



The Companies Act 1985

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

LANDROUND PLC

Amended by Written Resolution passed 16th June 1997.

1. The Company's name is "**LANDROUND PLC**"*
2. The Company is to be a public limited company.
3. The Company's registered office is to be situated in England and Wales.
4. The Company's objects are:-
 - 4.1 To carry out all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers, haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or

* By written resolution passed 16th June 1997 the Company was re-registered as a public limited company.



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undertakings as may be thought desirable.

- 4.2 To carry on any other trade or business whatever which can in the opinion of the board of directors be advantageously carried on in connection with or as being ancillary to any of the businesses or activities of the Company.
- 4.3 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.
- 4.4 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.
- 4.5 To acquire and 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 any 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.
- 4.6 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.
- 4.7 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined by the board of directors and to hold or otherwise deal with any investments made.
- 4.8 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) and to receive money on deposit or loan upon any terms.
- 4.9 To guarantee or otherwise support or secure, either with or without the Company receiving any consideration or advantage and whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property, assets, rights and revenues (present and future) and uncalled capital of the Company, or by both such methods or by any other means whatever, the performance of the liabilities and obligations of and the repayment or payment of any moneys whatever by any person, firm or company, including (but not limited to):-
 - 4.9.1 any liabilities and obligations whatever of, and the repayment or payment of any moneys whatever by, any company which is for the time being or

is likely to become the Company's holding company or a subsidiary of the Company or another subsidiary of the Company's holding company or otherwise associated with the Company in business; and

- 4.9.2 any liabilities and obligations incurred in connection with or for the purpose of the acquisition of shares in the Company or in any company which is for the time being the Company's holding company in so far as the giving of any such guarantee or other support or security is not prohibited by law; and
- 4.9.3 the repayment or payment of the principal amounts of, and premiums, interest and dividends on, any borrowings and securities.
- 4.10 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.
- 4.11 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.
- 4.12 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 to the board of directors to be calculated directly or indirectly to promote the Company's interest, and to oppose any proceedings or applications which may seem to such board to be calculated directly or indirectly to prejudice the Company's interests.
- 4.13 To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem to the board of directors to be 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 such board may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.
- 4.14 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.
- 4.15 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 to the board of directors to be desirable with respect to any business or operation of or generally with respect to any such company or companies.

- 4.16 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 to the board of directors to be 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.
- 4.17 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 board of directors may think fit, and in particular (but without limitation) for shares, debentures, or securities of any company purchasing the same.
- 4.18 To act as agent or broker and as trustee or nominee for any person, firm or company, and to undertake and perform sub-contracts.
- 4.19 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.

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.

- 4.20 To provide, and to establish and maintain or concur in establishing and maintaining trusts, funds, schemes, clubs or other arrangements (whether contributory or non-contributory) with a view to providing:

- 4.20.1 pensions, insurances, allowances, gratuities, bonuses and incentives and benefits of every description including, but not limited to, retirement benefits schemes and/or life assurance schemes; and

- 4.20.2 employees' share schemes (within the meaning of section 743 of the Companies Act 1985) including, but not limited to, profit sharing, share option and share purchase schemes to or for the benefit of officers, ex-officers, employees or ex-employees of the Company or its predecessors in business or of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or of any predecessor in business of any such company or the dependants or relatives of any such persons; and to provide or lend money or provide other financial assistance in accordance with or for the purposes of such arrangements.

- 4.21 To support (whether by direct subscription, the giving of guarantees or otherwise) any charitable, benevolent or educational fund, institution or organisation, or any event or purpose of a public or general nature, the support of which will or may, in the opinion of the board of directors, directly or indirectly benefit, or is calculated so to benefit, the Company or its business or activities or its officers, ex-officers, employees or ex-employees or the business, activities, officers, ex-officers, employees or ex-employees of any company which is for the time being or has at any time been the Company's holding company or a subsidiary of the Company or another subsidiary of that holding company or the officers, ex-officers, employees or ex-employees of any predecessor in business of the Company or any such company as aforesaid.

