

4211637

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

CAMMELL LAIRD (SHIPREPAIRERS & SHIPBUILDERS) LIMITED

MONDAY



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17/11/2008

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- I The name of the Company is Cammell Laird (Shiprepairers & Shipbuilders) Limited.
- II The Registered Office of the Company will be situate in England.
- III The objects for which the Company is established are all or any of the following:
- (1) To carry on business as a general commercial company
 - (2) To carry on either itself or through or on behalf of any person company partnership firm or business organisation for profit, directly or indirectly, whether by itself or through subsidiary, associated or allied companies or firms in the United Kingdom or elsewhere in all or any of its branches any business, undertaking, project or enterprise of any description whether of a private or public character and all or any trades, processes and activities connected therewith or ancillary or complementary thereto.
 - (3) To carry on any other business which may be conveniently carried on in connection with any of the Company's objects or may be calculated directly or indirectly to enhance the value of or render profitable any of the Company's properties assets rights or interests or such as may be similarly carried on in connection with or calculated to enhance the value of any of the activities assets rights or interest of any of the companies or other organisations referred to in the immediately preceding clause and to carry on the business of managing the investments or other assets belonging to other companies organisations or individuals.
 - (4) To acquire by purchase or otherwise and undertake for cash or shares or otherwise and carry on all or any part of the business goodwill or property of any company firm or person carrying on any business which the Company is authorised to carry on or possessed of property or assts suitable for the purpose of the Company and as part of the consideration for such acquisition to undertake all or any of the liabilities of such company firm or person.
 - (5) To purchase feu lease exchange or otherwise acquire any heritable or real property rights or privileges whether or not for the purposes of the business of the Company and whether within or outwith the United Kingdom and to construct maintain extend and alter any buildings roadways railways bridges and other works and plant of every kind or description necessary or convenient for said business
 - (6) To acquire by purchase licence or otherwise to apply for and obtain and to exercise and use or to grant licences to others to exercise and use in any part of the world concessions patents rights copyrights registered designs unregistered designs trade marks protection or the like of any kind or description likely to benefit the company in its business and to disclaim alter or modify the same.

- (7) To promote acquire an interest in amalgamate with or enter into any partnership or arrangement for sharing profits union of interest co-operation joint adventure limiting competition or mutual assistance with any company firm or person whose objects are within the objects of the Company and to give or accept by way of consideration for any of the acts or things aforesaid or for any property acquiring any shares debentures or securities that may be agreed upon and thereafter carry on the business carried on by it or him.
- (8) To pay for any property or rights acquired by the Company in cash by instalments or in shares of the Company with or without special rights as to dividend or repayment of capital or by means of any security which the Company has power to issue or partly in one mode and partly in another and generally on such terms and in such currencies as may be agreed upon and to pay all or any of the costs of forming the Company
- (9) To borrow or raise and secure the payment of money in any way and in particular by standard security or by the issue of debentures or debenture stock perpetual or otherwise charged upon all or any of the Company's property including its uncalled capital and to purchase redeem or pay off any such securities and to accept deposits whether at interest for security or otherwise to grant Guarantees for the indebtedness or obligations of any person company partnership firm or business organisation and to secure the performance thereof by a charge or lien upon the whole or any part of the Company's assets including uncalled capital or in any other manner of way as the Company shall think fit
- (10) To draw make accept endorse discount negotiate execute and issue promissory notes bills of exchange bills of lading warrants and other negotiable or transferable instruments or documents of title
- (11) To invest and deal with the monies of the Company not immediately required upon such securities and in such manner as may from time to time be determined including the underwriting of issues of securities and to subscribe underwrite purchase or otherwise acquire hold and dispose of shares stock securities and evidence of indebtedness or of the right to participate in profits or assets or other similar documents or rights of issue granted by any government authority corporation or body or by any company or body of persons and any options or rights in respect thereof.
- (12) To lend money and to make advances with or without security to any company firm or person and in particular to lend and advance money to companies firms or persons owning or engaging in any business similar to that of the Company or to customers and others having dealings with the Company and to secure the payment of any sums of money by any company firm or person in such manner as the Company may think fit and by way of such security to execute guarantees and to assign dispose convey or charge the whole or any part of the Company's property or undertaking present or future including uncalled capital as also to grant guarantees for the indebtedness or obligations of any company firm or person and to secure the performance thereof by a charge or lien upon the whole or any part of the Company's assets including uncalled capital or in any other manner of way as the Company shall think fit
- (13) To support and subscribe to any charitable or public object or any institution society or club which may be for the benefit of the Company or its employees or may be connected with any town or place where the Company carries on business and to give pensions gratuities or charitable aid to any person or persons (including directors and former directors) who may have served the Company or to the wives children or other relatives of such persons and to form and contribute to provident and benefit funds for the benefit of any such persons or their foresaids and to effect share option or share incentive schemes for the Company's employees.
- (14) To promote or concur in establishing or promoting any other company for the purpose of acquiring all or any part of the business or property or rights of the Company and undertaking all

or any of its liabilities or of undertaking any business or operations which may appear likely to benefit the Company or to enhance the value of the business or any property of the Company and to place or guarantee the placing of underwrite subscribe for or otherwise acquire all or any part of the shares or securities of any such company

