

COMPANY NO. 4070264

The Companies Act 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

(PURSUANT TO S381A OF THE COMPANIES ACT 1985)

of

FRESH MINDS LIMITED

DATED 7 day Jan 2002

ALL THE MEMBERS OF THE COMPANY who at the date of this Resolution were entitled to attend and vote at General Meetings of the Company signified their assent to the passing of the resolution set out below pursuant to Article 53 of Table A as incorporated in the Articles of the Company to the effect that such resolution shall be deemed to be as effective as if it had been passed at a general meeting of the company duly convened and held:-

RESOLUTION

1. That the regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 shall no longer apply to this company, and that in the place of those regulations the articles of association already prepared, a copy of which has been initialled by CR Osmond for the purpose of identification and circulated with this written resolution be adopted by the company, and that the secretary be directed immediately to register them with the registrar of companies

Signed *Carl Lee Phibbs*
Director

Date: 7/1/02



Company No: 4070264

THE COMPANIES ACTS 1985 TO 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

Fresh Minds Ltd

PRELIMINARY

1. The regulations in Table A in the Companies (Tables A to F) Regulations 1985 shall not apply to the Company.
2. In these presents (if not inconsistent with the subject or context) the words and expressions set out in the first column below shall bear the meanings as set opposite to them respectively:-

"the Company"	means <i>Fresh Minds Limited</i> ;
"the Act"	means the Companies Acts 1985 to 1989 including any statutory modification or re-enactment thereof for the time being in force;
"the Articles"	means these Articles of Association of the Company;
"the Board"	means the Board of Directors for the time being of the Company;
"the Memorandum"	means the Memorandum of Association of the Company;
"the Office"	means the registered office for the time being of the Company;
"shares" or "share"	means any share in the capital of the Company for the time being;
"the holder"	in relation to shares means the member whose name is entered in the register of members as the holder of the shares;
"the Directors"	means the Directors for the time being of the Company;
"the Secretary"	means any person appointed by the Directors to perform the duties of the company secretary;

"Employee" means any full time or part time employee of the Company;

"the Chairman" means the Chairman for the time being of the Board of Directors.

SHARE CAPITAL

3. The capital of the Company at the date of adoption of these Articles is [?] divided into [?] Ordinary Shares of 1 pence (1p) each.

RIGHTS ATTACHING TO ORDINARY SHARES

- 4 The rights attaching to the shares are as follows :

(a) **Capital**

On return of assets on liquidation or otherwise, the assets of the Company available for distribution among the members shall be applied first in paying to the holders of the shares a sum equal to the nominal amount of each share held by them and secondly the balance of such assets (if any) shall be distributed amongst the holders of the shares pro rata (as nearly as may be) according to the nominal amounts paid up or credited as paid up on the shares held by them respectively.

(b) **Income**

Subject to the provisions of these Articles, any profits of the Company available for distribution and resolved to be distributed shall be distributed among the holders of the shares. Every dividend shall be distributed to the members pro rata (as nearly as may be) according to the number of shares held by them respectively.

(c) **Voting**

Subject to any special rights, privileges or restrictions attached to any shares, at a general meeting of the Company on a show of hands every holder of the shares who (being an individual) is present in person or by proxy (not being himself a member) or (being a corporation) is present by a representative duly authorised under section 375 of the Act (not being himself a member) shall have one vote, and on a poll every holder of shares present in person, by representative or by proxy shall have one vote for every share of which he is the holder.

FURTHER ISSUE OF SHARES

- 5 Notwithstanding any of the provisions of these Articles and unless otherwise agreed by a resolution passed by all of the members the Directors and the members shall exercise their voting rights for the time being in the Company and take such other steps as for the time being lie within their power to procure that the Company will not issue any shares (of whatever class) without first offering any such shares so issued to the members of the Company (who were members immediately following the date of the adoption of these Articles) as will enable the members to whom the offer is made to maintain their shareholding (measured in nominal value) in the same proportion as nearly as may be to the nominal value of the issued share capital (taken as a whole) in the Company. All shares issued pursuant to such offer shall be issued on equal terms and conditions to all members.
- 6 Without prejudice to any rights or privileges previously conferred on the holders of any shares or class of shares, any share in the Company may be issued with or have attached thereto such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine.

