

OLD BROAD STREET RESEARCH LIMITED

(the Company)

RESOLUTIONS

(Passed on 19 December 2007)

On 19 December 2007 the following resolutions of the Company were passed, as ordinary resolutions and special resolutions as indicated, pursuant to section 281 and Chapter 2 of Part 13 of the Companies Act 2006

ORDINARY RESOLUTION

- 1 That each of the issued and un-issued A Ordinary Shares of £1 00 each in the capital of the Company be re-designated as "Ordinary Shares" of £1 00 each, having the rights attaching to such shares as set out in the new articles of association of the Company to be adopted pursuant to resolution 6 (the New Articles)
- 2 That each of the issued and un-issued B Ordinary Shares of £1 00 each in the capital of the Company be re-designated as "Ordinary Shares" of £1 00 each, having the rights attaching to such shares as set out in the New Articles
- 3 That the authorised share capital of the Company be and is hereby increased from £735,000 to £802,000 by the creation of 67,000 Ordinary Shares of £1 00 each having the rights attaching to such shares as set out in the New Articles
- 4 That in substitution for any existing power under section 80 of the Companies Act 1985 (as amended) (the Act), but without prejudice to the exercise of any such authority prior to the passing hereof, the directors of the Company (the **Directors**) be and are hereby generally and unconditionally authorised in accordance with section 80 of the Act to exercise all the powers of the Company to allot all the authorised but unissued equity securities (as defined in section 94(2) of the Act) in the Company such authority to expire five years from the date of the passing of this resolution but so that such authority shall allow the Company to make offers or agreements before the expiry of such authority which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offers or agreements as if the power conferred hereby had not expired

SPECIAL RESOLUTIONS

- 5 That in substitution for any existing power under section 95 of the Act, the Directors be and are hereby generally and unconditionally empowered pursuant to section 95

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of the Act to allot equity securities (as defined in section 94(2) of the Act) for cash pursuant to the authority conferred by resolution 4 above given in accordance with section 80 of the Act as if section 89(1) of the Act did not apply to the allotment such power to expire five years from the date of the passing of this resolution but so that such power shall allow the Company to make offers or agreements before the expiry of this power which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such offers or agreements as if the power conferred hereby had not expired

- 6 That New Articles in the form annexed hereto and initialled for the purposes of identification be and are hereby adopted in substitution for and to the exclusion of the existing articles of association of the Company



Director/Secretary

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

OLD BROAD STREET RESEARCH LIMITED

CONTENTS

	Page
1 DEFINITIONS AND INTERPRETATION	3
2 TABLE A	5
3 AUTHORISED SHARE CAPITAL	5
4 SPECIAL RIGHTS AND RESTRICTIONS	5
5 INCOME	5
6 CAPITAL	6
7 REDEMPTION	6
8 SALE OF THE SHARE CAPITAL OF THE COMPANY	8
9 VARIATION OF RIGHTS AND CONSENT MATTERS	8
10 VOTING RIGHTS	9
11 TRANSFER OF SHARES	9
12 PERMITTED TRANSFERS	10
13 PRE-EMPTION	11
14 CHANGE OF CONTROL - APPROPRIATE OFFERS	13
15 VALUATION OF SHARES	14
16 GENERAL MEETINGS	15
17 WRITTEN RESOLUTIONS	15
18 ACCOUNTS AND ANNUAL GENERAL MEETINGS	15
19 RETIREMENT OF DIRECTORS	16
20 REMOVAL OF DIRECTORS	16
21 ALTERNATE DIRECTORS	16
22 PROCEEDINGS OF DIRECTORS	16
23 LIEN	17
24 THE SEAL	17
25 INDEMNITY	17
26 BORROWING POWERS	17
27 COMMITTEES OF THE DIRECTORS	18

THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

- of -

OLD BROAD STREET RESEARCH LIMITED

(adopted by special resolution passed on 19 December 2007)

PRELIMINARY

1. DEFINITIONS AND INTERPRETATION

- 1.1 In the interpretation of these articles, the headings shall not affect the construction and, unless the context otherwise requires, the following words and expressions shall have the following meanings -

