

4895946

## WRITTEN RESOLUTION OF THE MEMBERS

OF

ISIS PRODUCTIONS HOLDINGS LIMITED

Dated 10<sup>th</sup> September 2004

We the undersigned being all of the members of the company having the right to vote at general meetings or authorised agents of such members signify our assent to the passing of the resolution set out below under the provisions of Table A Regulation 53 as incorporated in the company's articles of association to the effect that such resolution shall be deemed to be as effective as if it had been passed at a general meeting of the company duly convened and held.

RESOLUTION: that new Articles of Association of the company in the form attached to this written resolution be adopted in substitution for the current Articles of Association.

J.K.A. Rugge-Price

N. de Grunwald

The Hon. Robert Rayne

A. Smith

C. Lawless

**THE COMPANIES ACTS 1985 to 1989**

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**PRIVATE COMPANY HAVING A SHARE CAPITAL**

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**NEW  
ARTICLES OF ASSOCIATION**

**- of -**

**ISIS PRODUCTIONS HOLDINGS LIMITED**  
(adopted by Special Resolution on 10 Sept 2004)

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***SHERRARDS  
45 Grosvenor Road,  
St. Albans  
Herts  
AL1 3AW***

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(No. 4895946)

**THE COMPANIES ACTS 1985 to 1989**

**PRIVATE COMPANY HAVING A SHARE CAPITAL**

**NEW  
ARTICLES OF ASSOCIATION**

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- of -

**ISIS PRODUCTIONS HOLDINGS LIMITED**

(adopted by special resolution passed on 10/9/2004)

**PRELIMINARY**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In the interpretation of these articles the headings shall not affect the construction and, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

**"acting in concert"** has the meaning set out in the City Code on Takeovers and Mergers;

**"Acts"** means the Companies Act 1985 and the Companies Act 1989, and (in either case) includes any statutory modification, amendment, variation or re-enactment thereof for the time being in force;

**"Agreement"** means the subscription and shareholders' agreement of even date with the date of adoption of these articles made between (1) the Company, and (2) the Shareholders (as therein defined), as the same may be supplemented, varied or amended hereafter;

**"Auditors"** means the auditors for the time being of the Company;

**"Board"** means the board of directors of the Company from time to time or, as the context may require, any duly authorised committee thereof;

**"Change of Control"** means the transfer (including any transfer within the meaning of article 10.2) (whether through a single transaction or a series of transactions) of shares in the Company as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would hold or acquire beneficial ownership of or over that number of shares in the Company which in aggregate confers 75 per cent. or more of the voting rights normally exercisable at general meetings of the Company;

**"Company"** means Isis Productions Holdings Limited;

**"connected"** in the context of determining whether one person is connected with another, shall be determined in accordance with the provisions of section 839 of the Income and Corporation Taxes Act 1988;

**"Directors"** means the directors for the time being of the Company;

**"Employee Trust"** means any trust established by the Company for the benefit of employees of the Company and/or any of its subsidiaries;

**"Fair Value"** means, in relation to any share in the capital of the Company, the value thereof as determined in accordance with article 15;

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

**"holder"** means, in respect of any share in the capital of the Company, the person or persons for the time being registered by the Company as the holder(s) of that share;

**"Ordinary Shares"** means the Ordinary Shares of £1 each in the capital of the Company;

**"Sale"** means the transfer (including any transfer within the meaning of article 10.2) (whether through a single transaction or a series of transactions) of shares in the Company as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would hold or acquire beneficial ownership of or over that number of shares in the Company which in aggregate confers 100 per cent. of the voting rights normally exercisable at general meetings of the Company;

**"Shares"** means Ordinary Shares; and

**"Table A"** means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No. 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No. 1052).

- 1.2 Words and expressions defined in or having a meaning provided by the Acts (but excluding any statutory modification not in force on the date of adoption of these articles) shall, unless the context otherwise requires, have the same meanings when used in these articles.

