

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ANNOTATED ARTICLES OF ASSOCIATION

of

THRESHER WINES GROUP LIMITED

(Adopted by written resolution of the sole shareholder of the company dated 26 April 2002 and amended by a written resolution dated 7 May 2003 and further amended by written resolutions dated 7 October 2003 and 19 August 2004)

PRELIMINARY

1. Table A

- 1.1 Except as otherwise provided in these Articles the regulations contained in Table A shall constitute the regulations of the company. In the case of any inconsistency between these Articles and the regulations of Table A, the provisions of these Articles shall prevail.
- 1.2 Regulations 8, 24, 40, 46, 50, 57, 64 to 69 (inclusive), 73 to 78 (inclusive), 80, 81, 84, 87 to 89 (inclusive), 94, 95, 97, 101, 112, 115 and 118 of Table A shall not apply to the Company.

2. Definitions and Interpretation

- 2.1 In these Articles, unless the context otherwise requires:

"**A Ordinary Shares**" means A ordinary shares of £0.01 each in the capital of the Company having rights and being subject to the restrictions set out in these Articles;

"**A Ordinary Majority Shareholder**" means the holder(s) of A Ordinary Shares representing more than 50 per cent in nominal amount of the total number of A Ordinary Shares in issue at the relevant time;

"**A Ordinary Shareholder Approval**" means the prior consent or approval in writing of an A Ordinary Majority Shareholder;

"**the Act**" means the Companies Act 1985;

"**Acting in Concert**" means the meaning given to it in the City Code on Take-overs and Mergers and the Rules Governing Substantial Acquisitions of Shares published by



the Panel on Take-overs and Mergers (as amended from time to time);

"Affiliate" means, in respect of any person:

- (a) any person connected with such person (and "connected with" bears the meaning set out in section 839 of ICTA); and/or
- (b) any company under the control of such person (and "control" bears the meaning set out in section 840 of ICTA); and/or
- (c) any associated company of such person (and "associated company" bears the meaning set out in section 416 of ICTA);

"these Articles" means these articles of association as altered or amended from time to time;

"B Ordinary Shares" means B ordinary shares of £0.01 each in the capital of the Company having rights and being subject to the restrictions set out in these Articles;

"Bad Leaver" means a member required to transfer B Ordinary Shares pursuant to these Articles who is not a Good Leaver;

"Company" means Thresher Wines Group Limited;

"Compulsory Sale Shares" means those B Ordinary Shares which are required to be transferred pursuant to the provisions of Article 15.1, 15.2, 15.3 or 15.4;

"Controlling Interest" means Ordinary Shares representing more than 50 per cent in nominal amount of the total number of Ordinary Shares in issue at the relevant time;

"Defaulting Shareholder" has the meaning set out in Article 13.3;

"Deferred Shares" means deferred shares of £0.01 each in the capital of the Company having rights and being subject to the restrictions set out in these Articles;

"Drag Along Notice" has the meaning set out in Article 13.1;

"electronic communication" has the same meaning as in the Electronic Communications Act 2000;

"Employee Member" means a member who is, or was, an employee of any Group Company;

"Encumbrance" means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Exit" means a Listing or Take-Over;

"Good Leaver" means:

- (a) a member required to transfer B Ordinary Shares pursuant to Article 15.1 or 15.2 or 15.3; and
- (b) a member required to transfer B Ordinary Shares pursuant to Article 15.4 in circumstances where his, or his Permitted Transferor's, cessation of employment occurs by reason of:
 - (i) his, or his Permitted Transferor's, permanent disability or other permanent incapacity as a result of which the Group Company has terminated his, or his Permitted Transferor's, contract of employment;
 - (ii) his, or his Permitted Transferor's, contract of employment, having a fixed term of not less than five years, expiring through effluxion of time and not having been previously renewed or extended other than in circumstances in which the relevant Group Company has or had grounds which would entitle it to dismiss him, or his Permitted Transferor, summarily (whether or not any disciplinary or grievance procedure or other process had been complied with) (excluding a right to so dismiss by reason of any matter referred to in Article 15.1 or 15.3);
 - (iii) his, or his Permitted Transferor's, contract of employment having been terminated by the relevant Group Company or as a result of his constructive dismissal by the relevant Group Company, in each case, other than in circumstances in which the relevant Group Company would be entitled to dismiss him, or his Permitted Transferor, summarily (whether or not any disciplinary or grievance procedure or other process has been complied with) (excluding a right to so dismiss by reason of any matter referred to in Article 15.1 or 15.3).

"Group Company" the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company (and "Group" shall be construed accordingly);

"ICTA" means the Income & Corporation Taxes Act 1988;

"Listing" means the admission of any of the share capital of the Company to the Official List of the UK Listing Authority or any recognised investment exchange (as defined by Section 285 of the Financial Services and Markets Act 2000) or any exchange or market replacing the same or any stock exchange in any major financial centre in the world;

"member" means any holder for the time being of shares in the capital of the Company of whatever class;

"month" means calendar month;

"Ordinary Shares" means the A Ordinary Shares and the B Ordinary Shares;

"paid" means, in relation to any Ordinary Share or Preference Share, paid or credited as paid;

"Permitted Transferee" means, in relation to any member, such member's spouse or child (not being a minor) or parent;

"Permitted Transferor" means in relation to any member to whom shares have been transferred pursuant to Article 12(c), the person who first transferred the shares held by such member pursuant to that Article (whether or not that person transferred those shares directly to that member);

"Preference Shares" means cumulative redeemable preference shares of £1 each in the capital of the Company having the rights and being subject to the restrictions set out in these Articles;

"Prescribed Percentage" means in relation to any transfer of B Ordinary Shares pursuant to Article 15.1, 15.2, 15.3 or 15.4 by a member who is a Good Leaver 100 per cent. or such lesser percentage as shall be expressly provided by the Company in the terms of issue of such B Ordinary Shares to such person, whichever is the lesser;

"Proposed Purchaser" has the meaning set out in Article 13.1;

