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COMPANIES ACT 1985

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PRIVATE COMPANY LIMITED BY SHARES

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MEMORANDUM

and

NEW  
ARTICLES OF ASSOCIATION  
(adopted by Written Resolution  
passed on 27 January 2000)

-of-

GEORGE (MOUNT STREET) LIMITED  
(Incorporated 26 April 1999)



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# COMPANIES ACT 1985

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## PRIVATE COMPANY LIMITED BY SHARES

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### MEMORANDUM OF ASSOCIATION

-of-

### GEORGE (MOUNT STREET) LIMITED

- 1 The Company's name is **GEORGE (MOUNT STREET) LIMITED**.
- 2 The Company's registered office is to be situated in England and Wales.
- 3 The Company's objects are:
  - 3.1 To establish, maintain, equip and carry on a Club or Clubs for the use and accommodation of persons admitted to membership and their friends and guests with all necessary and usual conveniences and amenities, and generally to provide and afford to such members, friends and guests all privileges, advantages, conveniences and accommodation of a Club and in connection therewith or otherwise.
  - 3.1.1 To carry on business as club, hotel, restaurant and tea room, cafe and beerhouse proprietors, caterers, licensed victuallers, bakers, confectioners, pastycooks, sweet and ice cream manufacturers and sellers, tobacconists, hairdressers, chemists, theatrical and box office, shipping and travel agents, butchers, fishmongers, fruiterers, greengrocers, grocers, dairymen, provision merchants, refreshment contractors and manufacturers if and dealers in articles of food and drink of all kinds, garage, cab, omnibus and coach proprietors, carriers of persons and goods, general storekeepers, agents for and employers and managers or theatrical, television, radio, cinematograph and circus artists, authors, playwrights, composers, scriptwriters, songwriters and other persons engaged in the entertainment profession generally, and recreation, sport, amusement and entertainment contractors and general contractors.
  - 3.2 To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with any business of the Company or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property or assets.
  - 3.3 To acquire and take over the whole or any part of the business, property and liabilities of any company or person carrying on any business which the Company is authorised to carry on, or possessed of any property or assets suitable for the purposes of the Company.

- 3.4 To purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property, patents, licences, rights or privileges which the Company may think necessary or convenient for the purposes of its business, and to construct, maintain and alter any buildings or works necessary or convenient for the purposes of the Company.
- 3.5 To pay for any property or assets acquired by the Company either in cash or fully or partly paid shares or by the issue of securities or obligations or partly in one mode and partly in another and generally on such terms as may be determined.
- 3.6 To borrow or raise or secure the payment of money in such manner and upon such terms as the Company may think fit, and for any of such purposes to mortgage or charge the undertaking and all or any part of the property and rights of the Company, both present and future including uncalled capital, and to create and issue redeemable debentures or debenture stock, bonds or other obligations.
- 3.7 To stand surety for or guarantee, support or secure the performance of all or any of the obligations of any person, firm or company whether by personal covenant or by mortgage, charge or lien upon the whole or any part of the undertaking, property and assets of the Company, both present and future, including its uncalled capital or by both such methods; and, in particular, but without prejudice to the generality of the foregoing, to guarantee, support or secure whether by personal covenant or by any such mortgage, charge or lien as aforesaid or by both such methods the performance of all or any of the obligations (including the repayment or payment of the principal and premium and interest on any securities) of any company which is for the time being the Company's holding company (as defined by Section 736 of the Companies Act 1985) ("the Act") or another subsidiary (as defined by the said Section) of any such holding company or a subsidiary (as defined by the said Section) of the Company.
- 3.8 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).
- 3.9 To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- 3.10 To issue and deposit any securities which the Company has power to issue by way of mortgage to secure any sum less than the nominal amount of such securities, and also by way of security for the performance of any contracts or obligations of the Company or of its customers or of any other person or company having dealings with the Company, or in whose business or undertaking the Company is interested.
- 3.11 To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary

of the Company or is allied to or associated with the Company, or any such subsidiary or of any company which is a predecessor in business of the Company or of any such other company as aforesaid, or any persons who are or were at any time directors or officers of the Company, or of any such other company as aforesaid, and the spouses, widows, widowers, families and dependants of any such persons, and also to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or advance the interests and well being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for any charitable or benevolent object or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid.

