

Company number 05089373

PRIVATE COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

of

ALZEIM LIMITED ("the Company")

CIRCULATION DATE: 18 June 2010

DATE PASSED: 6 July 2010

THE FOLLOWING SPECIAL RESOLUTIONS WERE AGREED AND PASSED BY THE MEMBERS OF THE COMPANY ON THE DATE STATED ABOVE.

SPECIAL RESOLUTIONS

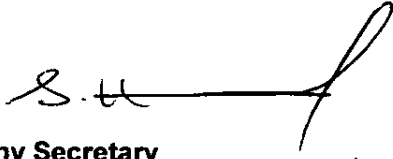
- 1 **THAT** the issued and unissued preferred ordinary shares of £1 00 each in the authorised share capital of the Company be reclassified into ordinary shares of £1 00 each
- 2 **THAT** the regulations contained in the document attached hereto entitled "Articles of Association" be adopted as the articles of association of the Company ("**the New Articles**") in substitution for and to the exclusion of the existing articles of association of the Company ("**the Current Articles**") including the relevant provisions of the memorandum of association of the Company that would otherwise be treated as provisions of the Current Articles under section 28 of the Companies Act 2006
- 3 **THAT** the directors be and they are generally and unconditionally authorised for the purposes of section 551 of the Companies Act 2006 ("**the Act**") to exercise all the powers of the Company to allot relevant securities (within the meaning of that section) up to an aggregate nominal amount of £130,829 provided that this authority shall expire 5 years from the date of passing of this resolution, but the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the directors may allot relevant securities in pursuance of such offer or agreement notwithstanding that the authority conferred by this resolution has expired This resolution is additional to subsisting authorities, to the extent unused and the power may be exercised for the following specific purposes -
 - 3 1 up to 85,000 unissued ordinary shares of £1 00 each in the authorised share capital of the Company (as created in accordance with Resolution 1 above) may be allotted in accordance with the terms of 4 convertible loan agreements previously entered into between (i) the Company and Finance Wales Investments (6) Limited and (ii) the Company and Finance Wales Investments (3) Limited ("**the Convertible Loans**"), and
 - 3 2 up to 45,829 unissued ordinary shares of £1 00 each in the authorised share capital of the Company may be generally allotted to such persons as are approved by the Board in connection with an investment of up to £549,948 in the Company



- 4 **THAT** Article 14 of the New Articles (and for the avoidance of doubt Article 14 of the Current Articles) shall not apply in respect of the allotment of the shares referred to in Resolution 3 above

Signed

Company Secretary

A handwritten signature in black ink, appearing to be 'S. H.' followed by a stylized flourish or surname.

Company No. 5089373

THE COMPANIES ACTS 1985 and 1989

and

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

**NEW
ARTICLES OF ASSOCIATION**

(adopted by special resolution passed on 6 July 2010)

of

ALZEIM LIMITED

PRELIMINARY

1. TABLE A

- 1 1 The regulations contained in Table A, save in so far as they are excluded or varied by these Articles, and the regulations contained in these Articles shall together constitute the regulations of the Company
- 1 2 The regulations of Table A numbered 24, 40, 73 to 77 (inclusive), 80, 96, 101 and 118 do not apply to the Company.
- 1 3 In the event of any conflict or inconsistency between the provisions of Table A and the regulations contained in these Articles, the provisions of these Articles shall prevail

2 INTERPRETATION

- 2 1 In these Articles unless the context otherwise requires each of the following words and expressions shall have the following meanings

| | |
|-------------------------------|--|
| “acting in concert” | shall have the meaning set out in the City Code on Takeovers and Mergers for the time being, |
| “the Acts” | means the Companies Act 1985 (as amended from time to time) and the Companies Act 2006 (to the extent that it is force from time to time), |
| “Auditors” | means the auditors to the Company for the time being, |
| “Board” | means the board of directors of the Company for the time being or, as the context may require, any duly authorised committee, |
| "B ordinary shares" | means the B ordinary shares of £1 00 each in the capital of the Company having the rights set out in Article 4 , |
| “Business Day” | means any day except Saturday, Sunday or any Bank Holiday in England or Wales, |
| “Controlling Interest” | an interest (within the meaning of schedule 1 of the Companies Act 2006) in shares in the Company conferring in aggregate more than 50% of the total voting rights normally exercisable at a general meeting of the Company, |
| “connected with” | shall be determined in accordance with the provisions of section 839 of the Income and |

Corporation Taxes Act 1988,

“Employee Trust”

means any trust established by the Company for the benefit of employees or any of the persons referred to in section 743 of the Companies Act 1985 and which has been approved by Finance Wales,

“Family Member”

means the wife or husband (or widow or widower), children and grandchildren (including step and adopted children and grandchildren) of a member of the Company,

“Family Shares”

means, in relation to a member of the Company, any Shares for the time being held by that member or any of his Family Members or trustees of his Family Trust,

“Family Trust”

means, in relation to a member of the Company, a trust which does not permit any of the settled property or the income from it to be applied otherwise than for the benefit of that member or any of his Family Members and under which no power of control over the voting powers conferred by any Shares the subject of the trust is capable of being exercised by, or being subject to the consent of, any person other than the trustees or such member or any of his Family Members,

“Financial Year”

means an accounting period of 12 months in respect of which the Company prepares its accounts in accordance with the relevant provisions of the Acts,

“Finance Wales”