"acting in concert" shall have the meaning set out in the City Code on Takeovers and Mergers,

"the Acts" means the Companies Act 1985, the Companies Act 1989 and the Companies Act 2006, and (in each case) any statutory modification, amendment, variation or re-enactment thereof for the time being in force,

"Board" means the board of directors of the Company from time to time or, as the context may require, any duly authorised committee thereof,

"Change of Control" means the transfer (whether through a single transaction or a series of transactions) of shares in the Company as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would obtain Control over or increase Control beyond that number of shares in the Company which in aggregate confers 40 per cent or more of the voting rights normally exercisable at general meetings of the Company,

"connected" in the context of determining whether one person is connected with another, shall be determined in accordance with the provisions of section 839 of the Income and Corporation Taxes Act 1988,

"Directors" means the directors for the time being of the Company,

"Financial Year" means an accounting period of 12 months (save for the first) in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Acts,

"Group" means the Company and any company which is a subsidiary of the Company, a holding company of the Company or a subsidiary of such holding company,

"holder" means, in respect of any share in the capital of the Company, the person or persons for the time being registered by the Company as the holder(s) of that share,

"Issue Price" means, in respect of a share in the capital of the Company, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value thereof and any share premium thereon,

"Listing" means the admission of any part of the share capital of the Company to the Official List of the London Stock Exchange or to trading on AIM, a market operated by the London Stock Exchange or to trading on any market operated by a Recognised Investment Exchange,

"Listing Rules" means the listing rules published by the Financial Services Authority from time to time under part VI of the Financial Services and Markets Act 2000,

"London Stock Exchange" means London Stock Exchange plc,

"Managing Director" means the director appointed by the Board to act as managing director from time to time,

"Non-executive Director" means a Director appointed by the Company to act as a non-executive director and **"Non-executive Directors"** shall be construed accordingly,

"Ordinary Shares" means the ordinary shares in the capital of the Company,

"Preference Shares" means the Cumulative Redeemable Preference Shares of £1 each in the capital of the Company,

"Recognised Investment Exchange" has the meaning given in section 417 of the Financial Services and Markets Act 2000,

"Redemption Date" means any date or time when Preference Shares are to be redeemed in accordance with these articles,

"Sale" means the transfer (whether through a single transaction or a series of transactions) of shares in the Company (excluding Preference Shares) as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would obtain Control over or increase Control beyond that number of shares in the Company which in aggregate confers 50 per cent or more of the voting rights normally exercisable at general meetings of the Company, and

"Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052), the Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No 3373), the Companies (Tables A to F) (Amendment) Regulations 2007 (SI 2007/2541) and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007 (SI 2007/2826)

- 1 2 Words and expressions defined in or having a meaning provided by the Acts (but excluding any statutory modification not in force on the date of adoption of these articles) shall, unless the context otherwise requires, have the same meanings when used in these articles

2. TABLE A

- 2 1 The regulations contained in Table A, save in so far as they are expressly excluded or varied by these articles, and the regulations contained in these articles shall together constitute the regulations of the Company
- 2 2 The regulations of Table A numbered 24, 26, 40, 76, 77, 96, 101 and 118 shall not apply to the Company
- 2 3 Regulation 115 of Table A shall be modified by the deletion of the words "48 hours" and the substitution for them of the words "24 hours"

SHARE RIGHTS

3 AUTHORISED SHARE CAPITAL

The authorised share capital of the Company at the date of adoption of these articles is £802,000 divided into 717,000 Ordinary Shares of £1 00 each and 115,000 Preference Shares of £1 00 each

4. SPECIAL RIGHTS AND RESTRICTIONS

The special rights and restrictions attached to and imposed on each class of share capital of the Company are as set out in articles 5 to 10 (inclusive)