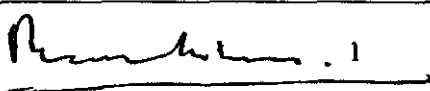
- 3.12 To enter into any partnership or arrangement in the nature of a partnership, co-operation or union of interests, with any person or company engaged or interested or about to become engaged or interested in the carrying on or conduct of any business which the Company is authorised to carry on or conduct or from which the Company would, or might derive any benefit, whether direct or indirect.
- 3.13 To establish or promote, or join in the establishment or promotion of, any other company whose objects shall include the taking over of any of the assets and liabilities of the Company, or the promotion of which shall be calculated to advance its interests, and to acquire and hold any shares, securities or obligations of any such company.
- 3.14 To amalgamate with any other company.
- 3.15 To sell or dispose of the undertaking, property and assets of the Company or any part thereof, in such manner and for such consideration as the Company may think fit, and in particular for shares (fully or partly paid up), debentures, debenture stock, securities or obligations of any other company, whether promoted by the Company for the purpose or not, and to improve, manage, develop, exchange, lease, dispose of, turn to account or otherwise deal with all or any part of the property and assets of the Company.
- 3.16 To distribute any of the Company's property or assets among the members in specie.
- 3.17 To cause the Company to be registered or recognised in any foreign country.
- 3.18 To do all or any of the above things in any part of the world, and either as principal, agent, trustee or otherwise, and either alone or in conjunction with others, and by or through agents, subcontractors, trustees or otherwise.
- 3.19 To do all such other things as are incidental or the Company may think conducive to the attainment of the above objects or any of them.

And it is hereby declared that the word 'company' in this Clause, except where used in reference to this Company, shall be deemed to include any partnership or other body of persons, whether incorporated or not incorporated, and whether domiciled in the United Kingdom or elsewhere, and that the intention is that each

of the objects specified in each paragraph of this Clause shall, except where otherwise expressed in such paragraph, be an independent main object and not be limited or restricted by reference to or inference from the terms of any other paragraph or the name of the Company.

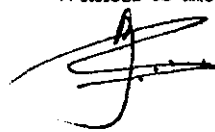
- 4 The liability of the members is limited.
- 5 The share capital of the Company is £2,700,000 divided into 51,000 "A" Ordinary Shares of £1 each, 26,500 "B" Ordinary Shares of £1 each and 2,622,500 "C" Ordinary Shares of £1 each.

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.

Name and Address of Subscriber	Number of shares taken by Subscriber
1. Marcus Oswald Hornby Lecky Birley Thurloe Lodge 17 Thurloe Place London SW7 2SA	 1
Total shares taken	1

Dated: 15<sup>TH</sup> April 1999

Witness to the above signature,

 G. RANKIN  
AA HAYS MEWS  
LONDON W1X 8NR

“A”

COMPANIES ACT 1985

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PRIVATE COMPANY LIMITED BY SHARES

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ARTICLES OF ASSOCIATION

- of -

GEORGE (MOUNT STREET) LIMITED

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**THE COMPANIES ACT 1985**  
**("the Act")**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

(Adopted by Special Resolution passed  
2000)

- of -

**GEORGE (MOUNT STREET) LIMITED**

**INTRODUCTION**

- 1.1 The Regulations contained or incorporated 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 (hereinafter called "Table A") shall apply to the Company, save insofar as they are varied or excluded by or are inconsistent with the following Articles.
- 1.2 In Regulation 1 of Table A, the words "and in Articles of Association adopting the same" shall be inserted after the word "Regulations" in the last paragraph of that Regulation, and the sentence "Any reference to any statutory provision shall be deemed to include a reference to each and every statutory amendment, modification, re-enactment and extension thereof for the time being in force" shall be inserted at the end of that Regulation.
- 1.3 Regulations 8, 24, 42, 43, 53, 54, 62, 64, 75 (inclusive), 78 to 80 (inclusive) 90, 94 to 98 (inclusive) and 118 of Table A shall not apply to the Company.

**SHARE CAPITAL**

- 2.1 The share capital of the Company is £2,700,000 divided into 51,000 "A" Ordinary Shares of £1 each, 26,500 "B" Ordinary Shares of £1 each and 2,622,500 "C" Ordinary Shares of £1 each.
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- 2.2 The "A" Ordinary Shares, the "B" Ordinary Shares and the "C" Ordinary Shares will be separate classes of shares but save as mentioned in these Articles shall rank *pari passu* in all respects.
- 3.1 The Directors are authorised, for the purposes of Section 80 of the Act, to allot and issue relevant securities (as defined in Section 80(2) of the Act) up to an aggregate nominal value of £99,999. This authority shall expire on the fifth

anniversary of the date of the Company's incorporation unless previously revoked, renewed or varied by the Company in general meeting.

