

Company No. 4397988

  
Director/Company Secretary

**THE COMPANIES ACTS 1985 TO 2006**

**COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

**OF**

**DAWNAY, DAY INVESTMENT BANKING LIMITED**

CIRCULATION DATE. 25 April 2008

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006 the directors propose that Resolutions 1, 2 and 3 (the "Ordinary Resolutions") are passed as ordinary resolutions and Resolutions 4 and 5 (the "Special Resolutions") are passed as special resolutions.

**ORDINARY RESOLUTIONS**

- 1 That each of the existing authorised 4,000,000 and issued 2,572,999 "F" Ordinary Shares of £1 00 each in the capital of the Company registered in the name of Dawnay, Day International Limited be re-designated as 4,000,000 authorised and 2,572,999 issued Ordinary Shares of £1 00.
- 2 That the authorised share capital of the Company be increased to £14,802,000 by the creation of 5,800,000 Ordinary Shares of £1.00 each, 1,000 A Ordinary Shares of £1 00 each and 1,000 B Ordinary Shares of £1.00 each in the capital of the Company, each having the rights ascribed to them in the New Articles (as defined below)
- 3 That the directors of the Company be and are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities (as defined for the purposes of section 80 of the Companies Act 1985 ("the Act")) up to an aggregate nominal amount of £10,000,000 provided that this authority shall unless renewed, varied or revoked by the Company in general meeting, expire on the earlier of the next annual general meeting of the Company and the date five years from the date of this resolution, but the Company may, before such expiry, make an offer or agreement which would or might require relevant securities to be allotted after such expiry, and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired. This authority is in substitution for all previous authorities conferred upon the directors pursuant to section 80 of the Act, but without prejudice to the allotment of any relevant securities already made or to be made pursuant to such authorities

**SPECIAL RESOLUTIONS**

- 4 That the regulations contained in the document attached to these resolutions and signed for identification purposes by the Company Secretary (the "New Articles") be and they are hereby adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company.
- 5 That, subject to the passing of resolution 3 above, the directors be and they are empowered pursuant to section 95 of the Act to allot equity securities (within the meaning of section 94(2) to section 94(3A) of the Act) wholly for cash pursuant to the authority conferred by the

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previous resolution as if section 89(1) of the Act did not apply to any such allotment, provided that this power shall be limited to

a) the allotment of equity securities in connection with an offer of such securities by way of rights to holders of ordinary shares in proportion (as nearly as may be practicable) to their respective holdings of such shares, but subject to such exclusions or other arrangements as the directors may deem necessary or expedient in relation to fractional entitlements or any legal or practical problems under the laws of any territory, or the requirements of any regulatory body or stock exchange; and

b) the allotment (otherwise than pursuant to sub-paragraph (a) above) of equity securities wholly for cash up to an aggregate nominal amount of £10,000,000

and, unless previously renewed, revoked or varied, shall expire on the earlier of the next annual general meeting of the Company and the date five years from the date of this resolution, save that the Company may, before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the directors may allot equity securities in pursuance of any such offer or agreement notwithstanding that the power conferred by this resolution has expired

#### **AGREEMENT**

**Please read the Notes attached to this document before signifying your agreement to the Ordinary Resolutions and the Special Resolutions.**

The undersigned (being the only person who is entitled to vote on the Ordinary Resolutions and the Special Resolutions on the Circulation Date) hereby irrevocably agrees to the Ordinary Resolutions and the Special Resolutions



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**Authorised for and on behalf of  
DAWNAY, DAY INTERNATIONAL LIMITED**

Company Number: 04397988

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**THE COMPANIES ACTS 1985 to 2006**

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**A PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

**OF**

**DAWNAY, DAY INVESTMENT BANKING LIMITED**

**(adopted by special resolution passed on 25 April 2008)**

**PRELIMINARY**

1 In these Articles "Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 and "the Act" means the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force including without limitation any provisions of the Companies Act 2006