Finance Wales Investments (5) Limited (registered in England and Wales with company number 6350427,

“Gambit”

Gambit Corporate Finance,

“Group”

means the Company and its subsidiary undertakings from time to time and references to “member of the Group” or to “Group Member” shall be construed accordingly,

“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 of that share,

“Issue Price”

means, in respect of a share in the capital of the Company, the aggregate of the amount paid up (or credited as paid up) in respect of the nominal value and any share premium,

"Investor Director"

means the director appointed pursuant to **Article 18**,

"Investor Group"

means (in relation to the Investor)

- (a) the Investor or any subsidiary or holding company of the Investor or subsidiary of a holding company of the Investor (but not including any body corporate which is a subsidiary of the Investor or subsidiary of a holding company of the Investor by reason of an investment made by the Investor or such holding company) (each a "Relevant Person"), or
- (b) any partnership (or the partners in any such partnership) of which any Relevant Person is general partner, manager, consultant or adviser, or
- (c) any unit trust or other fund of which any Relevant Person is trustee, manager, consultant or adviser, or
- (d) any unit trust, partnership or other fund, the managers of which are advised by any Relevant Person, or
- (e) any nominee or trustee of any Relevant Person, or
- (f) any person or firm, authority or organisation (whether or not incorporated) which is the successor in title to, or in whom is vested, or by whom responsibility is assumed for the whole or a substantial part of the functions, assets and liabilities of a Relevant Person,

"Investor"

means Finance Wales Investments (5) Limited and shall include any permitted assignee of the same,

"June 2010 Shareholders"

means J Gordon Bonnyman, Duncan Aldred, James Arnell, Mark Arnell, Lionel Giacomotto, Alastair Dickson, Kenneth Broe, Richard Buller, the Trustees of S E J Henderson SIPP, Neil McLeod, Frank Ryan, Andrew Williams, Derek Watts, Anton Robinson, Drew Nelson, Alan Porter, John Arthur and each, for so long as he continues to hold any Shares, a **"June 2010 Shareholder"**,

"June 2010 Majority"

means June 2010 Shareholders holding between them a majority of the Shares held by June 2010

Shareholders,

"Listing"

means the admission by the Financial Services Authority in its capacity as the UK Listing Authority of any part of the share capital of the Company to the Official List of London Stock Exchange plc or the admission by London Stock Exchange plc of any part of the share capital of the Company to trading on the Alternative Investment Market of London Stock Exchange plc or the admission by any recognised investment exchange (within the meaning of section 285 of the Financial Services and Markets Act 2000) of any part of the share capital of the Company, and, in each case, such admission becoming effective,

"ordinary shares"

means the ordinary shares of £1 00 each in the capital of the Company having the rights set out in **Article 4**,

"Ordinary Shares"

means the ordinary shares and the B ordinary shares,

"RPI"

means the index entitled "General Index of Retail Prices – All Items" prepared by the Office for National Statistics or, if such index is not published for the period in question, any replacement or substitute therefor (in each case taking into account any official reconciliation or change in its basis of calculation),

"Sale"

means the transfer (other than a transfer permitted under **Articles 8.1, 8.2, 8.3(a) and 8.3(b)**) of any interest in the shares of the Company to any person (whether by one transaction or by a series of transactions) resulting in that person alone or together with persons acting in concert with such person having the right to exercise a Controlling Interest,

"Shares"

means the Ordinary Shares and,

"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, the Companies Act 1985 (Electronic Communications) Order 2000, the Companies (Tables A to F) Amendment Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007,

articles) shall, unless the context otherwise requires, have the same meanings when used in these Articles

- 2 3 Any reference in these Articles to "**in writing**" and "**written**" includes any method of reproducing words or text in a legible and non-transitory form and, for the avoidance of doubt, shall include e-mail

SHARE RIGHTS

3 MAXIMUM ALLOTTED SHARE CAPITAL

The maximum allotted share capital of the Company at the date of amendment of these articles is £1,000,000 divided into 991,060 ordinary shares and 8,940 B ordinary shares

4 RIGHTS ATTACHED TO SHARES

The rights attached to the Shares are as follows

4 1 Dividends

The profits of the Company available by law for distribution which the Company determines to distribute in respect of any Financial Year shall, subject to the approval of the members of the Company in general meeting, be distributed amongst the holders of the Ordinary Shares then in issue according to the number of such Shares held by each such holder

4 2 Capital

On a return of capital on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment of its liabilities shall be distributed amongst the holders of the Ordinary Shares in proportion to the numbers of Ordinary Shares held by each

4 3 Voting

The holders of the Ordinary Shares shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and the holder of such Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote, and, on a poll, have one vote each for every Share of which he is the holder

4 4 Leaver

If a person gives a Deemed Transfer Notice pursuant to **Article 11** as a result of a Transfer Event described in **Article 11.1** occurring, then such person shall from the date of such Deemed Transfer Notice cease to have any of the rights described in

- (a) **Article 4.1 (dividends)**, and

(b) **Article 4.3 (voting).**

5 **[THERE IS NO ARTICLE]**

6 **VARIATION OF RIGHTS**

Whenever the share capital of the Company is divided into different classes of share, the special rights attached to any such class may only be varied or abrogated (either whilst the Company is a going concern or during or in contemplation of a winding-up) either (i) with the consent in writing of the holders of more than three-fourths of the issued shares of that class, or (ii) with the sanction of a special resolution passed at a separate general meeting of the holders of that class. To every such separate general meeting all the provisions of these articles relating to general meetings of the Company (and to the proceedings at such general meetings) shall apply