5. INCOME

5 1 Preference Shares

- (a) In respect of each Financial Year the Preference Shares shall confer upon the holders thereof (as a class) the right to receive, in priority to any payment by way of dividend to the holders of any other shares in the capital of the Company (but subject first to the payment of all dividends accrued and in arrears on the Preference Shares in respect of any earlier Financial Year), a fixed cumulative preferential dividend (the "**Fixed Dividend**") on each Preference Share at a rate of 5 per cent per annum (exclusive of the imputed tax credit available to the holders thereof) on the Issue Price
- (b) The Fixed Dividend shall (except as provided in (i) below) accrue from day to day and shall be paid in cash as follows -
- (i) in respect of the period from the date on which the relevant share is allotted fully paid down to (and including) 30 June 2000 on 30 September 2000 a dividend of 5 per cent of the Issue Price,
 - (ii) thereafter, until redemption, by one instalment on 30 September of each year The payment to be made annually on 30 September shall be in respect of the twelve month period down to (and including) the preceding 30 June, and
 - (iii) on a Redemption Date (in respect only of Preference Shares redeemed on that date), in respect of the period for which no Fixed Dividend shall have been

paid pursuant to article 5 1(b)(i) and (ii), calculated down to (and including) the Redemption Date and to be payable irrespective of what profits (and of whether any profits) have been made or earned by the Company and irrespective of whether or not such sums have become due and payable in accordance with the provisions of articles 5 1(b)(i) and (ii)

- (c) The Preference Shares shall not confer any further right of participation in the profits of the Company

5 2 Ordinary Shares

After payment in accordance with article 5 1 of all arrears and accruals of the Fixed Dividend any further dividend declared by the Company in respect of that Financial Year shall be paid on the Ordinary Shares

6. CAPITAL

- 6 1 In the event of a winding up of the Company or other return of capital (but excluding the redemption of the Preference Shares in accordance with article 7), any debts which have become due in accordance with article 5 1 shall only be paid in accordance with the provisions of this article 6 The assets of the Company available for distribution to holders remaining after payment of all other debts and liabilities of the Company (and of the costs, charges and expenses of any such winding up) shall be applied in the following manner and order of priority -

- (a) First, in paying to the holders of the Preference Shares all unpaid arrears and accruals of any Fixed Dividend,
- (b) Secondly, in paying to the holders of the Preference Shares the Issue Price of such shares,
- (c) Thirdly, in paying to the holders of the Ordinary Shares the par value of such shares, and
- (d) Lastly, in distributing the balance amongst the holders of the Ordinary Shares

- 6 2 For the purposes of article 6 1 -

- (a) any payment to the holders of shares of a particular class shall be made in proportion to the numbers of shares of the relevant class held by each of them, and
- (b) any payment in respect of unpaid arrears and accruals of any Fixed Dividend, shall be calculated down to (and including) the date of payment and shall be payable irrespective of what profits (and of whether any profits) have been made or earned by the Company and irrespective of whether or not such unpaid arrears and accruals have become due and payable in accordance with the provisions of article 5 1

7 REDEMPTION

- 7 1 Subject to the provisions of the Acts the Company shall redeem all the Preference Shares for the time being outstanding and fully paid up (to the extent not previously redeemed) on 30 September 2004

