer the Sale Shares (or such of the same for which the Directors shall have found purchasers) to the purchasers specified by the Directors in accordance with this Article. The purchase shall be completed as soon as reasonably practicable at a place and time to be appointed by the Directors when, against payment of the Sale Price for each share and any relevant stamp duties, the purchaser(s) shall be registered as the holder(s) of the relevant shares in the Register of Members of the Company and share certificate(s) in the names of such purchaser(s) and in respect of the relevant shares shall be delivered.

- 4.5 If the Vendor, after having become bound to transfer any Sale Shares to a purchaser, makes default in so doing, the Directors shall authorise some person (who shall be deemed to be the attorney of the Vendor for that purpose) to execute any necessary transfer of the Sale Shares in favour of the purchaser and shall enter the name of the purchaser in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to him as aforesaid. The Company shall receive the purchase money on behalf of the Vendor but shall not be bound to earn or pay interest thereon. The receipt of the Company for the purchase money shall be a good discharge to any purchaser who shall not be bound to see to the application thereof, and after the name of the purchaser has been entered in the Register of Members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

- 4.6 If by the end of the applicable periods specified in Article 4.3 the Directors shall not have found purchasers for all or at least the minimum sale number of the Sale Shares pursuant to this Article, the Vendor shall be at liberty to sell and transfer all or any of the Sale Shares for which no purchasers shall have been found at any time within the following 6 months to the person, if any, specified in the Transfer Notice as the person to whom the Vendor wishes to transfer the Sale Shares or, if no such person is specified, any person or persons in pursuance of a bona fide sale in each case at any price not being less than the Sale Price. Provided that the Directors shall require to be satisfied that such Shares are being transferred in pursuance of a bona fide sale for a consideration not being less than the Sale Price without any deduction, rebate or allowance whatsoever to the purchaser and if not so satisfied they shall refuse to register the transfer or instrument concerned.
- 4.7 For the purpose of ensuring that a transfer of Shares is in accordance with the foregoing provisions of this Article and duly authorised hereunder or for the purpose of ascertaining when a Transfer Notice is deemed to have been given hereunder the Directors may require any member, the legal personal representatives of a deceased member, the trustee in bankruptcy of a bankrupt member or the liquidator of any corporate 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 they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such request or if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares, the Directors shall refuse to register the transfer in question and shall be entitled to serve a Transfer Notice in respect of the Shares concerned and the provisions of these Articles shall take effect accordingly.
- 4.8 For the purposes of this Article the expression the "**Sale Price**" shall mean the fair value per share as the Vendor and the Directors shall agree or, failing agreement as the auditors of the Company within 14 days of the date of the

Transfer Notice, by an independent chartered accountant appointed by agreement of the Vendor and the Directors (or failing such agreement within 21 days of the date of the Transfer Notice appointed at the request of either the Vendor or the Directors by the President for the time being of the Institute of Chartered Accountants of England and Wales) acting as expert and not as arbitrator shall state in writing to be in their his opinion the fair selling value of the Sale Shares on the open market having regard to the fair value of the business of the Company as a going concern and on the basis of an arm's length transaction as between a willing vendor and a willing purchaser but disregarding the fact that the Sale Shares may comprise only a minority holding in the Company. The determination of the independent chartered accountant shall, in the absence of manifest error, be final and binding on all concerned and his costs shall be borne as he shall reasonably determine. For this purpose the independent chartered accountant shall be given by the Directors, and shall take account of, all information which a prudent prospective purchaser of the entire issued share capital of the Company might reasonably require if such purchaser were proposing to purchase it from a willing Vendor by private treaty and at arm's length. The Directors shall procure that a copy of the valuation is sent to the Vendor as soon as practicable after the issue thereof.

4.9 The provisions of Articles 4.1 to 4.8 (both paragraphs inclusive) shall not apply to:

- (a) any transfer by a member to a privileged relation of such member;
- (b) any transfer to trustees to be held on the trusts of a family trust or by one trustee to another where the shares remain in the same settlement;
- (c) in the case of a member being a body corporate, any transfer to a member of the same group.