2 The regulations contained in Table A shall apply to the Company save insofar as they are excluded or modified by or inconsistent with the articles hereinafter contained and such regulations and articles shall be the Articles of the Company References herein to "Regulations" are to regulations of Table A

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(1) In these Articles -


"Act" means the Companies Act 1985 (including any statutory modification or re-enactment thereof for the time being in force including without limitation any provisions of the Companies Act 2006);

"A Director" means a director appointed under these Articles by a majority of the Shareholders in accordance with Article 19(1)(b);

"Affiliate" means in relation to any Shareholder, any subsidiary undertaking or parent undertaking or any other subsidiary undertaking of that parent undertaking,

"A Shares" means A Ordinary shares of £1.00 each in the capital of the Company having the rights set out in these Articles,

Certified to be a true and fair copy of the original

  
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Director/Company Secretary

“A Shareholder” means a holder of any A Shares being initially Dawnay, Day International Limited,

“B Director” means a director appointed under these Articles by a majority of the B Shareholders in accordance with Article 19(1)(a),

“B Shares” means the B Ordinary shares of £1 00 each in the share capital of the Company having the rights set out in these Articles;

“B Shareholder” means a holder of any B Shares who must be an employee and/or consultant of the Company;

“Bad Leaver” means any person who ceases to be an employee of or consultant to the Company and who is not a Good Leaver,

“Board” means the Board of Directors of the Company;

“Business Day” means a day when banks are open in the City of London for the normal transaction of business,

“Dawnay, Day Group” means any subsidiary undertaking or parent undertaking or any other subsidiary undertaking of that parent undertaking together with any additional company in which Peter Klimt and/or Guy Naggar or persons connected with either of them holds in excess of 50% of the equity share capital whether directly or indirectly;

“Director” means a director of the Company;

“Experts” means the then auditors of the Company unless a Shareholder raises an objection to such appointment whereupon it shall mean a firm of chartered accountants as may be agreed between the Shareholders or, in the absence of agreement, appointed on the application of any Shareholder by the President for the time being of the Institute of Chartered Accountants in England and Wales,

“Good Leaver” means either a person who a majority of the Directors certify is a Good Leaver or a person who ceases to be an employee of or consultant to the Company:

- in circumstances where, as an employee or consultant, he retires at or after the normal retirement age of the Company; or
- as a result of his death; or
- in circumstances where, by virtue of mental or physical ill health (as determined by at least two medical reports from independent medical specialists) he is unable to perform all or substantially all of his duties as an employee of or consultant to the Company for a period of at least 90 Business Days,

- in circumstances where a court or tribunal of competent jurisdiction has decided that an employee has been unfairly dismissed and such decision is not subject to appeal **PROVIDING ALWAYS** that if such proceedings are pending at the time of departure, the Directors shall be able to treat such person as a Bad Leaver until any decision under this sub-article is obtained;

“Ordinary Shares” means Ordinary Shares of £1.00 each in the share capital of the Company having the rights set out in these Articles;

“Ordinary Shareholders” means the holders of the Ordinary Shares from time to time;

“Shares” means shares in the capital of the Company (of whatever class),

“Shareholders” means the then holders of Shares,

“Statutes” means the Act and every other statute, statutory instrument regulation or order for the time being in force concerning companies registered under the Act

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Unless the contrary intention appears words importing the singular number include the plural number and vice versa, words importing one gender include all genders and words importing persons include bodies corporate and unincorporated associations.

Headings to these Articles are inserted for convenience only and shall not affect construction

### **SHARE CAPITAL**

- 3 The authorised share capital of the Company at the date of adoption of these Articles is £14,802,000 divided into 1,000 A Shares, 1,000 B Shares, 3,800,000 “B” Preference Shares, 1,000,000 Preference Shares and 10,000,000 Ordinary Shares

- (1) No Shares shall be allotted without the prior written consent of the holders of all the A Shares then in issue; and
- (2) In accordance with section 91(1) of the Act, Sections 89(1) and 90(1) to (6) inclusive of the Act shall not apply to the Company.