- 7.2 On the earlier of a Listing, a Change of Control or a Sale the Preference Shares then in issue shall be redeemed in full
- 7.3 The Preference Shares to be redeemed in accordance with this article 7 shall be selected as nearly as may be to ensure that the number of Preference Shares of each relevant holder is reduced, by such redemption, in the same proportion
- 7.4 The Company shall give to the holders of the Preference Shares previous notice in writing of an impending Redemption Date which (i) in the case of a redemption falling within articles 7.1 and 7.3, shall not be less than 21 days, (ii) in the case of a Listing, shall not be less than 28 days nor more than 35 days before the expected date of Listing and (iii) in the case of a Change of Control or Sale, as soon as the prospect of such a Change of Control or Sale has come to the attention of the Company. For the avoidance of doubt, if redemption is occasioned by a proposed Listing, Change of Control or Sale, and the same shall not occur there shall be no redemption and the said notice shall be revoked
- 7.5
- (a) Any notice of an impending Redemption Date shall specify (i) the particular Preference Shares to be redeemed, (ii) the date fixed for redemption (or, if not then known, the expected date for redemption), and (iii) the place at which the certificates for such Preference Shares are to be presented for redemption
 - (b) Upon such Redemption Date, each of the holders of the shares to be redeemed shall be bound to deliver to the Company (at the place specified in such notice of redemption) the certificate for the shares to be redeemed which are held by him in order that the same may be cancelled, or shall deliver an indemnity (in a form reasonably satisfactory to the Board) in respect of any lost certificate
 - (c) Upon such delivery, the Company shall pay to each relevant holder (or, in the case of joint holders of any shares to be redeemed, to the holder whose name stands first in the register of members of the Company) the amount due to him in respect of such redemption (as set out in article 7.6) against the delivery of a proper receipt for the redemption moneys payable in respect thereof
 - (d) If any certificate so delivered to the Company includes any Preference Shares not falling to be redeemed on that Redemption Date, a fresh certificate for such Preference Shares shall be issued to the relevant holder (or, as the case may be, holders) as soon as practicable after such certificate has been delivered to the Company and, in any event, within 14 days of such delivery
- 7.6 There shall be paid on the redemption of each Preference Share an amount equal to the Issue Price thereof, together with all arrears and accruals of the Fixed Dividend pursuant to and in accordance with article 5.1 (b)(iii)
- 7.7 As from any relevant Redemption Date the Fixed Dividend (in respect only of any Preference Shares falling to be redeemed on such date) shall cease to accrue, except on or in relation to any Preference Share in respect of which, on presentation of the certificate relating thereto or an indemnity (in a form reasonably satisfactory to the Board) in respect of a lost certificate, payment of the redemption monies (and/or arrears and accruals of the Fixed Dividend) is refused or otherwise not made

8. SALE OF THE SHARE CAPITAL OF THE COMPANY

In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale (unless all the selling holders immediately prior to such Sale have agreed to the contrary for the purposes of this article 8) the selling holders immediately prior to such Sale shall procure that the consideration (whenever received) shall be paid into a designated trustee account and shall be distributed amongst such selling holders in the same order of priority as set out in article 6 as if the date of such Sale were the date of the return of capital for the purposes of article 6 and as if the consideration for such Sale represented all of the assets of the Company available for distribution to holders

9. VARIATION OF RIGHTS AND CONSENT MATTERS

9 1 Whenever the share capital of the Company is divided into different classes of share, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) with the consent in writing of the holders of more than three-fourths of the issued shares of that class

9 2 The prior consent in writing of the holders of three-fourths of the Ordinary Shares shall be required for the undertaking by the Company and/or any of its subsidiaries of any of the following matters

- (a) the creation, allotment or issue of any shares or securities, or the grant of any right to require the allotment or issue of any such shares or securities,
- (b) the undertaking or entering into of any transaction which, if the company in question were listed on the London Stock Exchange, would constitute a transaction falling within Class 1 (as defined from time to time in the Listing Rules),
- (c) (other than pursuant to these articles) the increase, reduction, repayment, purchase (or re-purchase), sub-division, consolidation or other variation of the share capital, or the reduction of the amount (if any) standing to the credit of any non-distributable reserve (including the share premium account or capital redemption reserve), except for (i) the specific purposes set out in these articles or (ii) as permitted by sections 130(2) and 170(4) of the Companies Act 1985,
- (d) the amendment of any provision of its memorandum of association or of its articles of association,
- (e) any change in its accounting reference date of the Company

9 3 The prior consent in writing of the holders of three-fourths of the Preference Shares shall be required for -

- (a) the creation, allotment or issue of any shares or securities by the Company, or the grant of any right to require the allotment or issue of any such shares or securities (other than, in any such case, the creation, allotment or issue of any shares or securities pursuant to any Employee Share Option Scheme),
- (b) the amendment of any provision of the memorandum of association or the articles of association of the Company,

- (c) the increase, reduction, repayment, purchase (or re-purchase), sub-division, consolidation or other variation of the share capital of the Company, or the reduction of the amount (if any) standing to the credit of any non-distributable reserve (including the share premium account or capital redemption reserve), except for (i) the specific purposes set out in these articles or (ii) as permitted by sections 130(2) and 170(4) of the Companies Act 1985, and
- (d) any change in the accounting reference date of the Company prior to the date upon which all Preference Shares are redeemed