"Relevant Member" means a member to whom shares have been transferred pursuant to Article 12(c);

"Relevant Warrantholder" has the meaning set out in Article 4.6;

"Sale Completion" has the meaning set out in Article 13.1;

"Sale Shares" has the meaning set out in Article 13.1;

"Table A" means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 (SI 1985/1052) and Schedule 1 to the Companies Act 1985 (Electronic Communications) Order 2000;

"Take-over" means the acquisition by a Proposed Purchaser of a Controlling Interest or the sale of at least 90% of the assets and undertaking of the Company (other than to a wholly owned subsidiary of the Company or pursuant to a sale and leaseback transaction);

"Transfer Date" means the date for completion of the sale and purchase of the Compulsory Sale Shares specified by the directors in accordance with Article 15.9;

"Transfer Price" means:

(a) in the case of a Bad Leaver, (unless and to the extent that the A Ordinary

Majority Shareholder agrees otherwise at the relevant time) the nominal value of the relevant Compulsory Sale Share; and

- (b) in the case of a Good Leaver, the higher of (A) the sum of (i) the Prescribed Percentage of market value (ex dividend) of the relevant Compulsory Sale Share as agreed or (as the case may be) determined in accordance with Article 15.13 and (ii) the amount of any final dividend on such share which has been declared but not paid at the Transfer Date and (B) the nominal value of the relevant Compulsory Sale Share;

"Transferee(s)" means such person or persons to whom any Compulsory Sale Shares shall be allocated pursuant to Articles 15.6 and 15.7;

"Transferor" means:

- (a) in case of a transfer required by Article 15.1, (i) the member in question and (ii) the trustee in bankruptcy of that member;
- (b) in case of a transfer required by Article 15.2, the personal representatives of the member;
- (c) in case of a transfer required by Article 15.3, (i) the member and (ii) the member's attorney appointed under an enduring power of attorney and (iii) the receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs (as the case may be);
- (d) in case of a transfer required by Article 15.4, the member; and
- (e) in each case, each other member who has acquired B Ordinary Shares directly or indirectly pursuant to a transfer under Article 12(c) and who is required to transfer B Ordinary Shares pursuant to Articles 15.1 to 15.4 inclusive;

"United Kingdom" includes England, Scotland, Wales and Northern Ireland but excludes the Channel Islands and the Isle of Man;

"in writing" means written or produced by any substitute for writing or partly one and partly another; and

"year" means calendar year.

- 2.2 In these Articles reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and for the time being in force and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision for the time being in force; reference to the singular includes a reference to the plural and vice versa and reference to any gender includes a reference to all other genders; headings are included only for convenience and shall not affect meaning; references to persons include bodies corporate, unincorporated associations and partnerships and any reference and, in the case of an individual is also deemed to include his legal personal representatives; and unless otherwise defined or the context otherwise requires, words or expressions bear the

same meaning as in the Act and words and expressions defined in regulation 1 of Table A have the same meaning when used in these Articles.

SHARE CAPITAL

3. Share capital

The authorised share capital of the Company at the date of the adoption of this Article is £35,160,152 divided into 100,000 A Ordinary Shares, 11,100 B Ordinary Shares and 35,159,041 Preference Shares.¹

4. Rights attaching to Shares

The respective rights attaching to the A Ordinary Shares, the B Ordinary Shares and Preference Shares shall be as follows:

4.1 As regards income:

- (a) In respect of any financial year of the Company the profits of the Company for the time being available for distribution shall be applied in paying to the holders of the Preference Shares (in priority to the payment of any dividend to the holders of the Ordinary Shares) a fixed cumulative cash dividend (the "Preference Dividend") at the rate (exclusive of any associated tax credit) of eleven pence (11p) per one pound (£1) paid up on the nominal amount of each Preference Share (for the avoidance of doubt, excluding any premium) per annum and as regards any Preference Share not fully paid throughout the period in respect of which the dividend is paid such dividend shall be apportioned and paid pro rata according to the sum paid on the nominal amount thereof (for the avoidance of doubt, excluding any premium) during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this Article no sum paid on a share in advance of a call shall be treated as paid on the share.
- (b) The Preference Dividend on each Preference Share shall accrue from day to day from (and inclusive of) the date of issue of such Preference Share to (and inclusive of) the date on which such Preference Share is redeemed and shall become payable and be paid half-yearly on 30 June and 31 December in every year, the first such payment to be made on 30 June 2002 and to be in respect of the period from (and inclusive of) the date of issue of the Preference Shares up to (and inclusive of) 30 June 2002. The holders of Preference Shares shall not (in that capacity) be entitled to any other right of participation in the profits of the Company.
- (c) Each Preference Dividend shall become due and payable on the respective dates referred to ipso facto and without any recommendation or resolution of the directors or the Company in general meeting (and notwithstanding anything to the contrary contained in these Articles). Each payment of any such

¹ Pursuant to a written resolution passed 7 October 2003, the authorised share capital was increased from £35,160,152 to £35,160,159.73 by the creation of 773 B ordinary shares of £0.01 ranking pari passu with and having the same rights and being subject to the same restrictions as the existing B ordinary shares of £0.01 each in the capital of the Company.

dividend shall be accompanied by a certificate for the related tax credit (if any).