- 7 The Directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any such shares in accordance with the terms of the relevant offer. No member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take. The Directors shall make such arrangements as they shall think fit concerning entitlements to fractions, overseas shareholders and shareholders unable by law or regulation to receive or accept any offer pursuant to this Article. No shares may be allotted or issued to any person who is not immediately prior to such allotment or issue a member
- 8 No shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned to, another person and no person entitled to allotment of any shares may direct that such share may be allotted or issued to any other person.

CLASS RIGHTS

- 9.1 The members undertake (each with the others of them) that they will exercise all voting rights and other powers of control available to them in relation to the Company and any company that becomes a subsidiary of the Company so as to procure (so far as they are able to do so by the exercise of such rights and powers) that no action shall be taken and/or resolution passed by the Company without the prior written consent of 75% of the members in respect of the following matters:
- (a) the alteration of the Memorandum or the adoption of new Articles of Association or the alteration of these Articles by the passing of any resolutions inconsistent with the respective provisions thereof;
 - (b) the alteration of any rights attaching to any class of shares in the capital of the Company;
 - (c) the increase, reduction, redemption, consolidation, conversion or purchase by the Company of any share capital or other securities in the Company or subsidiary (as the case may be);
 - (d) the reduction of any share premium account of the Company or any subsidiary;
 - (e) the issue, of any shares or debentures or other securities convertible into shares or debentures by the Company or any subsidiary of the Company (other than an issue to the Company) or any other alteration to the issued share capital of the Company or any subsidiary or the creation of any share warrants or any options in respect of the same in the Company or any subsidiary or the entering into an agreement for any of the foregoing;
 - (f) any resolution to wind up the Company or any subsidiary or the entering into liquidation of the Company or any subsidiary or any scheme of arrangement or compounding with creditors in respect of the Company or any subsidiary;
 - (g) the delegation of any of the powers of the Board to any person or committee of persons without the prior approval of the Board;
 - (h) the giving of any guarantee or indemnity to secure the liabilities or obligations of any person;
 - (i) the registration of any transfer of shares by members except by transfer made pursuant to the terms of these Articles;
 - (j) the acquisition by the Company or any subsidiary of any significant fixed assets (including real property) or any series of transactions which are connected or form part of one transaction;
 - (k) the acquisition by the Company of any share capital or other securities of any body corporate (other than in or of any company which is already a wholly owned subsidiary) or the disposal by the Company of any share capital or security of any body corporate held by it or the creation of any subsidiary of the Company;
 - (l) the disposal of the whole or any substantial part of the business or undertaking of the Company;
 - (m) any significant change in the nature of the business as carried on by the Company or the cessation of the business of the Company;
 - (n) the borrowing by the Company of sums of money including amounts outstanding or borrowed under finance, hire purchase, leasing, conditional sale or other agreements for purchasing on deferred terms in excess of [£50,000];
 - (o) the borrowing by the Company from its bank in excess of [£50,000];

- (p) the removal or change in the terms and conditions of any Director of the Company;
- (q) the making of any loan or advance or the giving of any credit (other than normal trade credit) to any person (except for the purpose of making deposits with bankers which shall be repayable upon the giving of no more than 30 days' notice) in excess of [£10,000];
- (r) the creation of any fixed or floating charge lien (other than a lien arising by operation of law) or other security or encumbrance over the whole or any part of the assets or property of the Company or any subsidiary except for the purpose of securing borrowings from bankers in the ordinary and proper course of business;
- (s) the entering into of any contract other than at arm's length and in the ordinary course of business or any contract for a fixed term of more than one year or contract of an unusual or potentially onerous nature;
- (t) entering into any transaction between the Company and any of the members or any person connected with any of them (within the meaning of Section 346 Companies Act 1985); or
- (u) the adoption of any bonus or profit sharing scheme or any share option or incentive scheme or Employee share trust or share ownership plan which has not been approved by the Board.