10. VOTING RIGHTS

10 1 Regulation 54 of Table A shall be modified in accordance with the following provisions of this article 10

10 2 A proxy shall be entitled to vote on a show of hands

10 3 Without prejudice to article 10, on a poll every holder shall have one vote for every Ordinary Share of which he is the registered holder and which is fully paid up or credited as fully paid

10 4 Subject to article 10 5, the Preference Shares shall not confer or carry any rights to vote at a general meeting

10 5 In the event that -

- (a) after 29 September 2001, for whatever reason, any dividend on the Preference Shares is not paid within 28 days of the due dividend date in accordance with article 5 1 , or
- (b) the Preference Shares have not been redeemed on 30 September 2004 or if earlier on a Listing, a Change of Control or a Sale, or
- (c) the business of any general meeting includes a resolution for the winding-up of the Company, or for the appointment of an administrator or the approval of a voluntary arrangement, or a reduction in the capital of the Company and/or a resolution adversely altering, varying or abrogating any of the special rights and/or privileges attaching to the Preference Shares

then the holders of the Preference Shares shall be entitled to receive notice of and to attend and vote (on the basis of one vote for each Preference Share held by them) at any and all general meetings of the Company in the case of article 10 5(a), until the due payment of all such dividends, in the case of article 10 5(b), until the Preference Shares required to be redeemed pursuant to article 7 have been so redeemed, in the case of article 10 5(c), only on any such resolution

11. TRANSFER OF SHARES

11 1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these articles Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien or (ii) the Board is otherwise entitled to refuse to register such transfer pursuant to these articles

11 2 For the purposes of these articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company -

- (a) any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself, and
- (b) any sale or any other disposition of any legal or equitable interest in a share (including any voting right attached to it), (i) whether or not by the relevant holder, (ii) whether or not for consideration, and (iii) whether or not effected by an instrument in writing

12. PERMITTED TRANSFERS

12 1 Subject as herein provided any holder who is an individual (the "**Original Member**") may transfer all or any shares originally allotted to him or any beneficial interest therein for whatever consideration to his or her spouse or adult children or adult step children or to the trustee or trustees (the "**Trustees**") of a family trust set up wholly for the benefit of one or more of the transferor his or her spouse children or step children and of which the said holder is the settlor (each a "**Permitted Transferee**") and a Permitted Transferee may transfer any of those shares to any other Permitted Transferee

12 2 The Trustees may (i) transfer all or any of their shares to a company of which they hold the whole of the share capital and which is controlled by them PROVIDED THAT if any such company, while it is a member of the Company, shall cease to be such a company it shall, within 21 days of so ceasing, transfer the shares held by it back to the Trustees or to a company of which the Trustees hold the whole share capital and which is so controlled failing which it or the relevant holder (if different) shall be deemed to have given a Transfer Notice pursuant to article 13 or (ii) transfer all or any of their shares to the Original Member or to any other Permitted Transferee

12 3 Any person holding shares transferred to him pursuant to articles 12 1 or 12 2 shall be deemed to have irrevocably appointed the original transferor of such shares as his proxy in respect of such shares and no instrument of appointment shall be necessary to be deposited with the Company or any subsidiary of the Company

12 4 Any holder may at any time transfer any shares in accordance with the provisions of the Acts to the Company

12 5 Any holder may at any time transfer all or any of his shares to any other person with the prior written consent of the holders of 95 per cent in nominal value of the ordinary share capital of the Company for the time being

12 6 Any holder may transfer shares to a nominee or trustee for that holder alone and any such nominee or trustee of any person or persons may at any time transfer any shares to that person or persons or to another nominee or trustee for that person or persons PROVIDED THAT no beneficial interest in such shares passes by reason of any such transfer

12 7 Any shares may be transferred pursuant to the acceptance of an Appropriate Offer