- (15) To sell or otherwise dispose of the business property rights and assets of the Company or any branch or part thereof including (without prejudice to the generality of the foregoing) any heritable property of the Company, including the granting of any leases, for such consideration payable in cash or in the share stock debenture or securities of any other company as may be deemed proper and to distribute the price howsoever paid or satisfied among the members in or toward satisfaction of their interests in the assets of the Company
- (16) To distribute any of the property of the Company among the members in specie but so that no distribution amounting to a reduction of capital shall be made without such sanction as may be required by law.
- (17) To buy or acquire the business property or undertaking of any other company or partnership or sole trader carrying on any business which the Company may legally carry on and to pay for such business property or undertaking or for any other property or rights acquired by the Company either in cash debenture stock or debentures of the Company or shares with or without preferred or deferred rights in respect of dividend or repayment of principal or otherwise or by any securities which the Company has power to issue or partly on one mode and partly in another and generally on such terms as the Directors may approve and to carry on such business property or undertaking
- (18) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place any shares in the Company's capital or any debentures debenture stock or other securities of the Company or in or about the formation or promotion of the Company or the conduct of its business
- (19) To enter into any trade or other combinations or agreements with any other persons firms or companies and to subscribe to any trade or other association
- (20) To adopt such means of making known the activities and products of the Company as may seem expedient and in particular by advertising in the press on television or otherwise by circulars and by purchase and exhibition of works of art or interest by publication of books and periodicals and by granting prizes rewards and donations
- (21) To do all or any of the above things in any part of the world as principals agents contractors trustees or otherwise and by or through agents or trustees or otherwise and either alone or in conjunction with others to propose or oppose any bills schemes or plans public or private and to do all such other things as are incidental or conducive to the attainment of the objects of the Company or any of them

DECLARING that the word "company" in this Clause except where used in reference to the Company shall be deemed to include any partnership or other body of persons whether incorporated or unincorporated in the United Kingdom or elsewhere and that the objects specified in each paragraph of this Clause shall be deemed separate objects and shall (except where otherwise expressed in such paragraph) be in no ways limited or restricted by reference to or inference from the terms of any other paragraph the order of the paragraphs or the name of the Company

- IV The liability of the members is limited
- V The Share Capital of the Company is £10,000 divided into 10,000 Shares of £1 each and the Company


- Page 4 -

shall have power to split or otherwise vary the shares and to create different classes thereof and to determine the rights pertaining to such classes

I, the person whose name and address is subscribed being desirous of forming a company in pursuance of this Memorandum of Association agree to take the number of shares in the Capital of the Company set opposite my name

Name, Address and
Description of Subscriber

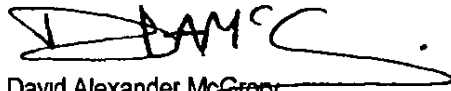
Number of Shares taken
by the Subscriber


Alison Thomson Green
Thomson House
Pitreavie Court
Pitreavie Business Park
DUNFERMLINE
Fife
KY11 8UU

1

Solicitor

DATED this 2 May 2001
Name, address and description of witness to the above signature -


David Alexander McGroarty
Thomson House
Pitreavie Court
Pitreavie Business Park
DUNFERMLINE
Fife
KY11 8UU

Solicitor

Company number. 04211637

CAMMELL LAIRD SHIPREPAIRERS & SHIPBUILDERS
LIMITED

ARTICLES OF ASSOCIATION

adopted on 23 July 2008

Halliwells

THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
- of -

CAMMELL LAIRD (SHIPREPAIRERS & SHIPBUILDERS) LIMITED ("Company")

1 PRELIMINARY

The regulations contained in Table A in the schedule to the Companies (Table A to F) Regulations 1985 (as amended by the Companies (Tables A to F) (Amendment) Regulations 1985) shall, except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the company to the exclusion of all other regulations or articles of associations including without limitation the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1948. References herein to regulations are to regulations in the said Table A.

2 PRIVATE COMPANY

The Company is a private company and accordingly the Company shall not:

- 2.1 offer to the public (whether for cash or otherwise) any shares in or debentures of the Company; or
- 2.2 allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

3 INTERPRETATION

- 3.1 In the first line of regulation 1 after the word "regulations" the words "and in any articles adopting in whole or in part the same" shall be inserted.

3 2 In these Articles unless the context otherwise requires the following expressions have the following meanings

"A Director" means the directors appointed by the holder(s) of the "A" Ordinary Shares pursuant to article 14 1,

"A Ordinary Shares" means the "A" Ordinary Shares of ~~£1~~1p each in the share capital of the Company from time to time;

"A Shareholder(s)" means the holder(s) of the "A" Ordinary Shares from time to time,

"A&P" means A&P Dry Docks Limited or any other company within the A&P Group,

"A&P Group" means A&P Group Limited, A & P Dry Docks Limited, any holding company of such companies, any subsidiary of such companies and any subsidiary of any such holding companies,

"Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

"Articles" means articles of association of the Company,

"B Director" means the director appointed by the holder(s) of the "B" Ordinary Shares pursuant to article 14 2,

"B Ordinary Shares" means the "B" Ordinary Shares of ~~£1~~1p each in the share capital of the Company from time to time,