TRANSFER OF SHARES

7 **GENERAL**

7.1 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. Subject thereto, the Board shall sanction any transfer so made unless (i) the registration thereof would permit the registration of a transfer of shares on which the Company has a lien (ii) the transfer is to a minor or (iii) the Board is otherwise entitled to refuse to register such transfer pursuant to these Articles

7.2 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

7.2.1 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

7.2.2 any sale or any other disposition 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

8. **PERMITTED TRANSFERS**

Notwithstanding the provisions of any other article, the transfers set out in this **Article 8** shall be permitted without restriction and the provisions of **Article 9** (Voluntary Transfers) and **10** (Change of Control) shall have no application

8.1 **Permitted transfers by Investors**

(a) Any Investor holder being a body corporate shall be entitled to 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 it shall, within 15 Business 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 holder shall be deemed to have given a Transfer Notice pursuant to **Articles 9 and 11**

- (b) A member of an Investor Group may transfer Shares to another member of that Investor Group
- (c) A member of an Investor Group may transfer Shares to any financial institution or private equity or venture capital house, including (without limitation) any member of that Investor Group. Any Investor wishing to transfer Shares pursuant to this **Article 8.1(c)** shall give the Company reasonable advance notice of its intention to transfer such Shares and shall give the Company and the holders of the Ordinary Shares a reasonable opportunity to make representations to the Investor regarding such proposed transfer

8.2 Permitted Transfers by non-Investors

- (a) Subject to **Articles 8.2(a) to 8.2(d)** inclusive, any holder who is an individual may at any time transfer Shares held by him to a person or persons shown to the reasonable satisfaction of the Board to be -
 - (i) a Family Member of his, or
 - (ii) trustees to be held under a Family Trust in relation to that individual or their Family Members
- (b) Subject to **Article 8.2(c)**, no Shares shall be transferred under **Article 8.2(a)** by any person who previously acquired those Shares by way of transfer under **Article 8.2(a)** save to another individual who is a Family Member of the original holder of such Shares
- (c) Where Shares are held by trustees under a Family Trust -
 - (i) those Shares may, on any change of trustees, be transferred by those trustees to any new trustee of that Family Trust whose identity has been approved in writing by the Investor,
 - (ii) those Shares may at any time be transferred by those trustees to the settlor of that trust or any person to whom that settlor could have transferred them under **Article 8.2(a)** if he had remained the holder of them, and
 - (iii) if any of those Shares cease to be held under a Family Trust (other than by virtue of a transfer made under **Articles 8.2(c)(ii)**), the trustees shall be deemed to have given a Transfer Notice in respect of all the Shares then held by those trustees pursuant to **Article 11**
- (d) If -
 - (i) any person has acquired Shares as a Family Member of a holder by way of one or more permitted transfers, and
 - (ii) that person ceases to be a Family Member of that holder (other than in the event of such person's death)

that person shall forthwith transfer all the Shares then held by that person back to that holder (or another permitted transferee of his), for such consideration as they agree, within 21 days of the cessation, or, failing such transfer within that period, shall be deemed to have given a Transfer Notice in respect of all the Shares then held by that person pursuant to **Article 11**

- (e) If the personal representatives of a deceased holder are permitted under these Articles to become registered as the holders of any of the deceased holder's Shares and elect to do so, those Shares may at any time be transferred by those personal representatives under **Article 8.2** to any person to whom the deceased holder could have transferred such Shares under this Article if he had remained the holder of them. No other transfer of such Shares by personal representatives shall be permitted under this **Article 8**

8 3 Permitted Transfers by all Shareholders

- (a) Any holder may at any time transfer any Shares in accordance with the provisions of the Acts to the Company
- (b) Any holder may at any time transfer all or any of his Shares to any other person with the prior written consent of the Board, the Investor and the June 2010 Shareholders (acting by June 2010 Majority)
- (c) Any shares may be transferred pursuant to **Article 9** (Voluntary Transfer) and **10** (Change of Control)

8 4 Permitted Transfers by Gambit

- (a) Any person who from time to time holds Shares on trust for any of the partners of Gambit may at any time transfer any Shares to any other person who holds on trust for any of the partners of Gambit
- (b) Any person who holds Shares on trust for any of the partners of Gambit may at any time transfer any Shares to any person who is beneficially entitled to such Shares or any Family Member or Family Trust of such person,
- (c) Any person who holds Shares on trust for any of the partners of Gambit may at any time transfer any Shares to any successor partnership or body corporate to whom the business of Gambit is transferred

9 VOLUNTARY TRANSFERS

- 9 1 Except as permitted under **Article 8** any holder who wishes to transfer Shares (the "**Vendor**") shall give notice in writing (the "**Transfer Notice**") to the Company of his wish specifying

9 1 1 the number and class(es) of Shares ("**the Sale Shares**") which he wishes to transfer,