13. PRE-EMPTION

- 13 1 Any holder who wishes to transfer shares (the "**Vendor**") otherwise than in accordance with article 12 shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying -
- (a) the number and class(es) of shares which he wishes to transfer (the "**Sale Shares**"),
 - (b) the name of any third party to whom he proposes to sell the Sale Shares,
 - (c) the price at which he wishes to transfer the Sale Shares (which shall be deemed to be fair value as determined by the Auditors pursuant to article 15 if no price is specified) (the "**Transfer Price**"), and
 - (d) whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares being sold pursuant to the offer hereinafter mentioned and, if not whether it is conditional upon the different classes of share, if relevant, comprised in the Sale Shares being sold in the same proportions which they bear to each other. In the absence of either such stipulation, it shall be deemed not to be so conditional
- 13 2 Where any Transfer Notice is deemed to have been given in accordance with these articles, the deemed Transfer Notice shall be treated as having specified -
- (a) that all of the shares registered in the name of the Vendor shall be included for transfer,
 - (b) that the price for the Sale Shares shall be as agreed between the Board and the Vendor or, failing agreement, shall be fair value as determined by the Auditors pursuant to article 15, and
 - (c) that no condition as referred to in article 13 1 (d) shall apply
- 13 3 No Transfer Notice once given or deemed to be given in accordance with these articles shall be withdrawn unless the Vendor is obliged to procure the making of an Appropriate Offer and is unable so to procure. In that event the Vendor shall be entitled to withdraw such Transfer Notice, without liability to any person, prior to completion of any transfer
- 13 4 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares at the Transfer Price
- 13 5
- (a) The Company shall as soon as practicable following receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price, give notice in writing to each of the holders of the Ordinary Shares informing them that the Sale Shares are available and of the Transfer Price. Such notice shall invite each holder to state, in writing within twenty one days from the date of such notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares
 - (b) Sale Shares shall be offered to each offeree on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of shares (the "**Proportionate Entitlement**") It shall be open to each such holder to specify if he is willing to

purchase shares in excess of his Proportionate Entitlement ("**Excess Shares**") and, if the holder does so specify, he shall state the number of Excess Shares

- (c) After the expiry of the offers to be made pursuant to article 13 5(a) (or sooner if all the Sale Shares offered shall have been accepted in the manner provided in article 13 5(b)), the Board shall, in respect of each offer made to the persons referred to article 13 5(a), allocate the Sale Shares in the following manner -
- (i) if the total number of shares applied for is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications, or
 - (ii) if the total number of shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied), applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which shares of the relevant class held by such holder bears to the total number of shares of that class held by all such holders applying for Excess Shares PROVIDED THAT such holder shall not be allocated more Excess Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Vendor and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than fourteen days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed SAVE THAT the transfer and completion of the sale of the Sale Shares shall not be sanctioned or effected by the Board if such transfer obliges the Vendor to procure the making of an Appropriate Offer in accordance with article 14 1, and no such Offer has been made and completed

- 13 6 Subject to article 13 7, upon such allocations being made as aforesaid, the Vendor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified. If he makes default in so doing the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the shares so purchased by him or them. The Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Vendor until he shall deliver up his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money
- 13 7 If the Vendor shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the total number of shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to

such provision and shall contain a further invitation, open for 28 days, to those persons to whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this article 13 shall be conditional upon such provision as aforesaid being complied with in full

13 8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this article 13 the Vendor may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares (which have not been sold) to any person or persons at any price not less than the Transfer Price PROVIDED THAT -

- (a) the Board shall be entitled to refuse registration of the proposed transferee if he is a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries or a nominee of such a person PROVIDED THAT the Board shall not be so entitled if the effect of such transfer would oblige the Vendor to procure the making of an Appropriate Offer in accordance with article 14 1 and such offer has been made and completed or the transfer is made pursuant to the acceptance of an Offer,
- (b) if the Vendor stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Vendor shall not be entitled, save with the written consent of the holders of 95 per cent in nominal value of the ordinary share capital of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons,
- (c) any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the purchaser and, if not so satisfied, may refuse to register the instrument of transfer, and
- (d) the Board shall refuse registration of the proposed transferee if such transfer obliges the Vendor to procure the making of an Appropriate Offer in accordance with article 14 1, until such time as such offer has been made and completed

