

**THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
DUNWILCO (1055) LIMITED  
(Registered Number 4750376)  
(the "Company")**

**WRITTEN RESOLUTIONS**

On 23 July 2003, the following ordinary and special resolutions were passed pursuant to Section 381A of the Companies Act 1985:-

"THAT:-

**Ordinary Resolutions**

1. That the current issued and unissued shares in the Company be redesignated as A Shares.
2. That the authorised Share Capital of the Company be increased from £1,000 to £20,250,000 by the creation of 9,617,750 A Shares, 9,618,750 B Shares and 1,012,500 C Shares having the rights and being subject to the restrictions set out in the articles of association, as proposed to be adopted by the special resolution below.


**Special Resolutions**

3. That the new articles of association in the form attached hereto and signed for the purposes of identification by a Director of the Company be adopted as the new articles of association of the Company in substitution for and to the exclusion of the existing articles of association.
4. That pursuant to Section 95(1) of the Act the Directors are hereby authorised to allot equity securities pursuant to the authority contained in Article 4.1 of the new articles of association adapted pursuant to special resolution no 3 above as if Section 89(1) of the Act did not apply to the allotment.

  
Director/ Secretary

23 July 2003



  
.....  
Director

**THE COMPANIES ACT 1985**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**DUNWILCO (1055) LIMITED**

**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**DUNWILCO (1055) LIMITED**

**(the "Company")**

(adopted by special resolution on *23 July* 2003)

**PRELIMINARY**

- I. Regulations 8, 24, 33, 50, 64, 73 to 75 inclusive, 80, 94 and 95 of Table A shall not apply to the Company and the following Regulations thereof shall be modified: Regulation 6 by the deletion of the words sealed with the seal" and the substitution of the words "executed in terms of section 36B of the Act";

Regulation 32 by the addition to the original paragraph (b) of the words "but so that any such consolidation and/or division shall not result in any member becoming entitled to fractions of a share";

Regulation 40 by the addition at the end of the second sentence of the words "provided that if the Company shall have only one member, one member present in person or by proxy shall be a quorum";

Regulation 46 by the deletion of paragraphs (a) to (d) inclusive and the substitution of the words "by the chairman or by any person present entitled to vote upon the business to be transacted;";

Regulation 54 by the addition of the words "or by proxy" between the words "vote," and "shall" and the words "fully paid" between the words "every" and "share";

Regulation 66 by the addition of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)" between the words "shall" and "be";

Regulation 67 by the deletion of the words from "but" where it first appears on line 2 thereof until the end;

Regulation 72 by the addition of the words "Any committee shall have power, unless the Directors direct otherwise, to co-opt as a member or members of the committee for any specific purposes any person, or persons, not being a Director of the Company." at the end;

Regulation 76 by the deletion of the words "other than a director retiring by rotation", "or reappointed" and "or reappointment" each time they appear;

Regulation 77 by the deletion of the words "(other than a director retiring by rotation at the meeting)", "or reappointment" and "or reappointed" each time they appear;

Regulation 78 by the deletion of the words "and may also determine the rotation in which any additional directors are to retire";

Regulation 79 by the deletion of the second and third sentences;

Regulation 82 by the addition of the words "by way of Directors' fees" shall be inserted between the words "remuneration" and "as"

Regulation 84 by the addition of the words "Unless the contrary shall be provided in the terms of his appointment" at the beginning of the third sentence and the deletion of the fourth sentence; and

Regulation 85(c) by the addition of the words ", subject to the terms of any contract of employment between the Company and the Director," between the words "shall" and "not".

Unless otherwise required by the context of the Articles, words or expressions which are defined in Table A shall have the same meaning in the Articles.

Unless otherwise required by the context of the Articles, words importing the singular only shall include the plural and *vice versa*; words importing any gender shall include the other genders; and words importing natural persons shall include corporations and *vice versa*.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 In these Articles, unless the context requires otherwise:

"**A Shares**" means the A ordinary shares of £1 each in the capital of the Company from time to time;

"**A Shareholders**" means the holders from time to time of all the A Shares;

"**Act**" means the Companies Act 1985 as amended by the Companies Act 1989;

"**Acting in Concert**" means as defined in the City Code on Takeovers and Mergers as in force and construed on the date of adoption of these Articles of Association;

"**Board**" means the board of directors of the Company from time to time;

"**B Shares**" means the B ordinary shares of £1 each in the capital of the Company from time to time;

"**B Shareholders**" means the holders from time to time of all the B Shares;

"**C Shares**" means the C ordinary shares of £1 each in the capital of the Company from time to time;

"**C Shareholders**" means the holders from time to time of all the C Shares;

"**Change of Control**" means the acquisition whether by purchase, transfer, renunciation or otherwise but excluding a transfer of Shares made in accordance with Article 7 by any person not a member of the Company at the date of adoption of these Articles of Association ("a

Third Party Purchaser") of any interest in any Shares if, upon completion of that acquisition, the Third Party Purchaser, together with persons Acting in Concert or Connected with him, would hold more than 50% in nominal value of any class of the Shares;

**"Connected"** means as defined by section 839 of the Income and Corporation Taxes Act 1988;

**"Group"** means the Company, and any company which is from time to time a holding company of the Company or a subsidiary undertaking of the Company or such holding company;