SHARE CERTIFICATES

- 10 Every member, upon becoming the holder of any shares, shall be entitled without payment to one certificate for all the shares of each class held by such member (and, upon transferring a part of his holding of shares of any class, to a certificate for the balance of such holding) or several certificates each for one or more of his/her/its shares upon payment for every certificate after the first of such reasonable sum as the Directors may determine. Every certificate shall specify the number, class and distinguishing numbers (if any) of the shares to which it relates and the amount or respective amounts paid up thereon. The Company shall not be bound to issue more than one certificate for shares held jointly by several persons and delivery of a certificate to one joint holder shall be a sufficient delivery to all of them.
- 11 If a share certificate is defaced, worn-out, lost or destroyed, it may be renewed on such terms (if any) as to evidence and indemnity and payment of the expenses reasonably incurred by the Company in investigating evidence as the Directors may determine but otherwise free of charge, and (in the case of defacement or wearing-out) on delivery up of the old certificate.

LIEN

- 12 The Company may sell in such manner as the Directors determine any shares on which the Company has a lien if a sum in respect of which the lien exists is presently payable and is not paid within fourteen clear days after notice has been given to the holder of the shares or to the person entitled to them in consequence of the death or bankruptcy of the holder, demanding payment and stating that, if the notice is not complied with, the shares may be sold.
- 13 To give effect to the sale the Directors may authorise some person to execute an instrument of transfer of the shares sold to, or in accordance with the directions of, the purchaser. The title of the transferee to the shares shall not be affected by any irregularity in or invalidity of the proceedings in reference to the sale.
- 14 The net proceeds of the sale, after payment of the costs, shall be applied in payment of so much of the sum for which the lien exists as is presently payable, and any residue shall (upon surrender to the Company for cancellation of the certificate for the shares sold and subject to a like lien for any monies not presently payable as existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

CALLS ON SHARES AND FORFEITURE

- 15 Subject to the terms of allotment, the Directors may make calls upon the members in respect of any monies unpaid on their shares (whether in respect of nominal value or premium) and each member shall (subject to receiving at least fourteen clear days' notice specifying when and where payment is to be made) pay to the Company as required by the notice the amount called on his shares. A call may be required to be paid by instalments. A call may, before receipt by the Company of any sum due thereunder, be revoked in whole or part and payment of a call may be postponed in whole or part. A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made.
- 16 A call shall be deemed to have been made at the time when the resolution of the Directors authorising the call was passed. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof.
- 17 If a call remains unpaid after it has become due and payable the person from whom it is due and payable shall pay interest on the amount unpaid from the day it became due and payable until it is paid at the rate fixed by the terms of allotment of the share or in the notice of the call or, if no rate is fixed, at the appropriate rate (as defined by the Act) but the Directors may waive payment of the interest wholly or in part.
- 18 An amount payable in respect of a share on allotment or at any fixed date, whether in respect of nominal value or premium or as an instalment of a call, shall be deemed to be a call and if it is not paid the provisions of the Articles shall apply as if that amount had become due and payable by virtue of a call.
- 19 If a call remains unpaid after it has become due and payable, the Directors may give to the person from whom it is due not less than fourteen clear days' notice requiring payment of the amount unpaid together with any interest which may have accrued. The notice shall name the place where payment is to be made and shall state, that if the notice is not complied with, the shares in respect of which the call was made will be liable to be forfeited.
- 20 If the notice is not complied with, any share in respect of which it was given may, before the payment required by the notice has been made, be forfeited by a resolution of the Directors and the forfeiture shall include all dividends or other monies payable in respect of the forfeited shares and not paid before the forfeiture.
- 21 Subject to the provisions of the Act, a forfeited share may be sold, re-allotted or otherwise disposed of on such terms and in such manner as the Directors determine either to the person, who was before the forfeiture the holder or to any other person and at any time before sale, re-allotment or other disposition, the forfeiture may be cancelled on such terms as the Directors think fit. Where for the purposes of its disposal a forfeited share is to be transferred to any person, the Directors may authorise some person to execute an instrument of transfer of the share to that person.
- 22 A person any of whose shares have been forfeited shall cease to be a member in respect of them and shall surrender to the Company for cancellation the certificate for the shares forfeited but shall remain liable to the Company for all monies which at the date of forfeiture were presently payable by him to the Company in respect of those shares with interest at the rate at which interest was payable on those monies before the forfeiture or, if no interest was so payable, at the appropriate rate (as defined in the Act) from the date of forfeiture until payable but the Directors may waive payment wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 23 A statutory declaration by a Director or the Secretary that a share has been forfeited on a specified date shall be conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share and the declaration shall (subject to the execution of an instrument of transfer if necessary) constitute a good title to the share and the person to whom the share is disposed of shall not be bound to see to the application of the consideration, if any, nor shall his

title to the share be affected by any irregularity in or invalidity of the proceedings in reference to the forfeiture or disposal of the share.