14. CHANGE OF CONTROL - APPROPRIATE OFFERS

- 14 1 (a) If the effect of any transfer of shares by a Vendor would, if completed, be to enable any person or persons connected with each other or persons acting in concert with each other to obtain Control over or increase Control beyond that number of shares in the Company which in aggregate confer 40 per cent or more of the voting rights normally exercisable at general meetings of the Company, the Vendor shall procure the making, by the proposed transferee of the Vendor's shares, of an Appropriate Offer to all of the other holders of the Company (other than any person or persons connected with each other or acting in concert with each other who shall as a consequence of the proposed transfer obtain or, where relevant, increase such Control) Every holder, on receipt of an Appropriate Offer, shall be bound within 28 days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer) Until such Appropriate Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers

- (b) For the purposes of these articles "**Control**" shall mean the right, by virtue of holding shares (other than Preference Shares) in, or the possession of voting power in or in relation to, the Company or any other body corporate, to exercise or procure the exercise of the voting rights attached to the relevant shares
- (c) "**Appropriate Offer**" means an unconditional offer, open for acceptance for not less than 28 days, to purchase -
 - (i) the Ordinary Shares held by the recipients of an Appropriate Offer at a price at least equal to the higher of -
 - (A) fair value for the Ordinary Shares (taken as one class), as determined by the Auditors pursuant to article 15 ("**Fair Value**"), or
 - (B) the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission) paid or to be paid by any person or persons referred to in article 14 1 (a) for the Ordinary Shares (inclusive of the shares giving rise to the obligation to make the Appropriate Offer) within the period of one year prior to and on the proposed date of completion of such transfer of shares, plus such further amount equal to any other consideration (in cash or otherwise) received or receivable by the holders of such 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 such shares, multiplied by the number of Ordinary Shares, and
 - (ii) the Preference Shares held by recipients of an Appropriate Offer, conditional on the Company not redeeming the Preference Shares on or prior to the date of completion of the Appropriate Offer, at a price per Preference Share equal to the amount which, after tax, the relevant holder(s) would have received if such Preference Share were to be redeemed, on the date of completion of the Appropriate Offer, under and in accordance with article 7,

PROVIDED THAT the amount paid for each Preference Share shall be increased by the amount of all (if any) unpaid arrears and accruals of any Fixed Dividend, such arrears and accruals to be calculated down to (and including) the date of completion of the Appropriate Offer and to be payable irrespective of what profits (and of whether any profits) have been made or earned by the Company

- (d) In the event of disagreement, the calculation of the relevant Appropriate Offer price shall be referred to an umpire (acting as 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 (in the absence of fraud and manifest error) be conclusive and binding on the Company and upon all its holders for the purposes of these articles

15. VALUATION OF SHARES

- 15 1 In the event that the Auditors are required to determine the price at which shares are to be transferred pursuant to these articles, such price shall be the amount the Auditors shall, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this article 15 is required), certify in writing to be the price which, in their opinion, represents a fair value for

such shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or deemed Transfer Notice is given. In making such determination, the Auditors shall not take any account of the fact that transferability is restricted by these articles (and shall assume that the entire issued share capital of the Company is being sold)

- 15 2 In so certifying, the Auditors shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and upon all of its holders for the purposes of these articles
- 15 3 The costs of the Auditors shall be borne by the Company unless, in the case of a determination required pursuant to the provisions of article 13 2, the amount determined by the Auditors is less than that suggested by the Board in which event the costs of the Auditors shall be borne by the Vendor

GENERAL

16. GENERAL MEETINGS

- 16 1 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Two persons, being holders present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for that adjourned meeting, the holders then present shall form a quorum, and regulation 41 of Table A shall be modified accordingly
- 16 2 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly

17. WRITTEN RESOLUTIONS

A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting duly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members. In the case of a corporation which holds a share or shares in the capital of the Company, the signature of any director or the secretary of such corporation shall be sufficient for the purposes of any resolution in writing as is referred to in this article