**2. TABLE A**

- 2.1 The regulations contained in Table A, save in so far as they are expressly excluded or varied by these articles, and the regulations contained in these articles shall together constitute the regulations of the Company.
- 2.2 The regulations of Table A numbered 24, 26, 40, 73 to 77 (inclusive), 80, 82, 96, 101 and 118 shall not apply to the Company.
- 2.3 Regulation 62 of Table A shall be modified by the deletion of the words "not less than 48 hours" in paragraphs (a) and (aa) and the deletion of the words "not less than 24 hours" in paragraph (b).
- 2.4 Regulation 115 of Table A shall be modified by the deletion of the words "48 hours" and the substitution for them of the words "24 hours".

**SHARE RIGHTS**

**3. AUTHORISED SHARE CAPITAL**

The authorised share capital of the Company at the date of adoption of these articles is £100.00 divided into 100 Ordinary Shares of £1 each.

**4. SPECIAL RIGHTS AND RESTRICTIONS**

The special rights and restrictions attached to and imposed on the share capital of the Company are as set out in these articles, including in particular (but without limitation) articles 5 to 9 (inclusive).

**5. INCOME**

The Ordinary Shares shall rank equally for any dividend declared by the Company.

**6. CAPITAL**

- 6.1 In the event of a winding up of the Company or other return of capital, the assets of the Company available for distribution to holders remaining after payment of all other debts and liabilities of the Company (and of the costs, charges and expenses of any such winding up) shall be applied in the following order:
- a) First, in paying in full the amount standing to the credit of the Ordinary Shares in respect of share capital and share premium account;
  - b) Thereafter, amongst the holders of the Ordinary Shares *pari passu*.
- 6.2 For the purposes of article 6.1 any payment to the holders of shares of a particular class shall be made in proportion to the numbers of shares of the relevant class held by each of them.

**7. SALE OF THE SHARE CAPITAL OF THE COMPANY**

In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale (unless all the selling holders of shares in the Company immediately prior to such Sale have agreed to the contrary for the purposes of this article 7), the selling holders of shares in the Company (immediately prior to such Sale) shall procure that the consideration (whenever received and in whatever form) shall be held by a trustee nominated by the Board and shall be distributed amongst such selling holders in the same order of priority as set out in article 6 as if the date of such Sale were the date of the return of capital for the purposes of article 6 and as if the consideration for such Sale represented all of the assets of the Company available for distribution to holders of shares in the Company.

**8. SUBSCRIPTION RIGHTS**

8.1 Notwithstanding any other provision of these articles, and subject to any direction or authority contained in any resolution of the Company, the Board is generally and unconditionally authorised (for the purposes of section 80 of the Companies Act 1985) to allot relevant securities PROVIDED THAT the authority hereby granted to the Board:-

- (a) shall not permit the Board to allot relevant securities in an amount which is in excess of the unissued share capital of the Company immediately following the date of adoption of these articles; and
- (b) shall, unless renewed, expire on the fifth anniversary of the date of adoption of these articles, save that the Board may, after the expiry of the authority hereby granted, allot relevant securities in pursuance of an offer or agreement made by the Company before such authority expired.

8.2 The provisions of section 89(1) and section 90(1) to (6) (inclusive) of the Companies Act 1985 shall not apply to the Company.

**9. VOTING RIGHTS**

9.1 Regulation 54 of Table A shall be modified in accordance with the following provisions of this article 10.

9.2 A proxy shall be entitled to vote on a show of hands.

9.3 On a poll every person shall have one vote for every Share of which he is the registered holder and which is fully paid up or credited as fully paid.

## **TRANSFER OF SHARES**

### **10. TRANSFERS: GENERAL**

10.1 No transfer of any share in the capital of the Company shall be made or registered unless such transfer complies with the provisions of these articles and the transferee has, if so required by the terms of the Agreement or otherwise, first entered into an appropriate deed of adherence pursuant to the Agreement. Subject thereto, the Board shall sanction any transfer so made unless:

- (a) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien; or
- (b) the Board is otherwise entitled to refuse to register such transfer pursuant to these articles.