### **DIVIDENDS**

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- (1) The profits of the Company available for distribution may be used to pay non-cumulative dividends to the holders of A shares and/or Ordinary Shares.
- (2) The B Shares shall not carry any rights to an interim or annual dividend

- (3) Notwithstanding the provision in sub-Article 4(2) above, the Board, at its discretion, shall have the power to resolve to make any exceptional declaration and payment of a dividend and to declare such dividend payable to the holders of any class (or all classes) of Shares as it so determines.

### **RETURN OF CAPITAL**

- 5 On any return of assets or capital including, without limitation, on liquidation, administration or similar process, (including upon the redemption of shares of any class or the purchase by the Company of its own Shares) the assets of the Company remaining after payment of its liabilities shall be distributed to the shareholders of the Company pro-rata to their percentage shareholding in the Company at such time.

### **VOTING**

- 6.
- (1) The A Shares and B Shares shall carry one vote per Share. Votes in respect of A Shares and B Shares may be exercised on a show of hands or on a poll by every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy.
- (2) The Ordinary Shares shall not carry any votes but shall entitle the holders thereof to receive notice of general meetings of the Company and shall entitle them to attend such meetings.

### **CLASS RIGHTS**

- 7 Whenever the capital of the Company is divided into different classes of Shares, the special rights attaching to any class of shares may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of not less than 50% of the issued Shares of the relevant class. Without prejudice to the generality of this Article 7, the special rights attaching to each of the Ordinary Shares and the A Shares and the B Shares shall be deemed to be varied

- (1) by the Company:
- (a) altering its memorandum or articles of association or accounting reference date; or
- (b) varying in any way (whether directly or indirectly) the rights attaching to any of the Shares; or
- (c) applying by way of capitalisation any sum in or towards paying up any Share or loan capital of the Company; or
- (d) entering into any contract to purchase any Shares, or

- (e) redeeming any Shares, or
- (f) passing a resolution that the Company be wound up;
- (g) by the Company or any of its subsidiaries.
- (h) altering, increasing, reducing, sub-dividing or consolidating its authorised or issued share capital, or
- (i) granting any option or other right to subscribe for shares in its capital, or
- (j) disposing of its undertaking or any substantial part thereof

### **LIEN**

8. Regulation 8 of Table A shall apply as if the words “(not being a fully paid share)” were deleted

### **TRANSFER OF SHARES**

9. Other than a transfer of A Shares to another member of the Dawnay Day Group, no Shares shall be transferred without the prior written consent of the holders of not less than 50% of the A Shares B Shares may only be held by employees and/or consultants of the Company. A transfer referred to in this Article 9 shall be deemed to be a “Permitted Transfer”.
- 10.
- (1) Subject always to the provisions of Article 9 above, every Shareholder who wishes to transfer his Shares or any of them (hereinafter referred to as a “**Vendor**”) shall notify the Directors of the Company in writing of his wish so to do Such notification (hereinafter called a “**Transfer Notice**”) shall appoint the Directors as his agent for the sale of such Shares (hereinafter called “**the Sale Shares**”) at the fair value (as hereinafter defined) and (save as hereinafter provided) shall not be withdrawn. For the purposes of the following sub-Articles, any appointee of the Vendor on the Board shall not be eligible to vote or otherwise participate in the deliberations of the Directors in respect of the following transfer procedures
  - (2) For the purposes of this Article 10, the fair value of the Sale Shares that are the subject of the Transfer Notice shall be determined as follows:-
    - (a) if the Vendor has received a bona fide offer from any third party for all of the Sale Shares (the “**Offer**”) then the fair value shall be the purchase price contained in the Offer,
    - (b) if no Offer has been received then the fair value shall be the price agreed between the Vendor and the Directors or, failing such agreement, such price which the Experts state in writing to be in their opinion the fair value of the Sale Shares (the “**Experts’ Fair Value**”) based on the following criteria:-