- 9 1 2 the name of any third party to whom he proposes to sell or transfer the Sale Shares,
 - 9 1 3 the price at which he wishes to transfer the Sale Shares (the “**Transfer Price**”); and
 - 9 1.4 whether or not the Transfer Notice is conditional upon all, and not part only, of the Sale Shares so specified being sold pursuant to the offer hereinafter mentioned (“**a Total Transfer Condition**”) and, in the absence of such stipulation, it shall be deemed not to be so conditional
- 9 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
- 9.2 1 that all the shares registered in the name of the Vendor shall be included for transfer,
 - 9 2 2 that (subject to **Article 11**) the price for the shares shall be as agreed between the Board and the Vendor or, failing agreement, shall be fair value as determined by the Auditors pursuant to **Article 12**, and
 - 9 2 3 that a Total Transfer Condition shall not apply
- 9 3 No Transfer Notice once given or deemed to be given in accordance with these Articles shall be withdrawn unless the Vendor is obliged to procure the making of an offer under **Article 10** and is unable so to procure In that event the Vendor shall be entitled to withdraw such Transfer Notice, without liability to any person, prior to completion of any transfer
- 9.4 The Transfer Notice shall constitute the Company the agent of the Vendor for the sale of the Sale Shares at the Transfer Price
- 9 5
- (a) The Company shall forthwith upon receipt of a Transfer Notice or, where later, upon the determination of the Transfer Price give notice in writing to each of the holders of Shares informing them that the Sale Shares are available and of the Transfer Price. Such notice shall invite each holder to state, in writing within 20 business 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) The Sale Shares shall be offered to each shareholder 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) Within 3 days of the expiry of the offers to be made pursuant to **Article 9.5(a)** (or sooner if all the Sale Shares offered shall have been accepted in the

manner provided in **Article 11.5(a)**), the Board shall allocate the Sale Shares in the following manner

- (i) if the total number of Shares applied for 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) in the order of priorities set out in **Article 9.5(a)**, 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 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 Vendor 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

9 6 Subject to **Article 9.7**, upon such allocations being made as aforesaid, the Vendor 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 free from any lien, charge or encumbrance. If he makes default in so doing, 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 Vendor with full power to execute, complete and deliver in the name and on behalf of the Vendor a transfer of the relevant Sale Shares to the Member Applicant and any Director may receive and give a good discharge for the purchase money on behalf of the Vendor 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. 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 Vendor 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

9 7 If the Vendor shall have included in the Transfer Notice a Total Transfer Condition 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 10 Business 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 9** shall be conditional upon such provision as aforesaid being complied with in full

9 8 In the event of all the Sale Shares not being sold under the preceding paragraphs of this **Article 9** the Vendor 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

9 8 1 if the Vendor stipulated in the Transfer Notice that unless all the Sale Shares were sold none should be sold, the Vendor shall not be entitled, save with the written consent of all the other shareholders of the Company, to sell hereunder only some of the Sale Shares comprised in the Transfer Notice to such person or persons,

9 8 2 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 purchaser and, if not so satisfied, may refuse to register the instrument of transfer, and

9 8 3 for the avoidance of doubt, the Board shall refuse registration of the proposed transferee if such transfer obliges the Vendor to procure the making of an offer in accordance with **Article 9.1**, until such time as such offer has been made and, if accepted, completed

10 **CHANGE OF CONTROL**

10 1 (a) Subject to **Article 10.1(b)** if any transfer of shares by a Vendor would, if completed, result in the transferee together with persons acting in concert or connected with that transferee obtaining a Controlling Interest, the Vendor shall procure the making, by the proposed transferee of the Vendor's shares, of a Come Along Offer to all of the other holders of Shares of the Company. Every holder or recipient of such offer, on receipt of a Come Along Offer, shall be bound within 28 days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Come Along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer or transfers.

(b) The provisions of **Article 10.1(a)** and **10.2(a)** shall not apply to any transfer of shares:

(i) pursuant to **Article 8** (other than **Article 8.3(c)**),

(ii) to any person who was holder of Shares at the date of the adoption of these articles

(c) "**Come Along Offer**" means an unconditional offer, open for acceptance for not less than 20 Business Days, to purchase all Shares held by the recipients of a Come Along Offer or Shares which recipients may subscribe free from all liens, charges and encumbrances at a price per share equal to the highest price per share (exclusive of stamp duty, stamp duty reserve tax and commission)

paid or to be paid by any transferee referred to in **Article 10.1(a)** (or any person with whom such transferee is connected or with whom such transferee is acting in concert) for Shares (inclusive of the shares giving rise to the obligation to make the Come Along Offer) within the period of one year prior to and on the proposed date of completion of such transfer of Shares

- (d) In the event of disagreement, the calculation of the relevant Come Along Offer price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by the parties concerned (or in the event of disagreement as to nomination appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales at the request of any such party) whose decision shall (in the absence of fraud or manifest error) be conclusive and binding on the Company and upon all its members for the purposes of these articles