**"Loan Stock"** means £20,250,000 Floating Rate Secured Loan Stock to be issued by the Company;

**"Member"** means any registered holder of a Share;

**"Ordinary Majority"** means the holder or holders of at least 50% of the Shares in issue;

**"Shares"** means the A Shares, the B Shares and the C Shares and "Share" means a share in the capital of the Company of whatever class;

**"Shareholder"** means any or all of the A Shareholders and/or the B Shareholders and/or the C Shareholders for the time being as the case may be, and "Shareholders" shall be construed accordingly;

**"Table A"** means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985;

**"Third Party Purchaser"** has the meaning ascribed to it in the definition of "Change of Control" and where the relevant acquisition was effected by the renunciation of a renounceable letter of allotment, shall include the relevant renounee; and

**"Valuers"** means the auditors of the Company from time to time.

- 1.2 The regulations of Table A shall be incorporated into and form part of these Articles and shall apply to the Company insofar as such regulations are not excluded, altered or modified by or inconsistent with this document.
- 1.3 These Articles and the regulations incorporated into them shall take effect subject to the requirements of the Act and of every other statute for the time being in force affecting the Company.
- 1.4 In these Articles where the context so permits:
  - (a) words importing the singular number only shall include the plural number, and vice versa;
  - (b) words importing the masculine gender only shall include the feminine gender;
  - (c) a "person" includes any individual, firm, company or other body corporate, corporation, government, state or agency of state, trust or foundation, or any association, partnership or unincorporated body (whether or not having separate legal personality and wherever incorporated or established) or two or more of the foregoing; and

(d) the expression "paid up" shall include credited as paid up.

1.5 References in these Articles to Regulations are to regulations in Table A and references to an Article by number are to a particular Article of these Articles.

1.6 Words and expressions defined in or for the purposes of the Act or Table A shall, unless these Articles provide otherwise, have the same meaning in these Articles.

1.7 Words and expressions defined elsewhere in these Articles shall bear the meanings thereby ascribed to them.

1.8 Headings used in these Articles shall not affect their construction or interpretation.

## **2. AUTHORISED SHARE CAPITAL**

2.1 The Company is a private company as defined by Section 1 of the Act and accordingly any offer to the public (whether for cash or otherwise) of any shares in or debentures of the Company or any allotment of or agreement to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of these shares or debentures being offered for sale to the public shall be prohibited.

2.2 The authorised share capital of the Company at the date of the adoption of these Articles is £20,250,000 divided into 9,618,750 A Shares, 9,618,750 B Shares and 1,012,500 C Shares.

2.3 Except as otherwise provided in these Articles the A Shares, the B Shares and the C Shares shall rank *pari passu* in all respects but shall to the extent specifically provided in these Articles (but not otherwise) be separate classes of shares.

## **3 VARIATION OF CLASS RIGHTS**

3.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may (unless otherwise provided by the terms of issue of the shares of that class) be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of three quarters of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued shares of that class, but not otherwise.

3.2 To every separate general meeting referred to in Article 3.1 all the provisions of these Articles relating to general meetings of the Company and to the proceedings at those meetings shall, with the necessary changes, apply, except that:

- (a) the necessary quorum at any such meeting (other than an adjourned meeting) shall be two persons holding or representing by proxy not less than 30% in nominal amount of the issued shares of the class (unless only one person holds issued shares of the class in which event such quorum shall be one person holding such shares);
- (b) at an adjourned meeting the necessary quorum shall be one person holding shares of the class or his proxy;
- (c) the holders of shares of the relevant class shall on a poll have one vote in respect of every share of that class held by them respectively; and
- (d) a poll may be demanded by any holder of shares of the class whether present in person or by proxy.

**4. ISSUES OF SHARES**

- 4.1 Subject as provided in these Articles, the Directors of the Company are hereby authorised pursuant to section 80 of the Act generally to exercise each and every power of the Company to allot and issue relevant securities (as defined in that section) up to a maximum amount in nominal value of £20,249,999, such authority is to expire on the day 5 years after the date of the adoption of these Articles.
- 4.2 The Company is hereby allowed to make before the authority conferred by Article 4.1 has expired one or more offers or agreements which would or might require relevant securities (as so defined) to be allotted after such authority has expired and the Directors may allot relevant securities (as so defined) after such authority conferred by Article 4.1 has expired in pursuance of each and every such offer or agreement made by the Company.
- 4.3 The authority conferred by this Article 4 is in substitution for each (if any) other authority already given pursuant to the said section 80 whether contained in earlier articles of association of the Company or otherwise and each (if any) such earlier authority is hereby revoked but without prejudice to the validity of any allotment offer or agreement made pursuant to any such earlier authority before the date of adoption of these Articles.

**5 LIEN**

- 5.1 The lien conferred by Regulation 8 shall attach to all Shares of any class whether fully paid or not, and to all Shares registered in the name of any Member for all money presently payable by him to the Company, whether he is their sole registered holder or one of two or more joint holders. Regulation 8 shall be modified accordingly.
- 5.2 All Shares to be sold in the enforcement of the Company's lien or rights of forfeiture shall be offered in accordance with Article 9 (Compulsory Transfers) as if a Deemed Transfer Notice were deemed given in respect of such Shares.

