

THE COMPANIES ACT 1985

COMPANY NUMBER : 3312273

**SPECIAL RESOLUTION OF  
PROMOTIONAL OFFER LIMITED**

I, the undersigned, being the the representative of sole member for the time being of the above-named Company **HEREBY PASS** the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Regulation 53 in Table A (which Regulation is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

That the Articles of Association of the Company be altered by deleting Article 4 and by substituting therefor the new Article 4 contained in the document attached hereto and for the purpose of identification marked 'A'.

*S. Hodge*

for and on behalf of York Place Company Nominees Limited

Dated 27 June 1997



York Place Company Services Ltd  
12 York Place  
Leeds LS1 2DS  
Tel: 0113 2420222

**'A'**

- a) The Directors may decline to register a transfer :-
- (i) Of a share not fully paid to a person of whom they do not approve; and
  - (ii) Of a share on which the Company has a lien.
- (b) (i) Every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "transfer notice"). Subject as hereinafter mentioned a transfer notice shall constitute the Company the Vendor's agent for the sale of the share or shares specified therein (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the members other than the Vendor at a price to be agreed upon by the Vendor and the Directors. Where no such agreement is reached within twenty-one days of the giving or deemed giving of the transfer notice to the Company the price shall be fixed by a Chartered Accountant (hereinafter referred to as "the Valuer") (whose appointment shall be agreed upon by the Directors and the Vendor but in case of disagreement by the President for the time being of the Institute of Chartered Accountants in England and Wales) acting as expert and not as arbitrator who shall by writing under his hand certify to be in his opinion the fair value of the said shares as between a willing seller and a willing buyer. A transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this Clause none shall be sold and any such provision shall be binding on the Company.
- (ii) If the Valuer is asked to certify the fair price as aforesaid the Company shall as soon as it receives the Valuer's certificate serve a certified copy thereof on the Vendor and the Vendor shall be entitled by notice in writing given to the Company within twenty one days of service upon him of the said certified copy to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.
  - (iii) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the Vendor of the number and price of the said shares and invite each such member to apply in writing to the Company within twenty one days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any therein) as he shall specify in such application.
  - (iv) If the said members shall within the said period of twenty one days apply for all or (except where the transfer notice provides otherwise) any of the said shares the Directors shall allocate the said shares or so many of them as shall be applied for as aforesaid to the applicant or applicants and in case of competition in proportion according to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided no applicant shall be required to take more than the maximum number of shares specified by him as

aforesaid and the Company shall forthwith give notice of such allocation (hereinafter called an "allocation notice") to the Vendor and to the person or persons to whom the shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than fourteen and not later than twenty eight days after the date of the allocation notice) at which the sale of the shares so allocated shall be completed.

- (v) The Vendor shall be bound to transfer the shares comprised in an allocation notice to the Purchaser or Purchasers named therein at the time and place therein specified; and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the Purchaser or Purchasers thereof against payment of the price to the Company. On payment of the price to the Company the Purchaser or Purchasers shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfers the Purchaser or Purchasers shall be entitled to insist upon his name or their names being entered in the Register of Members as the holder or holders by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.
- (vi) During the six months following the expiry of the said period of twenty one days referred to in sub-clause (iii) hereof the Vendor shall be at liberty subject to Clause (a) hereof to transfer to any persons and at any price not being less than the price fixed under sub-clause (i) or sub-clause (ii) hereof any of the said shares comprised in the transfer notice not allocated by the directors in an allocation notice provided that if the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold none should be so sold the Vendor shall not be entitled save with the written consent of all the other members of the Company to sell only some of the shares comprised in the transfer notice.
- (c) (i) Any member, being a body corporate, which shall go into liquidation or any person entitled to any share in consequence of the bankruptcy or insolvency of any member shall, at any time if and when called upon by the Directors to do so, be bound to give a transfer notice pursuant to sub-clause (b) (save as herein otherwise provided) in respect of the shares held by such person and shall be deemed to be a member desiring to transfer all the shares registered in the name of the member concerned PROVIDED ALWAYS THAT a transfer notice deemed to have been given pursuant to this sub-clause shall not be capable of being cancelled pursuant to sub-clause (b) (ii) above nor shall it contain or be deemed to contain a provision that unless all the shares comprised therein are sold none shall be so sold.
- (ii) A person entitled to any shares in consequence of the death of any member shall be bound, if and when required by the Directors so to do, at any time being not less than three months after the death of the member, to give a transfer notice in accordance with sub-clause (b) above but subject to the proviso referred to in sub-clause (c) (i) above and shall be deemed to be a member desiring to transfer all the

shares registered in the name of the deceased member and shall be deemed to be the Vendor for the purpose of sub-clause (b).