"B Shareholder(s)" means the holder(s) of the "B" Ordinary Shares from time to time,

"Deemed Sale Notice" has the meaning attributed thereto in article 16 3,

"Deemed Transfer Notice" means a transfer notice deemed to be given under any provision of these Articles,

"Determination Date" has the meaning attributed thereto in article 9 5,

"Directors" means the "A" Directors and the "B" Directors of the Company for the time being;

"Equity Shares" means all of those shares for the time being comprising the issued equity share capital of the Company;

"Expert" has the meaning attributed thereto in article 9 4,

"Offer" has the meaning attributed thereto in article 16 1,

"Offeror" has the meaning attributed thereto in article 16 1,

"Ordinary Shares" means the "A" Ordinary Shares and the "B" Ordinary Shares in the share capital of the Company from time to time,

"Paid Up" means, in relation to a share, that such share is paid up or credited as paid up,

"Proposing Seller" has the meaning attributed thereto in article 16 3,

"Purchaser" or **"Purchasers"** has the meaning attributed thereto in article 9 11,

"Proposing Transferor" has the meaning attributed thereto in article 9 1,

"Relevant Event" has the meaning attributed thereto in article 9 14;

"Sale Price" has the meaning attributed thereto in article 16 4,

"Sale Shares" has the meaning attributed thereto in article 16.3,

"Share" means a share in the capital of the Company of whatever class;

~~**"Special Director"** has the meaning attributed thereto in article 14 7;~~

"Transfer" shall be deemed to include references to

- (a) a direction (whether by way of renunciation, nomination or otherwise) by a member entitled to an allotment of shares, and
- (b) a sale or other disposition of any beneficial interest in a share (whether for consideration or otherwise) by any person whether effected by instrument in writing or otherwise

and cognate words and expressions shall be construed accordingly,

"**Total Transfer Condition**" has the meaning attributed thereto in article 9 1,

"**Transfer Notice**" has the meaning attributed thereto in article 9 1,

"**Transfer Price**" has the meaning attributed thereto in article 9.3;

"**Transfer Shares**" has the meaning attributed thereto in article 9 1 1,

"**Unsold Shares**" has the meaning attributed thereto in article 9 14 3,

3 2 1 words or expressions the definitions of which are contained or referred to in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification or amendment thereof not in force on the date of adoption of these Articles;

3 2 2 words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa, and words importing persons shall include bodies corporate, unincorporated associations and partnerships,

3 2.3 references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs in the article or references to sub-paragraphs of the paragraph in which the reference appears;

3 2.4 any question whether a person is connected with another person shall be determined by applying the provisions of section 839 of the Income and Corporation Taxes Act 1988,

3 2 5 any question whether a person has an interest in any share shall be determined in accordance with the provisions of part I of schedule 13 to the Act,

3 2 6 clause headings are for ease of reference only and do not affect the construction or interpretation of these Articles, and

3 2 7 references to writing shall include typewriting, printing, lithography, photography and facsimile messages and other modes of reproducing words in a legible and non-transitory form

3 3 A special or extraordinary resolution shall be effective for any purpose for which an ordinary resolution is expressed to be required under any provision of the regulations or these Articles

4. SHARE CAPITAL

The share capital of the Company at the date of the adoption of these Articles is £333 34 divided into 16,667 "A" Ordinary Shares of 1p each and 16,667 "B" Ordinary Shares of 1p each. The "A" Ordinary Shares and the "B" Ordinary Shares shall carry the respective rights to appoint and remove Directors as hereinafter provided, but in all other respects shall rank *pari passu* in all respects.

5. FURTHER ISSUES OF SHARES

5 1 All new shares or unissued shares which are proposed to be allotted by the board of Directors, shall only be offered to the existing members for allotment and issue in accordance with the following provisions

5 1 1 on each occasion the "A" Ordinary Shares and the "B" Ordinary Shares shall be offered to the members in the same proportion (as nearly as may be) to the proportions that the then existing issued "A" Ordinary Shares and "B" Ordinary Shares bear to each other,

5.1.2 on each occasion the "A" Ordinary Shares shall first be offered to the "A" Shareholders and the "B" Ordinary Shares shall first be offered to the "B" Shareholders,

5 1.3 as between members holding shares of the same class the shares of that class shall be offered amongst such members in the same proportion (as nearly as may be) to their existing holdings of shares of that class

5 2 Any offer made in accordance with clause 5 1 shall be made by notice in writing specifying the number of shares offered and limiting the time (not being more than fourteen days) within which the offer if not accepted will be deemed to have been declined

5 3 If an "A" Shareholder does not claim his proportion of the "A" Ordinary Shares offered to him any such unclaimed shares shall be offered to the other "A" Ordinary Shareholders on a basis determined by the Directors and thereafter if any "A" Ordinary Shares remain unclaimed, the unclaimed "A" Ordinary Shares shall be offered to the "B" Shareholders in the same proportion (as nearly as may be) to the "B" Ordinary Shares held by them