- (d) The Company shall (insofar as it is able to do so) procure that the profits of any other Group Company for the time being available for distribution shall be paid to it by way of dividend if and to the extent that, but for such payment, the Company would not itself otherwise have sufficient profits available for distribution to pay in full any Preference Dividend.
- (e) If the Company is not lawfully able to pay any Preference Dividend in full on the due date for payment of the same then it shall on such date pay the same to the extent that it is then lawfully able so to do and, without prejudice to the respective rights of the holders of the Preference Shares, any amount not then so paid shall be paid so soon thereafter as the Company is lawfully able to pay the same.
- (f) If any Preference Dividend is (for whatever reason) not paid in full on the due date for payment of the same (an "Unpaid Preference Dividend") then the amount of the Preference Dividend falling due for payment on the first 30 June or 31 December next following shall be increased by a sum equivalent to 11 per cent per annum on the amount of that part of the Unpaid Preference Dividend as remains unpaid from time to time accruing on a daily basis from (but exclusive of) the due date of payment of the Unpaid Preference Dividend and ending on (and inclusive of) the earlier of (i) the date on which the full amount of the Unpaid Preference Dividend is paid and (ii) the first 30 June or 31 December next following the due date of payment of the Unpaid Preference Dividend.
- (g) For the avoidance of doubt, if any Preference Dividend as increased by the foregoing provisions of this paragraph shall not be paid in full on the due date for payment, the foregoing provisions of the paragraph (f) shall also apply in relation to each such increased Preference Dividend.
- (h) The Company may not distribute any profits in respect of any financial year unless and until the Preference Dividends in respect of such year and, in addition, any arrears of the same have been paid in full; subject thereto, any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Ordinary Shares.
- (i) Subject to the foregoing provisions of this Article, any profits which the Company may determine to distribute in respect of any financial year shall belong to and be distributed amongst the holders of the A Ordinary Shares and B Ordinary Shares according to the amounts paid up or credited as paid up on the nominal amount thereof. The A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* for any dividend or other distribution by the Company.
- (j) No dividend or other distribution shall be declared, paid or made at any time in relation to the Deferred Shares and the holders of the Deferred Shares shall not be entitled (in that capacity) to any participation in the profits or (save as provided in Article 4.2) the assets of the Company.

4.2 As regards capital:

- (a) On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied:
 - (i) first in paying to the holders of the Preference Shares a sum equal to all arrears and/or accruals of Preference Dividends thereon to be calculated down to the payment date (and to be payable irrespective of whether or not such dividend has been earned or declared);
 - (ii) second in repaying to the holders of the Preference Shares the amounts paid on the nominal amount thereof;
 - (iii) third in paying to the holders of the Ordinary Shares *pari passu* as if the same constituted one class of share a sum equal to the nominal value of such shares;
 - (iv) fourth in paying to the holders of the Deferred Shares a sum equal to the nominal value of such shares; and
 - (v) subject thereto and subject to paragraph (b) of this Article, the balance (if any) of such assets shall belong to and be distributed amongst the holders of the Ordinary Shares.
- (b) Until an Exit shall occur, none of the B Ordinary Shares shall be entitled to any distribution or return of assets other than as provided in paragraph (a)(iii) of this Article and paragraph (i) of Article 4.1. With effect from an Exit, the B Ordinary Shares shall rank *pari passu* with the A Ordinary Shares for the purposes of paragraph (v) of this Article as if they constituted one class of share.

4.3 As regards redemption of Preference Shares:

- (a) Subject to the provisions of the Act, the Company shall have the right at any time and from time to time to redeem all or such other number of the Preference Shares then in issue as it may, by not less than 14 days' previous written notice to the holders of Preference Shares, specify and any such notice (a "redemption notice") shall also specify the date fixed for redemption. No Preference Share may be redeemed unless it is fully paid.
- (b) Subject to the provisions of the Act, upon each date on which all or any of the Preference Shares become due for redemption pursuant to the foregoing provisions of this Article the Company shall pay to the holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such Shares) of each Preference Share then due to be redeemed an amount of £1 per Preference Share together with a sum equal to all arrears and accruals of dividend on such share (whether earned or not) calculated up to (and including) the actual date of redemption.

- (c) Certificates for Preference Shares shall be deemed to have been cancelled to the extent appropriate on the date upon which the shares to which they relate are redeemed in full. Following any partial redemption of Preference Shares certificates which then relate in part to Preference Shares which have not been redeemed shall be delivered up to the Company and, subject only to such delivery up, the Company shall (free of charge) issue new definitive certificates in respect of those Preference Shares which have not been redeemed.
- (d) Any partial redemption of Preference Shares shall be made amongst the holders of the Preference Shares pro rata (as nearly as may be without giving rise to fractions) according to their respective holdings of fully paid Preference Shares.
- (e) The Preference Shares shall not carry any rights to convert into Ordinary Shares.

4.4 As regards voting:

- (a) The A Ordinary Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company;
- (b) The B Ordinary Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend and speak at all general meetings of the Company but no B Ordinary Share shall confer any right (in that capacity) to vote thereat unless or until an Exit. With effect from such time as an Exit shall occur the B Ordinary Shares shall confer on each holder thereof (in that capacity) the right to vote at all general meetings of the Company.
- (c) The Preference Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend and speak at all general meetings of the Company but shall not confer any right (in that capacity) to vote thereat.
- (d) The Deferred Shares shall not entitle the holders thereof (in that capacity) to receive notice of or to attend or vote at any general meeting of the Company at any time.
- (e) On a show of hands every holder of an Ordinary Share which confers a present right to vote who is present in person or by proxy (or being a corporation is present by a representative) shall have one vote, and on a poll every holder of an Ordinary Share conferring such a right who is present in person or by a proxy (or being a corporation is present by a representative) shall have one vote for every such Ordinary Share.

4.5 As regards the sale and purchase of Deferred Shares:

The Company shall have an irrevocable authority either:

- (i) to sell for a price of £0.01 per Deferred Share to such person as the directors may in the absolute discretion nominate any or all of Deferred Shares then in issue and to appoint any one or more of the directors to

execute on behalf of the holders of such Deferred Shares a transfer thereof and to receive on behalf of such holders the purchase price thereof; or

- (ii) (subject to the requirements of the Act) to purchase the same for £0.01 per Deferred Share without obtaining the sanction of the holder or holders of such Deferred Shares (in that capacity) for the purposes of such purchase and to appoint any one or more of the directors to execute on behalf of any holder of the Deferred Shares a contract for the sale to the Company of any such shares held by such holder;

and pending any such transfer and/or purchase the Company shall be entitled to retain the certificates for such Deferred Shares.