18 ACCOUNTS AND ANNUAL GENERAL MEETINGS

- 18 1 Every Financial Year of the Company shall commence on 1 July and end on 30 June (the "**Accounts Date**") in the following year (save that the first Financial Year shall commence on 31 May 1999 and end on 30 June 2000). The Board shall cause to be prepared, in accordance with the provisions of the Acts, a consolidated balance sheet of the Company and its subsidiary undertakings as at the end of each Financial Year and a consolidated profit and loss account of the Company and its subsidiary undertakings for each Financial Year (the "**Accounts**")

- 18 2 The Board shall cause to be laid before each annual general meeting the Accounts for the relevant Financial Year, together with the respective reports (complying with the provisions of the Acts) of the Board and of the auditors for the time being of the Company (the "Auditors") on such Accounts

19. RETIREMENT OF DIRECTORS

The Directors shall not be liable to retire by rotation and in regulation 78 of Table A, the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted

20. REMOVAL OF DIRECTORS

The office of any Director shall be vacated if -

- 20 1 (in the case of an executive Director only) he shall, for whatever reason, cease to be employed by the Company or any subsidiary of the Company, or
- 20 2 all the other Directors request his resignation in writing,
- and the provisions of regulation 81 of Table A shall be extended accordingly

21. ALTERNATE DIRECTORS

- 21 1 In regulation 67 of Table A the words "but, if" and the words following them (to the end of that regulation) shall be deleted
- 21 2 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly
- 21 3 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 Board (or of any committee of the Board) 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 at (and during) any such meeting

22. PROCEEDINGS OF DIRECTORS

- 22 1 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting
- 22 2 Except with the prior written consent of the Directors, a Director shall not vote on any resolution concerning a matter in which he has, directly or indirectly, any kind of interest or duty whatsoever, save in respect of the matters specified in paragraphs (a) to (d) (inclusive) of regulation 94 of Table A which shall be modified accordingly

- 22 3 Regulation 88 of Table A shall be modified by the deletion of the third sentence and the substitution for it of the following sentences "Every Director shall receive notice of a meeting, whether or not he is absent from the United Kingdom A director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively "

23 LIEN

The lien conferred by regulation 8 of Table A shall attach also to fully paid up shares

24. THE SEAL

- 24 1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the secretary or a second Director The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal

- 24 2 The Company may exercise the powers conferred by section 39 of the Companies Act 1985 with regard to having an official seal for use abroad, and such powers shall be vested in the Board

25. INDEMNITY

Subject to the provisions of the Acts, every Director or other officer of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the 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 judgement is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company 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 proper execution of the duties of his office or in relation thereto This article 25 shall only have effect in so far as its provisions are not avoided by section 310 of the Companies Act 1985 The Board shall have power to purchase and maintain for any Director or other officer of the Company insurance 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

26. BORROWING POWERS

Subject as hereinafter provided, the Board 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 the provisions of the Acts, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party up to a maximum value of £250,000

27. COMMITTEES OF THE DIRECTORS

27 1 *Appointment and Constitution of Committees*

The Board may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the directors) to committees consisting of one or more directors and (if thought fit) one or more other named persons or person to be co-opted as hereinafter provided subject always to the remuneration committee (if constituted) consisting of the Non-executive Directors and the Managing Director (the "**Remuneration Committee**") Insofar as any such power or discretion is delegated to a committee, any reference in these articles to the exercise by the Board of the power or discretion to delegated shall be read and construed as if it were a reference to the exercise of such power or discretion by such committee Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Board Any such regulations may provide for or authorise the co-option to the committee of persons other than directors and may provide for members who are not directors to have voting rights as members of the committee

27 2 *Proceedings of Committee Meetings*

The meetings and proceedings of any such committee consisting of two or more persons shall (with necessary changes only) be governed by the provisions of these articles regulating the meetings and proceedings of the Board, so far as the same are not superseded by any regulations made by the Board under the last preceding article

27 3 *Remuneration Committee*

For so long as there is a Remuneration Committee validly constituted, the remuneration and/or benefits of the Directors shall not be varied without the prior approval of the Remuneration Committee