Any transfer, or purported transfer, of any shares in the Company in breach of these articles shall be void.

10.2 For the purposes of these articles the following shall be deemed (but without limitation) to be a transfer by a holder of shares in the Company:-

- (a) any direction (by way of renunciation or otherwise) by a holder entitled to an allotment or transfer of shares that a share be allotted or issued or transferred to some person other than himself; and
- (b) any sale or any other disposition (including by way of charge or other security interest) of any legal or equitable interest in a share (including any voting right attached to it):
  - (i) whether or not by the relevant holder;
  - (ii) whether or not for consideration; and
  - (iii) whether or not effected by an instrument in writing.



11. **PERMITTED TRANSFERS**

- 11.1 Any holder of shares in the Company being a body corporate may at any time transfer all or any of its shares to any other body corporate which is for the time being its subsidiary or holding company or another subsidiary of its holding company (each such body corporate being a "**Group Company**") but if a Group Company whilst it is a holder of shares in the Company shall cease to be a Group Company in relation to the body first holding the relevant shares following their allotment or following a transfer made in accordance with this article 11 (otherwise than pursuant to this article 11.1) it shall, within 21 days of so ceasing, transfer the shares held by it to such body or any Group Company of such body and failing such transfer the Board may serve written notice on the relevant holder(s) requiring it to give a Transfer Notice (and, if no such notice is given within ten days of the notice from the Company, the relevant holder(s) shall be deemed to have given a Transfer Notice pursuant to article 12).
- 11.2 Subject as herein provided any holder of shares in the Company who is an individual (the "**Original Member**") may at any time transfer all or any of his shares originally allotted to him or any beneficial interest therein for whatever consideration to his or her spouse or adult children or adult stepchildren or to the trustee or trustees (the "**Trustees**") of a family trust set up wholly for the benefit of one or more of the transferor, his or her spouse, children or stepchildren and of which the said holder is the settlor (each a "**Permitted Transferee**") and a Permitted Transferee may transfer any of those shares to any other Permitted Transferee.
- 11.3 The Trustees may at any time:-
- (a) transfer all or any of their shares to a company of which they hold the whole of the share capital and which is controlled by them PROVIDED THAT if any such company, while it is a member of the Company, shall cease to be such a company it shall, within 21 days of so ceasing, transfer the shares held by it back to the Trustees or to a company of which the Trustees hold the whole share capital and which is so controlled failing which the Board may serve written notice on it or the relevant holder(s) (if different) requiring it and/or the relevant holder(s) to give a Transfer Notice (and, if no such notice is given within ten days of the notice from the Company, it and the relevant holder(s) shall be deemed to have given a Transfer Notice pursuant to article 12); or
  - (b) transfer all or any of their shares to the Original Member or to any other Permitted Transferee.
- 11.4 Any person holding shares transferred to him pursuant to articles 11.2 or 11.3 shall be deemed to have irrevocably appointed the Original Member (or, if there is no Original Member, the original transferor of such shares) as his proxy in respect of such shares and no instrument of appointment shall be necessary to be deposited with the Company or any subsidiary of the Company.
- 11.5 Any holder of shares in the Company may at any time transfer all or any of his shares in accordance with the provisions of the Acts to the Company.

- 11.6 Any holder of shares in the Company may at any time transfer all or any of his shares to any other person with the prior written consent of the holders of 95 per cent. in nominal value of the Ordinary Shares for the time being.
- 11.7 Any holder of shares in the Company may at any time transfer all or any of his shares to a nominee or trustee for that holder alone and any such nominee or trustee of any person or persons may at any time transfer any shares to that person or persons or to another nominee or trustee for that person or persons PROVIDED THAT no beneficial interest in such shares passes by reason of any such transfer.
- 11.8 An Employee Trust may at any time transfer all or any of its shares in accordance with the rules of that Employee Trust.