5. Variation of rights

5.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Act, be varied or abrogated (i) in such manner (if any) as may be provided by those rights; (ii) either with the consent in writing of the holders of not less than three quarters in nominal value of the issued shares of the class; or (iii) with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class (but not otherwise) and may be so varied or abrogated whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company and to the proceedings at such general meetings shall with necessary modifications apply, except that:

- (a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting a quorum as defined above is not present, any one holder of any shares of the class present in person or by proxy shall be a quorum);
- (b) the shares of the class in question shall carry the right to vote at such meeting notwithstanding that such shares would not entitle the holders of such shares to vote at a general meeting of the Company; and
- (c) any holder of shares of the class present in person or by proxy may demand a poll and every such holder shall on a poll have one vote for every share of the class held by him.

5.2 Article 5.1 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights of which are to be varied.

5.3 The rights attached to the Preference Shares shall not, unless otherwise expressly provided by the terms of issue of such Preference Shares, be varied or be deemed to be varied:

- (a) by the creation or issue of further shares ranking as regards participation in the

profits or assets of the Company in some or all respects equally with such shares but in no respect in priority to such shares;

- (b) by the variation of the periods or procedures in Articles 15.5 to 15.13 in accordance with the provisions of Article 15.7; or
- (c) by the purchase by the Company of any of its own shares in accordance with the Act.

5.4 The rights attached to the B Ordinary Shares shall not be varied or be deemed to be varied:

- (a) by the creation or issue of any further Preference Shares or B Ordinary Shares or shares ranking as regards participation in the profits or assets of the Company in some or all respects equally with such B Ordinary Shares but in no respect in priority to such shares;
- (b) by the purchase by the Company of any of its own shares in accordance with the Act; or
- (c) by the variation of the periods or procedures in Articles 15.5 to 15.13 in accordance with the provisions of Article 15.7.

6. Authority to allot

- 6.1 Subject to the provisions of Table A and to the provisions of these Articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these Articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these Articles.
- 6.2 Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement.
- 6.3 The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these Articles) for a further period not exceeding five years.
- 6.4 The directors may only allot a B Ordinary Share to a person if that such person has signed a deed of adherence in a form approved by the directors (such approval not to be unreasonably withheld or delayed) to each agreement (if any) existing at such date

between, inter alia, the other B Ordinary Shareholders and the A Ordinary Majority Shareholder containing provisions relating to the transfer of the B Ordinary Shares.

7. Pre-emption on allotment

- 7.1 Sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to any allotment of equity securities by the Company.
- 7.2 Subject to Article 6.4, the shares comprised in the authorised share capital at the date of the adoption of these Articles shall be at the disposal of the directors as they think proper but, unless otherwise determined by special resolution of the Company, any equity securities which are not comprised in the authorised share capital at the date of the adoption of these Articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to the members in proportion as nearly as is practicable to the nominal value of the shares in the Company held by the members respectively.
- 7.3 Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined. After the expiration of such period, or if earlier on receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these Articles, dispose of such equity securities as have not been taken up in such manner as they think proper.

LIEN

8. In regulation 8 of Table A the words and brackets "(not being a fully paid share)" shall be omitted.

TRANSFER OF SHARES

9. Overriding provisions

Notwithstanding anything contained in these Articles, the directors shall not decline to register any transfer of shares, nor may they suspend such registration, where such transfer:

- (a) is to any Secured Party; or
- (b) is delivered to the Company for registration by a Secured Party in order to perfect its security over such shares; or
- (c) is executed by a Secured Party pursuant to the power of sale or otherwise under such security,

and furthermore notwithstanding anything to the contrary contained in these Articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Party and no Secured Party shall be required to offer the shares which are or are to be the subject of any such aforementioned transfer to the shareholders for the

time being of the Company or any of them, and no such shareholder shall have any right under the Articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not. For the purposes of this Article, "**Secured Party**" means any bank or financial institution (including, without limitation, Barclays Bank PLC) to which a security interest has been granted over the shares in the Company, or any nominee, receiver or other entity acting on such Secured Party's behalf.

10. Limited power of refusal

10.1 The directors shall not refuse to register any transfer of any shares or interest in shares other than in following circumstances, in which circumstances, the directors shall refuse to register such a transfer:

- (a) the instrument of transfer:
 - (i) is in respect of more than one class of share;
 - (ii) is not lodged at the registered office of the company or such other place as the directors may appoint; or
 - (iii) is not accompanied by the relevant share certificate(s) and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do);
 - (iv) is in favour of more than four transferees; or
- (b) the transfer is in favour of a person referred to in Article 11.1; or
- (c) the transfer of shares is in breach of any other provision of these Articles.

11. Prohibited transfers

11.1 No shares and no interest in shares shall be transferred to any infant, bankrupt or person of unsound mind and the directors shall refuse to register any such transfer.

11.2 No transfer will be made or registered by the Company unless and until the proposed transferee has executed a deed of adherence in a form approved by the directors (such approval not to be unreasonably withheld or delayed) to each agreement (if any) made between, inter alia, the other B Ordinary Shares and the A Ordinary Majority Shareholder containing provisions relating to the transfer of the B Ordinary Shares.

12. Transfer of B Ordinary Shares

No member shall transfer or create any Encumbrance in or over any B Ordinary Shares held by him other than:

- (a) (save as permitted with regard to a transfer referred to in paragraph (c) below)

with A Ordinary Shareholder Approval (which may be given or withheld in the absolute discretion of the A Ordinary Majority Shareholder and may be given subject to conditions);

- (b) pursuant to the provisions of Article 13 or 15 or, provided that prior to or contemporaneously with such transfer the Proposing Transferor has acquired or will acquire a Controlling Interest, 14; or
- (c) subject to Article 16, to a Permitted Transferee of such member.

Any purported transfer or creation of any Encumbrance in or over any B Ordinary Shares other than in accordance with the provisions of this Article 12 shall be void and have no effect.