4.10 For the purposes of this Article:

- (a) **"privileged relation"** means and includes husband or wife or widower or widow and all lineal descendants and ascendants in direct line and brothers and sisters (including the husband or wife or widower or widow of any of the above persons). In the event of any person ceasing to be a privileged relation of the person from whom he acquired any shares, the former privileged relation shall be bound to notify the Directors in writing forthwith that such an event has occurred and, if and when requested in writing by the Directors so to do, to give a Transfer Notice (as defined in and for the purposes of Articles 4.1 to 4.8 (both paragraphs inclusive)) in respect of the shares concerned.
- (b) Where shares have been transferred under Article 4.9(b) to trustees, the relevant shares may on a change of trustees be transferred to the trustees for the time being of the trusts concerned and Article 4.9(b) shall be deemed to permit transfers of any of the relevant shares to privileged relations of the member or former member concerned rather than to privileged relations of any such trustee. If and whenever any of the relevant shares come to be held otherwise than on family trusts (otherwise than in connection with a transfer by the trustees authorised under this Article) the trustees shall be bound to notify the Directors in writing forthwith that such event has occurred and, if and when required in writing by the Directors so to do, to give a Transfer Notice (as defined in and for the purposes of Articles 4.1 to 4.8 (both paragraphs inclusive)) in respect of the shares concerned.
- (c) **"family trusts"** means trusts (whether arising under a settlement inter vivos or a testamentary disposition by whomsoever made or on an intestacy) under which no immediate beneficial interest in the shares in question is for the time being vested in any person other than a particular member or deceased or former member and his privileged relations and no power of control over the voting powers conferred by such shares is for the time being exercisable by or subject to the consent of any person other than the trustees as trustees or the member concerned or a

privileged relation of such member.

- (d) Where shares have been transferred under Article 4.9(c) (whether directly or by a series of transfers thereunder) from a body corporate (the "**transferor company**", which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group (the "**transferee company**") otherwise than under a scheme of reconstruction or amalgamation whereunder the transferor company is placed in liquidation and the transferee company acquires the whole or the major part of its undertaking and assets, and subsequently the transferee company ceases to be a member of the same group as the transferor company, the transferee company shall be bound to notify the Directors in writing forthwith that such event has occurred and (unless within 14 days after such event the relevant shares are transferred to the transferor company or a member of the same group as the transferor company any such transfer only being deemed to be authorised under Article 4.9(c) the transferee company shall be deemed to have given a Transfer Notice (as defined in and for the purposes of Articles 4.1 to 4.8 (both paragraphs inclusive)) in respect of the relevant shares.
- (e) a "**member of the same group**" means a company (within the meaning ascribed thereto by section 736(3) of the Act) which is for the time being a holding company of the transferor company or a subsidiary of the transferor company or any such holding company or a company acquiring the whole or the major part of the undertaking and assets of the transferor company under a scheme of reconstruction or amalgamation whereunder the transferor company is placed in liquidation.
- (f) the "**relevant shares**" means and includes, so far as the same remain for the time being held by the privileged relation, trustees or the transferee company, the shares originally transferred and any additional shares issued or transferred to the privileged relation, the trustees or the

transferee company (as the case may be) by virtue of the holding of the relevant shares or any of them or the membership thereby conferred.

- 4.11 Notwithstanding anything contained in these Articles, the Directors may decline to register any transfer of any share on which the Company has a lien to a person of whom they shall not approve and shall, subject to Articles 4.9 to 4.10 (both paragraphs inclusive), refuse to register any proposed transfer of a share other than a transfer made pursuant to or permitted by the provisions of Articles 4.1 to 4.8 (both paragraphs inclusive).
- 4.12 If a member which is a body corporate shall come under the control of a person who does not at the date of adoption of these Articles have control of such member then it and any other person to which it may have transferred its shares pursuant to Article 4.9(c) shall be obliged to serve a Transfer Notice in respect of all shares held by it or them in the Company within one month of the date on which that member came under such control. If such member or any other company obliged to serve a Transfer Notice under this provision has not so served a Transfer Notice by the end of the period stipulated they shall be deemed forthwith to have served a Transfer Notice in respect of all such shares as are mentioned above and the provisions of Article 4.2 shall apply accordingly. A Transfer Notice so served or so deemed served pursuant to Article 4.2 shall not be revocable in any circumstances whatsoever. For purpose of this Article 4.14 "control" shall have the meaning ascribed to it by the section 840 of the Income and Corporation Taxes Act 1988.