**6 TRANSFER OF SHARES - GENERAL PROVISIONS**

- 6.1.1 Notwithstanding any other provisions of these Articles of Association, the Board shall not register any transfer of a Share or in an interest in a Share within the period of two years from the date of adoption of these Articles of Association unless the transfer:
- (a) is permitted by Article 7 (Permitted Transfers); or
  - (b) is made in accordance with Article 9 (Compulsory Transfers);
- and, in each such case, is not prohibited under Article 10 (Prohibited Transfers).
- 6.1.2 Following the date two years from the date of adoption of these Articles of Association, the Board shall not register the transfer of a Share or an interest in a Share unless the transfer:
- (a) is permitted by Article 7 (Permitted Transfers); or
  - (b) made in accordance with Article 8 (Voluntary Transfers) or Article 9 (Compulsory Transfers);
- and, in any such case, is not prohibited under Article 10 (Prohibited Transfers).

- 6.2 For the purpose of ensuring that a transfer of Shares is in accordance with these Articles or that no circumstances have arisen whereby a Member may be bound to give or be deemed to have given a Transfer Notice the Board may from time to time require any Member or any person named as transferee in any transfer lodged for registration to furnish to the Board such information and evidence as they deem reasonably relevant for such purpose.
- 6.3 Failing such information or evidence being furnished to their reasonable satisfaction within a reasonable time after request under Article 6.2 the Board may in their absolute discretion refuse to register the transfer in question or require by notice in writing to the Member(s) concerned that a Transfer Notice be given in respect of the Shares concerned.
- 6.4 If such information or evidence requested under Article 6.2 discloses to the satisfaction of the Board that circumstances have arisen whereby a Member is bound to give or is deemed to have given a Transfer Notice the Board may in their absolute discretion by notice in writing to the Member(s) concerned require that a Transfer Notice be given in respect of the Shares concerned.
- 6.5 An obligation to transfer a Share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such Share free from any lien, charge or encumbrance.
- 6.6 Regulations 30 and 31 shall be modified to reflect the provisions of this Article 6 and Articles 7 to 10 (inclusive).

## **7. PERMITTED TRANSFERS**

### **7.1 Definitions**

For the purposes of Article 7, Article 8 and Article 9:

(a) "Associate" means:

- (i) in relation to a person, an associated company of that person or a person who is Connected with that person (and whether a person or an associated company is so Connected shall be determined in accordance with Sections 416 and 839 of the Income and Corporation Taxes Act 1988 save that in construing Section 839 the term "control" shall have the meaning given by Section 840 or Section 416 of that Act so that there shall be control wherever either of the said Sections would so require); and
- (ii) in relation to a company, any subsidiary or subsidiary undertaking or holding company of such company and any other subsidiary or subsidiary undertaking of any holding company of such company;

(b) "Control" means, in relation to a body corporate, the power of a person to secure that its affairs are conducted in accordance with the wishes of that person:-

- (i) by means of the holding of shares or the possession of voting power in or in relation to that or any other body corporate; or
- (ii) by virtue of any powers conferred by the articles of association or any other document regulating that or any other body corporate;

- (c) "Family Member" means, in relation to a Member or Thomas Blane Hunter, any of his spouse (or widow or widower), children and grandchildren (including step and adopted children and grandchildren);
- (d) "TBH Partnership" means any partnership in which Thomas Blane Hunter owns not less than 75% of the economic and voting interest; and
- (e) "Thomas Blane Hunter" means Thomas Blane Hunter of the Paddock, Southwood Road, Troon, Scotland.
- (f) "a member of the same group" means, in relation to a body corporate, any other body corporate which is for the time being a holding company of that body corporate or a subsidiary of that body corporate or a subsidiary of any holding company of which that body corporate is also a subsidiary; and
- (g) "permitted transfer" means any transfer of Shares expressly permitted under this Article 7.

## **7.2 Groups of Companies/Associates**

- (a) Any A Shareholder or B Shareholder or C Shareholder which is a body corporate may at any time transfer any Shares held by it to a member of the same group or an Associate, provided such proposed transferee enters into a deed of adherence to any shareholders agreement in force in respect of the Company at the relevant time in terms acceptable to the Board.
- (b) Where Shares have been transferred under Article 7.2(a) (whether directly or indirectly or by a series of such transfers) from a Member (the "Transferor") to a member of the same group as the Transferor or an Associate of the Transferor (the "Transferee") and subsequent to such transfer the Transferee ceases to be a member of that group or an Associate of the Transferor the Transferee shall forthwith transfer all the Shares held by it to the Transferor, for such consideration as they agree and in default of so doing within 28 days of the date upon which the Transferee ceases to be a member of the same group or an Associate of the Transferor, the Transferee shall forthwith be deemed to have served a Deemed Transfer Notice (as defined in Article 9) in respect of such Shares.

## **7.3 Thomas Blane Hunter**

A Member may transfer all or any part of its holding of Shares at any time to:

- (a) a TBH Partnership;
- (b) any company, Control over which is at the relevant time exercised by Thomas Blane Hunter, any Family Member of Thomas Blane Hunter, or a TBH Partnership;
- (c) any trust of which Thomas Blane Hunter is a trustee, or the settlor, or a beneficiary;
- (d) any company, Control over which is at the relevant time exercised by any trust of which Thomas Blane Hunter is a trustee, or the settlor or a beneficiary
- (e) any Family Member of Thomas Blane Hunter.