5 4 If a "B" Shareholder does not claim his proportion of the "B" Ordinary Shares offered to him any such unclaimed shares shall be offered to the other "B" Ordinary Shareholders on a basis determined by the Directors and thereafter if any "B" Ordinary Shares remain unclaimed, the unclaimed "B" Ordinary Shares shall be offered to the "A" Shareholders in the same proportion (as nearly as may be) to the "A" Ordinary Shares held by them

6. LIEN

The lien conferred by regulation 8 shall attach also to fully paid up shares and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders for all moneys presently payable by him or his estate to the Company Regulation 8 shall be modified accordingly

7. TRANSFER OF SHARES

7 1 The Directors shall refuse to register the transfer of any share unless such transfer is permitted by, or is made pursuant to and in accordance with article 8 or article 9 The Directors shall also refuse to register the transfer of any share which is prohibited under article 10

7 2 Subject to paragraphs 7 3 and 7 6 the Directors shall not be entitled to decline to register the transfer of any share which is permitted by, or is made pursuant to and in accordance with article 8 or article 9

7 3 For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these Articles the Directors may require 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 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

7 4 If a member or other person entitled to transfer a share at any time attempts to deal with or dispose of the share or any interest therein otherwise than in accordance with the provisions of article 8 or article 9 he shall be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such share

7 5 Where a Transfer Notice in respect of any share is deemed to have been given under any provision of these Articles and the circumstances are such that the Directors are unaware of the facts giving rise to the same such Transfer Notice shall be deemed to have been received by the Directors on the date on which the Directors receive actual notice of such facts and the provisions of article 9 shall apply accordingly

7 6 The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted under these Articles if it is a transfer

7 6.1 of a share on which the Company has a lien,

7 6 2 of a share (whether a fully, partly or nil paid share) to a person of whom they shall not approve

The first sentence of regulation 24 shall not apply

8. PERMITTED TRANSFERS

Subject always to articles 7 and 9 15

8 1 any share may be transferred

8 1 1 by a member to his father or mother or to any lineal descendant of his father or mother or to his spouse (any of such persons being hereinafter referred to as a "privileged relation"),

8 1 2 by a member to the trustees of any settlement whether created *inter vivos* or by will which is permitted by the Directors or under which no person other than the transferor or any privileged relation of his specified in

sub-paragraph 8 1 1 above is entitled to a beneficial interest (any such settlement being hereinafter referred to as a "family settlement"),

8 1 3 by trustees of any family settlement specified in sub-paragraph 8 1 2 above to new trustees or to beneficiaries under the family settlement,

8 1 4 by a member to the beneficial owner of the Shares,

8 1 5 by a member to another member holding shares of the same class unless the transferee is a member of the A&P Group,

8 1 6 by a member of the A&P Group to another member of the A&P Group on the basis that if a transferee or its successor transferee ceases to be a member of the A&P Group prior to such company leaving the A&P Group such company shall transfer back such Shares so originally transferred to a member of the A&P Group,

and the rights of pre-emption hereinafter conferred in these Articles shall not arise on the occasion of any such transfer

8 2 Any member (other than a member of the A&P Group) may at any time transfer all or any of his "A" Ordinary Shares to any person with the prior written consent of the holder(s) of a majority of the "B" Ordinary Shares.

8 3 Any member (other than a member of the A&P Group) may at any time transfer all or any of his "B" Ordinary Shares to any person with the prior written consent of the holder(s) of a majority of the "A" Ordinary Shares

8 4 A transfer of any share pursuant to this article shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share free from all liens, charges and other encumbrances.

9. PRE-EMPTION RIGHTS

9 1 Except as provided in article 8 or elsewhere in these Articles, before transferring or agreeing to transfer any share or any interest therein (including for this purpose the assignment of the beneficial interest in, or the creation of any charge or other security interest over, such share or the renunciation or assignment of any right to receive or subscribe for such share to any person other than a member holding shares of the

same class) the person proposing to transfer the same ("**Proposing Transferor**") shall be obliged to give notice in writing ("**Transfer Notice**") to the Directors that the Proposing Transferor desires to transfer some or all of the shares then held by him. In the Transfer Notice the Proposing Transferor shall specify

9.1.1 the number and class of shares which the Proposing Transferor wishes to transfer ("**Transfer Shares**"), and

9.1.2 if applicable, the identity of any person who has indicated a willingness to purchase the Transfer Shares and the price at which such person is willing to purchase the Transfer Shares

A Transfer Notice shall be deemed to contain a condition ("**Total Transfer Condition**") that unless all of the Transfer Shares are sold pursuant to the following provisions of this article none shall be so sold. The Transfer Notice shall constitute the Directors as the agents of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this article. Once given a Transfer Notice may not be revoked save with the prior written consent of all the other members.

9.2 Within seven days after the receipt of a Transfer Notice the Directors shall serve a copy of that Transfer Notice on all the members other than the Proposing Transferor. In the case of a Deemed Transfer Notice the Directors shall similarly serve notice on all the members (including the Proposing Transferor) notifying them that the same has been deemed to have been given.

9.3 Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price ("**Transfer Price**") determined in accordance with paragraph 9.4.