- (i) on a sale of the Sale Shares as between a willing seller and a willing bona fide unconnected purchaser,
- (ii) (excluding the value of goodwill attributable exclusively to any "Dawnay, Day" name utilised by the Company but including all other goodwill of the Company and its businesses,
- (iii) having regard to the effect of the departure of the Vendor from the management of the Company (if applicable);
- (iv) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so; and

with discount or enhancement by reference to whether the Sale Shares represent a minority or majority holding of such class of Shares. In stating the Experts Fair Value the Experts (whose charges shall be borne by the Company) shall act as experts and not as arbitrators and their decision shall be final and binding on all Shareholders.

- (3) In respect of a determination under sub-Article (2)(b) above, in the event of the Experts' Fair Value not being acceptable to the Vendor he may give notice in writing to the Directors within 10 Business Days of the issue of the certificate as aforesaid to withdraw the Transfer Notice. If the Vendor gives notice hereunder, he shall bear the whole of the fees and expenses of obtaining any such Experts Fair Value as aforesaid
- (4) Forthwith upon the fair value being so agreed as aforesaid, or if (the price having been determined as aforesaid) the Vendor has not given a notice withdrawing the Transfer Notice within the period of 10 Business Days pursuant to sub-Article (3) above, the Directors, in their sole discretion, will decide whether any proportion of the Sale Shares are to be purchased by the Company, or whether they are to be offered for sale to certain of the Shareholders of the Company as is more fully described below in this sub-Article. If any proportion of the Sale Shares is to be so offered to the Shareholders, the Directors shall
  - (a) forthwith give notice of the number and price (being the fair value (as defined above)) of the Sale Shares on offer in the first place
    - (i) in the case of A Shares to the other A Shareholders (other than the Vendor); or
    - (ii) in the case of B Shares to the other B Shareholders (other than the Vendor), and
    - (iii) in the case of the Ordinary Shares, to the other Ordinary Shareholders (other than the Vendor).



- (b) invite each such Shareholder to state in writing within 20 Business Days from the date of the notice whether he is willing to purchase any of the Sale Shares at such price and, if so, the maximum number thereof.

At the expiration of the time limit set out in the notice the Directors shall allocate such number of the Sale Shares to such Shareholders who shall have notified the Directors of their willingness to purchase the Sale Shares and (if more than one) as nearly as may be in proportion to the number of Shares of the same class as the Sale Shares held by them respectively at the date of the notice and such Shareholders shall thereupon become bound to purchase the same at the fair value. No person shall be obliged to take more than the maximum number of Shares so notified by him as aforesaid.

- (5) Completion of the sales in accordance with the preceding sub-Articles, shall be conditional upon a Shareholder or Shareholders being found to purchase all the Sale Shares that are offered to certain of the Shareholders for purchase as described in sub-Article (4) above. If the Directors shall be unable to find a Shareholder or Shareholders to purchase all the Sale Shares that are so offered, following the expiration of the offers under sub-Article (4) above the Board, in its sole discretion, shall decide to whom the Sale Shares are next offered or, in its sole discretion, may decide that the Sale Shares or any proportion of them are to be purchased by the Company
- (6) The Vendor shall be bound, upon receipt of payment of the fair value (as defined in sub-Article (3) above) to transfer the Sale Shares which have been allocated to the other Shareholders, pursuant to sub-Article (5) above to such other Shareholders. If, after becoming so bound, the Vendor makes default in transferring the Sale Shares, the Company may receive the purchase money on behalf of the Vendor and the Vendor shall be deemed to have irrevocably appointed any Director as his duly appointed agent with full power to execute, complete and deliver on behalf of the Vendor a transfer or transfers of the Sale Shares to the applicable other Shareholder(s) and, upon execution of such transfer(s), the Company shall hold the purchase money in trust for the Vendor but without interest. The receipt of the Company for the purchase money shall be a good discharge to each purchaser and, after his name has been entered in the Register of Members of the Company, the validity of the proceedings shall not be questioned by any person. The purchase money shall be paid to the Vendor upon delivery up to the Company of his certificate or certificates for the Sale Shares
- (7) If an offer is accepted by the holders of not less than 50% of the A Shares in issue (a "**Drag Along Offer**") and includes a term requiring the sale to a third party purchaser (the "**Proposed Purchaser**") of all the Shares held by the other members of the Company (the "**Remaining Shareholders**") the holders of such A Shares shall not be required to issue a Transfer Notice to the Directors in accordance with sub-Article (1) above but can instead provide written notice to the Directors (a "**Drag Along Notice**") requiring the sale of the shares held by the Remaining Shareholders (the "**Remaining Shares**"). Such a Drag Along Notice will be considered prior written consent for the