**7.4 With Consent**

A Member may transfer Shares to any person at any time with the prior written consent of all Members (such consent not to be unreasonably withheld or delayed providing the Members consider, in their reasonable opinion, that the identity of the proposed transferee and the proposed transfer shall not adversely affect the reputation of the Company and/or the Members or any of them). PROVIDED THAT where a member also holds Loan Stock there is also transferred to such person such proportion of such member's holding of Loan Stock as equals the proportion of that Member's Shares being transferred. The foregoing requirement to transfer Loan Stock shall not apply to a transfer of Shares permitted under Article 7.2 or 7.3.

**7.5 Entire Interest**

Any transfer of any Share pursuant to this Article 7 shall only be treated as a permitted transfer for the purposes of these Articles if it is a transfer of the entire legal and beneficial interest in such share, free from any lien, charge or other encumbrance.

**8 VOLUNTARY TRANSFERS**

8.1 Except as expressly permitted under Article 7 (Permitted Transfers), any Member who wishes to transfer any Share (a "Vendor") shall before transferring or agreeing to transfer such Share or any interest in it, serve notice in writing (a "Transfer Notice") on the Company of his wish to make that transfer. Save as expressly permitted by Article 7 and subject always to Article 10, a Member who wishes to transfer an interest in a Share (but not the Share itself) may do so only with the prior approval of all Members.

8.2 In the Transfer Notice the Vendor shall specify:

- (a) the number of Shares which he wishes to transfer ("Sale Shares");
- (b) the identity of the person (if any) to whom the Vendor wishes to transfer the Sale Shares;
- (c) the price per share at which the Vendor wishes to transfer the Sale Shares (the "Proposed Price");
- (d) any other terms relating to the transfer of the Sale Shares; and
- (e) whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 8 (a "Total Transfer Condition").

8.3 Each Transfer Notice shall:

- (a) relate to one class of Share only;
- (b) constitute the Company as the agent of the Vendor for the sale of the Sale Shares on the terms of this Article 8;
- (c) save as provided in Article 8.5, be irrevocable; and
- (d) not contain or be deemed to contain a Total Transfer Condition unless the same is both expressly stated therein and permitted by these Articles.

- 8.4 The Sale Shares shall be offered for purchase in accordance with this Article 8 to the persons set out in Article 8.8 at a price per Sale Share (the "Sale Price") agreed between the Vendor and the purchaser or, in default of such agreement by the end of the 20th day after the date of service of the Transfer Notice, the lower of:
- (a) the Proposed Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 20th day; and
  - (b) if the purchaser so elects within that 20 day period after the date of service of the Transfer Notice, the price per share reported on by the Valuers as their written opinion of the value of each Sale Share in accordance with Article 8.14 (the "Value") as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report).
- 8.5 If the Value is reported on by the Valuers under Article 8.4(b) to be less than the Proposed Price, the Vendor may revoke the Transfer Notice by written notice given to the Board within the period of 7 days after the date the Board serves on the Vendor the Valuers' written opinion of the Value (the "Withdrawal Period").
- 8.6 The Board shall give a notice (an "Offer Notice") to all Members to whom the Sale Shares are to be offered in accordance with these Articles within 10 days of the determination of the Sale Price in respect of all the Sale Shares.
- 8.7 An Offer Notice shall expire 15 days after its service and shall:
- (a) specify the Sale Price;
  - (b) contain the other information set out in the Transfer Notice; and
  - (c) invite the relevant offerees to apply in writing, before expiry of the Offer Notice, to purchase the numbers of Shares specified by them in their application.
- 8.8 Sale Shares of a particular class specified in column (1) in the table below shall be offered:
- (a) by an Offer Notice in the first instance to all persons in the category set out in the corresponding line in column (2) in the table below; and
  - (b) by an Offer Notice served within 10 days after expiry of an Offer Notice served pursuant to Article 8.8(a) to the extent not accepted by persons in column (2), to all persons in the category set out in the corresponding line in column (3) in the table below, (but no Shares shall be treated as offered to the Vendor or any other Member who is then bound to give, has given or is deemed to have given a Transfer Notice).

(1) Class of Sale Shares	(2) First Stage Offer to	(3) Second Stage Offer to
A Shares	Holders of A Shares pro rata to their holdings of such shares	Holders of B Shares and holders of C Shares pro rata to their respective holdings of such shares
B Shares	Holders of B Shares pro rata to their holdings of such shares	Holders of A Shares and holders of C Shares pro rata to their

		respective holdings of such shares
C Shares	Holders of C Shares pro rata to their holdings of such Shares	Holders of A Shares and holders of B Shares pro rata to their respective holdings of such shares

- 8.9 After the expiry date of the Offer Notice, (or, if earlier, after valid applications being received for all the Sale Shares in accordance with Article 8.7), the Board shall, in the priorities and in respect of each class of persons set out in the columns in the table in Article 8.8(b), allocate the Sale Shares in accordance with the applications received, subject to the other provisions of these Articles and Table A, save that:
- (a) if there are applications from any class of offerees for more than the number of Sale Shares available for that class of offerees, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any Member more Sale Shares than the maximum number applied for by him) to the number of Shares of the class which entitles them to receive such offer then held by them respectively.
  - (b) if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst the applicants of each class in such manner as the Board shall think fit; and
  - (c) if the Transfer Notice contained a Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 8.10 Within 5 days of the expiry date of the last Offer Notice, the Board shall give notice in writing (a "Sale Notice") to the Vendor and to each person to whom Sale Shares have been allocated (each a "Purchaser") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the total price payable for them.
- 8.11 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice when the Vendor shall, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, transfer those Sale Shares and deliver the relative share certificates to that Purchaser.
- 8.12 The Vendor may, during the period of 60 days commencing 20 days after the expiry date of the last Offer Notice, sell all or any of those Sale Shares for which a Sale Notice has not been given by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:
- (a) the Vendor may not transfer any such Share and the Board shall not register any transfer to a transferee who is not at that date a Member unless such transferee is first approved in writing by the Members (such consent not to be unreasonably withheld or delayed providing the Members consider, in their reasonable opinion that the identity of the proposed transferee and the proposed transfer shall not adversely affect the reputation of the Company and/or the Members or any of them); and
  - (b) if the Transfer Notice contained a Total Transfer Condition, the Vendor shall not be entitled, save with the written consent of all the other Members, to sell only some of the Sale Shares under this Article 8.12.