- 3.2 The Directors shall be entitled, pursuant to the authority conferred by Article 3.1 or any renewal or variation of such authority to make at any time prior to its expiry any offer or agreement which would or might require relevant securities to be allotted after such expiry and to allot relevant securities pursuant to any such offer or agreement.
- 4.1 Unless otherwise agreed in writing by the holders of 85% or more of the Ordinary Shares in the capital of the Company, and subject to Articles 4.2, 4.3 and 4.4, any original shares for the time being unissued and any new shares from time to time to be created which are to be paid up or allotted for cash (within the meaning of section 738 of the Act) shall before they are issued be offered to the holders of the "A" Ordinary, "B" Ordinary and "C" Ordinary Shares in proportion to the numbers of "A" Ordinary, "B" Ordinary and "C" Ordinary Shares held by them respectively. The offer shall be made by notice specifying the number and class of shares offered and the price per share and limiting a time (not being less than 10 business days or greater than 20 business days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time, or on the receipt of an indication from the person to whom the offer is made that he declines to accept the shares offered or any of them, the Directors shall offer the shares declined in like manner to the other holders of "A" Ordinary, "B" Ordinary and "C" Ordinary Shares respectively who have agreed to subscribe for all the shares offered to them. If the shares comprised in such further offer are declined or deemed to be declined the further offer shall be withdrawn.
- 4.2 The provisions of Article 4.1 shall not apply to the allotment of any shares upon the exercise of any option or conversion rights the grant or creation of which has been sanctioned as provided for in Article 4.3.4.
- 4.3 Subject to this Article and to the provisions of Section 80 of the Act the shares shall be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that:
- 4.3.1 No shares shall be issued at a discount.
- 4.3.2 No share to which Article 4.1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such shares made under Article 4.1 unless the procedure set out therein is repeated in respect of such shares (and so that the time limit set out in this paragraph 4.3.2 shall apply equally to any repetition of that procedure)
- 4.3.3 No shares shall be issued at a price less than that at which they were offered to the members of the Company in accordance with Article 4.1 and so that (if the Directors are proposing to issue such shares wholly or partly for non-cash consideration) the cash value of such consideration for the purposes of this subparagraph shall be as reasonably determined by the Auditors of the Company for the time being who shall act as experts and not as arbitrators and whose determination shall be final and binding on the Company and each of its members.

4.3.4 No share in the capital of the Company whether original or new and with and subject to whatever rights and restrictions shall be made the subject of any option or conversion right without the prior sanction of a Special Resolution of the Company in General Meeting.

4.4 The provisions of sections 89(1) and 90(1) to (6) of the Act shall not apply to the Company.

#### LIEN

5 The Company shall have a first and paramount lien on every share (whether or not fully paid) for all and any indebtedness of any holder thereof to the Company (whether a sole holder or one of two or more joint holders), whether or not such indebtedness or liability is in respect of the shares concerned and whether or not it is presently payable.

#### TRANSFERS OF SHARES

6.1 The Directors shall be required (subject only to paragraph 6.2 of this Article) to register promptly any transfer of shares made in accordance with the provisions of Articles 8, 9 and 10 below, but shall not register any transfer of shares not so made.

6.2 The Directors may refuse to register a transfer unless:

6.2.1 it is lodged at the office or such other place as the Directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer;

6.2.2 it is in respect of only one class of share; and

6.2.3 it is in favour of not more than four transferees

and may also refuse to register

6.2.4 the transfer of a share which is not fully paid to a person of whom they do not approve;

6.2.5 the transfer of a share on which the Company has a lien; and

6.2.6 the transfer of a share to a bankrupt, a minor or a person of unsound mind.

7 In this Article and in Articles 8 and 9 the following words shall bear the following meanings:-

**Acceptance Period:** the period during which the offer made under Article 9.3 is open for acceptance;

**Employee:** an individual who is employed by, or is a director of, the Company or an individual whose services are made available to the Company under the terms of an agreement between the Company and such individual or any other person

(and "employment" shall be construed accordingly to include such an arrangement);

**Excluded Person:**

- (a) any Member (or other person entitled to shares in the manner set out in Article 9.9) who may be required by the Directors to give a Transfer Notice under Article 9.9 (and so that such Member or other person shall be an Excluded Person throughout such time as the Directors may require a Transfer Notice to be given, but not thereafter);
- (b) any Member or other person who has been required to give a Transfer Notice under that Article (whether or not that requirement has been complied with), but so that such Member or other person shall cease to be an Excluded Person if, at the end of the last Acceptance Period, the Company has failed to find Members wishing to purchase all the Sale Shares the subject of the Transfer Notice;

**Family Trust:** in relation to any person or deceased person means trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the Shares in question is for the time being vested in any person other than that person and/or Privileged Relations of that person. For these purposes a person shall be deemed to be beneficially interested in a Share if that Share or the income derived from it is or may become liable to be transferred or paid or applied or appointed to or for the benefit of that person;

**Member:** a holder of Shares;

**the Prescribed Price:** the price per Sale Share specified in the Transfer Notice or (if no price is specified) the price per Sale Share agreed or determined pursuant to Article 9.2;

**Privileged Relation:** the spouse, parents and every child and remoter descendant of a person (including stepchildren and adopted children);

**Proposing Transferor:** a Member proposing to transfer or dispose of Shares or any interest in Shares;

**Purchaser:** a Member willing to purchase Shares comprised in a Transfer Notice;

**the Sale Shares:** all Shares comprised in a Transfer Notice;

**Shares:** "A" Ordinary Shares and/or "B" Ordinary Shares and/or "C" Ordinary Shares;

**Transfer Notice:** a written notice served or deemed to be served by a Member on the Company in accordance with Article 9;