- 10.2
- (a) If the holders of a majority of the issued Shares, such majority to include Finance Wales and a June 2010 Majority, (in this **Article 10.2**, the “Vendors”) wish to transfer their shares in the Company (the “Offer”) to any person (the “Purchaser”), then the Vendors shall also have the option subject to **Article 10.2 (c)** to require all of the other holders of Shares to transfer all their Shares in the Company to the Purchaser, or as the Purchaser directs, by giving notice (the “Drag Along Notice”) to that effect to all such other holders (the “Called Shareholders”) specifying that the Called Shareholders are, or will, in accordance with this **Article 10.2(a)**, be required to transfer their Shares pursuant to this **Article 10.2(a)** free from all liens, charges and encumbrances and the price (the “Proposed Price”) at which such Shares are proposed to be transferred (which shall be the price which would be required under a Come Along Notice) and also specifying the date on which such transfer shall take place provided that it shall not be before 28 days have elapsed from the date of the Drag Along Notice
 - (b) If the Called Shareholders (or any of them) shall make default in transferring their Shares pursuant to this **Article 10.2**, the provisions of **Article 9.6** (references therein to the Vendor, Sale Shares, Allocation Notice and Member Applicant being read as references to the holder making such default, the shares in respect of which such default is made, the Drag Along Notice and the Purchaser respectively) shall apply to the transfer of such Shares mutatis mutandis but the Transfer Price shall be the price offered for such Shares as set out in this **Article 10.2** and the provisions of **Article 9.7** shall not apply
 - (c) If the Called Shareholders receive a Drag Along Notice under **Article 10.2(a)** the Called Shareholders shall not be required to transfer their Shares if they instead give notice to the Vendors (a “Counter Notice”) that they wish to purchase all of the Shares of the Vendors at the Proposed Price. Completion of the purchase of the Shares of the Vendors by the Called Shareholders (in such proportion as the Called Shareholders may decide) or by another vehicle established for such purpose by the Called Shareholders shall take place 14 days after the date of the Counter Notice and if the Vendors (or any of them) shall make default in transferring their Shares pursuant to this **Article 10.2(c)**, the provisions of **Article 9.6** (references therein to the Vendor, Sale Shares, Allocation Notice and Member Applicant

being read as references to the Vendor making such default, the shares in respect of which such default is made, the Counter Notice and the Called Shareholders respectively) shall apply to the transfer of such Shares mutatis mutandis but the Transfer Price shall be the price offered for such Shares as set out in this **Article 10.2(c)** and the provisions of **Article 9.7** shall not apply

11 **COMPULSORY TRANSFERS**

11.1 In this **Article 11**, a “**Transfer Event**” means, in relation to any member.

- (a) a member who is an individual becoming bankrupt and the Investor notifying the Company within 3 months of the matters coming to his attention that such event is a Transfer Event in relation to that member for the purposes of this article,
- (b) a member making any arrangement or composition with his creditors generally and the Investor notifying the Company within 3 months of the matter coming to his attention that such event is a Transfer Event in relation to that member for the purposes of this article,
- (c) a member which is a body corporate
 - (i) having a receiver, manager or administrative receiver appointed over all or any part of its undertaking or assets, or
 - (ii) having an administrator appointed in relation to it, or
 - (iii) entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or
 - (iv) having any equivalent action taken in any jurisdiction,

and the Investor notifying the Company within 3 months of the matter coming to his attention that such event is a Transfer Event in relation to that member for the purpose of this article,

- (d) a member who is or was previously an executive director or employee of a member of the Group ceasing to hold such office or employment by reason either of his voluntary resignation at any time prior to the second anniversary of the date of adoption of these articles or by dismissal for gross misconduct at any time and as a consequence no longer being an executive director or employee of any member of the Group and the Investor notifying the Company within 3 months of the matter coming to its attention that such event is a Transfer Event in relation to that member for the purposes of this Article (for the avoidance of doubt, any resignation by Kevin Marc Stephens from his position as chief executive officer of the Company and the acceptance by him of a part-time role in the Company or a position as non-executive director of the Company shall not constitute a Transfer Event provided such resignation and appointment aforesaid has been consented to in

advance in writing by the Investor (which consent is in the absolute discretion of the Investor and which may be given conditionally or otherwise)),

- (e) a member attempting to deal with or dispose of any Share or any interest in it otherwise than in accordance with these Articles and the Investor notifying the Company within 3 months of the matter coming to his attention that such event is a Transfer Event in relation to that member, and
- (f) failure by a member to make a transfer of shares required by **Articles 8.1(a) or 8.2(d)** and the Investor notifying the Company within 3 months of the matter coming to his attention that such event is a Transfer Event in relation to that member for the purposes of this article

- 11 2 Upon the happening of any Transfer Event, the member in question and any other member who has acquired Shares from him under a permitted transfer pursuant to **Article 8.2** (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 them and which in the case of a transferee of shares were the Shares received directly or indirectly from the member who is the immediate subject of the Transfer Event (a "**Deemed Transfer Notice**") 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

Notwithstanding any other provision of these Articles, if the Investor so notifies the Board in relation to any Shares, 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 between the date of the relevant Deemed Transfer Notice and the expiry of 3 months after the date of the Sale Notice given in respect of those Shares or, if earlier, the entry in the register of members of the Company of another person as the holder of those Shares

- 11 3 The Shares the subject of any Deemed Transfer Notice shall be offered for sale in accordance with **Article 9** as if they were Sale Shares in respect of which a Transfer Notice had been given save that

- (a) a Deemed Transfer Notice shall be deemed to have been given on the date of the Transfer Event or, if later, the date of notification to the Company by the Investor that the relevant event is a Transfer Event,
- (b) subject to **Article 11.4**, the Sale Price shall be a price per Sale Share agreed between the Vendor, the Board and the Investor or, in default of agreement, within 21 days after the date of the Transfer Event, the Fair Value,
- (c) a Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition and shall be irrevocable,
- (d) the Vendor may retain any Sale Shares for which Purchasers are not found or, after the expiry of the relevant Offer Notice and with the prior written approval of the Investor, sell all or any of those Sale Shares to any person (including any member) as any price per Sale Share which is not less than the Sale Price, and