- 8.13 If a Vendor fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 8:
- (a) the Board may authorise any person (who shall be deemed to be irrevocably appointed as the attorney of that Vendor for the purpose) to execute the necessary transfer of such Sale Shares and deliver it on the Vendor's behalf,
  - (b) the Company may receive the purchase money for such Sale Shares from the Purchaser and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Purchaser as the holder of such Sale Shares;
  - (c) the Company shall hold such purchase money in a separate bank account on trust for the Vendor but shall not be bound to earn or pay interest on any money so held;
  - (d) the Company's receipt for such purchase money shall be a good discharge to the Purchaser who shall not be bound to see to the application of it; and
  - (e) after the name of the Purchaser has been entered in the register of Members in purported exercise of the power conferred by this Article 8.13, the validity of the proceedings shall not be questioned by any person.
- 8.14 if instructed to report on their opinion of Value under Article 8.4(b) or otherwise the Valuers shall:
- (a) act as expert and not as arbiter and their written determination shall be final and binding on the Members (except in the case of manifest error); and
  - (b) proceed on the basis that the value of each Sale Share shall be the net asset value of the Company as at the date of the Transfer Notice divided by the number of issued Shares but so that for this purpose the Shares shall be valued as if they were one and the same class and sold ex dividend but taking no account of any premium or any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares.
- 8.15 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Value to the Board and to the Vendor within 28 days of being requested to do so.
- 8.16 The Valuers' fees for reporting on their opinion of the Value shall be paid as to one half by the Vendor and as to the other half by the Purchasers pro rata to the number of Sale Shares purchased by them unless:
- (a) the Vendor revokes the Transfer Notice pursuant to Article 8.5; or
  - (b) none of the Sale Shares are purchased pursuant to this Article 8
- when the Vendor shall pay all the Valuers' fees.
- 8.17 Unless the Members shall give notice to the Company to the contrary, any B Share or C Share transferred to a Member holding A Shares shall (without further authority than is herein contained being necessary) forthwith on such transfer be deemed to have been converted into an A Share having all the rights, privileges and restrictions attaching to the A Shares.

- 8.18 Unless the Members shall give notice to the Company to the contrary, any A Share or C Share transferred to a Member holding B Shares shall (without further authority than is herein contained being necessary) forthwith on such transfer, be deemed to have been converted into a B Share having all the rights, privileges and restrictions attaching to the B Shares.
- 8.19 Unless the Members shall give notice to the Company to the contrary, any A Share or B Share transferred to a Member holding C Shares shall (without further authority than is herein contained being necessary) forthwith on such transfer, be deemed to have been converted into a C Share having all the rights, privileges and restrictions attaching to the C Shares.
- 8.20 The provisions of this Clause 8 shall apply equally to any Loan Stock held by any Vendor which shall also be required to be sold to any Purchaser at a price equal to the principal amount of such Loan Stock together with interest accrued thereon.

## 9. **COMPULSORY TRANSFER**

- 9.1 In this Article 9, a "Transfer Event" occurs, in relation to any Member:
- (a) if that Member makes or offers or purports to make any arrangement or composition with his creditors generally; or
  - (b) if that Member being a body corporate:
    - (i) has a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets; or
    - (ii) has an administrator appointed in relation to it; or
    - (iii) enters into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction); or
    - (iv) has any equivalent action in respect of it taken in any jurisdiction;
    - (v) is subject to a change of Control (as such term is defined in Article 7), (other than in circumstances where such change of Control occurs as a result of a permitted transfer pursuant to Article 7) where in the reasonable opinion of the Members the business reputation of the Company or that Member shall be adversely affected by the said change;
  - (d) if a Member shall for any reason not give a Transfer Notice in respect of any Shares or transfer any Shares (as the case may be) as required by Article 6.3 or 7.2(b).
- 9.2 Upon the occurrence of a Transfer Event under Article 9.1 the Member in respect of whom it is a Transfer Event (the "Relevant Member") and any other Member who has acquired Shares from him under a permitted transfer (directly or by means of a series of two or more permitted transfers) shall be deemed to have immediately given a Transfer Notice in respect of all the Shares then held by such Member(s) (a "Deemed Transfer Notice").
- 9.3 For the purpose of Article 9.2 and 9.5, any Shares received by way of rights or on a capitalisation by any person to whom Shares may have been transferred (directly or by means of a series of two or more permitted transfers) shall also be treated as included within the Deemed Transfer Notice.