13. Drag-Along

- 13.1 If the A Shareholder Majority intends to sell all or some of its holding of A Ordinary Shares representing a Controlling Interest (the shares to be sold by the A Ordinary Majority Shareholder being referred to as "Sale Shares") to a proposed purchaser or purchasers (none of whom is an Affiliate of the A Ordinary Majority Shareholder) Acting in Concert (the "Proposed Purchaser", which expression shall not include an Affiliate of the A Ordinary Majority Shareholder) such A Ordinary Majority Shareholder shall have the right to give to holders of B Ordinary Shares at least 5 Business Days' advance written notice prior to its selling the Sale Shares requiring the holders of B Ordinary Shares to sell to the Proposed Purchaser all of their holdings of B Ordinary Shares. That notice (the "Drag Along Notice") will be made in the manner set out in Article 54 and will include details of the Sale Shares and the proposed price for each Sale Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place and the date and time of completion (the "Sale Completion") of the proposed purchase, which shall be on a date not less than 5 Business Days after the date of receipt of the holders of B Ordinary Shares of the Drag Along Notice.
- 13.2 The holders of B Ordinary Shares shall sell all of their B Ordinary Shares referred to in the Drag Along Notice at the highest price per Sale Share sold by the A Ordinary Majority Shareholder to the Proposed Purchaser in the period of one month ended on the date of the Sale Completion and on the terms set out in the Drag Along Notice which shall be at least as favourable terms as the terms offered for the Sale Shares.
- 13.3 If a holder of B Ordinary Shares fails to comply with Article 13.2 (a "Defaulting Shareholder") the Company shall be constituted the agent of the Defaulting Shareholder for the sale of his B Ordinary Shares in accordance with the Drag Along Notice (together with all rights then attached thereto) and the directors may authorise any person to execute and deliver on behalf of and as attorney for the Defaulting Shareholder the necessary instrument(s) of transfer. The Company's receipt of the relevant purchase money shall be good discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof). The Company shall thereafter hold the purchase money on trust for Defaulting Shareholder and register the Proposed Purchaser as the holder of his B Ordinary Shares. After the Proposed Purchaser has been entered in the register of members of the Company in purported exercise of these powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Shareholder until the

Defaulting Shareholder shall have delivered to the Company his share certificate(s) or a suitable indemnity in respect of the B Ordinary Shares the subject of the Drag Along Notice. The Defaulting Shareholder shall not be required to comply with a Drag Along Notice unless the A Ordinary Majority Shareholder shall sell the Sale Shares to the Proposed Purchaser on the Sale Completion, subject at all times to the A Ordinary Majority Shareholder being able to withdraw the Drag Along Notice at any time prior to the Sale Completion by giving notice to the Company to that effect, whereupon each Drag Along Notice shall cease to have effect.

14. Tag Along

- 14.1 If the A Ordinary Majority Shareholder elects not to serve a Drag Along Notice under Article 13 it shall in any event serve written notice informing the holders of B Ordinary Shares of any proposed sale of the Sale Shares to the Proposed Purchaser which would, if completed, result in the Proposed Purchaser acquiring a Controlling Interest in the Company, at least 5 Business Days in advance of the date of such sale ("Sale Notice"). If the A Ordinary Majority Shareholder fails to serve such Sale Notice it shall be deemed to have been served 5 Business Days in advance of the date of the proposed sale. The Sale Notice shall contain the same information as would be required to be given in a Drag Along Notice.
- 14.2 If as a result of the completion of the sale of A Ordinary Shares by the A Ordinary Majority Shareholder the Proposed Purchaser would acquire a Controlling Interest in the Company, any holder of B Ordinary Shares shall have the right at any time prior to the sale of the Sale Shares to the Proposed Purchaser to give the A Ordinary Majority Shareholder written notice of his desire to sell all (but not merely some of) its B Ordinary Shares to the Proposed Purchaser on the same terms and conditions as set out in the Sale Notice ("Tag Along Notice").
- 14.3 Upon giving the Tag Along Notice to the A Ordinary Majority Shareholder the holders of B Ordinary Shares shall be entitled to sell to the Proposed Purchaser (and the A Ordinary Majority Shareholder shall not be entitled to sell its shares unless it shall procure that such offer is made) all (but not merely some) of their B Ordinary Shares, on the same terms and conditions as set out in the Sale Notice or if no such price is specified at the highest price per Sale Share to be sold by the A Ordinary Majority Shareholder to the Proposed Purchaser on the Sale Completion by the A Ordinary Majority Shareholder and on the terms offered for the Sale Shares.
- 14.4 If any holder of B Ordinary Shares is not given the opportunity to participate in the transaction contemplated in the Sale Notice in accordance with the terms and conditions of this Article 14, the A Ordinary Majority Shareholder may not complete such transaction and the directors may not register the transfer of the A Ordinary Majority Shareholder's Shares.

15. Compulsory transfers

- 15.1 If an Employee Member becomes bankrupt so as to cease to be an employee of any Group Company, that Employee Member and his trustee in bankruptcy shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group

Company becomes bankrupt so as to cease to be an employee of any Group Company, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 12(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.

- 15.2 The legal personal representative of a deceased Employee Member entitled to any B Ordinary Share in consequence of the death of an Employee Member shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share of which the deceased member was the registered holder upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company shall die, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 12(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 15.3 If an order is made by a court having jurisdiction in matters concerning mental disorder for an Employee Member's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs so that such member shall cease to be an employee of any Group Company, then he (including any attorney appointed under an enduring power of attorney) and such receiver, curator bonis or such other person shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company has an order made in respect of him by a court having jurisdiction in matters concerning mental disorder for the Permitted Transferor's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the Permitted Transferor's property or affairs so that such Permitted Transferor shall cease to be an employee of any Group Company, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 12(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 15.4 If an Employee Member shall cease for any reason (other than a reason set out in Articles 15.1 to 15.3 inclusive) to be an employee of a Group Company and following such cessation shall not be an employee of any other Group Company then he shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company shall cease for any reason (other than a reason set out in Articles 15.1 to 15.3 inclusive) to be an employee of a Group Company and following such cessation shall not be an employee of any other Group Company, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 12(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so

to do.