**the Withdrawal Period:** the period referred to in Article 9.5.

- 8.1 Subject to the provisions of Article 6, any shares may at any time be transferred:-
- 8.1.1 by an individual Member (not being in relation to the shares concerned a holder thereof as a trustee of any Family Trusts) to a Privileged Relation of that Member; or
- 8.1.2 by an individual Member to trustees to be held upon Family Trusts of that individual Member; or
- 8.1.3 by a personal representative or trustee entitled to shares in consequence of the death or bankruptcy of an individual Member to any person to whom that Member, if not dead or bankrupt, would have been permitted to transfer those shares under the provisions of this Article; or
- 8.1.4 by a corporate member to any company which is a subsidiary company a holding company or a subsidiary of a holding company of that member;
- 8.1.5 by Mark Birley Holdings Limited to any person who is a Privileged Relation of Mark Birley or to trustees to be held upon Family Trusts of Mark Birley;
- 8.1.6 by any Member to a person who is to hold the shares as bare nominee for such Member; or
- 8.1.7 by any Member holding shares as nominee for any person or persons to the person or persons on whose behalf those shares are so held or to another person to hold as nominee for the same person or persons provided (in either case) that the transferor certifies to the Company, and the Directors are satisfied, that no beneficial interest in the shares passes by reason of the transfer or has passed prior to the transfer at any time since the transferring nominee became the registered holder of the shares;
- 8.1.8 by any Member pursuant to acceptance of any offer made to that Member under the requirements of Article 10; or
- 8.1.9 by any Member pursuant to the terms of an option contained in any agreement executed by all of the shareholders on or before the date of the adoption of these Articles.
- 8.2 Where Shares have been transferred under Article 8.1 or Articles 8.2.1 or 8.2.2 to trustees of Family Trusts, the trustees and their successors may transfer all or any of the Relevant Shares as follows:-
- 8.2.1 on any change of trustees, the Relevant Shares may be transferred to the trustees for the time being of the Family Trusts concerned;
- 8.2.2 pursuant to the terms of such Family Trusts or in consequence of the exercise of any power or discretion vested in the trustees or any other person, all or any of the Relevant Shares may at any time be transferred to the trustees for the time being of any other Family Trusts of the same individual Member or deceased or former Member;
- 8.2.3 on the total or partial termination of or pursuant on the terms of the Family Trusts concerned or in consequence of the exercise of any such power or discretion as

aforesaid, all or any of the Relevant Shares may at any time be transferred to the relevant member or former member or any Privileged Relation of the relevant member or deceased or former member who has thereby become entitled to the shares proposed to be transferred.

- 8.3.1 If and whenever any of the Relevant Shares come to be held otherwise than upon Family Trusts, except in circumstances where a transfer of those shares is authorised to be and is to be made to the person or persons entitled to them, the Trustees holding the shares shall notify the Directors in writing that that event has occurred and the Trustees shall be bound, if and when required in writing by the Directors to do so, to give a Transfer Notice (as defined in the following Article) in respect of the Relevant Shares concerned (but without specifying a price per share and so that the right of revocation conferred by Article 9.5 shall not apply).
- 8.3.2 In the event that a Transferee Company holding Relevant Shares ceases to be a member of the same group as the Transferor Company from which (whether directly or indirectly or by a series of transfers under Article 8.1.4) the Member holding the shares shall notify the directors in writing that the event has occurred and the Member shall be bound, if and when required by the directors so to do, to give a Transfer Notice in respect of the Relevant Shares (but without specifying a Prescribed Price and that the right of revocation conferred by Article 9.5 shall not apply).
- 8.4 For the purposes of this Article the expression "the Relevant Shares" means and includes (so far as the same remain for the time being held by the trustees of any Family Trusts or by any Transferee Company) the shares originally transferred to the trustees or Transferee Company and any additional shares issued to such trustees or Transferee Company by way of capitalisation or acquired by such trustees or Transferee Company in exercise of any right or option granted or arising by virtue of the holding of the Relevant Shares or any of them or the membership thereby conferred.
- 8.4.1 For the purposes of this Article 8:-
- 8.4.1.1 "Transferee Company" shall mean a company for the time being holding shares in consequence of a transfer or series of transfers of Shares between members of the same group (the relevant Transferor Company in the case of a series of transfers being the first transferor in that (series));
- 8.4.1.2 "Transferor Company" shall mean a company (other than a Transferee Company) which has transferred shares to a member of the same group.
- 9 The right to transfer or dispose of Shares or any interest therein shall (save in respect of transfers made pursuant to Article 8) be subject to the following restrictions.
- 9.1 Before transferring, or disposing of, any Shares (or any interest in Shares) the Proposing Transferor shall serve a Transfer Notice on the Company specifying the number of Shares in question, and the Transfer Notice shall constitute the Company his agent for the sale of those Shares at the Prescribed Price to any

Member or Members. Except as provided in this Article, a Transfer Notice once given or deemed to be given shall not be revocable except with the consent of the Directors. No Transfer Notice may be given by an Excluded Person unless required by the Directors under Article 9.9.