## 12. RESTRICTIONS ON TRANSFER/PRE-EMPTION

- 12.1 Any holder of Shares who wishes to transfer shares (the "**Seller**") otherwise than in accordance with article 11 shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying:-
- (a) the number and class(es) of shares which he wishes to transfer (the "**Sale Shares**");
  - (b) the name of the third party (if any) to whom he proposes to sell the Sale Shares;
  - (c) the price at which he wishes to transfer the Sale Shares (which shall be deemed to be Fair Value of the Sale Shares if no price is specified) (the "**Transfer Price**"); and
  - (d) whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares being sold pursuant to the offer hereinafter mentioned. In the absence of such a stipulation, it shall be deemed not to be so conditional.
- 12.2 Where any Transfer Notice is deemed to have been given in accordance with these articles, the deemed Transfer Notice shall be treated as having specified:-
- (a) that all of the shares registered in the name of the Seller shall be included for transfer;
  - (b) that the price for the Sale Shares shall be as agreed between the Board and the Seller or, failing agreement, shall be Fair Value of the Transfer Shares; and
  - (c) that no condition as referred to in article 12.1(d) shall apply.
- 12.3 No Transfer Notice once given or deemed to be given in accordance with these articles shall be withdrawn.
- 12.4 The Transfer Notice shall constitute the Company the agent of the Seller for the sale of the Sale Shares at the Transfer Price.

- 12.5 (a) The Board shall be entitled to invite any of the following to acquire any of the Sale Shares at the Transfer Price:-
- (i) the Company; or
  - (ii) any full-time employee of the Group or any person who is, or is to be, offered such employment (in which latter case, the acceptance of any such invitation shall be conditional on him becoming an employee); or
  - (iii) an Employee Trust.
- (b) Any such invitation under article 12.5(a) shall be on the basis that:-
- (i) it must be made within 14 days of the date of the Transfer Notice and must be accepted or rejected (and, if not accepted, it will be deemed to have been rejected) within a further period of 14 days; and
  - (ii) if the invitation is not made or accepted in respect of all of the Sale Shares, and the Transfer Notice was subject to the condition referred to in article 12.1(d), then any acceptance shall be conditional on the balance of the Sale Shares being sold pursuant to the pre-emption provisions contained in the following provisions of this article 12.
- 12.6 (a) The Company shall as soon as practicable following receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price or, where later, following any invitation and acceptance under article 12.5 (if not fully taken up), give notice in writing to each of the holders of Shares in the Company informing them that the Sale Shares are available and of the Transfer Price. Such notice shall invite each holder of Shares to state, in writing within 42 days from the date of such notice (which date shall be specified therein), whether he is willing to purchase any and, if so, how many of the Sale Shares.
- (b) Sale Shares shall be offered to each of the holders of Shares on terms that, in the event of competition, the Sale Shares offered shall be sold to the holders accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares (the **"Proportionate Entitlement"**). It shall be open to each such holder to specify if he is willing to purchase shares in excess of his Proportionate Entitlement (**"Excess Shares"**) and, if the holder does so specify, he shall state the number of Excess Shares.
- (c) After the expiry of the offer to be made pursuant to article 12.6(a) (or sooner if all the Sale Shares offered shall have been accepted in the manner provided in article 12.6(a)), the Board shall allocate the Sale Shares in the following manner:-
- (i) if the total number of shares applied for (including Excess Shares) is equal to or less than the available number of Sale Shares the Company shall allocate the number applied for in accordance with the applications; or

- (ii) if the total number of shares applied for is more than the available number of Sale Shares, each holder shall be allocated his Proportionate Entitlement (or such lesser number of Sale Shares for which he may have applied); applications for Excess Shares shall be allocated in accordance with such applications or, in the event of competition, (as nearly as may be) to each holder applying for Excess Shares in the proportion which shares of the relevant class held by such holder bears to the total number of shares of that class held by all such holders applying for Excess Shares PROVIDED THAT such holder shall not be allocated more Excess Shares than he shall have stated himself willing to take,

and in either case the Company shall forthwith give notice of each such allocation (an "**Allocation Notice**") to the Seller and each of the persons to whom Sale Shares have been allocated (a "**Member Applicant**") and shall specify in the Allocation Notice the place and time (being not later than 14 days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed.