- 15.5 Upon the date falling two clear days after the date upon which the Transfer Price shall have been agreed or certified in accordance with Article 15.13 (as the case may be) the directors shall by notice in writing offer for sale subject to the provisions of these Articles at the Transfer Price the Compulsory Sale Shares to the holders of the A Ordinary Shares inviting each such holder of A Ordinary Shares to state in writing within 10 clear days from the date of the such notice whether he is willing to purchase at the Transfer Price any and if so what number of the Compulsory Sale Shares. Upon the expiry of the period of 10 clear days referred to in this Article 15.5 the directors shall allocate the Compulsory Sale Shares in accordance with Articles 15.6 and 15.7.
- 15.6 If the aggregate number of shares applied for by the holder(s) of A Ordinary Shares shall be equal to or less than the number of Compulsory Sale Shares, the Compulsory Sale Shares shall be allocated amongst the applicants in accordance with their applications and any balance shall be allocated to such person (other than a person whose shares are required to be transferred pursuant to Articles 15.1 to 15.4 inclusive) as the directors (other than any director whose shares are required to be transferred pursuant to Articles 15.1 to 15.4 inclusive) shall nominate.
- 15.7 If there shall be more than one holder of A Ordinary Shares and number of shares applied for by such holders shall be more than the number of Compulsory Sale Shares:
- (a) the Compulsory Sale Shares shall be allocated amongst the applicants as nearly as practicable in proportion to their holdings of shares provided that if such allocation would result in the allocation to any applicant of a number of shares in excess of the number stated in his application, the balance shall be re-allocated in accordance with paragraph (b) of this Article;
 - (b) any balance arising under the proviso to paragraph (a) of this Article shall be re-allocated among the remaining applicants as nearly as practicable proportionately according to their shareholdings and the proviso to paragraph (a) of this Article shall apply to such re-allocation and if necessary the process shall be repeated until either all the Compulsory Sale Shares shall have been allocated or all of the applications shall have been satisfied.
- 15.8 If there shall be only one member holding A Ordinary Shares and such member shall hold a Controlling Interest, the Company and such member shall be entitled to modify the periods set out in Articles 15.5 to 15.13 by agreement between them and any such variation shall be binding on all of the members.
- 15.9 Upon the expiry of two clear days following completion of the allocation procedures set out in Articles 15.6 and 15.7, the Company shall forthwith give notice of such allocation (an "Allocation Notice") to the Transferor and to each Transferee and shall specify in such notice the number of shares allocated to such Transferee, the Transfer Price, and the place and time (being not earlier than 5 days and not later than 10 days after the date of the Allocation Notice) at which the Transfer Price is to be paid by such Transferee and the shares allocated are to be transferred by the Transferor.
- 15.10 Completion of the transfers referred to in Article 15.1 to 15.4 shall take place on the Transfer Date when the following business shall be transacted contemporaneously:-

- (a) the Transferee(s) shall (subject to Article 15.12) pay or shall procure to be paid to the Transferor an amount equal to the Transfer Price multiplied by the number of Compulsory Sale Shares allocated to him; and
- (b) the Transferor shall deliver to the directors or as they shall direct one or more duly executed instruments of transfer in respect of the Compulsory Sale Shares together with the relative share certificates (such instruments of transfer to be in favour of the relevant Transferee(s)) together with such other documents (if any) as may be necessary or expedient for the purpose of vesting in the relevant Transferee all of the Transferor's right, title and interest in the Compulsory Sale Shares.

15.11 If the Transferee(s) has performed, or is willing to perform, his obligations in full under Article 15.10 and the Transferor concerned fails or refuses to deliver to the directors on the Transfer Date or as the directors shall direct a duly executed instrument of transfer transferring the Compulsory Sale Shares or any other document required under Article 15.10, any one or more of the directors shall be authorised to execute and deliver such an instrument of transfer as attorney for the Transferor and to do any other acts and/or execute any other documents on behalf of the Transferor as are required in connection with the transfer of all his right, title and interest in the Compulsory Sale Shares to the Transferee(s) or are necessary or expedient for the purpose of vesting in the Transferee(s) all his right, title and interest in the Compulsory Sale Shares. Following such transfer and subject to Article 15.12, the Company shall hold all monies paid to it pursuant to Article 15.10 on trust for the Transferor concerned and the validity of such proceedings shall not be questioned by any person.

15.12 If the Transferor shall be liable for the costs of the auditors of the Company pursuant to Article 15.13 and to the extent that the auditors not have been paid such costs by the Transferor, the Company shall be entitled to require the Transferee(s) to pay or procure to be paid to the Company the Transfer Price and the Company shall be entitled to apply the same in or towards satisfying such auditors' costs and the balance then remaining (if any) shall be paid to the Transferor. Each holder of Shares consents to any such receipt and payment by the Company and agrees that such payment by the Transferee(s) shall, to the extent of the sum of the auditors' costs referred to in this Article 15.12, be a good discharge.

15.13 In the case of any transfer required to be made by a Good Leaver the Transferor and the directors (other than any director whose B Ordinary Shares are required to be transferred pursuant to Articles 15.1 to 15.4), shall use reasonable endeavours to attempt to agree the Transfer Price within 14 clear days of the date upon which notice requiring a transfer of B Ordinary Shares shall have been given to a Transferor. If the Transfer Price shall not have been so agreed within such period, the directors shall instruct the auditors for the time being of the Company to determine and certify as soon as practicable the sum per Compulsory Sale Share considered in their opinion to be the Transfer Price per Compulsory Sale Share. In assessing the market value of the Compulsory Sale Shares, the auditors shall proceed on the basis that:

- (a) there is no discount or premium by reason of the fact that the Compulsory Sale Shares do or do not form a minority or majority of all shares in the capital of the Company;

- (b) there is a willing buyer and seller for the Compulsory Sale Shares on an arm's length basis;
- (c) regard is taken of the fair value of the business of the Company as a going concern;
- (d) regard is taken of any right to subscribe for, or to convert any security into, shares in the Company or any subsidiary (as such term is defined in the Act) of the Company; and
- (e) all inherent tax and other liabilities and obligations of the Company and its subsidiaries (as such term is defined in the Act) are taken into account.