TRANSFER OF SHARES

- 24 The instrument of transfer of a share may be in any usual form or in any other form which the Directors may approve and shall be executed by or on behalf of the transferor.
- 25 The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the register of members in respect thereof. All instruments of transfer which are registered shall be retained by the Company, if the Directors so decide.
- 26 None of the members shall transfer or create or dispose of any interest in or over any of the shares being transferred except by a transfer of the entire legal and beneficial interest therein and to a transferee as permitted by the Articles.
- 27 The Directors shall refuse to register any transfer of shares made in contravention of the provisions of these Articles. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles, the Directors may request the transferor or the person named as transferee in any transfer lodged for registration to furnish the Company with such information and evidence as the Directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the Directors within a period of 28 days after such request the Directors shall be entitled to refuse to register the transfer in question.
- 28 Notwithstanding any other provisions of these Articles a transfer of any shares approved by the holders of 75% of the Ordinary Shares may be made without restriction as to price or otherwise and any such transfer shall be registered by the Board.
- 29 Subject to Article 28 the members shall be offered the shares of any member who intends to sell or dispose of its/his/her shares or part thereof ("the Sale Shares"):
 - (a) at the price per share at which the transferor thereof ("the Transferor") wishes to sell the Sale Shares ("Asking Price") or
 - (b) in the event the Transferor wishes to sell or is required to sell its/his/her shares and is unable to sell the shares at the Asking Price at the Prescribed Price (as hereinafter defined)

in such proportions (as nearly as circumstances permit) as will enable the other members to maintain their shareholdings viz. a viz. each other in the prevailing relative proportions held by them in the issued share capital of the Company.
- 30 The Prescribed Price of each of the Sale Shares of the Transferor shall be determined by the auditors of the Company in accordance with the standard accounting principles, guidelines and requirements, such auditors acting as experts and not as arbitrators in so determining and certifying and their decision shall be final and binding on the parties hereto in the absence of manifest error. The auditors' fees incurred in establishing the Prescribed Price for Sale Shares in any instance where this is reasonably required to be done shall be paid by the Transferor.
- 31 If the Transferor is unable to sell the Sale Shares at the Asking Price or the Prescribed Price within 30 days to the members as set out herein such Transferor shall be entitled to offer the Sale Shares to a third party on terms no less favourable than those offered to the members.
- 32 Completion of the purchase of Sale Shares (where a cash payment in full consideration of the Asking Price or Prescribed Price shall be made) shall occur on the first working day which is 30 days after the Asking Price has been accepted or the Prescribed Price has been notified by the auditors to the Company whichever is later (as the case may be) and if as a result of fault on the part of any of the members hereto other than the Transferor payment is actually made after the due date interest shall accrue on the sum or sums paid late for the period from time to time when

the payment should have been made until when payment is actually made at 5% per annum above base rate of the Company's Bank from time to time.

- 33 The Transferor shall at all times hold any Sale Shares which the Transferor owns in the Company as beneficial owner free from any lien, charge or encumbrance until the transfer thereof in accordance with the terms of these Articles and upon transfer of the Sale Shares shall transfer them from any lien, charge or encumbrance and with all rights attaching thereto.
- 34 Any member who ceases to be an Employee of the Company shall be required to offer his shares for sale to the other members of the Company in accordance with the procedures set out in the Articles as regards the transfer of shares if such cessation occurs:
 - (a) as a result of the voluntary act on the part of the Employee; or
 - (b) at any time such member acquires a material interest in any organisation as a principal, agent or shareholder or becomes an employee, agent, principal, contractor or director of any company or business which competes directly or indirectly with the business of the Company; or
 - (c) where such Employee is in material breach of his implied and/or express terms of his contract of employment and provided that such Employee shall not have succeeded against the Company in a claim for unfair or wrongful dismissal as a result of such dismissal.