12.7 Subject to article 12.8, upon such allocations being made as aforesaid, the Seller shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Member Applicants named therein at the time and place therein specified. If he makes default in so doing:-

- (a) the chairman for the time being of the Company or, failing him, one of the Directors, or some other person duly nominated by a resolution of the Board for that purpose, shall forthwith be deemed to be the duly appointed attorney of the Seller with full power to execute, complete and deliver in the name and on behalf of the Seller all documents necessary to give effect to the transfer of the relevant Sale Shares to the Member Applicant;
- (b) the Board and/or any Director may receive and give a good discharge for the purchase money on behalf of the Seller and (subject to the transfer being duly stamped) enter the name of the Member Applicant in the register of members as the holder or holders by transfer of the shares so purchased by him or them; and
- (c) the Board shall forthwith pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Seller until he shall deliver up his certificate or certificates for the relevant shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) to the Company when he shall thereupon be paid the purchase money.

The appointment referred to in article 12.7(a) shall be irrevocable and is given by way of security for the performance of the obligations of the relevant holder of shares in the Company under these articles.

12.8 If the Seller shall have included in the Transfer Notice a provision that unless all the Sale Shares are sold none shall be sold and if the total number of shares applied for by Member Applicants is less than the number of Sale Shares then the Allocation Notice shall refer to such provision and shall contain a further invitation, open for 28 days, to those persons to

whom Sale Shares have been allocated to apply for further Sale Shares and completion of the sales in accordance with the preceding paragraphs of this article 12 shall be conditional upon such provision as aforesaid being complied with in full.

12.9 In the event of all the Sale Shares not being sold under the preceding paragraphs of this article 12 then the Seller may, at any time within three calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer any Sale Shares (which have not been sold) to any person or persons at any price not less than the Transfer Price PROVIDED THAT:-

- (a) the Board shall be entitled to refuse registration of the proposed transferee if he is or is believed to be a nominee for a person reasonably considered by the Board to be a competitor or connected with a competitor of the business of the Company and/or its subsidiaries;
- (b) if the Seller stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Seller shall not be entitled, save with the written consent of the holders of 75 per cent. or more in nominal value of the Shares, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons; and
- (c) any such sale shall be a bona fide sale and the Board may require to be satisfied in such manner as it may reasonably require that the Sale Shares are being sold in pursuance of a bona fide sale for not less than the Transfer Price without any deduction, rebate or allowance whatsoever to the buyer and, if not so satisfied, may refuse to register the instrument of transfer.

### 13. **COMPULSORY TRANSFERS**

13.1 Whenever any employee of the Company or any subsidiary of the Company or any individual who is otherwise having his services provided to the Company (the "**Departing Employee**") shall, for any reason, cease to be an employee of the Company and if the reason for the person having become a Departing Employee is as a result of:-

- (a) his dismissal or the termination of the Departing Employee's service contract (or other arrangements pursuant to which his services are provided to the Company and/or any subsidiary of the Company) in circumstances which, for any reason, justify (or which, if the Departing Employee were an employee of the Company or any such subsidiary, would so justify) his summary dismissal or summary termination (without, for the avoidance of doubt, notice or payment in lieu of notice being required) (i) under the Departing Employee's service contract or other arrangements pursuant to which his services are provided or (ii) at common law; or
- (b) the services of the Departing Employee (whether provided in accordance with the terms of a service contract or other arrangements pursuant to which his

services are provided to the Company and/or any subsidiary of the Company) being or becoming no longer available to the Company and/or any such subsidiary in breach (other than by breach by the Company or any such subsidiary) of such service contract or other arrangements; or