The auditors' determination shall be final and binding on all person concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certification or by anything done or omitted to be done by them for the purpose thereof or in connection therewith. For the purposes of this Article 15.13 the auditors shall act as experts and not as arbitrators. The costs and expenses of the auditors in relation to the making of their determination shall (to the extent permitted by law) be borne by the Company and otherwise shall be borne by the Transferor and the Transferee(s) in such proportions as the auditors shall determine.

16. Permitted Transfers

- 16.1 Whilst any B Ordinary Shares are being transferred or are the subject of a Drag Along Notice under Article 13, a Tag Along Notice under Article 14 or a notice given under Articles 15.1, 15.2, 15.3 or 15.4 no transfers of B Ordinary Shares pursuant to Article 12(c) shall be permitted.
- 16.2 If any Relevant Member ceases to be a Permitted Transferee in relation to his Permitted Transferor that Relevant Member shall transfer all of the shares registered in his name to his Permitted Transferor or another Permitted Transferee of his Permitted Transferor within 5 days of the event giving rise to such cessation.
- 16.3 If a Relevant Member (other than an Employee Member) becomes bankrupt, that Relevant Member and his trustee in bankruptcy shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.
- 16.4 The legal personal representative of a deceased Relevant Member entitled to any B Ordinary Share in consequence of the death of a Relevant Member shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.
- 16.5 If an order is made by a court having jurisdiction in matters concerning mental disorder for a Relevant Member's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs, then he (including any attorney appointed under an enduring power of attorney)

and such receiver, curator bonis or such other person shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.

- 16.6 If any person required to transfer shares pursuant to Article 16.2 to 16.5 inclusive defaults in transferring such shares, he shall be obliged to sell and to transfer to the Transferee(s) at a price equal to the nominal value of such shares on the Transfer Date each share registered in his name upon receipt of notice from the Company requiring him so to do and the provisions of Articles 15.5 to 15.11 shall apply mutatis mutandis with references and the "Transfer Price" for each such share for the purposes of such Articles shall be the nominal value of such share.

17. Registration of transfers

The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect thereof.

PROCEEDINGS AT GENERAL MEETINGS

18. Quorum

- 18.1 No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon. Two members so present and entitled to vote shall be a quorum for all purposes PROVIDED THAT, in circumstances where there is one member only, the quorum for any general meeting shall for all purposes be that member so present.
- 18.2 If a quorum is not present at any such adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds not fewer than 75% in nominal value of the shares of the Company in issue, any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held.
- 18.3 Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation) by a duly authorised representative and shall include presence which is deemed in accordance with these Articles (and "present" shall be construed accordingly).

19. Voting and right to demand a poll

- 19.1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration by the chairman of the result of the show of hands, demanded in accordance with Article 19.2.
- 19.2 A poll may be demanded at any general meeting by the chairman or by any member present and entitled to vote at that meeting.
- 19.3 If at any general meeting any votes shall be counted which ought not to have been

counted, or not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting.

- 19.4 In regulation 54 of Table A the words ",not being himself a member entitled to vote," shall be deleted.

20. Participation by conference telephone

Any member or member's proxy or duly authorised representative (being a corporation) may participate in a general meeting or a meeting of a class of members of the Company by means of conference telephones or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person (or by proxy or authorised representative as appropriate) at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

SINGLE MEMBER

21. Quorum when single member and record of decisions of single member

- 21.1 Notwithstanding any provision to the contrary in these Articles or in Table A, in circumstances where the Company has only one member, that member present in person or by proxy shall be a quorum.
- 21.2 A single member shall, upon taking a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting (unless that decision is taken by way of written resolution or unanimous assent), provide the Company with a written record of that decision.
- 21.3 For so long as the Company is a single member Company, all provisions of these Articles and of Table A shall be construed so as to be consistent with the Company only having one member.
- 21.4 If, for any reason, the number of members of the Company increases beyond one and for so long as the number of members is more than one, the provisions of this Article shall not apply.

MEMBERS' ASSENT

22. Pursuant to the rights and powers under common law of all members having the right to receive notice of and to attend and vote at general meetings to assent or agree to any matter, such members' assent or agreement to any matter may (without limitation), if written be evidenced by one or more documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the assent or agreement and signed by or

on behalf of or otherwise emanating from one or more of such members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.

23. The provisions of article 22 are in addition to and not exclusive of:

- (a) any other rights and powers under common law of all members or any class of members having the right to attend and vote at general meetings to assent or agree to or ratify any matter or to pass any resolution by unanimous written consent; and
- (b) any statutory rights of the members or any class of members under sections 381A and 381B of and schedule 15A to the Act,

all of which rights and powers may be exercised by the members as an alternative to the unanimous assent or agreement referred to in article 22.

PROXIES

- 24. An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly.
- 25. An instrument appointing a proxy shall be deemed to include authority for the proxy to vote on any amendment of a resolution put to the meeting for which the proxy was appointed in such manner as the proxy sees fit.

DIRECTORS

26. Number

Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be not fewer than one.

27. Eligibility

Any adult person may be appointed or elected as a director whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

BORROWING POWERS

- 28. The directors may exercise all the powers of the Company to borrow or raise money without limit as to amount and upon such terms and in such manner as they think fit and to grant any mortgage or charge over its undertaking, property and uncalled

capital, or any part thereof and subject in the case of any security convertible into shares to section 80 of the Act to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

DIRECTORS' INTERESTS

29. Duty to declare interests

A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors.

30. Remuneration

A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit. Regulation 85 of Table A shall be modified accordingly.