- 9.4 A Deemed Transfer Notice shall supersede and cancel any then current Transfer Notice insofar as it relates to the same Shares except for Shares which have then been validly transferred pursuant to that Transfer Notice.
- 9.5 Notwithstanding any other provision of these Articles, any Member holding Shares in respect of which a Deemed Transfer Notice is deemed given shall not be entitled to exercise any voting rights at general meetings of the Company in respect of those Shares on and from the date of the relevant Deemed Transfer Notice until the entry in the register of members of the Company of another person as the holder of those Shares.
- 9.6 The Shares the subject of a Deemed Transfer Notice shall be offered for sale in accordance with Article 8 as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Vendor the person who is deemed to have given the Deemed Transfer Notice save that:
- (a) the Sale Price shall be a price per Sale Share agreed between the Vendor and the Purchaser or, in default of agreement within 15 days after the date of the Transfer Event, the Value;
  - (b) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable whether under Article 8.5 or otherwise;
  - (c) the Vendor may retain any Sale Shares for which Purchasers are not found, and
  - (d) the Sale Shares shall be sold together with all rights, attaching thereto as at the date of the Transfer Event, including the right to any dividend declared or payable on those Shares after that date.
- 9.7 Once a Deemed Transfer Notice shall under these Articles be deemed to have been served in respect of any Share then no permitted transfer under Article 7 may be made in respect of such Share unless and until an Offer Notice shall have been served in respect of such Share and the period of allocation permitted under Article 8 shall have expired without such allocation.
- 9.8 The provisions of this Article 9 shall apply equally to any Loan Stock held by any Vendor which shall also be required to be sold to any Purchaser at a price equal to the principal amount of such Loan Stock together with interest accrued thereon.

#### 10. **PROHIBITED TRANSFERS**

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind or to any person who has not executed a deed of adherence in the manner required by the terms of any shareholders agreement in force in respect of the Company at the relevant time.

#### 11. **PULL ALONG**

- 11.1 Subject to Article 11.2, if any one or more Shareholders holding at least 75% of the Shares (together the "Selling Shareholders") wish to transfer all their Shares (the "Relevant Shares"), to a third party who has made a bona fide offer for all the Shares the Selling Shareholders shall have the option (the "Pull Option") to require all the other holders of Shares to transfer all their shares with full title guarantee to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with this Article 11.

- 11.2 Except with the consent in writing of an Ordinary Majority, no Pull Notice may be served prior to the 2nd anniversary of the Completion Date.
- 11.3 The Selling Shareholders may exercise the Pull Option by giving notice to that effect ("a Pull Notice") to all other Shareholders (the "Pulled Shareholders") at any time before the registration of the transfer of Shares resulting in a sale of the Relevant Shares. A Pull Notice shall specify that the Pulled Shareholders are required to transfer all their Shares (the "Pulled Shares") pursuant to Article 11.1 to the Third Party Purchaser, the price at which the Pulled Shares are to be transferred (determined in accordance with Article 11.5) the proposed date of transfer and the identity of the Third Party Purchaser.
- 11.4 A Pull Notice is irrevocable but the Pull Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Pull Notice.
- 11.5 The Pulled Shareholders shall be obliged to sell the Pulled Shares at the price specified in the Pull Notice which shall attribute an equal value to all Shares (including the Relevant Shares).
- 11.6 Completion of the sale of the Pulled Shares shall take place on the same date as the date proposed for completion of the sale of the Selling Shareholders' Shares unless:
- (a) all of the Pulled Shareholders and the Selling Shareholders agree otherwise; or
  - (b) that date is less than 7 days after the date of the Pull Notice, when it shall be deferred until the 7th day after the date of the Pull Notice.
- 11.7 Each of the Pulled Shareholders shall on service of the Pull Notice be deemed to have irrevocably appointed each of the Selling Shareholders severally to be his attorney to execute any stock transfer and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Pulled Shares pursuant to this Article 11.
- 11.8 In connection with the sale save as aforesaid the provisions of this Article 11 shall prevail over any contrary provisions of these Articles including rights of pre-emption and other restrictions contained in these Articles which shall not apply on any sale and transfer of Shares to the Third Party Purchaser named in a Pull Notice. Any Transfer Notice or Deemed Transfer Notice served in respect of any Share shall automatically be revoked by the service of a Pull Notice.
- 11.9 The provisions of this Article 11 shall apply equally to any Loan Stock held by any Pulled Shareholder which shall also be required to be sold to any Third Party Purchaser at a price equal to the principal amount of such Loan Stock together with interest accrued thereon.
- 12 TAG ALONG**
- 12.1 Subject to Article 11 but notwithstanding any other provision in these Articles no sale or transfer or other disposition of any interest in any Share (the "Specified Shares") shall have any effect if it would result in a Change of Control unless before the transfer is lodged for registration the Third Party Purchaser has made a bona fide offer in accordance with these Articles to purchase at the Specified Price (defined in Article 12.3), all the Shares held by Members who are not Acting in Concert or otherwise Connected with the Third Party Purchaser (the "Uncommitted Shares").
- 12.2 An offer made under Article 12.1 shall be in writing, given in accordance with Article 18, open for acceptance for at least 21 days, and shall be deemed to be rejected by any member who has not accepted it in accordance with its terms within the time period prescribed for

acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer.