- (c) his voluntary resignation (or voluntary termination of the arrangements pursuant to which his services are provided to the Company and/or any subsidiary of the Company) and subsequent breach of his covenants given in clause 4 of the Agreement,

then the Board may at any time following the date of such cessation serve a written notice (the "**Company Notice**") on all or any of the following:-

- (i) such Departing Employee, in respect of all shares of whatever class then held by him;
- (ii) any person or persons (or their nominees) (collectively, the "**Departing Employee's Associate**") who, at or before the time of the allotment, issue, transfer or other acquisition of shares to or by the Departing Employee's Associate, is designated as the holder of shares in the Company on behalf of or in the place of the relevant Departing Employee;
- (iii) any person or persons (or their nominees) to whom shares formerly held by such Departing Employee or Departing Employee's Associate have been transferred (whether or not by such Departing Employee or, as the case may be, Departing Employee's Associate) pursuant to Article 11 in respect of all shares so transferred;
- (iv) any person or persons who, in relation to the Departing Employee or Departing Employee's Associate, is or are a Trustee or Trustees (as defined in Article 11.2) (or their nominees), in respect of all shares of whatever class then held by such Trustees; and
- (v) any person or persons (or their nominees) to whom shares formerly held by such Trustee(s) (or their nominees) have been transferred pursuant to Article 11 (whether or not by such Trustee(s) or their nominee(s)), in respect of all shares so transferred,

(all of such persons, inclusive of the Departing Employee and Departing Employee's Associate, being the "**Retiring Members**"). The Company Notice may require the relevant Retiring Member(s) to give a Transfer Notice (and, if no such Transfer Notice is given within ten days of the date of the Company Notice, the relevant Retiring Member(s) shall automatically be deemed to have given a Transfer Notice) to the Company indicating that he desires and/or they desire (as the case may be) to transfer all of his and/or their (as the case may be) shares in the Company (the "**Transfer Shares**").

13.2 The "**Transfer Price**" under this Article 13 shall be the Fair Value of the Transfer Shares.

- 13.3 As from the date a Transfer Notice is deemed to have been given pursuant to and in accordance with Article 13.1 until such time as the provisions of Article 10 have been complied with in relation to the Transfer Shares comprised in the Transfer Notice the shares in respect of which such notice is given shall cease to entitle the holder thereof (or any proxy) to any voting rights (whether on a show of hands or on a poll) otherwise attaching to such shares or to any further shares issued in right of such shares or in pursuance of any offer made to the holder thereof whether such rights would otherwise have been exercisable at a general meeting of the Company or any separate meeting of the class in question.

#### 14. **TRANSFER OF CONTROL**

- 14.1 If the effect of any bona fide transfer (or, but for this article 14.1, bona fide proposed transfer) of any Shares shall, if made and registered, result in there being a Change of Control, then the holder of the relevant shares ("the Relevant Transferor") shall procure, before any such transfer is made and/or lodged for registration, that the proposed transferee has unconditionally offered to all of the other holders of Shares, to purchase all of the other issued Shares (other than Shares held by any holder who is connected with or acting in concert with the proposed transferee) on the same terms and conditions as shall have been agreed between the Relevant Transferor(s) and the proposed transferee. Such offer shall remain open for acceptance for not less than 21 days.
- 14.2 If the effect of any bona fide transfer (or, but for article 14.1, bona fide proposed transfer) of any Shares shall, if made and registered, result in there being a Change of Control, then the Relevant Transferor(s) (and, if more than one, any one of them) shall have the right to require all of the other holders of Shares (the "**Called Shareholders**") to transfer all (but not some only) of their Shares within 2 days of demand being made by any Relevant Transferor(s) by notice in writing to the Called Shareholders. The transfer shall be on the same terms and conditions as shall have been agreed between the Relevant Transferor(s) and the proposed transferee. The rights of the Relevant Transferor(s) under this article 14.2 shall be exercised by the Relevant Transferor(s) giving written notice to the Called Shareholders to that effect (the "**Come Along Notice**") together with copies of all documents required to be executed by the Called Shareholders to give effect to the required transfer.
- 14.3 If a Called Shareholder makes default in transferring its Shares pursuant to article 14.2, the provisions of article 12.7 (reference therein to the Seller, Sale Shares, Member Applicant and documents being construed in accordance with this article 14) shall apply to the transfer of such Shares mutatis mutandis.