purposes of Article 9 above. On receipt of such Drag Along Notice, the Directors shall immediately forward a copy of it to each of the Remaining Shareholders, who shall thereupon be entitled to and/or obliged to transfer all of the Remaining Shares to the Proposed Purchaser at, in respect of each class of Share included in the Sale Shares, the same price per Share as is being offered for the A Shares as is set out in the Drag Along Offer (**"the Drag Along Right"**)

- (8) If an offer is made to the holders of not less than 50% of the A Shares in issue (for the purposes of this sub-Article, a **"Tag Along Offer"**) which does not include a term requiring the sale to the offeror (the **"Tag Along Proposed Purchaser"**) of all the B Shares then in issue, any B Shareholder can issue written notice to the Directors (a **"Tag Along Notice"**). Such a Tag Along Notice will be considered written consent for the purposes of article 9 above. On receipt of such a Tag Along Notice, the Directors shall immediately forward a copy of it to each of the A Shareholders whose A Shares are the subject of the Tag Along Offer. The effect of such a Tag Along Notice is that no transfer of the A Shares subject to the Tag Along Offer can be made unless such proposed transferor(s) shall have procured a binding written offer to be made by the Tag Along Proposed Purchaser (or any person or persons acting in concert with him) to the B Shareholders that have issued such a Tag Along Notice (the **"Tagging B Shareholders"**) to acquire the B Shares held by the Tagging B Shareholders as part of the Tag Along Offer at the same price per Share as is being offered for the A Shares in the Tag Along Offer. Such a binding written offer must be kept open for at least 30 days from the delivery to the B Shareholders of such binding written offer (the **"Tag Along Right"**)
- (9) Completion of the sale of the Remaining Shares pursuant to exercise of the Drag Along Right shall take place on the date specified in the Drag Along Notice.
- (10) In the event that any Remaining Shareholder fails to carry out the sale of any of Remaining Shares pursuant to exercise of the Drag Along Right the Directors (or any of them) shall authorise some person to execute a transfer of the Remaining Shares to the Proposed Purchaser (or as it may direct) and the Company may give a good receipt for the purchase price of such Remaining Shares and may register the Proposed Purchaser as holder thereof and issue to it (or as it may direct) certificates for the same whereupon the Proposed Purchaser shall be indefeasibly entitled thereto. The Remaining Shareholders shall in such case be bound to deliver up its certificate for the Remaining Shares to the Company whereupon the Remaining Shareholders shall be entitled to receive the consideration (pro rata to their holdings of the Remaining Shares), which shall in the meantime be held by the Company on trust for the Remaining Shareholders but without interest
- (11) The Vendor may only complete a sale pursuant to the Drag Along Offer if -
  - (1) it dispatches a notice within 30 days of accepting the Drag Along Offer notifying all other Remaining Shareholders of the main terms of the

Drag Along Offer and that it has contracted to accept the Drag Along Offer as permitted by this paragraph, such notice to constitute a warranty and representation by the Vendor to the Remaining Shareholders that the Drag Along Offer and the Vendor's acceptance of it is bona fide in all respects to the best of the Vendor's knowledge, information and belief