12.3 For the purposes of Article 12:

- (a) the expression "transfer", "transferor" and "transferee" include respectively the renunciation of a renounceable letter of allotment, and any renouncer and renounee of such letter of allotment;
- (b) the expression "Specified Price" means (i) in the case of Uncommitted Shares a price per share at least equal to the highest price paid or payable by the Third Party Purchaser or persons Acting in Concert with him or Connected with him for any Shares within the last six months (including to avoid doubt the Specified Shares) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable for the Specified Shares Provided always that an equal value shall be attributed to all Shares including the Specified Shares and (ii) in the case of Loan Stock a price equal to the principal amount of such Loan Stock together with interest accrued thereon;
- (c) if any part of the Specified Price is payable otherwise than in cash any Member may require, as a condition of his acceptance of the offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares; and
- (d) if the Specified Price or its cash equivalent cannot be agreed between the Third Party Purchaser and Members holding 75 per cent of the class of Shares concerned (excluding the Third Party Purchaser and persons Acting in Concert or otherwise Connected with him), within 21 days of the proposed sale or transfer referred to in Article 12.1 it may be referred to the Valuers by any Member and, pending its determination, the sale or transfer referred to in Article 12.1 shall have no effect.

- 12.4 The provisions of this Article 12 shall apply equally to any Loan Stock held by any holder of Uncommitted Shares which shall also be required to be sold to any Third Party Purchaser at a price equal to the principal amount of such Loan Stock together with interest accrued thereon.

**13 QUORUM FOR GENERAL MEETINGS**

- 13.1 The quorum at any general meeting of the Company or adjourned general meeting shall be not less than two Members present in person or by proxy or (if a corporation) by duly authorised representative, of whom one shall be a holder of A Shares and one shall be a holder of B Shares.
- 13.2 No business shall be transacted by any general meeting unless a quorum is present at the commencement of the meeting and also when that business is voted on.
- 13.3 If a general meeting is adjourned because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall form a quorum, and Regulation 41 shall be modified accordingly. Regulation 54 shall not apply.

**14. PROCEEDINGS AT GENERAL MEETINGS**

- 14.1 Any Member having the right to vote at the meeting may demand a poll at a general meeting and Regulation 46 shall be modified accordingly.

- 14.2 The Chairman shall not be entitled to exercise any second or casting vote at any general meeting or class meeting.
- 14.3 A director shall not be required to hold any share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate general meeting of the holders of any class of shares in the capital of the Company.
- 14.4 Regulation 62 shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to" and by the insertion at the end of the regulation after the word "invalid" of the words "unless a majority of the Board resolve otherwise".
- 14.5 At a general meeting, on a show of hands every Member present in person shall have one vote, and on a poll every Member present in person or by proxy shall have one vote for each share of which he is the holder, except that no shares of one class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class under a right to appoint which is a class right.

**15 NUMBER AND AGE OF DIRECTORS**

The number of directors shall not be less than three and not more than six. Regulation 65 shall not apply. No person shall be ineligible for appointment as a director by reason of his having attained any particular age.

**16. APPOINTMENT AND REMOVAL OF DIRECTORS**

- 16.1 The holders of a majority in nominal value of the A Shares from time to time shall be entitled to appoint two persons to be directors of the Company (any such directors so appointed being called "A Directors") and the holders of a majority in nominal value of the B Shares from time to time shall be entitled to appoint two persons to be directors of the Company (any such directors so appointed being called "B Directors") and the holders of a majority in nominal value of the C Shares from time to time shall be entitled to appoint two persons to be directors of the Company (any such directors so appointed being called "C Directors").
- 16.2 Any A Director may at any time be removed from office by the holders of a majority in nominal value of the A Shares and any B Director may at any time be removed from office by the holders of a majority in nominal value of the B Shares and any C Director may at any time be removed from office by the holders of a majority in nominal value of the C Shares.
- 16.3 If any A Director or any B Director or any C Director shall die or be removed from or vacate office for any cause, the holders of a majority in nominal value of the A Shares (in the case of an A Director) or the holders of a majority in nominal value of the B Shares (in the case of a B Director) or the holders of a majority in nominal value of the C Shares (in the case of a C Director) shall appoint in his place another person to be an A Director or a B Director or a C Director (as the case may be).
- 16.4 Any appointment or removal of a director pursuant to this Article 16 shall be in writing and signed by or on behalf of the holders of a majority in nominal value of the issued A Shares or B Shares or C Shares (as the case may be) and served on each of the other Members and the Company at its registered office, marked for the attention of the Secretary. Any such appointment or removal shall take effect as at the time of such lodgement or delivery or at such later time as shall be specified in such notice.

- 16.5 The right to appoint and to remove A Directors or B Directors or C Directors under this Article shall be a class right attaching to the A Shares, the B Shares and the C Shares respectively.
- 16.6 If no A Shares or B Shares or C Shares remain in issue following a redesignation under these Articles, any director appointed by shareholders of that class shall be deemed to have been removed as from the time of the redesignation.
- 16.7 No A Director or B Director or C Director shall be appointed or removed otherwise than pursuant to this Article, save as provided by law.
- 16.8 Notice of meetings of the Board shall be served on an A Director and a B Director and a C Director who is absent from the United Kingdom at any addresses for service of notice within the United Kingdom provided by him. The third sentence of Regulation 88 shall not apply.
- 16.9 Regulation 81(e) shall not apply to an A Director or B Director or C Director.