- (e) the Sale Shares shall be sold together with all rights attaching thereto as at the date of the Transfer Event

11 4 The Sale Price for any Sale Shares which are the subject of a Deemed Transfer Notice given as a consequence of a Transfer Event falling within **Article 11.1(d)** shall be the lesser of their Fair Value and their Issue Price

11 5 “**Fair Value**” for the purposes of these Articles means as agreed between the Board (with the approval of the Investor) and the Vendor or, in the absence of agreement within 21 days of the Transfer Event, by the Auditors in accordance with **Article 12**

12 VALUATION OF SHARES

12 1 In the event that the Auditors are required to determine the price at which Shares are to be transferred pursuant to these Articles, such price shall be the amount the Auditors shall, 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 12** is required), certify in writing to be the price which, in their opinion, represents a fair value for such Shares as between a willing vendor and a willing purchaser as at the date the Transfer Notice or deemed Transfer Notice is given. In making such determination, the Auditors shall not take any account of whether the Sale Shares comprise a majority or a minority interest in the Company nor the fact that transferability is restricted by these articles (and shall assume that the entire issued share capital of the Company is being sold) and comprises only of Ordinary Shares

12 2 In so certifying, the Auditors shall act as experts and not as arbitrators and their decision shall be conclusive and binding on the Company and upon all of its holders for the purposes of these articles

12 3 The costs of the Auditors shall be borne by the Company unless, in the case of a determination required pursuant to the provisions of **Article 9.2**, the amount determined by the Auditors is less than that suggested by the Board in which event the costs of the Auditors shall be borne by the Vendor

13 COMPLIANCE

13 1 For the purpose of ensuring (i) that a transfer of Shares is duly authorised under these articles or that (ii) no circumstances have arisen whereby a Transfer Notice is required to be or ought to have been given under these Articles or (iii) whether an offer is required to be or ought to have been made under **Article 12**, 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 reasonably 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

13 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 offer is required to be or ought to have been made under **Article 10**, or that 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 an offer is required to be or ought to have been made under **Article 10**

13 2 1 where the purpose of the enquiry by the Board was to establish whether a Transfer Notice is required to be or ought to have been given, then a Transfer Notice shall be deemed to have been given by the holder of the relevant shares in respect of such shares; or

13 2 2 where the purpose of the enquiry by the Board was to establish whether an offer is required to be or ought to have been made under **Article 10**, then the shares held by or on behalf of the person or persons connected with each other or acting in concert with each other who has or have (as the case may be) obtained a Controlling Interest as is referred to in **Article 10.1**, such shares shall cease to entitle the relevant holder or holders (or any proxy) to voting rights (whether on a show of hands or on a poll and whether exercisable at a general meeting of the Company or at a separate meeting of the class in question) otherwise attaching to such shares or to any further shares issued in right of such shares or in pursuance of an offer made to the relevant holders to the extent that will result in such person or persons aforesaid only being able to control that percentage of the voting rights attaching to the Ordinary Shares that such person or persons were in a position to control prior to the obligation to procure the making of an offer arising

GENERAL

14 ISSUE OF SHARES

14 1 Save as provided for in Article 14 9, all new Shares shall, before they are issued whether for cash or otherwise, be offered for subscription to the registered holders of the Shares (which for these purposes shall be treated as one class of share (in proportion, as nearly as may be, to their respective holdings of Shares))

14 2 The offer referred to in **Article 14.1** shall be made by notice specifying the number and class of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 14 days) "**the First Offer Period**" within which the offer, if not accepted will be deemed to be declined

14 3 After the expiration of the First Offer Period, the Board shall offer shares which have been declined or are deemed to have been declined to the persons who have within that period accepted all the shares offered to them Such further offer shall be on the same terms as the first offer and shall invite each of the holders to state in writing a period "**the Second Offer Period**" of not less than 14 days whether he is willing to take any, and if so what maximum, number of the shares so offered

14 4 At the expiration of the Second Offer Period, the Board shall allot the shares so offered to or amongst the persons who have notified their willingness to take such

shares and in, the event of competition, in proportion as nearly as may be to the number of Shares held by such persons respectively as the case may be. The Board shall make such arrangements as they shall think fit concerning entitlements to fractions, overseas shareholders and shareholders unable by law or regulation to receive or accept any offer pursuant to this Article. No member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take.

14 5 Any Shares not accepted by the foregoing procedure shall be at the disposal of the Board who may allot, grant options over, otherwise dispose of them to such persons at such time and generally on such terms and conditions as they determine provided that no shares shall be issued at a discount and provided further that, in the case of shares not accepted as aforesaid, such shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the members.

14 6 Sections 89 and 90 of the Companies Act 1985 shall not apply to the Company.

14 7 No Shares shall be allotted on the terms that the right to take up the shares allotted may be renounced in favour of, or assigned to, another person and no person entitled to allotment of a share may direct that such share may be allotted or issued to any other person.

14 8 Shares issued to a member by reference to his holding of a class of the Equity Shares shall on issue be designated a share of such class.

14 9 Notwithstanding the foregoing provisions of this Article 14, provided that they obtain the prior written consent of Finance Wales and the June 2010 Shareholders (acting by June 2010 Majority) to any proposed issue under this Article 14 9, the Directors shall be authorised to issue, in each Financial Year, further Ordinary Shares in an amount of up to 10% of the number of Ordinary Shares which are in issue at the commencement of the relevant Financial Year without any rights of pre-emption applying in respect of any such issues.