- (2) the Vendor has used all reasonable endeavours to procure that the Proposed Purchaser has made a binding written offer to the Remaining Shareholders at the same price per Share and on terms that are not worse than those in the Offer that is kept open for at least 30 days from the delivery of the notice sent by the Vendor to the Remaining Shareholders,
  - (3) if an offer in accordance with sub-Article (2) above has been made, and the period mentioned in sub-Article (2) has lapsed or all the Remaining Shareholders have accepted or completed the offer made to them, or
  - (4) an offer in accordance with sub-Article (2) above has not been made to the Remaining Shareholders, but nevertheless the Vendor shall have ensured that the Remaining Shareholders shall be entitled to a simultaneous sale of a similar proportion of their shareholding to the Proposed Purchaser on the same terms and the Vendor shall accordingly reduce the number of Sale Shares it shall sell to the Proposed Purchaser. The Remaining Shareholders may accept and complete an offer made to them by a Proposed Purchaser under sub-Article (10)(2) above and shall not be required or deemed to serve a Transfer Notice
- (12) A transferor of Shares shall be deemed to remain the holder of such Shares until the name of the transferee is entered in the Register of Members of the Company in respect thereof,
  - (13) The Directors shall refuse to register any proposed transfer of a Share other than a transfer made pursuant to or permitted by the foregoing provisions of Article 9 or this Article 10
  - (14) The Directors may decline to register the transfer of a Share on which the Company has a lien.

#### **DEEMED TRANSFER OF SHARES**

- 11. (1) In the event of -
  - (a) the death of any B Shareholder (and/or Permitted Transferee therefrom);  
or
  - (b) any B Shareholder and/or Permitted Transferee therefrom:-
    - (i) in the case of a corporate B Shareholder, taking any action to appoint or suffering the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or all or a

material part of its revenues and assets or having a winding-up or administration order made in relation to it, or

- (ii) in the case of an individual B Shareholder, having a bankruptcy order passed in respect of him; or
- (iii) compounding with or negotiating for any composition with its/his creditors generally or permitting any judgement against it/him to remain unsatisfied for 10 Business Days, or
- (iv) ceasing to be an employee of the Company or a subsidiary of the Company

unless otherwise agreed by a majority decision of the Board the applicable B Shareholder and any Permitted Transferee (who shall be deemed a “Vendor” for the purpose of Article 10) shall be deemed to have served the Company with a Transfer Notice pursuant to Article 10.1 in respect of all the Shares registered in his/their name and all the provisions of Article 10 (as amended/supplemented by the other provisions of these Articles) shall apply save that (a) such Transfer Notice shall not be revocable, and (b) in circumstances where the Transfer Notice was deemed served as a result of the Vendor (including any transferor to a Permitted Transferee) being a Bad Leaver (a “Bad Leaver Event”), the agreed purchase price of all such Shares shall be the amount calculated in accordance with Article 11(2) below. If however it is deemed served when the Vendor is a Good Leaver, the price shall be as calculated in accordance with Article 10 (2)-(3).

- (2) For the purposes of agreeing the price for the Shares in respect of a Transfer Notice deemed served as a result of a Bad Leaver Event, then unless otherwise agreed by a majority decision of the Board, the transfer price for each Share shall be the par value of the Shares.

#### **GENERAL MEETINGS**

- 12. (1) No business shall be transacted at any general meeting unless one person is present (or by proxy) who shall be or shall represent an A Shareholder and if such person is present, the general meeting shall be deemed to be quorate. Any general meeting where a quorum is not present within 15 minutes shall stand adjourned and the Shareholder(s) so present shall reconvene this meeting for a period between 7 to 14 days from such adjourned meeting. Regulation 40 of Table A shall not apply to the Company.
- (2) If at any adjourned meeting such a quorum is not present within fifteen minutes from the time appointed for the adjourned meeting any one A Shareholder present in person or by proxy shall constitute a quorum for the purposes of considering and if thought fit passing such resolution or resolutions. Regulation 41 of Table A shall be amended accordingly.