## 15. VALUATION OF SHARES

- 15.1 In the event that the Auditors or any other person appointed by the Board to make the determination referred to in this article 15.1 (and provided that such person is not connected with the holder of any class of share capital of the Company (the appointed person, being the Auditors or otherwise, shall be referred to as an "**Expert Valuer**")) are required to determine the price at which shares are to be transferred pursuant to these articles, such price shall be the amount which the Expert Valuer, on the application of the Board (which application shall be made as soon as practicable following the time it becomes apparent that a valuation pursuant to this article 15 is required), shall certify in writing to be the Fair Value of the relevant shares as between a willing buyer and a willing seller but disregarding any restrictions on transfer contained in these articles.

In arriving at the Fair Value of the relevant Shares comprised in the Transfer Notice, the Expert Valuer shall be instructed to determine the "Enterprise Value", which shall mean the price obtainable on a sale of all of the issued shares of the Company of whatever class between a willing buyer and a willing seller (on the assumption that the entire issued share capital of the Company is being sold for cash) taking into account all indebtedness of the Company as at the date on which the Transfer Notice is given, or deemed to have been given (or, if earlier, the date on which the Departing Employee ceased to be a director or employee of, or otherwise ceased to have his services provided to, the Company and/or any subsidiary of the Company) (the "**Relevant Date**").

- 15.2 In so certifying, the Expert Valuer shall act as expert and not as arbitrator and his decision shall be conclusive and binding on the Company and upon all of its shareholders for the purposes of these articles.
- 15.3 The costs of the Expert Valuer shall be borne by the Company.

## 16. COMPLIANCE AND DISENFRANCHISEMENT

- 16.1 For the purpose of ensuring:-

- (a) that a transfer of shares is duly authorised under these articles; or
- (b) that no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these articles,

the Board may require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration or such other person as the Board may reasonably believe to have information relevant to such purpose, to furnish to the Company such information and evidence as the Board may think fit regarding any matter which they deem relevant to such purpose; including (but not limited to) the names, addresses and interests of all persons respectively having interests in the shares from time to time registered in the holder's name.



- 16.2 Failing such information or evidence being furnished to enable the Board to determine to its reasonable satisfaction that no such Transfer Notice is required to be or ought to have been given, or that no such offer is required to be or ought to have been made, or if as a result of such information and evidence the Board is reasonably satisfied that such Transfer Notice is required to be or ought to have been given, or that such an offer is required to be or ought to have been made, then a Transfer Notice shall be deemed to have been given by the holder of the relevant shares in respect of such shares.

## **GENERAL**

### **17. GENERAL MEETINGS**

- 17.1 No business shall be transacted at any general meeting unless a quorum of holders of shares in the Company is present at the time when the meeting proceeds to business and for its duration. Two persons, being holders of Shares present in person, by proxy or by duly authorised representative (if a corporation), shall be the quorum at any general meeting. If a meeting is adjourned under regulation 41 of Table A 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 that adjourned meeting, the holders then present shall form a quorum, and regulation 41 of Table A shall be modified accordingly.
- 17.2 A poll may be demanded at a general meeting either by the chairman of the meeting or by any holder who is present in person, by proxy or by duly authorised representative (if a corporation) and who, in any such case, has the right to vote at the meeting, and regulation 46 of Table A shall be modified accordingly.
- 17.3 Regulation 37 of Table A shall be modified by the deletion of the words "eight weeks after receipt of the requisition" and the substitution for them of the words "28 days after receipt of the requisition or, subject to obtaining any necessary consents to the meeting being held on short notice, such earlier date as may be specified in the notice requisitioning the meeting".