9.4 The Transfer Price shall be such price as shall be agreed in writing between all the members or in the absence of such agreement (whether by reason of disagreement, absence, death or otherwise) within 21 days after the service of notices pursuant to paragraph 9.2 the Transfer Price will be determined by an independent chartered accountant of not less than five years standing ("**Expert**") who shall be nominated by agreement between all the members or failing such nomination within 14 days after the request of any member to the others therefor nominated at the request of any

member by the President for the time being of the Institute of Chartered Accountants in England and Wales. The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on the members.

The Expert will certify the open market value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases:

- 9.4.1 valuing the Transfer Shares as on arm's length sale between a willing vendor and a willing purchaser,
- 9.4.2 if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so,
- 9.4.3 that the Transfer Shares are capable of being transferred without restriction, and
- 9.4.4 that no discount will be applied in respect of a minority interest.

and the Transfer Price shall be such open market value as is certified by the Expert.

If any difficulty shall arise in applying any of the foregoing assumptions or bases then such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.

The Company will use its reasonable endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested to do so.

- 9.5 If the determination of the Transfer Price is referred to the Expert the date of determination of the Transfer Price ("**Determination Date**") shall be the date upon which the Directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between all the members as aforesaid then the Determination Date shall be the date on which such agreement is made.

- 9.6 The costs and expenses of the Expert in determining the Transfer Price shall be borne as to one half by the Proposing Transferor and as to the other half by the person(s) purchasing the Transfer Shares save in the event there are no person(s) purchasing the Transfer Shares all the costs and expenses of the Expert in determining the Transfer Price shall be borne by the Proposing Transferor.

9 7 Within seven days after the Determination Date the Transfer Shares shall be offered for purchase at the Transfer Price by the Directors in the first instance to those member(s) who at the date of the offer are registered as the holders of shares of the same class as the Transfer Shares other than.

9 7.1 the Proposing Transferor,

9 7 2 any member to whom under article 10 shares may not be transferred; or

9 7 3 any member of the A&P Group who holds Equity Shares,

and, in the case of competition, shall be sold to the acceptor(s) in proportion (as nearly as may be without involving fractions or selling to any member a greater number of Transfer Shares than the maximum number applied for by him) to the number of shares then held by him/them respectively. If any of the Transfer Shares shall not be capable of being allocated as aforesaid without involving fractions, the same shall be offered amongst the acceptor(s) in such proportions or in such manner as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors shall think fit

9 8 Any offer made pursuant to paragraph 9 7 shall be made by notice in writing and shall specify

9 8 1 the number and class of the Transfer Shares,

9 8 2 the proportionate entitlement of the relevant member (on the assumption that there will be competition for the Transfer Shares),

9 8 3 the Transfer Price,

9 8 4 that the transfer notice is deemed to contain a Total Transfer Condition, and

9.8 5 a period (being not less than 28 days and not more than 49 days) within which the offer must be accepted or shall lapse

9.9 If by the foregoing procedure the Directors shall not receive acceptance(s) from member(s) holding shares of the same class as the Transfer Shares, in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to all the members, whereupon the Transfer Shares

shall be offered within seven days thereafter to all other member(s) of the Company who at the date of the offer are registered as the holders of shares of a class different from that of the Transfer Shares and any member of the A&P Group who holds Equity Shares and who will not have been offered participation pursuant to article 9 7 Any offer pursuant to this article shall except as otherwise provided herein be made in accordance with the provisions of articles 9 7 and 9 8 above

9 10

9 10 1 If by the foregoing procedures the Directors shall not receive acceptances from members in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to all the members, whereupon the holders of at least three quarters in nominal value of the Equity Shares (excluding the shares held by the Proposing Transferor) shall be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the Directors signed by each such holder or on his behalf and which may consist of several notices in the like form) any person or persons (whether or not a member) who has expressed his willingness in writing to purchase all or any of those Transfer Shares in respect of which acceptances have not been received at the Transfer Price as the purchaser(s) of all or some of such Transfer Shares (and the Directors shall be deemed to have made offers of such shares accordingly), Provided that if any such nominated purchaser shall fail to complete any such purchase in accordance with this article the members (other than those who did not sign the aforesaid notice(s)) shall be jointly and severally liable to complete such purchase in place of that nominated purchaser, and

9 10 2 No offer of Transfer Shares made by the Directors pursuant to this article shall be capable of acceptance until all of the Transfer Shares shall have been accepted If by the foregoing procedure the Directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s) they shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the members (or any person or persons nominated pursuant to sub-paragraph 9 10 1) pursuant to this article If such a notice

is served, then the Proposing Transferor may within a period of three months after the date of the Directors' said notice sell all (but not some only) of the Transfer Shares to any person at any price which is not less than the Transfer Price (after deducting, where appropriate, any net dividend or other distribution declared, paid or made after the date of the transfer notice in respect of the Transfer Shares and which has been or is to be retained by the Proposing Transferor)

9 11 If any member or members or person or persons nominated pursuant to paragraph 9 10 1 ("**Purchaser**" or "**Purchasers**") shall within the period(s) of the aforesaid offer(s) agree to purchase all of the Transfer Shares the Directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to the Purchaser(s) and thereupon the Proposing Transferor shall become bound upon payment of the Transfer Price to the Proposing Transferor (whose receipt shall be a good discharge to the Purchaser(s), the Company and the Directors therefor, none of whom shall be bound to see to the application thereof) to transfer to each Purchaser those Transfer Shares accepted by him Every such notice shall state the name and address of each Purchaser, the number of Transfer Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than 7 days nor more than 28 days after the date of the said notice and not being at a place outside England) Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the Directors