- 13 A poll may be demanded at any general meeting by the chairman or by any Shareholder present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be amended accordingly.
14. The chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 of Table A shall not apply.
- 15 (1) A general meeting or a meeting of any class of Shareholders may consist of a conference between Shareholders some or all of whom are in different places provided that each Shareholder who participates is able:-
- (a) to hear each of the other participating Shareholders addressing the meeting, and
  - (b) if he so wishes, to address all of the other participating Shareholders simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods
- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Shareholders required to form a quorum
- (3) A meeting held in this way is deemed to take place at the place where the largest group of participating Shareholders is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates.
- (4) A resolution put to the vote of a meeting shall be decided by each Shareholder indicating to the chairman (in such manner as the chairman may direct) whether the Shareholder votes in favour of or against the resolution or abstains Regulations 46 of Table A shall be amended accordingly.
- (5) References in this Article to Shareholders shall include their duly appointed proxies and in the case of corporate Shareholders, their duly authorised representatives

#### **SHAREHOLDERS' RESOLUTIONS**

16. A resolution in writing signed or approved by letter, facsimile, telegram or telex by or on behalf of all the Shareholders who would be entitled to vote on it if it had been proposed at a general meeting or at a meeting of any class of Shareholders shall be as valid and effectual as if it had been passed at a general meeting or at such class meeting (as the case may be) duly convened and held The resolution may be contained in one document or in several documents in like form each stating the terms of the resolution accurately and signed by or on behalf of one or more of the Shareholders.

#### **RESTRICTED VOTES OF MEMBERS**

- 17 The instrument appointing a proxy and any authority under which it is executed (or such copy of the instrument or the authority or both as the Directors may approve)

may be deposited at the place where the meeting or adjourned meeting is to be held at any time before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote. This provision is in addition and without prejudice to the provisions of paragraphs (a), (b) and (c) of Regulation 62 of Table A and the last provision of Regulation 62 shall be amended accordingly.

### **DIRECTORS**

18. The Directors (other than alternate Directors) shall not, unless otherwise determined by an ordinary resolution of the Company, be more than eleven of whom not more than five shall be B Directors and not more than six shall be A Directors Regulation 64 of Table A shall not apply to the Company
19. (1) Subject to the limits in these Articles on the number of Directors and the provisions and operation of Article 18 -
  - (a) and the B Shareholders may by written notice to the Board at any time appoint up to five persons as B Directors, and thereafter remove and replace such persons as B Directors or any of them by written notice to the Board and the initial B Directors shall be Gerald Raingold, Jonathan Garbett and Adam Pollock; and
  - (b) the A Shareholders may by written notice to the Board at any time appoint up to six persons as A Directors, and thereafter remove and replace such persons as A Directors or any of them by written notice to the Board and the initial A Directors shall be Alka Bali, Guy Naggar and David Gelber.
20. A Director need not be a member of the Company A Director who is not a member of the Company shall be entitled to receive notice of, attend and speak at general meetings
21. (1) A Director may -
  - (a) be interested in, directly or indirectly, any transaction or arrangement with the Company or in which the Company is otherwise interested; and
  - (b) hold and be remunerated in respect of any office (except the office of auditor) or place of profit under the Company and he or any firm of which he is a partner may act in a professional capacity for the Company and be remunerated in respect of any such services

(2) Regulation 85 of Table A shall be amended accordingly.
22. The Directors shall not be subject to retirement by rotation and Regulations 76 to 80 (inclusive) of Table A shall not apply.
23. No Director shall be appointed otherwise than as provided in these Articles Regulation 90 of Table A shall apply as if the words "filling vacancies or of" were deleted