- 9.2 Forthwith following receipt of a Transfer Notice which does not specify a Prescribed Price, the Directors of the Company (other than the Proposing Transferor, if a Director, and other than any Director connected with the Proposing Transferor within the meaning of Section 839 of the Income and Corporation Taxes Act 1988) shall seek to agree the Prescribed Price with the Proposing Transferor. In the event that the Prescribed Price is not agreed within 14 days of receipt of the Transfer Notice by the Company the price at which the Shares shall be offered under Article 9.3. shall be the price which shall be determined by an independent firm of chartered accountants (acting as experts and not as arbitrators) (the 'Valuer'), either nominated jointly by the Vendor and the directors or, in default of a joint nomination, nominated,, at the request of either the Vendor or the directors, by the President for the time being of the Institute of Chartered Accountants in England and Wales, which may be made at any time after the expiry of the 30 day period commencing on the date of the Transfer Notice. The Valuer shall determine the price of the Shares as at the date when the Transfer Notice was served on the Company as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company as a going concern and such other circumstances as shall seem to the Valuer to be relevant. The Valuer shall however ignore the possibility of a third party being prepared to pay a premium price for all or any of the Shares and any adjustment on the basis that the Shares represent either a minority or a majority or a controlling interest in the Company. The value of the Shares shall be calculated by determining the value of the Company as a whole and by multiplying such value by the proportion of the entire voting rights of the share capital of the Company which the shares represent. The Valuer's determination shall be final and binding on all parties. The Company shall within 7 days of the issue of the Valuer's determination furnish a copy thereof to the Vendor. The costs of the Valuer's determination shall be borne in equal shares by the Vendor and the remaining members.
- 9.3 The Sale Shares shall, within 14 days following receipt of the Transfer Notice or (in a case falling within Article 9.2) agreement or determination of the Prescribed Price be offered by the Company to each Member (other than the Proposing Transferor and any Excluded Person) for purchase at the Prescribed Price. All offers shall be made by notice in writing and shall limit a time (being between thirty and forty two days inclusive) within which the offer must be accepted or, in default, will be deemed to have been declined. A copy of such offers shall at the same time be sent by the Company to the Proposing Transferor.
- 9.4 The Company shall offer the Sale Shares on the following basis:-
- 9.4.1 If there is more than one Member to whom an offer is to be made, the Shares on offer shall be offered to such Members in proportion as nearly as may be to their existing holdings of Shares, and the Directors' decision as to the number of Shares which shall be "in proportion as nearly as may be to their existing holdings of Shares" shall be conclusive.

- 9.4.2 Any Member to whom Sale Shares are offered may accept all or some only of the Sale Shares offered to him.
- 9.4.3 Each Member to whom the offer is made (if more than one) shall be invited to indicate whether, if he accepts the number of Sale Shares offered to him pursuant to Article 9.4.1, he wishes to purchase any Sale Shares offered to other Members in the same offer which they decline to accept (such Sale Shares being referred to as "excess shares"), and if so the maximum number which he wishes to purchase.
- 9.4.4 If there are any excess shares they shall be allocated between the Members who have indicated that they wish to purchase excess shares. If the number of excess shares available is insufficient the excess shares shall be allocated between the Members seeking to purchase them as follows:
- 9.4.4.1 any Member who has sought to purchase no more than his proportionate entitlement of excess shares (calculated by reference to the proportion of the total holdings of Shares of Members seeking to purchase excess shares represented by that Member's holding) shall be allocated all the excess shares he sought to purchase
- 9.4.4.2 any Member or Members who sought to purchase more than their proportionate entitlement shall have the number of excess shares applied for scaled down and (if more than one) in proportion to their respective holdings of Shares
- 9.4.5 Subject to the provisions of this Article, the Purchasers shall be bound to purchase the Sale Shares allocated to them under the provisions of this Article 9.4 at the Prescribed Price
- 9.5 Not later than 7 days following the expiration of the Acceptance Period the Company shall give written notice to the Proposing Transferor stating either:-
- 9.5.1 if it is the case, that no Member has sought to purchase any of the Sale Shares; or, otherwise
- 9.5.2 the number of Sale Shares which Members have sought to purchase, giving the name and address of each Purchaser and the number of Sale Shares to be purchased by him;
- and so that in the event that Purchasers have been found in the Acceptance Period for some only of the Sale Shares the Proposing Transferor may within 7 days of service on him of notice under this Article 9.5 revoke his Transfer Notice by written notice to the Company.
- 9.6 In the event that the Proposing Transferor is given notice under Article 9.5.2 (and subject to the Proposing Transferor not revoking his Transfer Notice in accordance with Article 9.5, where possible) the Proposing Transferor shall be bound, on payment of the Prescribed Price, to transfer the Shares in question to the respective Purchasers. The sale and purchase shall be completed at the registered office of the Company during normal business hours on the first business day after the expiry of 14 days from the date of service of notice under Article 9.5.2.