- 4.22 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.
- 4.23 To purchase and maintain, for the benefit of any director (including an alternate director), officer or auditor of the Company or of any company which is the holding company, a subsidiary, or a fellow subsidiary of the Company, insurance against any liability as is referred to in section 310 (1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor and, subject also to the provisions of the Act, to indemnify any such person out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto and, without prejudice to the foregoing, to grant any such indemnity after the occurrence of the event giving rise to any such liability.
- 4.24 To distribute among the members of the Company in kind any property of the Company of whatever nature.
- 4.25 To procure the Company to be registered or recognised in any part of the world.
- 4.26 To do all or any of the things or matters aforesaid in any part of the world and either as principal, agent, contractor or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.
- 4.27 To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

- (a) none of the objects set out in any of the preceding sub-clauses of this Clause 4 shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause 4, or by reference to or inference from the name of the Company;
- (b) none of the preceding sub-clauses of the Clause 4 and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause 4 as through each such sub-clause contained the objects of a separate company;
- (c) the word "company" in this Clause 4, 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;

- (d) in this Clause 4 the expressions "holding company" and "subsidiary" shall have the meanings given to them respectively by section 736 of the Act and the expression "subsidiaries" shall include a subsidiary undertaking as defined by section 258 of the Act; and
 - (e) in this Clause 4 the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause 4 to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision at the time this Clause 4 takes effect.
5. The liability of the members is limited.
6. The Company's share capital is £200,000 divided into 4,000,000 ordinary shares of 5p each.

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The Companies Act 1985

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

LANDROUND PLC

Adopted by Written Resolution passed on 16th June 1997

1. **Preliminary**

The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

2. **Interpretation**

In these Articles and in Table A the following expressions have the following meanings unless inconsistent with the context:-

"the Act"	the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force.
"these Articles"	these Articles of Association, whether as originally adopted or as from time to time altered by special resolution.
"clear days"	in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given or on which it is to take effect.

* The Company was incorporated as Landround Limited, a private limited company, and became a public limited company by a written resolution dated 16th June 1997.

"the directors"	the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company "executed" includes any mode of execution "the holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares.
"office"	the registered office of the Company.
"seal"	the common seal of the Company (if any).
"secretary"	the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary.
"share"	includes any interest in a share.
"the United Kingdom"	Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles and in Table A bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of Table A shall not apply to the Company.

3. **Share Capital**

- 3.1 The authorised share capital of the Company at the time of adoption of these Articles is £200,000 divided into 4,000,000 ordinary shares of £0.05 each.
- 3.2 No shares comprised in the authorised share capital of the Company from time to time shall be issued without the written consent of the holder or holders (in aggregate) of a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Act) nor shall any share be issued at a discount or otherwise be issued in breach of the provisions of these Articles or of the Act.
- 3.3 Regulation 4 of Table A and, 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.

4. **Lien**

The Company shall have a first and paramount lien on all shares, whether fully paid or not, 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, for all moneys presently payable by him or his estate to the Company. Regulation 8 of Table A shall be modified accordingly.

5. **Calls on shares and forfeiture**

There shall be added at the end of the first sentence of regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment."

6. **Transfer of shares**

- 6.1 Any person ("the proposing transferor") proposing to transfer any shares shall give notice in writing (a "transfer notice") to the Company that he wishes to do so and specifying the price per share at which he is willing to sell them.
- 6.2 The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all of the shares comprised in the transfer notice together with all rights then attached to them to any member or members willing to purchase the same ("purchasing members") at the price specified or at the fair value certified in accordance with Articles 6.10 to 6.14 (whichever shall be the lower).
- 6.3 A transfer notice shall not be revocable except with the sanction of the directors or in accordance with Article 6.34
- 6.4 The shares in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively.
- 6.5 An offer made in accordance with Article 6.4 will be made by notice in writing ("the offer notice") within seven days after the receipt by the Company of the transfer notice.
- 6.6 An offer notice will:
 - 6.6.1 state the identity of the proposing transferor, the number of shares in the transfer notice and the price per share specified in the transfer notice; and inform the members that shares are offered to them in accordance with the provisions of this Article 6.6;
 - 6.6.2 contain a statement to the effect that the shares are offered in the first instance in the proportion referred to in the opening sentence of this Article 6.6 but will invite each member to state whether he wishes to purchase more or less shares than his proportionate entitlement and, if so, what number;
 - 6.6.3 contain the right of each member to request a certificate of fair value under Articles 6.10 to 6.14 (inclusive), the form of such statement to be as near as circumstances permit to that of the first sentence of that Article;
 - 6.6.4 contain a statement to the effect that each of the shares in question is being offered to members at the lower of the price specified in the transfer notice and (if applicable) its fair value certified in accordance with Articles 6.10 to 6.14 (inclusive);
 - 6.6.5 state the period in which the offer may be accepted if no such certificate of fair value is requested (not being less than twenty-two days or more than ninety days after the date of the offer notice); and
 - 6.6.6 contain a statement that, if a certificate of fair value is requested, the offer will remain open for acceptance until the expiry of a period of fourteen days commencing on the date of the notice of the certified fair value given to members pursuant to Articles 6.10 to 6.14 (inclusive) or until the expiry