- (iii) Any member of the Company who has been in the employment of the Company or of any of its subsidiaries or who has been a Director of the Company or of any of its subsidiaries shall be bound forthwith upon the cessation of such employment or vacation of or removal from office as a Director to give a transfer notice in accordance with sub-clause (b) above but subject to the proviso referred to in sub-clause (c) (i) above in respect of all the shares of which he is the registered holder within 14 days of his ceasing for any reason (save as set out below) to be such an employee or Director and shall be deemed to be a member desiring to transfer all the shares registered in his name and shall be deemed to be the Vendor for the purpose of sub-clause (b). For the purpose of this provision a person shall cease to be such an employee if he ceases for any reason whatsoever to be employed including (but without prejudice to the generality of the foregoing) incapacity or breach of contract by the employee or notice given by the employer but excluding any cessation of employment resulting from wrongful dismissal or from any notice from the employer where there has been no breach of contract by the employee.
- (iv) Any person who shall have become a member of the Company as a result of any transfer from any employee or Director of the Company or of any subsidiary of the Company within 6 months of the transferor ceasing for any reason, to be such an employee or Director (other than any cessation of employment resulting from wrongful dismissal or from any notice from the employer where there has been no breach of contract by the employee) shall be bound, if and when called upon by the Directors to do so within 6 months of such cessation of employment or Directorship, to give a transfer notice in accordance with sub-clause (b) above but subject to the proviso referred to in sub-clause (c)(i) above, and shall for all purposes of sub-clause (b) be deemed to be desiring to transfer all the shares registered in the name of such member.
- (d) In any case where under the provisions of this Article any person shall have become obliged or bound to give a transfer notice and such transfer notice is not given within a period of one month of a person becoming so obliged or bound, a transfer notice shall be deemed to have been given at the expiration of the said period and the provisions of this Article shall take effect accordingly.

THE COMPANIES ACT 1985

COMPANY NUMBER :3312273

**SPECIAL RESOLUTION OF  
PROMOTIONAL OFFER LIMITED**

I, the undersigned, being the representative of the sole member for the time being of the above-named Company **HEREBY PASS** the following resolution as a Special Resolution and agree that the said resolution shall, pursuant to Regulation 53 in Table A (which Regulation is embodied in the Articles of Association of the Company), for all purposes be as valid and effective as if the same had been passed at a General Meeting of the Company duly convened and held.

It is resolved:

That the Memorandum of Association of the Company be altered by deleting sub-clause (a) of Clause 3 and by substituting therefor the following new sub-clause contained in the document attached hereto and for the purpose of identification marked 'B'.



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for and on behalf of York Place Company Nominees Limited

Dated 27 June 1997

York Place Company Services Ltd  
12 York Place  
Leeds LS1 2DS  
Tel: 0113 2420222

**'B'**

- (a) To carry on the business of a holding company in all its branches and for that purpose in particular to acquire by purchase lease concession grant licence or otherwise deal in such businesses options rights privileges lands buildings leases underleases stocks shares debenture bonds obligations securities reversionary interests annuities policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold manage develop lease sell or dispose of the same and to vary any of the investments of the Company and to enter into assist or participate in financial commercial mercantile industrial and other transactions undertakings and business of every description; to carry on all or any of the businesses of financiers financial agents insurance brokers and agents company promoters mortgage brokers commission and general agents general merchants; to co-ordinate the policy and administration of any subsidiary companies or any companies of which this Company is a Member or which are in any manner controlled by this Company; to carry on any other trade or business whether subsidiary or not which can in the opinion of the Company be carried on advantageously in connection with any of the trades or businesses aforesaid or which in the opinion of the Company will enhance the value of any of the Company's property.