5 General meetings

- 5.1 An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution or a resolution appointing a person as a Director shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least 14 days' notice but a general meeting, other than one called for the passing of an elective resolution, may be called by shorter notice if so agreed:

- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
- (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote being a majority together holding not less than 95 per cent. in nominal value of the Shares giving that right or such lesser percentage, not being less than 90 per cent., as may be specified in or pursuant to any elective resolution passed by the Company.

The notice shall specify the time and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it and, in the case of an annual general meeting, shall specify the meeting as such.

Subject to the provisions of these Articles and to any restrictions imposed on any Shares, the notice shall be given to all members and to the Directors and the auditors.

- 5.2 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. Two members present in person or by proxy, being one person being or representing the "A" Shareholder and one person being or representing the "B" Shareholder shall be a quorum for all purposes. A corporation being a member shall be deemed to be personally present if represented in accordance with the provisions of section 375 of the Act.
- 5.3 Regulation 41 shall be modified by the insertion at the end of that regulation of the following sentence: "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.".
- 5.4 A poll may be demanded at any general meeting by the Chairman of the meeting

or by any member present in person or by proxy. Regulation 46 shall be modified accordingly.

5.5 The Chairman at any general meeting shall not be entitled to a second or casting vote.

5.6 A resolution in writing in accordance with regulation 53 shall be deemed to have been duly executed on behalf of a corporation if signed by one of its directors or its secretary. In the case of a Share held by joint holders the signature of any one of them on behalf of all such joint holders shall be sufficient for the purposes of that regulation. The Directors shall cause a record of each resolution in writing, and of the signatures to it, to be entered in a book in the same way as minutes of proceedings of a general meeting of the Company and to be signed by a Director or the secretary of the Company.

5.7 Before a resolution in writing is executed, the Company, if it is required by section 381B of the Act to do so:

- (a) shall send a copy of the proposed resolution to the auditors; and
- (b) shall ensure that the resolution is not passed unless either it has received the auditors' notification in the terms of section 381B(3)(a) of the Act or the period for giving a notice under section 381B(2) has expired without any notice having been given to the Company by the auditors in accordance with that sub-section.

5.8 On a show of hands every member present in person or by proxy shall have one vote and on a poll every member so present shall have one vote for every "A" Share and one vote for every "B" Share of which he is the holder.

6 Directors

6.1 Unless and until determined by a special resolution of the Company, there shall

be no maximum number of directors and the minimum shall be one. Any sole director (and whether an "A" Director or "B" Director) shall have authority to exercise all the powers and discretions by Table A or the Articles expressed to be vested in the Directors generally and Regulation 64 in Table A shall not apply while Regulation 89 shall be modified accordingly.

- 6.2 The holder of the "A" Shares may at any time and from time to time by a memorandum signed by the holders of a majority of the "A" Shares appoint any person to be a Director (but so that not more than 50% of the maximum number of Directors for the time being shall be appointed by the holders of the "A" Shares) and may in like manner remove any Director appointed by the holders of the "A" Shares and appoint another in his place and may similarly fill any other vacancy in the Directors to be appointed by the holders of the "A" Shares. Any such appointment or dismissal shall take effect at and from the time when the memorandum is lodged at the registered office of the Company or produced to a meeting of the Directors.
- 6.3 The rights conferred by the preceding paragraph on the holders of the "A" Shares shall mutatis mutandis apply in respect of the holders of the "B" Shares in relation to the Director or Directors appointed by the holders of the "B" Shares but so that not more than 50% of the maximum number of Directors for the time being shall be appointed by the holders of the "B" Shares.