of the period referred to in Article 6.6.5 whichever is the later.

- 6.7 For the purpose of this Article an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of shares than his full proportionate entitlement.
- 6.8 If all the members do not accept the offer of their respective proportions in full the shares not accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in Article 6.6.3) as nearly as may be in proportion to the number of shares already held by the members claiming additional shares, provided that no member shall be obliged to take more shares than he shall have applied for.
- 6.9 If any shares are not capable of being offered to the members in proportion to their existing holdings, except by way of fractions, they shall be offered to the members, or some of them, in such proportions as the directors may think fit.
- 6.10 Any member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that the auditors for the time being of the Company certify in writing the sum which in their opinion represents the fair value of each of the shares comprised in the transfer notice as at the date of the transfer notice.
- 6.11 If the auditors decline an appointment under Article 6.10 such appointment at their discretion a person nominated by the President for the time being of the Institute of Chartered Accountants in the country of the situation of the office on the application of the directors or any member on behalf of the Company shall be instructed to give such certificate and any following reference in these Articles to the auditors shall include any person nominated in this way.
- 6.12 On receipt of notice under Article 6.10 the Company will instruct the auditors to certify as stated in Article 6.10 and the costs of producing a certificate shall be apportioned among the proposing transferor and the purchasing members and borne by any one or more of them as the auditors in their absolute discretion shall decide.
- 6.13 In certifying the fair value the auditors will act on the basis instructed by all members but, in the absence of such unanimous instruction will be entitled to obtain professional valuations in respect of any of the Company's assets and will be considered to be acting as experts and not as arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply.
- 6.14 On receipt of the certificate of the auditors, the Company shall by notice in writing inform all members of the certified fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the certified fair value of each share) at which the shares comprised in the transfer notice are offered for sale.
- 6.15 If purchasing members are found for all the shares in the transfer notice within the appropriate period specified in Article 6.6, the Company shall not later than seven days after the expiry of the appropriate period give notice in writing ("the sale notice") to the proposing transferor specifying the purchasing members and the number of shares to be purchased by each purchasing member.

- 6.16 The proposing transferor will be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members.
- 6.17 If the proposing transferor once bound under Article 6.16 makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise anyone to execute a transfer of such shares as attorney for the proposing transferor in favour of the purchasing members.
- 6.18 The receipt of the Company for purchase money paid in accordance with Article 6.17 shall be a good discharge to the purchasing members.
- 6.19 The Company will pay purchase money paid in accordance with Article 6.17 into a separate bank account and will hold the same on trust for the proposing transferor.
- 6.20 If the Company shall not give a sale notice to the proposing transferor within the time specified for that purpose in Articles 6.15 and 6.16 he shall, during the period of thirty days next following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the shares comprised in the transfer notice to any person or persons approved for this purpose by resolution of the directors PROVIDED THAT the price per share obtained upon such share transfer shall in no circumstances be less than the price per share specified in the transfer notice served in accordance with Article 6.1 or as certified in accordance with Articles 6.10 to 6.14 (whichever shall be the lower) and the proposing transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained as aforesaid.
- 6.21 The directors may require to be satisfied that shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the instrument of transfer.
- 6.22 Any transfer or purported transfer of a share (other than upon transmission of a share pursuant to regulation 29 of Table A upon the death of a member or upon a person becoming entitled to a share in consequence of the bankruptcy of a member) made otherwise than in accordance with Articles 6.1 and 6.21 (inclusive) shall be void.
- 6.23 If and when required by notice in writing by the holder or holders (in aggregate) of a majority in nominal value of the other shares in the Company to do so ("the call notice"):
- 6.23.1 a member who transfers or purports to transfer any share in the Company in breach of these Articles will be bound to give a transfer notice in respect of them; or
- 6.23.2 a member who causes or permits any of the events specified in Article 6.25 or with regard to whom any of the events specified in Articles 6.25.4 or 6.25.5 occurs will be bound to give a transfer notice in respect of all the shares registered in the name of such member;