### **18. WRITTEN RESOLUTIONS**

In the case of a corporation which holds a share or shares in the capital of the Company, the signature of any director or the secretary of such corporation shall be sufficient for the purposes of any resolution in writing as is referred to in regulation 53 of Table A, and regulation 53 of Table A shall be modified accordingly.

### **19. RETIREMENT OF DIRECTORS**

The Directors shall not be liable to retire by rotation and, accordingly, the second and third sentences of regulation 79 of Table A shall not apply to the Company; in regulation 78 of Table A, the words "Subject as aforesaid" and the words "and may also determine the rotation in which any additional directors are to retire" shall be deleted.

**20. REMOVAL AND APPOINTMENT OF DIRECTORS**

20.1 The office of any Director shall be vacated if:-

- (a) (in the case of an executive Director) he shall, for whatever reason, cease to be employed by the Company or any subsidiary of the Company (unless in the case of an executive Director, he becomes a non-executive Director); or
- (b) all the other Directors request his resignation in writing; or
- (c) notice of his removal is given to the Company signed by or on behalf of the holders of more than 75 per cent. of the Shares. Such removal shall take effect upon the notice being received at the registered office of the Company or such later date as may be specified in the notice;

and the provisions of regulation 81 of Table A shall be extended accordingly.

20.2 A person may be appointed as a Director at any time by a notice (or notices) in writing to the Company signed by or on behalf of the holders of more than 75 per cent. of the Shares. Such appointment shall take effect upon the notice being received at the registered office of the Company or such later date as may be specified in the notice.

**21. ALTERNATE DIRECTORS**

21.1 The appointment by any Director or an alternate director shall not be subject to approval by a resolution of the Board and regulation 65 of Table A shall be modified accordingly. In regulation 67 of Table A the words "but, if" and the words following them (to the end of that regulation) shall be deleted.

21.2 An alternate director shall not be entitled (as such) to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may, by notice in writing to the Company from time to time, direct, and the first sentence of regulation 66 of Table A shall be modified accordingly.

21.3 A Director, or any such other person as is mentioned in regulation 65 of Table A, may act as an alternate director to represent more than one Director, and an alternate director shall be entitled at any meeting of the Board (or of any committee of the Board) to one vote for every Director whom he represents (in addition to his own vote (if any) as a Director), but he shall count as only one for the purpose of determining whether a quorum is present at (and during) any such meeting.

## **22. PROCEEDINGS OF DIRECTORS**

- 22.1 Any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other, and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
- 22.2 Except with the prior written consent of the Chairman, a Director shall not vote on any resolution concerning a matter in which he has, directly or indirectly, any kind of interest or duty whatsoever, save in respect of the matters specified in paragraphs (a) to (d) (inclusive) of regulation 94 of Table A which shall be modified accordingly.
- 22.3 Regulation 88 of Table A shall be modified by the deletion of the third sentence and the substitution for it of the following sentences: "Every Director shall receive notice of a meeting, whether or not he is absent from the United Kingdom. A Director may waive the requirement that notice be given to him of a board meeting, either prospectively or retrospectively."

## **23. LIEN**

The lien conferred by regulation 8 of Table A shall attach also to fully paid up shares and to all shares registered in the name of any person indebted or under liability to the Company (whether he shall be the sole registered holder of such share(s) or shall be one of two or more joint holders).

## **24. THE SEAL**

- 24.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, it shall be signed by a Director and by the secretary or a second Director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal.
- 24.2 The Company may exercise the powers conferred by section 39 of the Companies Act 1985 with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

## **25. INDEMNITY**

Subject to the provisions of the Acts, every Director shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by any court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company. No Director shall be liable for any loss, damage or misfortune which may happen to or be

incurred by the Company in the proper execution of the duties of his office or in relation thereto. This article 25 shall only have effect in so far as its provisions are not avoided by section 310 of the Companies Act 1985. The Board shall have power to purchase and maintain for any Director insurance against any liability which, by virtue of any rule of law, would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.

26. **BORROWING POWERS**

The Board may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and, subject to the provisions of the Acts, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.