31. Nature of interests and general notices

For the purposes of regulation 85 of Table A (as modified by Article 30) a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act. In the case of any transaction or arrangement with the Company in which the director is interested, a general notice given by a director and which otherwise complies with regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly.

DISQUALIFICATION OF DIRECTORS

32. The office of a director shall be vacated immediately:

- (a) If (not being precluded from so doing by the terms of any contract with the

Company) by notice to the Company he resigns the office of director; or

- (b) If he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors; or
- (c) If he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a director properly; or
- (d) If he is removed from office by a resolution duly passed pursuant to section 303 of the Act; or
- (e) If he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law.

ROTATION OF DIRECTORS

33. The directors shall not be liable to retirement by rotation and accordingly the second and third sentences in regulation 79 of Table A shall not apply to the Company nor shall any other references to retirement by rotation in Table A.

MEMBERS' APPOINTMENTS

34. A member or members having the right to attend and vote at any general meeting of the Company and holding a majority in nominal value of the shares giving that right may from time to time by notice to the Company remove any director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the Company and not only of such member or members. Any such notice may consist of one or more documents (including a telex, facsimile, cable or telegram) each signed by or on behalf of or otherwise emanating from such member or members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.

PROCEEDINGS OF DIRECTORS

35. Regulation of meetings

The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.

36. Calling and notice of meetings

- 36.1 A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors. Notice of every meeting of the directors shall be given to every director, but the non-receipt of notice by any director shall not invalidate the proceedings at any meeting of the directors. Any director may waive his entitlement to notice of any meeting and such waiver may be prospective or retrospective.

- 36.2 A director absent or intending to be absent from the United Kingdom shall be entitled to request that notices of meeting of the directors (or any committee of the board) be sent to him at an address or to a fax or telex number given by him to the Company for this purpose, but if no such request is made to the Directors, it shall not be necessary to give notice of a meeting to a director who is for the time being absent from the United Kingdom.

37. Quorum

The quorum necessary for the transaction of the business of the directors shall be two PROVIDED THAT in circumstances where there is one director only, the quorum for any meeting of directors or committee of directors shall be one and that director or his alternate shall exercise all the powers and discretions expressed to be vested in the directors by the regulations of Table A and by these Articles.

38. Voting

Questions arising at a meeting shall be decided by a majority of votes. The chairman shall not have a second or casting vote at meetings of the board.

39. Participation by conference telephone

Any director may participate in a meeting of directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

40. Provisions where the sole member is also a director

Where the Company, having only one member, enters into a contract (other than a contract entered into in the ordinary course of the Company's business) with the sole member of the Company and such sole member is also a director of the Company the terms of such contract shall, unless the contract is in writing, be set out in a written memorandum or be recorded in the minutes of the first meeting of directors following the making of the contract.

41. Committees

Any meetings of a committee appointed under regulation 72 of Table A shall be governed mutatis mutandis by Articles 35 to 40 (inclusive) of these Articles.

SECRETARY

42. 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. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly.

MANAGING OR EXECUTIVE DIRECTORS

43. Appointment

The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director.

44. Remuneration

The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine.

45. Delegation of powers

The directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers.

ALTERNATE DIRECTORS

46. Appointment, removal and cessation

- 46.1 Any director may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company.
- 46.2 Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office.

47. Powers and notices

An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director, and to be counted in a quorum at, any such meeting at which the director appointing him 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 *mutatis mutandis* as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. The foregoing provisions of this Article 47 shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member.

48. Interests

Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and 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 to the Company from time to time direct.

PENSIONS AND ALLOWANCES

49. The directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a holding company or a subsidiary of the Company or is allied to or associated with the Company or with any such holding company or subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such persons, and establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, subject always, if so required by law, to particulars with respect to the proposed payment being approved by the Company, and a director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

DIVIDENDS

50. Any dividend or interim dividend may be paid by the Company in whole or in part by

the distribution of specific assets provided that the directors shall have directed that such dividend shall be so paid. Where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient and in particular may issue fractional certificates (or ignore fractions); may fix the value for distribution of such specific assets or any part of such specific assets; may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties; and may vest any such specific assets in trustees on trust for the persons entitled to the dividend as may seem expedient to the directors. Regulation 105 of Table A shall not apply.

THE SEAL

51. Sealing

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

52. Foreign seal

The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

53. Dispensation

The Company may dispense with the need for a company seal insofar as permitted by the Act.

NOTICE

54. Form of notice

Any notice in writing given under these Articles may:

- (a) be delivered or sent by first class post (airmail if overseas):

in the case of a member or his legal personal representative or trustee in bankruptcy:	to such member's address as shown in the company's register of members or the address notified to the company for that purpose;
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in the case of a director or alternate:	to his last known address or the address
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last notified to the company for that purpose; and

in the case of the company: to its registered office,

or

- (b) where a fax number or an address for email or other form of electronic communication has been notified to or by the company for that purpose, be sent by the relevant form of electronic communication to that address.

55. Service

55.1 Any such notice shall be deemed to have been served and be effective:

- (a) if delivered, at the time of delivery; and
- (b) if posted or sent by fax, email or any other form of electronic communication on receipt or 48 hours after the time it was sent, whichever occurs first.

55.2 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding. Notice so given shall constitute notice to all the joint holders.

WINDING UP

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

INDEMNITY

57. Indemnity

Every director or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under sections 144 or 727 of the Act in which relief is granted to him by the Court, and no director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. This Article shall only have effect insofar as its provisions are not avoided by section 310 of the Act.

58. Insurance

The directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company insurance against any liability referred to in section 310(1) of the Act.

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**THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES**

ANNOTATED ARTICLES OF ASSOCIATION

of

THRESHER WINES GROUP LIMITED

**(Adopted by written resolution of the shareholders of the Company
passed on 26 April 2002 and amended by a written resolution
dated 7 May 2003 and further amended by written resolutions dated 7 October 2003 and
19 August 2004)**