unless and to the extent that a valid transfer in respect of such shares in favour of a person or persons to whom they may be transferred pursuant to Article 7 shall have been lodged for registration.

- 6.24 If such a member fails to serve a transfer notice within thirty days of the date of the call notice such member shall be deemed to have given a transfer notice pursuant to Article 6.23.1 or 6.23.2 at the expiration of such period of thirty days and to have specified as the price per share the fair value of each share to be certified in accordance with Articles 6.10 and 6.14 (inclusive). The provisions of Articles 6.4 to 6.20 (inclusive) and Articles 6.27 and 6.28 shall apply.
- 6.25 The events specified for the purposes of Article 6.23.2 are:-
- 6.25.1 any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to someone else;
- 6.25.2 any disposition of any beneficial interest in a share (whether or not for consideration excluding any transmission of a share to any person becoming entitled to such share in consequence of the death or bankruptcy of a member) whether or not by an instrument in writing except where the disposition is by service of a transfer notice in accordance with these Articles;
- 6.25.3 the holding of a share as a bare nominee for any person;
- 6.25.4 in the case of a corporate member, such member entering into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffering an administrative receiver to be appointed over all or any of its assets or suffering an administration order to be made against it or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that corporate member;
- 6.25.5 in the case of a corporate member, a change in a controlling interest (as defined in Article 6.26) of such corporate member.
- 6.26 For the purpose of Article 6.25.5:-
- 6.26.1 the expression "controlling interest" shall mean the ability to exercise or control the exercise of in the aggregate more than 50 per cent of the total voting rights (within the meaning of section 736A(2) of the Act) capable of being exercised at general meetings of such a member.
- 6.26.2 a transfer of shares by a shareholder in a corporate body which is a member of the Company to a member of such shareholder's family (as such expression is defined in Article 6.26.3 which would, but for this Article 6.26, constitute a change in a controlling interest in such member shall not be treated as or deemed to be a change in a controlling interest in such member for the purposes of Article 6.25.5.
- 6.26.3 for the purpose of this Article 6.26 the expression "a member of such shareholder's family" shall mean the husband, wife, widow, widower, child and parent of the shareholder.
- 6.27 The directors may, in their discretion and without assigning any reason therefor, decline to register any transfer which would otherwise be permitted under the foregoing provisions of this Article 6:

- 6.27.1 if it is a transfer of a share on which the Company has a lien or of a share (not being a fully paid share) to a person of whom they shall not approve; and
- 6.27.2 unless:-
- 6.27.2.1 it is lodged at the office or at such other place as the directors may appoint with the share certificate to which it relates and any other evidence the directors require to show the right of the transferor to make the transfer; and
 - 6.27.2.2 it is in respect of only one class of shares; and
 - 6.27.2.3 it is in favour of not more than four transferees.
- 6.28 The directors shall register a transfer of shares made pursuant to Articles 6.1 to 6.21 (inclusive) or Article 7 subject to the provisions of Articles 6.27 and 6.28 Regulation 24 of Table A shall not apply to the Company.
- 6.29 To ensure that a transfer of shares is permitted by these Articles or that no circumstances have arisen requiring a transfer notice to be given, the directors may require any member or the legal personal representatives of any deceased member of any person named as transferee in any transfer lodged for registration to provide the Company with any information and evidence the directors want for this purpose.
- 6.30 If information is not provided in accordance with Article 6.29 to the satisfaction of the directors within a reasonable time after request, the directors will be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned.
- 6.31 In any case where the directors have required by notice in writing a transfer notice to be given pursuant to Article 6.30 in respect of any shares and a transfer notice is not given within thirty days from such a notice a transfer notice shall be deemed to have been given at the end of thirty days and this transfer notice shall be deemed to specify as the price per share the fair value of each share to be certified in accordance with Article 6.3 and the provisions of Articles 6.4 to 6.21 (inclusive) and Articles 6.27 and 6.28 shall apply.
- 6.32 The provisions of Articles 6.1 to 6.24 (inclusive) shall not apply in the event of the Company purchasing its own shares in accordance with the provisions of the Act.
- 6.33 The provisions of Articles 6.1 to 6.24 (inclusive) may be waived in any particular case if all the members give their consent in writing.
- 6.34 If the fair value certified by the auditors pursuant to Articles 6.10 to 6.14 (inclusive) is not acceptable to the proposing transferor then, notwithstanding any provisions to the contrary contained in Article 6 he shall be entitled save in the case where a transfer notice shall have been required to have been served pursuant to Article 6.23 or Article 6.31 to give a counter notice in writing to the directors within fourteen days of the issue of such certificate electing to withdraw the transfer notice.
- 6.35 Notwithstanding anything contained in these Articles no sale or transfer of any

shares ("the specified shares") conferring the right to vote at general meetings of the Company shall, if intended to be made to a person not a member of the Company at the time these Articles were adopted and which would result if made and registered in a person or persons who was or were not a member or members of the Company at that time obtaining a controlling interest in the Company, be made or registered without the previous written consent of all the members who hold shares other than the specified shares ("the minority") unless, before the transfer is lodged for registration, the proposed transferee or transferees or his or their nominees has or have offered to purchase the whole of the shares registered in the minority and every member of the minority at the specified price (as defined in Article 6.39).

- 6.36 For the purpose of Article 6.35 the expression "a controlling interest" shall mean shares conferring in aggregate 50 per cent or more of the total voting rights (within the meaning of section 736A(2) of the Act) conferred by all the shares in the capital of the Company for the time being issued and conferring the right to vote at all general meetings.
- 6.37 All other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of Articles 6.35 to 6.39 (inclusive).
- 6.38 No transfer of any share shall after registration of such transfer be deemed to be invalid by reason only that it was made in contravention of Articles 6.35 to 6.37 (inclusive), if the directors shall prior to the registration thereof have obtained from the transferor and transferee a statutory declaration that so far as the transferor and transferee are respectively aware the transfer is not being made directly or indirectly in pursuance of any arrangement for the sale or acquisition of a controlling interest in the Company and will not result in such a controlling interest being acquired by any person or persons who was or were not a member or members of the Company at the time of adoption of this Article.
- 6.39 For the purpose of Articles 6.35 to 6.39 (inclusive):
- 6.39.1 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment; and
- 6.39.2 "the specified price" shall mean a price per share at least equal to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the specified shares to the holders thereof plus an amount equal to the relevant proportions of any other consideration (in cash or otherwise) received or receivable by the holders of the specified shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the specified shares and in the event of disagreement the calculation of the specified price shall be referred to an umpire (acting as an expert and not as arbitrator) nominated by the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.
- 6.40 6.40.1 Whenever any member of the Company who is employed by the Company in any capacity or is a director of the Company (or both) ceases to be employed by the Company or to hold office for any reason,

excluding by reason of the death of such member, the directors may at any time not later than twenty-eight days after his ceasing to be employed or to hold office (as the case may be) resolve that such member do retire, and thereupon he shall (unless he has already given a transfer notice) be bound within such period as may be specified in such resolution to give a transfer notice pursuant to Article 6.1 in respect of his entire shareholding in the Company. Notice of the passing of any such resolution shall forthwith be given to the member affected thereby.

6.40.2 In the event of such member failing to give a transfer notice within such period as may be specified in such resolution referred to in Article 6.40.1 he shall upon the expiration of such period be deemed to have given a transfer notice in respect of all shares then held by him at such time and the provisions of Articles 6.4 and 6.21 (inclusive) and Article 6.27 and 6.28 shall mutatis mutandis apply.