# **THE COMPANIES ACTS 1985 AND 1989**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **MEMORANDUM OF ASSOCIATION OF**

### **PROMOTIONAL OFFER LIMITED**

1. The Company's name is PROMOTIONAL OFFER LIMITED.
2. The Company's registered office is to be situated in England and Wales.
- \* 3. The Company's objects are:-
  - (a) To carry on the business of a holding company in all its branches and for that purpose in particular to acquire by purchase lease concession grant licence or otherwise deal in such businesses options rights privileges lands buildings leases underleases stocks shares debenture bonds obligations securities reversionary interests annuities policies of assurance and other property and rights and interests in property as the Company shall deem fit and generally to hold manage develop lease sell or dispose of the same and to vary any of the investments of the Company and to enter into assist or participate in financial commercial mercantile industrial and other transactions undertakings and business of every description; to carry on all or any of the businesses of financiers financial agents insurance brokers and agents company promoters mortgage brokers commission and general agents general merchants; to co-ordinate the policy and administration of any subsidiary companies or any companies of which this Company is a Member or which are in any manner controlled by this Company; to carry on any other trade or business whether subsidiary or not which can in the opinion of the Company be carried on advantageously in connection with any of the trades or businesses aforesaid or which in the opinion of the Company will enhance the value of any of the Company's property.
  - (b) To purchase or by any other means acquire any freehold, leasehold or other property for any estate or interest whatever and any rights or privileges of any kind over or in respect of any property and any real or personal property or rights whatsoever which may be necessary for, or may be conveniently used with, or may enhance the value of any other property of the Company.
  - (c) To 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, copyrights, secret processes, trade marks, designs, protections and concessions which may appear likely to be advantageous or useful to the Company in pursuit of any trade or business carried on by the Company and to 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.

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\* Sub-clause 3 (a) was altered by Special Resolution dated 27 June 1997.

- (d) 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 chooses 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 limiting competition, or for mutual assistance with 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.
- (e) To improve, manage, cultivate, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (f) To invest and deal with the moneys of the Company not immediately required upon such securities and in such manner as may from time to time be determined.
- (g) To lend or advance money or give credit to any persons, firms or companies or others having dealings with the Company upon such terms and with or without security and subject to such conditions as may seem desirable and to give guarantees or become security for any such persons, firms, companies or others.
- (h) To guarantee support or to secure whether by personal obligation or covenant or by mortgaging or charging all or any part of the undertaking property and assets (present and future) and uncalled capital of the Company or by any one or more or all of such methods or by any other method the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of, and premiums, interest, dividends, and other moneys payable on or in respect of, any debentures, debenture stock, loan stock, shares or other securities, liabilities or obligations of any person firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company, as defined in section 736 of the Companies Act 1985, (as re-enacted by the Companies Act 1989 or any subsequent re-enactment or amendment thereof) or a subsidiary undertaking (as defined by Section 258 of the Companies Act 1985 or any re-enactment or amendment thereof) of the Company, or another subsidiary of such holding company or otherwise associated with the Company in business or through shareholdings.
- (i) To borrow and raise money in any manner and to secure the repayment of 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, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable instruments that may be incidental or conducive to the Company's commercial activity.
- (k) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) or any corporations, companies or persons, that may seem conducive to the



attainment of the Company's object and to obtain from any such government or authority, corporation, company or person, any charters, contracts, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, contracts, decrees, rights, privileges and concessions.

- (l) To subscribe for, take, purchase, or otherwise acquire and hold shares, stock or other interests in or obligations of any other company or corporation.
- (m) To promote any other company for the purpose of acquiring all or any of the 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, let, licence, develop or otherwise deal with the whole or any part of the undertaking of the Company, either together or in portions upon such terms, as the Company may think fit, with power to accept shares, debentures, or securities of any company purchasing the same.
- (o) To undertake and perform sub-contracts and also to act in any of the businesses of the Company through or by means of agents, brokers, sub-contractors or others.
- (p) 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.
- (q) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment subject to the provisions of the Companies Act 1985 (or any statutory modification or re-enactment thereof) to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise.
- (r) To pay out of the funds of the Company all costs and expenses of or incidental to 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 purchase and maintain insurance policies to indemnify the officers and auditor of the Company against any costs, expenses and liabilities arising from negligence, default, breach of duty or trust incurred by them in discharge of their duties or in relation thereto pursuant to the provisions contained in section 310(3) of the Companies Act 1985.
- (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; to remunerate the Directors of the Company in any manner the Company may think fit and to pay or provide pensions for or make payments to or for the benefit of any persons who are or were at any time in the employment or service of the Company or of any company for the time being the Company's holding company or subsidiary company as

defined by Section 736 of the Companies Act 1985 or otherwise associated with the Company in business and the wives, widows, families and dependants of any such persons; to make payments towards life insurance; 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 as aforesaid and of their wives, widows, families and dependants, and to set up, establish, support and maintain profit sharing, share option or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary or holding company and to lend money to any such employees or to trustees on their behalf to enable any such schemes to be established or maintained.