- 9.7 If a Proposing Transferor, having become bound to transfer any Sale Shares to a Purchaser, shall fail to do so, the Directors may authorise any person to execute on behalf of, and as attorney for, the Proposing Transferor any necessary instruments of transfer and shall register the Purchaser as the holder of the Shares. The Company's receipt of the purchase money shall be a good discharge to the Purchaser, and the Company shall thereafter hold the same on trust for the Proposing Transferor. After the name of the Purchaser has been entered in the Register in purported exercise of these powers, the validity of the proceedings shall not be questioned by any person.
- 9.8 The Proposing Transferor may transfer Sale Shares to any person or persons in the following circumstances:
- 9.8.1 If the Company shall fail within the Acceptance Period to find a Purchaser or Purchasers for any of the Sale Shares, the Proposing Transferor may sell all or any of the Sale Shares
- 9.8.2 If the Company shall within the Acceptance Period find a Purchaser or Purchasers for some (but not all) of the Sale Shares and shall serve notice accordingly under Article 9.5, the Proposing Transferor may sell all or any of the Sale Shares for which no Purchaser has been found, but so that if the Proposing Transferor revokes his Transfer Notice under Article 9.5 he may sell all (but not some only) of the Sale Shares
- Subject to the following restrictions:
- 9.8.3 Shares may not be sold after the expiry of three months after the date on which notice is given under Article 9.5
- 9.8.4 The Shares must be sold on a bona fide sale at a price not being less than the Prescribed Price; the Directors may require to be satisfied that the Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the instrument of transfer without any deduction, rebate or allowance whatsoever to the purchaser
- 9.8.5 No Shares may be transferred, or disposed of, pursuant to this Article 9.8 by any person who is an Excluded Person unless the Directors resolve to approve such transfer or disposal.
- 9.9 A person entitled to a Share in consequence of the death, bankruptcy, administration, receivership or liquidation of a Member shall be bound at any time, if called upon in writing to do so by the Directors not later than the date falling 180 days after the Directors receive notice from the person concerned that he has become so entitled to give a Transfer Notice (without specifying a Prescribed Price) in respect of all the Shares then registered in the name of the Member in question unless such person is, or shall within 180 days of becoming so entitled transfer such Shares to, a person to whom Shares may be transferred pursuant to Article 8.1.3. Such a Transfer Notice shall not be capable of revocation under the provisions of Article 9.5. Regulations 29 to 31 of Table A shall take effect accordingly.

- 9.10 In the event that any Employee ceases from any cause to be an Employee such Employee (and any person to whom he may have transferred any Shares pursuant to the provisions of Article 8.1.1 or 8.1.2, whether directly or through a series of two or more transfers) shall if called upon in writing to do so by the directors not later than 60 business days after the date of such cessation be bound to give a Transfer Notice in respect of all the Shares then registered in his name. In the event that a Transfer Notice is given under the provisions of this Article 9.10 (or deemed given under Article 9 by virtue of Article 9.12) the Transfer Notice shall not specify a Prescribed Price and the Transfer Notice shall not be capable of revocation pursuant to Article 9.5.
- 9.11 For the purpose of ensuring that a transfer of Shares is duly authorised under these Articles or that no circumstances have arisen by reason of which a Transfer Notice may be required to be given, the Directors may from time to time require any Member or past Member or the personal representatives or trustee in bankruptcy, administrator, receiver or liquidator of any Member or any person named as transferee in any instrument of transfer lodged for registration to provide to the Company such information as the Directors reasonably think fit regarding any matter which they consider relevant. If such information is not provided to the reasonable satisfaction of the Directors within a reasonable time after request, the Directors shall be entitled to refuse to register the transfer in question or (where no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the Shares concerned. If the information discloses (in the reasonable opinion of the Directors) that a Transfer Notice ought to have been given in respect of any Shares the Directors may by notice in writing require that a Transfer Notice be given in respect of the Shares concerned. Any Transfer Notice required to be given under this Article 9.10 shall not specify a Prescribed Price and shall not be capable of revocation under the provisions of Article 9.5.
- 9.12 In any case where the Directors may require a Transfer Notice to be given in respect of any Shares, if a Transfer Notice is not duly given within a period of two weeks of demand being made, a Transfer Notice shall, except and to the extent that a duly stamped instrument of transfer of any such Shares in favour of a person to whom they may be transferred pursuant to Article 8 shall have been lodged prior to the expiration of that period, be deemed to have been given at the expiration of that period. Such a deemed Transfer Notice shall not be capable of revocation under Article 9.5.
- 9.13 Any notice required to be given under this Article by the Company to a Member or by a Member to the Company or otherwise shall be given or served either personally or by sending it by first class post to the registered office of the Company or to the registered address of the Member (as the case may be) or, if he has no registered address within the United Kingdom and has supplied to the Company an address within the United Kingdom for the giving of notice to him, to the address so supplied. When a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying and posting a letter containing the notice and to have been effected 48 hours after posting.
- 9.14 The restrictions imposed by this Article may be waived in relation to any proposed transfer of Shares with the consent of all Members who would otherwise have been entitled to have such Shares offered to them in accordance with Article 9.4.