6.40.3 In respect of any transfer notice required to be given or deemed to have been given pursuant to this Article 6.40 such transfer notice shall be deemed to have specified the price per share as being the fair value of each share to be certified in accordance with Articles 6.10 and 6.14 (inclusive).

6.41 In the application of regulations 29 and 31 of Table A to the Company:

6.41.1 any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall give a transfer notice before he elects in respect of any share to be registered himself or to execute a transfer;

6.41.2 if a person so becoming entitled shall not have given a transfer notice in respect of any share within six months of the death or bankruptcy, the holder or holders of (in aggregate) a majority in nominal value of the other shares in the Company may at any time thereafter by notice in writing require such person within thirty days of the date of such notice to give a transfer notice in respect of all the shares to which he has become so entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such thirty days be deemed to have given a transfer notice relating to those shares in respect of which he has still not done so;

6.41.3 in respect of any transfer notice required to be given or deemed to have been given pursuant to this Article 6.41 such transfer notice shall be deemed to have specified that the price per share shall be the fair value of each share to be certified in accordance with Articles 6.10 to 6.14 (inclusive) and the provisions of Articles 6.4 to 6.22 (inclusive) and Articles 6.27 and 6.28 shall mutatis mutandis apply.

7 7.1 The directors shall, subject to Articles 6.27 and 6.28 and notwithstanding the provisions of Articles 6.1 to 6.24 (inclusive) (which shall not apply to any such transfer as is mentioned in this Article 7.1) register the transfer of any shares:-

7.1.1 to a member of the family of a member or deceased member;

7.1.2 to any person or persons acting in the capacity of trustee or trustees or a trust created by a member (by deed or by will) or, upon any change of trustees of a trust so created, to the new trustee or trustees (so that any

such transfer as aforesaid shall be registered pursuant to this Article 7 only if such shares are to be held upon the terms of the trust) provided that there are no persons beneficially interested under the trust other than the member and members of his family and the voting rights conferred by any such shares are not exercisable by or subject to the consent of any person other than the trustee or trustees of the trust or the member or members of his family and also the directors are satisfied that the trust is and is intended to remain a trust the sole purpose of which is to benefit the member or members of his family;

7.1.3 by the trustee or trustees of a trust to which Article 7.1.2 above applies to any person beneficially interested under the trust being the member or a member of his family; and

7.1.4 to the legal personal representatives of a deceased member where under the provisions of his will or the law as to intestacy the persons beneficially entitled to any such shares, whether immediately or contingently, are members of the family of the deceased member and by the legal personal representatives of a deceased member to a member or members of the family of the deceased member.

7.2 For the purpose of this Article:-

7.2.1 the word "member" shall not include a person who holds shares only in the capacity of trustee, legal personal representative or trustee in bankruptcy but shall include a former member in any case where the person concerned ceased to be a member as a result of the creation of the relevant trust; and

7.2.2 the words "a member of the family of a member" shall mean the husband, wife, widow, widower, child, parent and brother and sister of the member.

8. General meetings

The directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

9. Notice of general meetings

9.1 A notice convening a general meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and regulation 38 of Table A shall be modified accordingly. The words "or a resolution appointing a person a director" and paragraphs (a) and (b) in regulation 38 of Table A shall be deleted and the words "in accordance with section 369(3) of the Act" shall be inserted after the words "if it is so agreed" in that regulation.

9.2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors, the appointment of and the fixing of the remuneration of the auditors and the giving or renewal of any authority in accordance with the provisions of section 80 of the Act.

9.3 Every notice convening a general meeting shall comply with the provisions of

section 372(3) of the Act as to giving information to members in regard to their right to appoint proxies; and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

10. Proceedings at general meetings

- 10.1 The words, "save that, if and for so long as the Company has only one person as a member, one member present in person or by proxy shall be a quorum" shall the end of the second sentence of regulation 40 of Table A.
- 10.2 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 the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place. Regulation 41 of Table A shall not apply to the Company.