TRANSMISSION OF SHARES

- 38 When a member dies the survivor or survivors where he was a joint holder, and his personal representatives where he was a sole holder or the only survivor of joint holders, shall be the only persons recognised by the Company as having any title to his interest; but nothing herein contained shall release the estate of a deceased member from any liability in respect of any share which had been held by him.
- 39 A person becoming entitled to a share in consequence of the death or bankruptcy of a member may, upon such evidence being produced as the Directors may properly require, elect either to become the holder of the share or to have some person nominated by him registered as the transferee. If he elects to become the holder, he shall give notice to the Company to that effect. If he elects to have another person registered, he shall execute an instrument of transfer of the share to that person. All the Articles relating to the transfer of shares shall apply to the notice or instrument of transfer as if it were an instrument of transfer executed by the member and the death or bankruptcy of the member had not occurred.
- 40 A person becoming entitled to a share in consequence of the death or bankruptcy of a member shall have the rights to which he would be entitled if he were the holder of the share, except that he shall not, before being registered as the holder of the share, be entitled in respect of it to attend or vote at any meeting of the Company or at any separate meeting of the holders of any class of shares in the Company.

GENERAL MEETINGS

- 41 All general meetings of members other than annual general meetings shall be called extraordinary general meetings.

- 42 The Directors may convene general meetings and, on the requisition of members pursuant to the Act, shall forthwith proceed to convene an extraordinary general meeting on a date not later than eight weeks after receipt of the requisition. If there are not within the United Kingdom sufficient Directors to convene a general meeting, any Director or any member of the Company may convene a general meeting.

NOTICE OF GENERAL MEETINGS

- 43 An annual general meeting and an extraordinary general meeting of the members convened for the passing of a special resolution or a resolution to remove or appoint a person as a Director shall be called by at least twenty-one clear days' notice. All other extraordinary general meetings shall be called by at least fourteen days' notice but a general meeting may be called by shorter notice if it is so agreed by 75% of the members.

- (a) in the case of an annual general meeting, by 75% of the members entitled to attend and vote thereat; and
- (b) in the case of any other general meeting by a majority in number of the members having a right to attend and vote being a majority together holding not less than seventy five per cent in the value of the issued shares giving that right.

The notice herein shall specify the time and place of the meeting and the general nature of the business to be transacted and, in the case of an annual general meeting, shall specify the meeting as such. In every notice convening a general meeting, there shall appear with reasonable prominence a statement that a member entitled to attend and vote is entitled to appoint a proxy to attend, and on a poll, vote instead of him and that such proxy need not also be a member.

Subject to the Articles and to any restrictions imposed on any shares, the notice herein shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy or winding-up/liquidation of a member, the Directors and the auditors of the Company.

- 44 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a general meeting by, any person entitled to receive notice shall not invalidate the proceedings at that general meeting.

PROCEEDINGS AT GENERAL MEETINGS

- 45 No business shall be transacted at any general meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
- 46 If such a quorum is not present within half an hour from the time appointed for the general meeting, or if during the meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or at such time and place as the Directors may determine.
- 47 The Chairman, if any, of the board of Directors or in his absence some other Director nominated by the Directors shall preside as chairman of the meeting, but if neither the Chairman nor such other Director (if any) shall be present within fifteen minutes after the time appointed for holding the meeting and willing to act, the Directors present shall elect one of their number to be Chairman and, if there is only one Director present and willing to act, he shall be Chairman.
- 48 If no Director is willing to act as Chairman, or if no Director is present within fifteen minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of their number to be Chairman.

- 49 A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares in the Company.
- 50 The Chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days' notice shall be given specifying the time and place of the adjourned meeting and the general nature of the business to be transacted. Otherwise it shall not be necessary to give any such notice for any adjourned meeting.
- 51 Unless a poll is duly demanded a declaration by the Chairman that a resolution has been carried or carries unanimously, or by a particular majority, or lost, or not carried by a particular majority, an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- 52 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.
- 53 Anything which may be done by resolution of the Company in general meeting or by resolution of a meeting of any class of members of the company may be done, without a meeting and without any previous notice being required, by resolution in writing signed by or on behalf of all the members of the Company who at the date of the resolution would be entitled to attend and vote at such meeting in accordance with the provisions of the Act.