- (u) To distribute any property of the Company in specie among the members.
- (v) 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 it is hereby declared that

- i) 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 the foregoing sub-clauses shall be construed independently of each other, except where the context expressly so requires and none of the objects therein mentioned shall be deemed to be merely subsidiary or ancillary to the objects contained in any other sub-clause; and
- ii) Without prejudice to the generality of sub-clause (v), such matters as are hereinbefore set out in sub-clauses (b) to (u) are deemed to be incidental or conducive to the Company's object; and
- iii) The word "Company" in this clause shall, except where used in reference to this Company, be deemed to include any partnership or other body of persons whether corporate or unincorporate and whether domiciled in any part of the United Kingdom or elsewhere.

- 4. The liability of the members is limited.
- 5. \* The Company's share capital is £2,000,000 divided into 2,000,000 shares of £1 each.

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\* The Share Capital of the Company was increased from £1000 by resolution dated 27 June 1997.

I, the subscriber to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and I agree to take the number of shares shown opposite my name.

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Name and address of the subscriber and number of shares taken by the subscriber

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York Place Company Nominees Limited  
12 York Place  
Leeds LS1 2DS

One

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Dated 23 January 1997

Witness to the above signature

Julie Tinkler  
12 York Place  
Leeds LS1 2DS

# **THE COMPANIES ACTS 1985 AND 1989**

## **PRIVATE COMPANY LIMITED BY SHARES**

### **ARTICLES OF ASSOCIATION OF**

### **PROMOTIONAL OFFER LIMITED**

(As altered by Special Resolution dated 27 June 1997.)

#### **PRELIMINARY**

1. (a) Subject as hereinafter provided the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company.  
  
(b) In these Articles the expression "the Act" means the Companies Act 1985 but so that any reference in these Articles 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.

#### **ALLOTMENT OF SHARES**

2. (a) Directors shall have full control of shares which are comprised in the authorised share capital with which the Company is incorporated and may allot relevant securities (as defined in Section 80(2) of the Act) as authorised from time to time by the Company, and during the period of five years commencing with the date of incorporation the Directors shall have authority to allot relevant securities to such persons and for such consideration and upon such terms and conditions as they may determine provided that the nominal value of the relevant securities allotted shall not exceed the authorised but unissued share capital of the Company for the time being, and after the period of five years commencing with the date of incorporation of the Company the Directors may allot any relevant securities in pursuance of an offer or agreement so to do made by the Company within that period. The Authority hereby given may at any time be renewed, revoked or varied by Ordinary Resolution of the Company.  
  
(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in

such manner as they think fit, provided that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members.

The foregoing provisions of this paragraph (b) shall have effect subject to Sections 80, 80A and 379A of the Act.

(c) In accordance with Section 91(1) of the Act, Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

## **LIEN**

3. The lien conferred by Regulation 8 of Table A shall attach to all shares whether fully paid or not and to all shares standing 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. Regulation 8 of Table A shall be modified accordingly.

## **TRANSFER OF SHARES**

4. (a) The Directors may decline to register a transfer :-

- (i) Of a share not fully paid to a person of whom they do not approve; and
- (ii) Of a share on which the Company has a lien.

- (b) (i) Every member who desires to transfer any share or shares (hereinafter called "the Vendor") shall give to the Company notice in writing of such desire (hereinafter called "transfer notice"). Subject as hereinafter mentioned a transfer notice shall constitute the Company the Vendor's agent for the sale of the share or shares specified therein (hereinafter called "the said shares") in one or more lots at the discretion of the Directors to the members other than the Vendor at a price to be agreed upon by the Vendor and the Directors. Where no such agreement is reached within twenty-one days of the giving or deemed giving of the transfer notice to the Company the price shall be fixed by a Chartered Accountant (hereinafter referred to as "the Valuer") (whose appointment shall be agreed upon by the Directors and the Vendor but in case of disagreement by the President for the time being of the Institute of Chartered Accountants in England and Wales) acting as expert and not as arbitrator who shall by writing under his hand certify to be in his opinion the fair value of the said shares as between a willing seller and a willing buyer. A transfer notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this Clause none shall be sold and any such provision shall be binding on the Company.

- (ii) If the Valuer is asked to certify the fair price as aforesaid the Company shall as soon as it receives the Valuer's certificate serve a certified copy thereof on the Vendor and the Vendor shall be entitled by notice in writing given to the Company within twenty one days of service upon him of the said certified copy to cancel the Company's authority to sell the said shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said cost.