9 12 If a Proposing Transferor, having become bound to transfer any Transfer Shares pursuant to this article, makes default in transferring the same the Directors may authorise some person (who shall be deemed to be the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any moneys so held The receipt of the Company for such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the

transferee has been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person

9 13 Without prejudice to the generality of article 7 3, the Directors may require to be satisfied that any shares being transferred by the Proposing Transferor pursuant to paragraph 9 10 2 are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer and if not so satisfied may refuse to register the instrument of transfer

9 14

9 14 1 In this paragraph a "**Relevant Event**" means

9 14 1 1 in relation to a member being an individual such member becoming bankrupt,

9 14 1 2 in relation to a member being a corporate entity;

(a) a member being found to be insolvent or being unable to pay its debts as they fall due pursuant to section 123(1) of the Insolvency Act 1986 or a member making any arrangement or composition with his creditors generally,

(b) a receiver or administrative receiver being appointed over the whole or any substantial part of the undertaking or assets of a member or distress or other process is levied or enforced upon any of the assets rights or revenues of the member and any such action is not lifted or discharged within 14 days,

(c) any order being made by any competent court for the appointment of an administrator in relation to a member,

(d) a resolution being passed or an order by a competent court being made for the winding up or for the appointment of a liquidator to a

member (except for the purpose of a solvent amalgamation or reconstruction),

(e) a member ceasing or threatening to cease to carry on its business or a substantial part of its business, or

(f) a "change of control" as defined in section 840 of the Income and Corporation Taxes Act 1988 occurring

9.14 2 Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in the name of such member,

9 14 3 If the Relevant Event shall be the bankruptcy of a member and if the shares ("Unsold Shares") which are offered to the members pursuant to the Transfer Notice deemed to be given under sub-paragraph 9 14 2 shall not be sold to the members (or any of them) then, after the expiration of the period(s) during which the unsold shares might have been purchased by a member or members pursuant thereto, the person who has become entitled to the Unsold Shares in consequence of the bankruptcy of the member shall be entitled either

9 14 3 1 to sell the unsold shares to any person in the same manner and subject to the same conditions (*mutatis mutandis*) as a Proposing Transferor could under paragraph 9 10, or

9 14 3 2 to elect at any time to be registered himself as the holder of the unsold shares (but so that such election shall not give rise to any obligation to serve a Transfer Notice in respect of the unsold shares)

9 15 An obligation to transfer a share under the provisions of this article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance

9 16 The provisions of this article may be waived in whole or in part in any particular case with the prior written consent of all the members

10 PROHIBITED TRANSFERS

Notwithstanding anything else contained in these Articles no share shall be issued or transferred to any bankrupt or person of unsound mind

11. PROCEEDINGS AT GENERAL MEETINGS

11 1 Regulation 41 shall be read as if the words "and if at the adjourned meeting a quorum is not present within half an hour from the time appointed therefor, or if during the meeting a quorum ceases to be present, such adjourned meeting shall be dissolved" were added to the end thereof.

11 2 An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

11 3 The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll and on a motion to adjourn the meeting

11 4 A poll may be demanded by the Chairman or by at least two members present in person or by proxy and entitled to vote, and regulation 46 shall be modified accordingly

11.5 Any such resolution in writing as is referred to in regulation 53 may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative Regulation 53 shall be modified by adding the following sentence at the end

"If such a resolution in writing is described as a special resolution or as an extraordinary resolution or as an elective resolution, it shall have effect accordingly"

11 6 No business shall be transacted at any meeting of the members of the Company unless a quorum is present Save as specifically provided for in this article 11 6 a quorum shall be two persons entitled to vote upon the business to be transacted, of which one must be the holder of an "A" Ordinary Share or its proxy and one must be the holder of a "B" Ordinary Share or its proxy. In the event that at any duly convened meeting of the members of the Company the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place (or to such

other day, and at such other time and place as the Chairman may stipulate) If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall dissolve Regulation 40 shall not apply

- 11 7 A member of the Company which is a corporation may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company The person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member Unless the Directors otherwise decide, a copy of such authority certified notarially or in some other way approved by the Directors shall be left at or sent by post or facsimile transmission to the office or such other place within the United Kingdom as the Directors may determine before such representative is entitled to exercise any power on behalf of the corporation which he represents

12. VOTES OF MEMBERS

- 12 1 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 representative, not being himself a member entitled to vote, shall have one vote provided that
- 12 1 1 no shares of any class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of any class pursuant to articles 14 1 or 14 2 other than the shares of the class registered in the names of such holders, and
- 12 1 2 no resolution shall be validly passed at any general meeting of the Company unless the holders of the majority of the "A" Ordinary Shares and the holders of the majority of the "B" Ordinary Shares shall have voted in favour
- 12 2 Regulation 54 shall not apply
- 12 3 Regulation 57 shall be modified by including after the word "shall" the phrase "unless the Directors otherwise determine"