VOTES OF MEMBERS

- 54 Subject to these Articles, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised corporate representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for every voting share of which he is the holder.
- 54 In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 55 A member in respect of whom an order has been made by any court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder may vote, whether on a show of hands or on a poll, by his receiver, or other person authorised in that behalf appointed by that court, and any such receiver, or other person may, on a poll, vote by proxy. Evidence to the satisfaction of the Directors of the authority of the person claiming to exercise the right to vote shall be deposited at the Office, or at such other place as is specified in accordance with the Articles for the deposit of instruments of proxy, not less than 48 hours before the time appointed for holding the meeting or adjourned meeting at which the right to vote is to be exercised and in default the right to vote shall not be exercisable.
- 56 No member shall vote at any general meeting or at any separate meeting of the holders of any class of shares in the Company, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
- 57 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting

shall be valid. Any objection made in due time shall be referred to the Chairman at the meeting whose decision shall be final and conclusive.

58 On a poll, votes may be given either personally or by proxy. A member may appoint more than one proxy to attend on the same occasion.

59 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor and shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

" Fresh Minds Limited

I/We, , of , being a member/members of the above-named company, hereby appoint of or failing him of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19 , and at any adjournment thereof. Signed on 19 ."

60 Where it is desired to afford members an opportunity of instructing the proxy how he shall act, the instrument appointing a proxy shall be in the following form (or in a form as near thereto as circumstances allow or in any other form which is usual or which the Directors may approve):

" Fresh Minds Limited

I/We, , of , being a member/members of the being a member/members of the above-named company, hereby appoint of or failing him of , as my/our proxy to vote in my/our name[s] and on my/our behalf at the annual/extraordinary general meeting of the Company to be held on 19 , and at any adjournment thereof.

Signed on 19 ."

This form is to be used in respect of the resolutions mentioned below as follows:

Resolution No 1 for/against
Resolution No 2 for/against

* Strike out whichever is not desired.

Unless otherwise instructed, the proxy may vote as he thinks fit or abstain from voting.

Signed this day of 19 ."

61 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:

(a) 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 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. Proxies may also be deposited at the Office at any time before the time of the meeting for which they are to be used unless otherwise specified in the notice convening such meeting; or

(b) in the case of a poll taken more than 48 hours after it is demanded, be deposited as aforesaid after the poll has been demanded and not less than 24 hours before the time appointed for the taking of the poll; or

- (c) where the poll is not taken forthwith but is taken not more than 48 hours after it was demanded, be delivered at the meeting at which the poll was demanded to the Chairman or to the Secretary or to any Director; and an instrument of proxy which is not deposited or delivered in a manner so permitted shall be invalid.

62 A vote given or poll demanded by proxy or by the duly authorised corporate representative of a corporation shall be valid notwithstanding the previous termination of the authority of the person voting or demanding a poll unless notice of the termination was received by the Company at the Office or at such other place at which the instrument of proxy was duly deposited before commencement of the meeting or adjourned meeting at which the vote is given or the poll demanded or (in the case of a poll taken otherwise than on the same day as the meeting or adjourned meeting) the time appointed for taking the poll.

63 An instrument appointing a proxy shall be in writing, executed by or on behalf of the appointor.

DIRECTORS

64 Subject as hereinafter provided, the number of Directors shall not be less than two nor more than [six] in number, provided that the Company may by resolution passed by 75% of the members vary the minimum and/or the maximum number of Directors. If there be no Director or Directors able or willing so to act then any two members may summon a general meeting for the purpose of appointing a Director or Directors.

65 The Directors may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of Chairman and Secretary) on such terms and for such periods as they may (subject to the provisions of the Act) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time terminate any such appointment.

ALTERNATE DIRECTORS

66 Any Director (other than an alternative Director) may appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him.

67 An alternate Director shall be entitled to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, to attend and vote at any such meeting at which the Director appointing him is not personally present, and generally to perform all the functions of his appointor as a Director in his absence but shall not be entitled to receive any remuneration from the Company for his services as an alternate. . An alternate shall be counted in the quorum but a Director who is also an alternate for another Director shall not alone satisfy the quorum requirement.

68 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director.

69 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

70 Save as otherwise provided in the Articles, an alternate Director shall be deemed for all purposes to be a Director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him.