11. Votes of members

- 11.1 Regulation 54 of Table A shall not apply to the Company. Subject to any rights or restrictions for the attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual) is present in person or proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, every member shall have one vote for each share of which he is the holder.
- 11.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in regulation 57 of Table A.
- 11.3 A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways.

12. Number of directors

- 12.1 Regulation 64 of Table A shall not apply to the Company.
- 12.2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. 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 two.

13. Alternate directors

- 13.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving to the Company an address within the United

Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence. 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 this appointor as such appointor may by notice in writing to the Company from time to time direct. Regulation 66 of Table A shall not apply to the Company.

- 13.2 A director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one director, and an alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present and the final sentence of regulation 88 shall not apply to the Company.
- 13.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 13.1 to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply to the Company.

14. **Appointment and retirement of directors**

- 14.1 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) of Table A shall not apply to the Company.
- 14.2 A member or members holding a majority of the voting rights in the Company (within the meaning of section 736A(2) of the Act) shall have power at any time, and from time to time, to appoint any person to be a director, either as an additional director (provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 12.2 as the maximum number of directors for the time being in force) or to fill a vacancy and to remove from office any director howsoever appointed. Any such appointment or removal shall be made by notice in writing to the Company signed by the member or members making the same or, in the case of a member being a corporate body, signed by one of its directors or duly authorised officers or by its duly authorised attorney and shall take effect upon lodgement of such notice at the office.
- 14.3 The Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director.
- 14.4 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with Article 12.2 as the maximum number of directors for the time being in force.
- 14.5 Where as the result of the death of a sole member of the Company the Company has no members and no directors the personal representatives of the deceased member shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company pursuant to Article 14.2.

15. **Disqualification and removal of directors**

The office of a director shall be vacated if:-

- 15.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or
 - 15.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - 15.3 he is, or may be, suffering from mental disorder and either:-
 - 15.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - 15.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property of affairs; or
 - 15.4 he resigns his office by notice to the Company; or
 - 15.5 he shall for more than six months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated; or
 - 15.6 he is removed from office as a director pursuant to Article 14.2;
- and regulation 81 of Table A shall not apply to the Company.

16. **Gratuities and pensions**

Regulation 87 of Table A shall not apply to the Company and the directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27(3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

17. **Proceedings of the directors**

- 17.1 Whensoever the minimum number of the directors shall be one pursuant to the provisions of Article 12.2, a sole director shall have authority to exercise all the powers and discretions which are expressed by Table A and by these Articles to be vested in the directors generally and regulations 89 and 90 of Table A shall be modified accordingly.
- 17.2 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:-

- 17.2.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 17.2.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 17.2.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 17.2.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 17.2.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 17.2.1 to 17.2.4 (inclusive) or on any resolution which in any way 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 resolution as aforesaid his vote shall be counted.
- 17.3 For the purposes of Article 17.2:-
- 17.3.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 17.3.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 17.3.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when the Company was incorporated connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 17.4 Any director (including an alternate director) may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a 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.

17.5 Regulation 88 of Table A shall be amended by substituting for the sentence:-

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"

the following sentence:-

"Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service".

17.6 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company

18. **The seal**

If the Company has a seal it shall be used only with the authority of the directors or of 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, every instrument to which the seal is affixed shall be signed by one director and by the secretary or another director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

19. **Notices**

19.1 In regulation 112 of Table A, the words "first class" shall be inserted immediately before the words "post in a prepaid envelope"

19.2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Regulation 115 of Table A shall not apply to the Company.

19.3 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly serviced on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting and posting of notices to addresses throughout the United Kingdom again becomes practicable.

20. **Winding up**

In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division".

21. **Indemnity**

21.1 Subject to the provisions of section 310 of the Act every director (including an alternate director) or other officer of the Company shall be indemnified out of the

assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the lawful execution of the duties of his office or in relation thereto. Regulation 118 of Table A shall not apply to the Company.

- 21.2 The Directors shall have power to purchase and maintain at the expense of the Company for the benefit of any director (including an alternate director), officer or auditor of the Company insurance against any such liability as is referred to in section 310(1) of the Act and subject to the provisions of the Act against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director (including an alternate director), officer or auditor.