7 Powers and duties of Directors

- 7.1 Subject to the provisions of the Statutes, a Director may be interested directly or indirectly in any contract or arrangement or in any proposed contract or arrangement with the Company or with any other company in which the Company may be interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor of the Company or any subsidiary thereof) under the Company or any such other company and he or any firm of which he is a member may act in a professional capacity for the Company or any such other company and be remunerated therefor.

Notwithstanding his interest a Director may vote on any matter in which he is interested and be included for the purpose of a quorum at any meeting at which the same is considered and he may retain for his own benefit all profits and advantages accruing to him. Regulation 94 shall be modified accordingly.

8 Rotation of Directors

- 8.1 The Directors shall not be liable to retire by rotation and accordingly the second and third sentences of regulation 79 shall be deleted.

9 Alternate Directors

- 9.1 Any appointment or removal of an alternate Director made under Table A shall be delivered at the registered office of the Company. In regulation 65 the words "approved by resolution of the directors and" shall be deleted.
- 9.2 If his appointor is for the time being absent from the United Kingdom or otherwise not available the signature of an alternate Director to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate Director shall be deemed to be a Director for the purpose of signing instruments pursuant to Article 12.
- 9.3 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements with the Company and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director, but he shall not be entitled to receive from the Company in respect of his appointment as alternate Director any remuneration, except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

10 Proceedings of Directors

- 10.1 Subject to the provisions of these Articles and to any agreement from time to

time between the members, the Directors may regulate their proceedings as they think fit. A Director may, and the secretary at the request of a Director shall, call a meeting of the Directors.

10.2 The Directors may from time to time appoint committees consisting of one or more "A" Directors and one or more "B" Directors and may delegate any of their powers to any such committee. Any such delegation may be made subject to any conditions the Directors may impose, and either collaterally with or to the exclusion of their own powers and may be revoked or altered. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may from time to time be imposed upon it by the Directors but may meet and adjourn as it thinks proper.

10.3 Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in the meeting in this manner shall be deemed to constitute presence in person at such meeting.

10.4 The continuing Directors (provided that there is a quorum as defined above) may act notwithstanding any vacancies in their number.

10.5 For a signed resolution under regulation 93 to be effective it shall not be necessary for it to be signed by a Director who is prohibited by the Articles or by law from voting thereon. Regulation 93 shall be modified accordingly.

11 The seal

11.1 If the Company has a seal, it shall only be used with the authority of the Directors or a committee of the Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or second Director. The obligation under regulation 6 relating to the sealing of share

certificates shall apply only if the Company has a seal.

- 11.2 If the Company has a common seal the Company may also have an official seal for use abroad under the provisions of the Act, where and as the Directors shall determine, and the Company may by writing under the common seal appoint any agents or agent, committees or committee abroad to be the duly authorised agents of the Company, for the purpose of affixing and using such official seal, and may impose such restrictions on the use thereof as may be thought fit. Wherever in these Articles reference is made to the common seal of the Company, the reference shall, when and so far as may be applicable, be deemed to include any such official seal as aforesaid.

12 Notices

- 12.1 Every Director of the Company and every alternate Director shall be entitled to receive notices of general meetings (at his usual address or such other address as he may notify to the Company) in addition to the persons so entitled under the Statutes. The third sentence of regulation 112 shall be deleted.
- 12.2 Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail, and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 shall be modified accordingly.
- 12.3 In the first sentence of regulation 112 the words "(or at such other address, whether within or outside the United Kingdom, as he may supply to the company for that purpose)" shall be inserted after "registered address".
- 12.4 A notice posted to an address outside the United Kingdom shall be deemed, unless the contrary is proved, to be given at the expiration of 7 days after the envelope containing it was posted and regulation 115 shall be modified accordingly.

- 12.5 Regulation 116 shall be modified by the substitution of the words "the address, if any, whether within or outside the United Kingdom" for the words "the address, if any, within the United Kingdom" in the first sentence thereof.

13 Indemnity

- 13.1 Subject to the provisions of, and so far as may be consistent with, the Statutes but without prejudice to any indemnity to which a Director may be otherwise entitled, every Director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and/or discharge of his duties and/or the exercise of his powers and/or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.