POWERS OF DIRECTORS

- 71 Subject to the Act, the Memorandum and the Articles and to any directions given by the members, the business of the Company shall be managed by the Directors who shall exercise all the powers of the Company. No alteration of the Memorandum or Articles and no such direction shall invalidate any prior act of the Directors which would have been valid if those alterations had not been made or that direction had not been given. The powers given by this regulation shall not be limited by any special power given to the Directors by the Articles and a meeting of Directors at which a quorum is present may exercise all powers exercisable by the Directors.
- 72 The Directors may, by power of attorney or otherwise, appoint any person to be the agent of the Company for such purposes and on such conditions as they determine, including authority for the agent to delegate all or any of his powers.
- 73 Subject to Article 9, the Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being or not, and to mortgage or charge its undertaking, property and uncalled capital or any part thereof, and to issue debentures, debenture stock or any other security whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DIRECTORS' APPOINTMENT AND INTERESTS

- 74 The Company may by a resolution passed at any general meeting appoint a Director provided however that such a resolution is passed by only all those members who do not hold the office of Director.
- 75 Neither a director nor an alternate director shall require a share qualification but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the members.
- 76 Subject to the provisions of the Act, and provided that he has disclosed to his fellow directors the nature and extent of any material interest of his, a director notwithstanding his office :
- (a) may be a party to, or otherwise interested in any transaction or arrangement with the Company or in which the Company is otherwise interested;
 - (b) may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - (c) shall not, by reason of his office, be accountable to the Company for any benefit which he derives from such office or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit.
- 77 For the purposes of this Article:-
- (a) a general notice given to the Directors that a Director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified; and
 - (b) an interest of which a Director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his.
- 78 Save as herein provided, a Director shall not vote in respect of any contract, arrangement, transaction or any other proposal whatsoever in which he has any material interest otherwise than by virtue of his interests in shares or debentures or other securities of or otherwise in or through

the Company, unless the Company in general meeting shall pass a special resolution authorising the Directors to vote in respect of a specific matter in which a Director has or Directors have an interest in, as aforesaid. Save as aforesaid, a Director shall not be counted in the quorum at a meeting in relation to any resolution on which he is debarred from voting.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

79 The office of a Director shall be vacated if:

- (a) he ceases to be a Director by virtue of any provision of the Act or he becomes prohibited by law or these Articles from being a Director; or
- (b) if he is unable to pay a debt which is payable immediately or to have no reasonable prospect of paying a debt which is not immediately payable in either case within the meanings given to such expressions in section 268 of the Insolvency Act 1986; or
- (c) if he is subject to an interim order under section 252 of the Insolvency Act 1986 or enters into a voluntary arrangement within the meaning given in section 253 of that Act; or
- (d) if he is prohibited from being or is disqualified as a director by an order made under any provision of the Insolvency Act 1986 or the Company Disqualification Act 1986; or
- (e) he is, or may be, suffering from mental disorder and either:
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960; or
 - (ii) an order is made by a Court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- (f) he resigns his office by notice to the Company; or
- (g) The Company may by a Resolution approved of by 75% of the members and of which special notice has been given in accordance with the Act remove any Director before the expiration of his period of office.

80 The office of Director shall not be subject to retirement by rotation and shall continue for such time as the Company shall determine.

REMUNERATION OF DIRECTORS

81 The Directors shall be entitled to such remuneration as the Company may by a resolution passed by 75% of the members approve and, unless such resolution provides otherwise, the remuneration shall be deemed to accrue from day to day.

DIRECTORS' EXPENSES

82 The Directors may be paid all travelling, hotel and other expenses properly incurred by them in connection with their attendance at meetings of Directors or committees of Directors or general meetings or separate meetings of the holders of any class of shares or of debentures of the Company or otherwise in connection with the discharge of their duties.

PROCEEDINGS OF DIRECTORS AND COMMITTEES

- 83 The Directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined by the Directors, two Directors shall constitute a quorum. Decisions arising at any meeting shall be determined by majority.
- 84 The Chairman shall preside as chairman of all meetings and proceedings of the Board of Directors. His appointment shall continue until such time as the Board determines the appointment.
- 85 A meeting of the Directors may consist of a conference between directors some or all of whom are in different places provided that each director who participates is able:
- (a) to hear each other participating directors addressing the meeting ; and
 - (b) if he so wishes, to address each of the other participating directors simultaneously,

whether directly, by conference telephone or by any other form of communications equipment or by a combination of such methods. A quorum shall be deemed to be present if those conditions are satisfied in respect of at least the number and designation of directors required to form a quorum. A meeting held in this way shall be deemed to take place at the place where the largest group of directors is assembled or, if no such group is readily identifiable, at the place from where the Chairman of the meeting participates. Any director may, by prior notice to the Secretary, indicate that he wishes to participate in the meeting in such manner, in which event, the Directors shall procure that an appropriate conference facility is arranged.