- 12 4 An instrument appointing a proxy shall be in writing in any form which is usual or in such other form which the Directors may approve, and shall be executed by or on behalf of the appointor
- 12 5 Regulation 62 shall be modified by deleting from paragraph (a) the words "deposited at" and by substituting instead the words "left at or sent by post or by facsimile transmission to", by substituting in paragraph (a) the words "one hour" instead of "48 hours" and by substituting in paragraph (b) the words "one hour" instead of "24 hours"
- 12 6 The Chairman shall not be entitled to a casting vote in addition to any other vote he may have and regulation 50 shall not apply

13. ALTERNATE DIRECTORS

- 13 1 Any director (other than an alternate director) may at any time appoint any person (including another director) to be an alternate director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected by leaving it at or sending it by post or facsimile transmission to the registered office of the Company or such other place as may be designated for the purpose by the Directors. The same person may be appointed as the alternate director of more than one director
- 13 2 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director
- 13 3 An alternate director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a director of the relevant class. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of Directors and meetings of committees of Directors. If an alternate director shall be himself a director or shall attend any such meeting as an alternate for more than one director his voting rights shall be cumulative, but he shall count as only one for the purpose of

determining whether a quorum is present. If his appointor is for the time being absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An alternate director shall not (save as aforesaid) have power to act as a director nor shall he be deemed to be a director for the purposes of these Articles.

13.4 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only 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.

13.5 Regulations 65 to 69 shall not apply.

14. APPOINTMENT AND RETIREMENT OF DIRECTORS

14.1 The holders of a majority of the "A" Ordinary Shares shall be entitled by notice in writing to the Company to appoint a maximum of three persons at any one time to be a director and by like notice to remove such a director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed.

14.2 The holders of a majority of the "B" Ordinary Shares shall be entitled by notice in writing to the Company to appoint a maximum of four persons at any one time to be a director and by like notice to remove such a director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed.

14.3 A notice of appointment or removal of a director pursuant to this article shall take effect upon lodgement at the registered office or on delivery to a meeting of the Directors or on delivery to the secretary.

14.4 Every director appointed pursuant to this article shall hold office until he is either removed in manner provided by this article or dies or vacates office pursuant to regulation 81 (as modified by article 15).

14 5 Unless and until the Company in general meeting shall otherwise determine the maximum number of Directors shall be three "A" Directors, and four "B" Directors ~~and one Special Director~~ The minimum number of Directors shall be two, consisting of one "A" Director and one "B" Director Regulation 64 shall not apply to the Company Regulation 89 shall not apply

14 6 The Directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded

~~14 7 One director may be appointed by A&P ("Special Director") subject to the provisions of and in accordance with the provisions of a shareholders agreement entered into on 27 May 2005~~

~~14.8~~14.7 No Director shall be appointed otherwise than as provided in these Articles Regulations 76 to 80 shall not apply.

15. DISQUALIFICATION AND REMOVAL OF DIRECTORS

Regulation 81 shall be modified by deleting paragraph (e) thereof The office of a Director shall also be vacated if he shall be removed from office as herein before provided

16. TAKE-OVER OFFER

16 1 The provisions of this article shall apply if the Directors have received a bona fide offer which has been made by a person who is not connected with any member of the Company ("Offeror") and is an offer to purchase all of the issued shares in the capital of the Company, the terms of which have been negotiated on an arm's length basis by the Directors on behalf of and in the interests of the members of the Company ("Offer") .

16 2 Within ten days after the receipt of the Offer, the Directors shall give full details of the terms thereof to all of the members of the Company and shall endeavour to ascertain as soon as possible thereafter

16 2 1 in relation to each of the members, whether or not he wishes to accept the terms of the Offer in relation to the shares in the Company held by him, and

16.2 2 whether the terms of the Offer are acceptable to the holders of 75 per cent or more in nominal value of the issued shares comprising the issued equity share capital of the Company and whether such holders wish to accept the Offer in relation to the shares held by them.

For the purposes of ascertaining the wishes of the members of the Company, the Directors may call an extraordinary general meeting of the Company

16 3 If the holders of 75 per cent or more in nominal value of the issued shares comprising the issued equity share capital of the Company shall have expressed in writing their acceptance of the terms of the Offer and that they wish to accept the Offer in relation to all of the shares held by them the Directors shall inform each of the members of the Company of this and every member of the Company shall then be obliged to sell the shares held by him to the Offeror and shall be deemed to have given a notice ("**Deemed Sale Notice**") to the Directors that he ("**Proposing Seller**") desires to transfer all of the shares in the Company then held by him ("**Sale Shares**") to the Offeror on the terms of the Offer and the following provisions of this article shall apply

16 4 A Sale Notice shall constitute the Directors as the agents of the Proposing Seller empowered to sell the Sale Shares (together with all rights attaching thereto at the date of the Offer or at any time thereafter) on the terms of the Offer and in particular at the price or prices provided for by the Offer ("**Sale Price**").