- 10.1 Notwithstanding the provisions of Article 9 no sale or transfer for value of the legal or beneficial interest in any Ordinary Shares ("the relevant transaction") (other than one made pursuant to Article 8) may be made or validly registered if as a result of such sale or transfer a Relevant Interest is obtained by a person (or persons acting in concert) where such person(s) did not have a Relevant Interest immediately prior to the relevant transaction, unless the Proposing Transferor shall have procured a written offer complying with the provisions of Article 10.3 ("an Offer") to have been made by the proposed transferee (or any person or persons acting in concert with it) to the holders of all the other issued Shares in the Company to acquire their entire holdings of Shares.
- 10.2 For the purpose of this Article:-
- 10.2.1 the expression "a Relevant Interest" shall mean an interest in Shares conferring the right to cast seventy five per cent of the votes at a general meeting on all, or substantially all, matters;
- 10.2.2 the expressions "transfer" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment and the renouncee under any such letter of allotment; and
- 10.2.3 the expression "acting in concert" shall bear the meaning ascribed to it in The City Code on Take-overs and Mergers (as amended from time to time).
- 10.3 The Offer referred to in Article 10.1 above shall:-
- 10.3.1 be open for acceptance in England for a period of at least 28 days following the making of the offer;
- 10.3.2 be on terms that the shareholders shall be entitled to receive for their holdings of shares a sum in cash equal to an amount for each Ordinary Share equal to the price per Ordinary Share paid or payable by the proposed purchaser in the relevant transaction or any related or previous transaction by the same purchaser or any person acting in concert with the proposed purchaser which price shall be deemed to include any consideration (in cash or otherwise) paid or payable by such purchaser or person acting in concert which, having regard to the substance of the transaction as a whole, is reasonably regarded by the Directors as an addition to the price so paid or payable;
- 10.3.3 be on terms that the purchase of any Shares in respect of which such offer is accepted shall be completed at the same time as the relevant transaction.
- 10.4 In the event that an Offer is made pursuant to Article 10.1, the members holding a Relevant Interest may by notice in writing to the holders of all the other issued Shares in the Company ("the Called Shareholders") to whom the Offer is made require them to accept the Offer, in which event they shall be bound to do so.
- 10.5 If any Called Shareholder (or any of them) shall make default in transferring their Shares pursuant to the acceptance or deemed acceptance of the Offer, the deemed transfer provisions of Articles 9.6 and 9.7 shall apply to the transfer of such shares mutatis mutandis but so that references to the purchase money shall be construed as references to the consideration offered for such shares pursuant to the Offer.

## GENERAL MEETINGS

- 11 In Regulation 37 of Table A there shall be substituted for the words "eight weeks" the words "twenty-eight days" and after the words "receipt of the requisition" there shall be added the words "and for the avoidance of doubt the requisitionists, or any of them representing more than one half of the total voting rights attached to shares held by all the requisitionists, may, if the Directors shall fail within seven days of receipt of the requisition to give notice of a general meeting for a date not later than twenty-eight days after receipt of the requisition, convene the meeting requisitioned for such date as they may select (subject to compliance with the provisions of the Act regarding the giving of notice of meetings requisitioned by the members, insofar as consistent with the provisions of this Article).
- 12 In its application to the Company, the final sentence of Regulation 38 of Table A shall be modified by the insertion of the words "known to be" after the words "to all persons".
- 13 In its application to the Company, Regulation 50 of Table A shall be modified by the insertion of the word "not" after the word "shall".
- 14 The instrument appointing a proxy and any authority under which it is executed or a copy of such authority certified notarially or in some other way approved by the Directors may:-
- 14.1 be deposited at the office or at such other place within the United Kingdom as is specified in the notice convening the meeting or in any instrument of proxy sent out by the Company in relation to the meeting not less than 24 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or
- 14.2 be delivered at the meeting or adjourned meeting at which the person named in the instrument proposes to vote to the Chairman or to the Secretary or to any Director; or
- 14.3 in the case of a poll, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Director, or at the time and place at which the poll is held to the Chairman or to the Secretary or to any Director or scrutineer
- and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.
- 15 The chairman of the board of directors shall preside as chairman of all general meetings. If he shall not be present within 15 minutes after the time appointed for holding the general meeting, the members present and entitled to vote may elect one of their number to be chairman of the general meeting.
- 16 A resolution in writing signed by each member or on behalf of each member by his duly appointed attorney (or, in the case of a member which is a body corporate, by a director thereof or by a duly appointed representative) who would have been

entitled to vote upon it if it had been duly proposed at a general meeting at which he was entitled to be present and delivered to the Company's registered office by letter, note, memorandum or facsimile transmission shall be as valid and effectual as an ordinary, special extraordinary or elective resolution as if it had been passed at a general meeting duly convened and held. Any such resolution may consist of several documents in the like form each signed or approved by or on behalf of one or more of the members.

- 17 Evidence to the satisfaction of the directors of the authority of the persons claiming to exercise the right to vote shall be deposited either at the Company's registered office or at the place where the general meeting is to be held, not less than 1 hour before the time appointed for holding the general meeting or adjourned general meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable. Regulation 62(a) shall be modified accordingly.

#### **DIRECTORS**

- 19.1 In its application to the Company, Regulation 84 of Table A shall be modified by the deletion of the third and final sentences.
- 19.2 Unless otherwise determined unanimously by the directors, the number of directors (other than alternative directors) shall not be subject to any maximum and the minimum number shall be two. Regulation 64 shall not apply to the Company.
- 19.3 No director shall be required to retire by rotation at any general meeting and Regulations 76 and 77 shall be modified accordingly.
- 19.4 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.
- 19.5 The holder of a majority in nominal value of the "A" ordinary shares may at any time and from time to time by a memorandum signed by the holder or holders of a majority of the "A" ordinary shares respectively (a corporate member acting by resolution of its directors evidenced by the signatures of any two of its directors or one of its directors and the secretary) appoint subject to Article 19.7 a director ("A" Director) and may remove any "A" Director or appointed by them and may appoint others as "A" Directors in their stead and on such persons ceasing to be "A" Directors for any reason the vacancy caused thereby may be filled by the holder or holders of the "A" ordinary shares as set out above.
- 19.6 The holder of a majority in nominal value of the "B" ordinary shares may at any time and from time to time by a memorandum signed by the holder or holders of a majority of the "B" ordinary shares respectively (a corporate member acting by resolution of its directors evidenced by the signatures of any two of its directors or one of its directors and the secretary) appoint subject to Article 19.7 a director ("B" Director) and may remove any "B" Director or appoint others as "B" Directors in their stead and on such persons ceasing to be "B" Directors for any reason the vacancy caused thereby may be filled by the holder or holders of the "B" ordinary shares as set out above.

- 19.7 Any appointment or removal of directors pursuant to Article 19.5 or Article 19.6 shall take effect at and from the time when the memorandum is lodged at the registered office of the Company or produced to a meeting of the directors.
- 19.8 Upon any vote for the removal of a "A" Director the "A" shares shall save as hereinafter provided carry two votes per share provided always that notwithstanding the foregoing in the event that the "A" Director shall be a person other than Mr Mark Birley and the holders for the time being of a majority in nominal value of the "B" Shares and a majority in nominal value of the "C" shares shall upon any such vote cast their votes in favour of the removal of a "A" Director the resolution shall be deemed for all purposes to have been duly passed.
- 19.9 Upon any vote for the removal of a "B" Director the "B" shares shall save as hereinafter provided carry two votes per share provided always that notwithstanding the foregoing in the event that the holders for the time being of a majority in nominal value of the "A" Shares and a majority in nominal value of the "C" shares shall upon any such vote cast their votes in favour of the removal of a "B" Director the resolution shall be deemed for all purposes to have been duly passed.
- 19.10 Regulation 81 shall apply to the Company with the addition of sub-paragraph (f) as follows:
- "(f) if he is removed from office pursuant to Article 19.5 or Article 19.6."

#### PROCEEDINGS OF DIRECTORS

- 20 Subject to the provisions of these Articles, the directors may regulate their proceedings as they think fit. A director may, and the secretary at the request of director will, call a meeting of the directors. It shall be necessary to give notice of every meeting of the directors to all the "A" and "B" directors of the Company, whether they are located in the United Kingdom or otherwise. Regulation 88 shall be modified accordingly.
- 21 A Director may vote at a meeting of the Directors, and form part of a quorum present at that meeting, in relation to any matter in which he has, directly or indirectly, an interest or duty which conflicts or which may conflict with the interests of the Company, provided that he has previously disclosed the nature of such duty or interest to the Directors. The provisions of Regulation 86 of Table A shall be taken to apply equally to any disclosure to be made under the provisions of this Article.
- 22 Any Director who participates in the proceedings of a meeting by means of a communication device (including a telephone) which allows all the other Directors present at such meeting (whether in person or by alternative or by means of such type of communication device) to hear at all times such Director and such Director to hear at all times all other Directors present at such meeting (whether in person or by alternative or by means of such type of communication device) shall be deemed to be present at such meeting and shall be counted when reckoning a quorum.

## **EXECUTION OF DOCUMENTS**

- 23 In its application to the Company Regulation 101 of Table A shall be modified by the addition of the following sentence:

"Any instrument expressed to be executed by the Company and signed by two Directors, or by one Director and the Secretary, by the authority of the Directors or of a committee authorised by the Directors shall (to the extent permitted by the Act) have effect as if executed by the seal."

## **BORROWING POWERS**

- 24 The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to s80 of the Act, to issue debentures, debenture stock or other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

## **Notices**

- 25 The Company may give any notice to a member by telex or facsimile transmission. Regulation 112 shall be modified accordingly.
- 26 A member shall be entitled to receive at such member's registered address any notice to be given by the Company, whether such registered address is located within the United Kingdom or not. Regulation 112 shall be modified accordingly.
- 27 Proof that a telex or facsimile transmission containing a notice was properly despatched to the telex or facsimile number of the member's registered address shall be conclusive evidence that the notice was given. Regulation 115 shall be modified accordingly.

## **INDEMNITY**

- 28 Subject to section 310 of the Act:-
- 28.1 Every Director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation to his office, 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 727 of the Act in which relief is granted to him by the Court, and no 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 execution of the duties of his office or otherwise in relation to his office.
- 28.2 The Company may purchase and maintain insurance for any such Director or other officer against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company".