15 GENERAL MEETINGS

15 1 No business shall be transacted at any general meeting unless a quorum of holders is present at the time when the meeting proceeds to business and for its duration. Two persons, being holders 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.

15 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.

16 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

17 REMOVAL OF DIRECTORS

The office of any Director shall be vacated if

17 1 (in the case of an executive Director only and unless the Investor agrees otherwise) he shall, by reason either of his voluntary resignation any time prior to the second anniversary of the date of adoption of these articles or by dismissal for gross misconduct at any time, cease to be employed by the Company or any subsidiary of the Company and he does not remain an employee of any other Group Member (for the avoidance of doubt, any resignation by Kevin Marc Stephens from his position as chief executive officer of the Company and the acceptance by him of a part-time role in the Company or a position as non-executive director of the Company shall not constitute voluntary resignation for the purposes of this Article 17 1) provided such resignation and appointment aforesaid has been consented to in advance in writing by the Investor (which consent is in the absolute discretion of the Investor and which may be given conditionally or otherwise)), or

17 2 (other than in the case of an Investor Director) all the other Directors request his resignation in writing,

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

18 INVESTOR DIRECTOR AND OBSERVER

18 1 Finance Wales may from time to time, for so long as it continues to hold Shares, appoint any person to be a director with the title of investor director ("**the Investor Director**" which expression shall, where the context so permits, include a duly appointed alternate of such a director) and from time to time remove the Investor Director from office

18 2 There shall not be more than one director bearing the title of Investor Director in office at any time

18 3 Any appointment or removal of the Investor Director shall be in writing served on the Company signed by Finance Wales and shall take effect at the time it is served on the Company or produced to a meeting of the Board, whichever is earlier Any such appointment or removal by a corporation may be signed on its behalf by its duly authorised representative

18 4 Notice of meetings of the Board shall be served on any Investor Director who is absent from the United Kingdom at the registered office of Finance Wales The third sentence of regulation 88 shall not apply

18 5 Upon written request of Finance Wales the Company shall procure that the Investor Director is forthwith appointed as a director of any other member of the Group to any committee of the Board or the board of any member of the Group

18 6 Regulation 81(e) shall not apply to the Investor Director or the Chairman

18 7 Finance Wales has the right to nominate an observer to attend all meetings of the Board and the Company ("**the Observer**") The Observer shall have the right to attend but not speak (unless invited to do so by the Chairman of such meeting) or vote at such meetings

18 8 The June 2010 Shareholders shall, together (acting by June 2010 Majority), for so long as Shares continue to be held by June 2010 Shareholders, have the right to nominate an observer to attend all meetings of the Board and the Company The Observer shall have the right to attend but not speak (unless invited to do so by the Chairman of such meeting) or vote at such meetings

19 **ALTERNATE DIRECTORS**

19 1 The appointment by any Investor Director of 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

19 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

19 3 A Director, or any such other person as is mentioned in regulation 65 of Table A, as modified by **Article 19.1** 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

20 **PROCEEDINGS OF DIRECTORS**

20 1 The quorum for meetings of the Board shall be two directors one of whom must be the Investor Director (if appointed)

20 2 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

20 3 Except with the prior written consent of the Investor Director (or, in the event that there is no Investor Director, the prior written consent of Finance Wales for so long

as it continues to hold Shares), 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. Reference in regulation 98 to the "Chairman" shall be construed as a reference to the "Investor Director" for so long as one is appointed

21 THE SEAL

21 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

21 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

22 INDEMNITY

22 1 Subject to the provisions of the Acts, every Director or other officer of the Company (other than the Auditors) 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 or other officer 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 23** shall only have effect in so far as its provisions are not avoided by section 532 of the Companies Act 2006. The Board shall have power to purchase and maintain for any Director or other officer of the Company and the Auditors 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

23 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

24 LIEN

The lien conferred by regulation 8 of Table A shall attach to all Shares, whether or not fully paid up 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)

25 CONDUCT OF THE COMPANY

None of the following matters shall occur without the prior written approval of the Investor and the June 2010 Shareholders (acting by June 2010 Majority) (save in respect of any matter which is included in any business plan which is adopted by the Company and approved by the Investor and the June 2010 Shareholders, and such matter shall be deemed to have the prior written approval of the Investor and the June 2010 Shareholders and there shall be no need for separate specific approval to be obtained) PROVIDED THAT (i) if the Investor declines to approve any matter set out below but the June 2010 Shareholders grant their approval to such matter, the June 2010 Shareholders shall have the right (acting by June 2010 Majority) to refer such matter to all Shareholders for approval and if the holders of more than 50% of the Shares then in issue approve such matter then that matter may take place notwithstanding that the approval of the Investor has not been obtained, and (ii) if the June 2010 Shareholders (acting by June 2010 Majority) decline to approve any matter set out below but the Investor grants its approval to such matter, the Investor shall have the right to refer such matter to all Shareholders for approval and if the holders of more than 50% of the Shares then in issue approve such matter then that matter may take place notwithstanding that the approval of the June 2010 Shareholders has not been obtained