- (iii) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member other than the Vendor of the number and price of the said shares and invite each

such member to apply in writing to the Company within twenty one days of the date of dispatch of the notice (which date shall be specified therein) for such maximum number of the said shares (being all or any therein) as he shall specify in such application.

- (iv) If the said members shall within the said period of twenty one days apply for all or (except where the transfer notice provides otherwise) any of the said shares the Directors shall allocate the said shares or so many of them as shall be applied for as aforesaid to the applicant or applicants and in case of competition in proportion according to the number of shares in the Company of which they are registered or unconditionally entitled to be registered as holders provided no applicant shall be required to take more than the maximum number of shares specified by him as aforesaid and the Company shall forthwith give notice of such allocation (hereinafter called an "allocation notice") to the Vendor and to the person or persons to whom the shares have been allocated and shall specify in the allocation notice the place and time (being not earlier than fourteen and not later than twenty eight days after the date of the allocation notice) at which the sale of the shares so allocated shall be completed.
- (v) The Vendor shall be bound to transfer the shares comprised in an allocation notice to the Purchaser or Purchasers named therein at the time and place therein specified; and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed attorney of the Vendor with full power to execute complete and deliver in the name and on behalf of the Vendor transfers of the shares to the Purchaser or Purchasers thereof against payment of the price to the Company. On payment of the price to the Company the Purchaser or Purchasers shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfers the Purchaser or Purchasers shall be entitled to insist upon his name or their names being entered in the Register of Members as the holder or holders by transfer of the shares. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the Vendor.
- (vi) During the six months following the expiry of the said period of twenty one days referred to in sub-clause (iii) hereof the Vendor shall be at liberty subject to Clause (a) hereof to transfer to any persons and at any price not being less than the price fixed under sub-clause (i) or sub-clause (ii) hereof any of the said shares comprised in the transfer notice not allocated by the directors in an allocation notice provided that if the Vendor stipulated in his transfer notice that unless all the shares comprised therein were sold none should be so sold the Vendor shall not be entitled save with the written consent of all the other members of the Company to sell only some of the shares comprised in the transfer notice.
- (c) (i) Any member, being a body corporate, which shall go into liquidation or any person entitled to any share in consequence of the bankruptcy or insolvency of any member shall, at any time if and when called upon by the Directors to do so, be bound to give a transfer notice pursuant to sub-clause (b) (save as herein otherwise provided) in respect of the shares held by such person and shall be deemed to be a member desiring to transfer all the shares registered in the name of the member concerned PROVIDED ALWAYS THAT a transfer notice deemed to have been given pursuant to this sub-clause shall not be capable of being cancelled pursuant to sub-clause (b) (ii) above nor shall it contain or be deemed to contain a provision that unless all the shares comprised therein are sold none shall be so sold.
- (ii) A person entitled to any shares in consequence of the death of any member shall be bound, if and when required by the Directors so to do, at any time being not less than three months

after the death of the member, to give a transfer notice in accordance with sub-clause (b) above but subject to the proviso referred to in sub-clause (c) (i) above and shall be deemed to be a member desiring to transfer all the shares registered in the name of the deceased member and shall be deemed to be the Vendor for the purpose of sub-clause (b).

- (iii) Any member of the Company who has been in the employment of the Company or of any of its subsidiaries or who has been a Director of the Company or of any of its subsidiaries shall be bound forthwith upon the cessation of such employment or vacation of or removal from office as a Director to give a transfer notice in accordance with sub-clause (b) above but subject to the proviso referred to in sub-clause (c) (i) above in respect of all the shares of which he is the registered holder within 14 days of his ceasing for any reason (save as set out below) to be such an employee or Director and shall be deemed to be a member desiring to transfer all the shares registered in his name and shall be deemed to be the Vendor for the purpose of sub-clause (b). For the purpose of this provision a person shall cease to be such an employee if he ceases for any reason whatsoever to be employed including (but without prejudice to the generality of the foregoing) incapacity or breach of contract by the employee or notice given by the employer but excluding any cessation of employment resulting from wrongful dismissal or from any notice from the employer where there has been no breach of contract by the employee.
- (iv) Any person who shall have become a member of the Company as a result of any transfer from any employee or Director of the Company or of any subsidiary of the Company within 6 months of the transferor ceasing for any reason, to be such an employee or Director (other than any cessation of employment resulting from wrongful dismissal or from any notice from the employer where there has been no breach of contract by the employee) shall be bound, if and when called upon by the Directors to do so within 6 months of such cessation of employment or Directorship, to give a transfer notice in accordance with sub-clause (b) above but subject to the proviso referred to in sub-clause (c)(i) above, and shall for all purposes of sub-clause (b) be deemed to be desiring to transfer all the shares registered in the name of such member.
- (d) In any case where under the provisions of this Article any person shall have become obliged or bound to give a transfer notice and such transfer notice is not given within a period of one month of a person becoming so obliged or bound, a transfer notice shall be deemed to have been given at the expiration of the said period and the provisions of this Article shall take effect accordingly.