**17. ALTERNATE DIRECTORS**

- 17.1 Any director (other than an alternate director) may appoint any person (whether or not a director) to be an alternate director and may remove from office an alternate director appointed by him. In these Articles, where the context so permits, the term "A Director" or "B Director" or "C Director" shall include an alternate director appointed by an A Director or a B Director or a C Director as the case may be. A person may be appointed an alternate director by more than one director provided that each of his appointors represents the same class of shares but not otherwise.
- 17.2 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of directors of which his appointor is a Member, to attend and vote at such meetings at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his absence.
- 17.3 An alternate director may be paid expenses and shall be entitled to be indemnified by the Company to the same extent as if he were a director but shall not be entitled to receive from the Company any fee in his capacity as an alternate director except such part (if any) of the remuneration otherwise payable to the director appointing him as the appointing director may by notice in writing to the Company from time to time direct.
- 17.4 The words "approved by resolution of the directors and" in Regulation 65 shall not apply to an appointment of an alternate director by an A Director or a B Director or a C Director.
- 17.5 Regulation 66 shall be amended by the insertion between the words "shall" and "be" of the words "(subject to his giving the Company an address within the United Kingdom at which notice may be served upon him)".
- 17.6 A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum.
- 17.7 If an alternate director is himself a director or attends any meeting as an alternate director for more than one director, his voting rights shall be cumulative but he shall only be counted once in deciding whether a quorum is present.

**18. PROCEEDINGS OF DIRECTORS**

- 18.1.1 The directors shall meet together for the dispatch of business at least once every quarter.

- 18.1.2 Unless otherwise agreed by each of the Directors, notice of meetings of the Board shall be provided to each of the Directors not less than seven days prior to the date of the said meeting of the Board.
- 18.2.1 The quorum for the transaction of business of the Board or any committee of the Board shall be three directors, one A Director, one B Director and one C Director.
- 18.2.2 No business shall be transacted by the Board or any committee of the Board unless a quorum is present at the commencement of the relevant Board meeting and also when the business is voted on.
- 18.2.3 If a Board Meeting is adjourned because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Directors present shall form a quorum.
- 18.3 Any director or his alternate may validly participate in a meeting of the Board or a committee of the Board by conference telephone or other form of communication equipment if all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no group which is larger than any other group, where the chairman of the meeting is.
- 18.4 The Chairman of the Board shall not have a second or casting vote at a meeting of the Board.
- 18.5 The A Directors shall be entitled at all times to exercise an aggregate of 2 votes, even if only one A Director is present at a meeting. The B Directors shall be entitled at all times to exercise an aggregate of 2 votes, even if only one B Director is present at the meeting. The C Directors shall be entitled at all times to exercise an aggregate of 2 votes, even if only one C Director is present at a meeting.
- 18.6 A director who to his knowledge is in any way, whether directly or indirectly, interested in a contract or proposed contract (within the meaning of section 317 of the Act) with the Company shall declare the nature of his interest at a meeting of the Board or of any committee of the Board in accordance with that section. Subject where applicable to such disclosure a director may vote at any such meeting on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Provided always that a director on any Remuneration Committee may not at a meeting of such Committee vote on any item concerning his own office, remuneration or benefits or in which he has a direct interest nor be counted in determining the quorum on such matter. Regulations 94 and 95 shall not apply.
- 18.7 Questions arising at any meeting of the Board or at any committee of the Board shall be decided by a majority of votes. If at any time at or before any meeting of the Board or of any committee of the Board any A Director or any B Director or any C Director should request that the meeting should be adjourned or reconvened to another time or date (whether to enable further consideration to be given to any matter or for other directors to be present or for any other reason, which he need not state) then such meeting shall be adjourned or reconvened accordingly, and no business shall be conducted or proceeded with at that meeting after such request has been made.

**19. RETIREMENT OF DIRECTORS**

- 19.1 Directors shall not be required to retire by rotation. Regulations 67 and 78 shall be modified accordingly. Regulations 73 to 77, the second and third sentences of Regulation 79, Regulation 80 and the last sentence of Regulation 84 shall not apply.
- 19.2 The office of a director (other than an A Director or a B Director or a C Director) shall be vacated if both:
- (a) (being an executive director of the Company or any subsidiary) he ceases to hold office as an employee; and
  - (b) a majority of the Board so requires.

Regulation 81 shall be extended accordingly.

**20. NOTICES**

- 20.1 Any notice to be given to the Company pursuant to these Articles shall be sent to the registered office of the Company or presented at a meeting of the Board.
- 20.2 Any notice to be given pursuant to these Articles may be given by facsimile transmission to the facsimile number maintained at the relevant address of the addressee. Such a notice shall be conclusively deemed to have been properly given at the time shown on the transmission report received by the sender.
- 20.3 The figure "24" shall be inserted in substitution for the figure "48" in the third sentence of that Regulation. Any notice or other document delivered or left at a registered address otherwise than by post shall be deemed to have been served or delivered on the day it was so delivered or left.

**21. INDEMNITY**

- 21.1 Subject to the provisions of the Act, but without prejudice to any other indemnity to which the person concerned may otherwise be entitled, every director, alternate director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or the exercise of his powers or otherwise in relation thereto. Regulation 118 shall be extended accordingly.
- 21.2 The Directors may exercise all the powers of the Company to purchase and maintain for every director or other officer insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may be lawfully insured against.

**22. SHARE CERTIFICATES ETC.**

The Company may execute any share certificate, warrant or other document creating or evidencing any security allotted by the Company or any right or option to subscribe granted by the Company under the hand of two Directors or any one Director and the Company Secretary. Regulation 6 of Table A shall be extended accordingly.