### **ALTERNATE DIRECTORS**

- 24 (1) In addition to the persons mentioned in Regulation 65 of Table A, any Director (other than an alternate director) may appoint a director of any holding company of the Company or of any other subsidiary of that holding company or any person approved by a majority of the other Directors to act as an alternate Director
- (2) An alternate Director shall be entitled to receive notice of all meetings of Directors, to attend and to vote at any such meeting at which the Director appointing him is not personally present and at that meeting to exercise and discharge all the functions, powers and duties of his appointor as a Director and for the purposes of the proceedings at that meeting the provisions of these Articles shall apply as if he was a Director Regulation 66 of Table A shall not apply
- (3) Every person acting as an alternate Director shall have one vote for each Director for whom he acts as alternate, in addition to his own vote if he is also a Director, but he shall count as only one for the purpose of determining whether a quorum is present The last sentence of each of Regulations 88 and 89 of Table A shall not apply.
- (4) Any person appointed as an alternate Director shall vacate his office as an alternate Director if the Director by whom he has been appointed ceases to be a Director or removes him or on the happening of any event which, if he is or were a Director, causes or would cause him to vacate that office Regulation 67 of Table A shall not apply.
- (5) An alternate Director shall alone be responsible to the Company for his acts and defaults and shall not be deemed to be the agent of the Director appointing him Regulation 69 of Table A shall not apply

### **POWERS OF DIRECTORS**

- 25 (1) The powers of the Directors mentioned in Regulation 87 of Table A shall be exercisable as if the word “**executive**” (which appears before the word “**office**”) were deleted
- (2) Without prejudice to any other of their powers, the directors may exercise any of the powers conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation of the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries

### **PROCEEDINGS OF DIRECTORS**

26. A quorum will be present at any meeting convened for the transaction of business provided always that a minimum of one A Director is present at such meeting.. The first sentence of Regulation 89 of Table A shall not apply.

27. (1) In the case of an equality of votes at any meeting of the Directors or a committee of the Directors, the chairman of the meeting shall not have a second or casting vote Regulation 88 of Table A shall be amended accordingly.
- (2) Questions arising at any meeting of the Directors or of any committee of the Directors shall be decided by a majority of votes
28. Provided that he has disclosed to the other Directors involved in the vote the nature and extent of any material interest of his, a Director may vote as a Director on a resolution concerning any matter in which he has, directly or indirectly, an interest or duty and, if he votes, his vote shall be counted and he shall be counted in the quorum when that resolution or matter is under consideration Regulations 94 to 96 (inclusive) of Table A shall not apply
29. Notices of meetings of the Directors shall be given to all Directors and to any alternate Directors appointed by them Regulation 88 of Table A shall be amended accordingly.
30. Regulation 93 of Table A (written resolutions of directors) shall apply as if the word "signed" included "approved by letter, facsimile, telegram or telex".
31. (1) A meeting of the Directors may consist of a conference between Directors some or all of whom are in different places provided that each Director who participates is able:-
- (a) to hear each of the other participating Directors addressing the meeting, and
- (b) if he so wishes, to address all of the other participating Directors simultaneously, whether directly, by conference telephone or by any other form of communications equipment (whether in use when these Articles are adopted or not) or by a combination of those methods
- (2) A quorum is deemed to be present if those conditions are satisfied in respect of at least the number of Directors required to form a quorum
- (3) A meeting held in this way is deemed to take place at the place where the largest group of participating Directors is assembled or, if no such group is readily identifiable, at the place from where the chairman of the meeting participates

### **EXECUTIVE DIRECTORS**

32. (1) The Directors may appoint one or more of their number to any executive office in the Company, (including but without limitation, that of chairman, managing director or joint managing director) for such period and on such terms as they think fit, and may revoke or terminate any appointment so made without prejudice to any claim for damages for breach of any agreement between the Director and the Company



- (2) The remuneration of any Director appointed to any executive office shall be fixed by the directors and may be by way of salary, commission, participation in profits and either in addition to or inclusive of his remuneration as a Director

#### **INDEMNITY**

- 33 (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 all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or 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 the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part 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
- (2) The Company may purchase and maintain insurance against any liability falling upon its Directors or other officers or auditors which arises out of their respective duties to the Company or in relation to its affairs