## **TRANSMISSION OF SHARES**

5. (a) Regulation 31 of Table A shall not apply to the Company.

(b) A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as a holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company unless the Company is without directors for whatever reason, in which case he shall be entitled to vote on any resolution to appoint a new director or directors as if he were already registered as a shareholder.

## **GENERAL MEETINGS AND RESOLUTIONS**

6. (a) Regulations 40 and 41 of Table A shall not apply to the Company.
  - (b) No business shall be transacted at any General Meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum, unless the Company has only one member in which case one member present in person or by proxy shall be a quorum.
  - (c) If a quorum is not present within half an hour from the time appointed for a General Meeting the General Meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Directors may determine; and if at the adjourned General Meeting a quorum is not present within half an hour from the time appointed therefor such adjourned General Meeting shall be dissolved.
  - (d) In addition to the requirements of Regulation 100 of Table A, the directors shall also insert in the minute book of the Company:
    - (i) a memorandum of all decisions taken by a sole member when the Company has only one member which may have been taken by the Company in General Meeting and which have effect as if agreed in General Meeting; and
    - (ii) all written resolutions passed by the Company.

## **APPOINTMENT OF DIRECTORS**

7. (a) Regulation 64 of Table A shall not apply to the Company.
  - (b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 of Table A shall be modified accordingly.
  - (c) No Director shall be liable to retire by rotation and Regulations 73 to 77 (inclusive) and Regulation 80 of Table A shall not apply to the Company. In Regulation 78 the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

## **BORROWING POWERS**

8. The Directors may exercise all the powers of the Company to borrow money of unlimited amount and upon such terms and in such manner as they think fit and subject (in the case of any security convertible into shares) to Section 80, 80A and 379A of the Act to grant any mortgage, charge or security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.



## **ALTERNATE DIRECTORS**

9. An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company 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, and the first sentence of Regulation 66 of Table A shall be modified accordingly.

## **DISQUALIFICATION OF DIRECTORS**

10. A Director shall be required to vacate his office if he becomes incapable by reason of illness or injury of managing and administering his property and affairs and Regulation 81 of Table A shall be modified accordingly.

## **PROCEEDINGS OF DIRECTORS**

11. (a) At any meeting of the Directors or of any committee of the Directors subject to disclosing his interest therein a Director may vote on any resolution notwithstanding that it in anyway concerns or relates to a matter in which he has, directly or indirectly any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the Meeting. Regulations 94 to 98 inclusive of Table A shall be construed accordingly.

(b) 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 other means of telephone radio or televisual communication whereby all the persons participating in the meeting can hear each other and any Director or member of a committee participating in such a meeting will be deemed to be present in person at such meeting and shall be entitled to vote or be counted in the quorum accordingly. Such meeting shall be deemed to take place where the largest group of those participating is assembled, or, if there is no such group, where the chairman of the meeting then is, and the word 'meeting' shall be construed accordingly.

## **INDEMNITY**

12. Subject to Section 310 of the Act and in addition to such indemnity as is contained in Regulation 118 of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company or the proceeds of any insurance policy effected by the Company for such purpose against all costs charges losses expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

## **SHARE CERTIFICATES**

13. In the second sentence of Regulation 6 of Table A the words 'shall be sealed with the seal and' shall be deleted. Each share certificate shall only be issued by authority of the directors, or of a committee of the directors authorised by the directors, and shall bear the signature of one director and the company secretary or a second director.

## COMPANY SEAL

14. Regulation 101 of Table A shall not apply to the Company. The Company shall not be required to, but may, at the discretion of the Directors, keep a common seal. If such a seal is kept, it shall only be used by the authority of the Directors, or of a committee of the Directors authorised by the Directors, and 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 the secretary or a second director.

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Name and Address of Subscriber

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York Place Company Nominees Limited  
12 York Place  
Leeds LS1 2DS

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Dated 23 January 1997

Witness to the above signature

Julie Tinkler  
12 York Place  
Leeds LS1 2DS