Shareholder Matters

- 25 1 Any variation in the authorised or issued share capital of the Company or the creation or the granting of any options or other rights to subscribe for, or convert into, shares of the Company or the variation of the rights attaching to such shares
- 25 2 The making of any material change in the nature of the business of the Company
- 25 3 The giving of notice of any resolution to wind-up the Company, or the filing of any petition for the appointment of an administrator or liquidator, or the making of an invitation to any person to appoint an administrative receiver
- 25 4 The declaration making or payment of any dividend or other distribution to the holders of the Shares other than as expressly permitted under the Articles
- 25 5 A Sale or a Listing
- 25 6 The amendment of any provision of the memorandum of association of the Company or the Articles
- 25 7 The appointment or removal of any director of the Company The appointment or removal of the Investor Director is dealt with under Article 18 and shall not require the consent of June 2010 Shareholders
- 25 8 The establishment by the Company, or variation to the terms of any share option, shadow share option, profit sharing, bonus or incentive scheme (other than options over the authorised B ordinary shares as at the date of adoption of these Articles)

- 25 9 The reduction of the Company's share capital, share premium account, capital redemption reserve or any other reserve (other than the payment up of options over the authorised B ordinary shares as at the date of adoption of these Articles)
- 25 10 Any disposal of the whole or substantially the whole of the business of the Company or any subsidiary of the Company
- 25 11 The entry into, termination or variation of any contract or arrangement between the Company and a Shareholder or a director of the Company (other than field rental for bulb growing on normal commercial terms), including the waiver of any breach of such a contract or arrangement

Financial Matters

- 25 12 The creation, extension or variation of any guarantee, save as
- 25 12 1 implied by law, or
- 25 12 2 made in the normal course of the supply of goods and services by the Company
- 25 13 The creation, extension or variation of any mortgage, charge or security interest over any asset of the Company
- 25 14 Any change in the accounting reference date of the Company
- 25 15 The incurring by the Company of any borrowing or other indebtedness in the nature of borrowings in excess of £25,000
- 25 16 The lending of money (except a wholly-owned subsidiary for use in the normal course of trading)
- 25 17 Any change in the Company's accounting policies or principles or the basis of their application, save for any changes required from time to time to comply with changes in the law or with Statements of Standard Accounting Practice or Financial Reporting Standards
- 25 18 The appointment or removal of auditors to the Company (other than reappointment of an existing auditor) if required by law to have an auditor appointed
- 25 19 The issue or redemption of any loan stock of the Company
- 25 20 The factoring of the Company's debts
- 25.21 The repayment of any loans owed to shareholders of the Company or to Directors

Trading Matters

- 25 22 The entering into or termination of any employment contract, contract of service, consultancy or service agreement or any other agreement in respect of the services of any person where
- 25 22 1 such person is, or is to be, a director or shareholder of the Company (or a person connected with a director or shareholder), or

- 25 22 2 the annual benefits (including bonus and pension contributions) payable under such contract to such person and their connected parties is or is to be in excess of £50,000 (subject to an RPI increase on an annual basis)
- 25 23 The alteration of any of the contracts or agreements falling within the preceding **Article 25.22**, or any increase or variation in the basis of calculating the remuneration paid by the Company (including any salary, fee, bonus or commission entitlement or arrangement or pension contribution) under any such contract or agreement
- 25 24 Any acquisition or disposal (other than by lease, licence or hire purchase) by the Company of any asset or group of assets which is for a consideration or having a value:-
- 25 24 1 of more than £25,000, or
- 25 24 2 which would cause the aggregate of the consideration or values of such items so acquired or disposed of during the then current Financial Year to exceed £50,000
- 25 25 The entering into by the Company or any member of the Group of any hire purchase, credit sale, conditional sale or leasing agreement having a value (in relation to the aggregate of all such contracts entered into by the Group) in excess of £25,000 in total
- 25 26 The incurring of any capital expenditure commitments or expenditure on revenue items (including harvesting or extraction expenditure) which together with other non-budgeted expenditure in the same financial year would result in an overrun of 10% or more above the total budgeted for the relevant financial year
- 25 27 The undertaking or entering into of any transaction of any nature whatsoever other than on arm's length and upon normal commercial terms
- 25 28 Any expansion, development or evolution of its business otherwise than through the Company or a wholly owned subsidiary of the Company
- 25 29 The entry into of any contract or agreement for the acquisition of freehold or leasehold real property
- 25 30 The commencement or settlement of any litigation or arbitration by the Company where the amount claimed is likely to be in excess of £25,000
- 25 31 The establishment by the Company, or variation to the terms of, any pension or life insurance scheme
- 25 32 The entering into by the Company of any partnership or joint venture
- 25 33 Entering into any agreement or arrangement with respect to any of the Company's trade marks, patents or other intellectual property other than in the ordinary course of trading
- 25 34 The delegation by the directors of the Company of any of their powers to any committee

25 35 The adoption or variation, once agreed, of any business plan or budget

26 **CAPITALISATION OF PROFITS**

Regulation 110 shall apply to the Company save that the Board may allot unissued shares or debentures credited as fully paid to both members and non-members and otherwise in accordance with the provisions of Regulation 110

27 **OBJECTS**

27 1 The Company's objects are unlimited and unrestricted

27 2 The name of the Company is ALZEIM LIMITED

27 3 The Company's registered office is situated in England and Wales

27 4 The liability of the members is limited to the amount, if any, unpaid on the shares held by them

27 5 The Company is a private company limited by shares