- 86 All acts done by the Directors shall, notwithstanding that it be afterwards discovered that there was a defect in the appointment of any Director or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a Director and had been entitled to vote.

DIRECTORS APPROVING RESOLUTIONS

- 87 A resolution in writing signed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity.

SECRETARY

- 88 Subject to the provisions of the Act, the Secretary shall be appointed by the Directors for such term, at such remuneration and upon such conditions as they may think fit and any Secretary so appointed may be removed by them.

MINUTES

- 89 The Directors shall cause minutes to be made in books kept for the purpose:-
- (a) of all appointments of officers made by the Directors; and
 - (b) of all proceedings at meetings of the Company, of the holders of any class of shares in the company, and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.

SEALING DOCUMENTS

- 90 Documents to be executed as a Deed shall be countersigned by a Director and the Secretary or two Directors of the Company. The Company shall not have a company seal.

DIVIDENDS

- 91 Subject to the provisions of the Act, the Company may by a resolution passed by 75% of the members declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the Directors.
- 92 Subject to the provisions of the Act, the Directors may declare and pay interim dividends if it appears to them that they are justified by the profits of the Company available for distribution. If the share capital is divided into different classes, the Directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The Directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment. The Directors shall act in good faith that they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.
- 93 Except as otherwise provided by the rights attached to shares, all dividends shall be declared and paid according to the amounts paid upon the shares on which the dividend is paid. All dividends shall be apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid; but, if any share is issued on terms providing that it shall rank for dividend as from a particular date, that share shall rank for dividend accordingly.
- 94 A general meeting declaring a dividend may, upon the recommendation of the Directors, direct that it shall be satisfied wholly or partly by the distribution of assets and, where any difficulty arises in regard to the distribution, the Directors may settle the same and in particular may issue fractional certificates and fix the value for distribution of any assets and may determine that cash shall be paid to any member upon the footing of the value so fixed in order to adjust the rights of members and may vest any assets in trustees.
- 95 Any dividend or other monies payable in respect of a share may be paid by cheque sent by post to the registered address of the person entitled or, if two or more persons are the holders of the share or are jointly entitled to it by reason of the death or bankruptcy of the holder, to the registered address of that one of those persons who is first named in the register of members or to such person and to such address as the person or persons entitled may in writing direct. Every cheque shall be made payable to the order of the person or persons entitled or to such other person as the person or persons entitled may in writing direct and payment of the cheque shall be a good discharge to the Company. Any joint holder or other person jointly entitled to a share as aforesaid may give receipts for any dividend or other monies payable in respect of the share.
- 96 No dividend or other monies payable in respect of a share shall bear interest against the Company unless otherwise provided by the rights attached to the share.
- 97 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the Directors so resolve, be forfeited and cease to remain owing by the Company.

ACCOUNTS

- 98 All members shall have the right to inspect any accounting records or other books or documents of the Company subject to prior written reasonable notice to the Secretary.

NOTICES

- 99 Any notice to be given to or by any person pursuant to the Articles shall be in writing except that a notice convening a meeting of the Directors need not be in writing and may be by telephone.
- 100 The Company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address or by leaving it at that address. A member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

WINDING UP

- 101 If the Company is wound up, the liquidator may, with the sanction of an extraordinary resolution of the Company and any other sanction required by the Act, divide among the members in specie the whole or any part of the assets of the Company and may, for that purpose, value any assets and determine how the division shall be carried out as between the members or different classes of members. The liquidator may, with the like sanction, vest the whole or any part of the assets in trustees upon such trusts for the benefit of the members as he with the like sanction determines, but no member shall be compelled to accept any assets upon which there is a liability.

INDEMNITY

- 102 Subject to the Act, but without prejudice to any indemnity to which a Director may otherwise be entitled, every Director or other officer or auditor of the Company shall be indemnified out of the funds or assets of the Company against 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 the Court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.