16 5 A Proposing Seller shall become bound forthwith upon payment of the Sale Price to him (his receipt shall be a good discharge to the Offeror and the Directors therefor, none of whom shall be bound to see the application thereof) to deliver to the Offeror or (if required by the Directors) to the Directors on the Offeror's behalf, a share transfer of the Sale Shares duly executed by the Proposing Seller in favour of the Offeror (or such other person or persons as the Offeror shall require) and the relevant share certificate or share certificates relating to the Sale Shares. If a Proposing Seller, having become bound to transfer any Sale Shares pursuant to this article, makes default in transferring the same, the Directors may authorise some person (who shall be deemed to be the attorney of the Proposing Seller for the purpose) to execute the necessary instrument of transfer of such Sale Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee or transferees to be

registered as the holder or holders of such Sale Shares and the Company shall hold such purchase money on behalf of the Proposing Seller. The Company shall not be bound to earn or pay interest on any monies so held. The receipt of the Company for such purchase money shall be a good discharge to the transferee or transferees who shall not be bound to see the application thereof, and after the name of the transferee or transferees has or have been entered in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

16.6 If completion of the sale of all of the shares in the Company does not take place in accordance with the terms of the Offer then the Deemed Sale Notice shall be deemed never to have been given.

17. PENSIONS

The Directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including Directors and ex-Directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them. Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this article conferred upon the Directors notwithstanding that he is or may become interested therein. Regulation 87 shall not apply.

18. PROCEEDINGS OF DIRECTORS

18.1

18.1.1 save as specifically provided for in this article 18 the quorum for the transaction of the business of the Directors shall be two of whom one shall be an "A" Director and one a "B" Director, and

18.1.2 any committee of the Directors shall include at least one "A" Director and one "B" Director and the quorum for the transaction of the business of

any such committee shall be two of whom one shall be an "A" Director and one a "B" Director

In the event that at any duly convened meeting of the Directors or of any committee of the Directors the meeting is not so quorate, or if during the meeting such a quorum ceases to be present, the meeting shall be adjourned to the same day in the next week at the same time and place. If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall not proceed

18.2 Any director may participate in a meeting of the Directors by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting

18.3 The fourth sentence of regulation 88 shall not apply to the Company and all business arising at any meeting of the Directors or of any committee of the Directors shall be determined only by resolution passed by a majority of the Directors in favour of which

18.3.1 a majority of the "A" Directors present whether in person or by their alternates vote in favour, and

18.3.2 a majority of the "B" Directors present whether in person or by their alternates vote in favour

18.4

18.4.1 Unless otherwise agreed by each of the Directors in any particular case, at least four clear days' notice in writing shall be given to each director of every meeting of the Directors, except any absent from the United Kingdom for the time being who have

18.4.2 (in the case of a director) nominated an alternate, or

18.4.3 failed to furnish the Company with an address abroad to which such notices may be forwarded

The third sentence of regulation 88 shall not apply to the Company

- 18 5 Regulation 111 shall be read as if the words "except that a notice calling a meeting of the Directors need not be in writing" were deleted therefrom
- 18 6 Each such notice shall
- 18 6 1 be sent to the address notified from time to time by each director to the secretary (or, if there is none at that time, the Chairman) as his address for the service of such notices (or if no address has been so supplied, to his last known address),
- 18 6 2 contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting;
- 18 6 3 be accompanied by any relevant papers for discussion at such meeting, and
- 18 6 4 if sent to an address outside the United Kingdom, be sent by courier, telex or facsimile transmission
- 18 7 Save as provided in paragraph 18.6, any such notice may be delivered personally or by first class prepaid letter and shall be deemed to have been served if by delivery *when delivered and if by first class letter 24 hours after posting*
- 18 8 Any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him.
- 18 9 Except as may be agreed by all of the Directors in any particular case, no business or resolution shall be transacted or passed at any meeting of the Directors except as was fairly disclosed in the agenda for such meeting
- 18 10 Appropriate complete minutes of each meeting of the Directors shall be maintained by the Company and copies thereof distributed to the Directors as soon as reasonably practicable after the meeting shall have been held
- 18 11
- 18 11 1 Subject to the provisions of the Act and provided that he has disclosed to the Directors the nature and extent of any material interest of his, a director notwithstanding his office

18 11 1 1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,

18 11 1 2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested,

18 11 1 3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested,

18 11 1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and

18 11 1.5 shall be entitled to vote and be counted in the quorum on any matter concerning paragraphs 18 11 1 1 to 18 11 1 4 above

18 11 2 For the purposes of this article

18 11 2.1 a general notice to the Directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the Director has an interest in any such transaction of the nature and extent so specified,

18 11 2 2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and

18 11 2 3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the Director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise

18 12 In the case of an equality of votes the Chairman shall not be entitled to a second or casting vote and the fifth sentence of regulation 88 shall not apply

19. DIRECTORS BORROWING POWERS

Subject as hereinafter provided the Directors may exercise all the powers of the Company (whether express or implied)

19.1 of borrowing or securing the payment of money,

19 2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and

19 3 of mortgaging or charging the property assets and uncalled capital of the Company and (subject to section 80 of the Act) of issuing debentures

20. INDEMNITY

20.1 Subject to the provisions of 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 assets of the Company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application 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

20 2 The board of Directors shall have power to purchase and maintain for any Director, officer or auditor of the Company insurance against any such liability as is referred to in section 310 of the Act

21. **OVERRIDING PROVISIONS**

Where the approval, agreement or consent of any member or Director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or Director may require and any breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles