

Company No 5146354

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

of

**WILTSHIRE MEDICAL SERVICES LIMITED**  
(the "Company")

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following are passed as Written Resolutions having effect as special resolutions of the Company

**SPECIAL RESOLUTIONS**

- (A) THAT the regulations contained in the document attached hereto be approved and adopted with immediate effect as the new Articles of Association of the Company as substitution for and to the exclusion of all the existing Articles thereof
- (B) THAT "D" shares be issued to the following employee of the Company for the consideration stated against his name.
  - (i) 3 "D" shares to Gwyneth Yvonne Tolfree at par value

FRIDAY

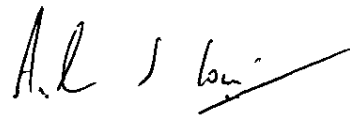


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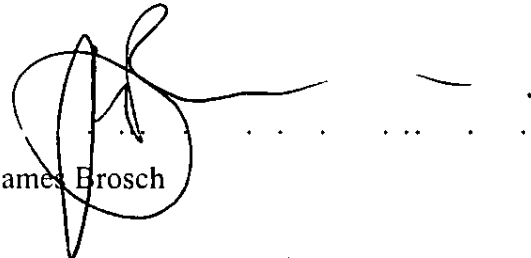
## AGREEMENT

Please read the notes at the end of this document before signifying your agreement to the Resolutions

The undersigned, persons entitled to vote on Resolutions (A) and (B) on the 26 day of August 2008 hereby irrevocably agree to Resolutions (A) and (B).

  
Andrew Cowie

Dated 26-8-08 ..

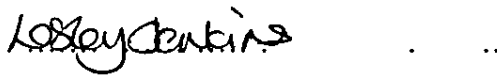
  
James Brosch

Dated 26/8/08 .

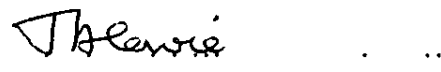
  
Alun Jenkins

Dated 26/8/08 .

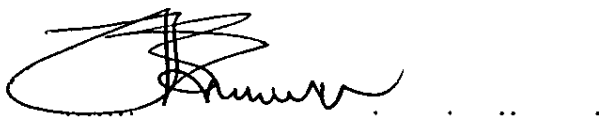
The undersigned, persons entitled to vote on Resolution (A) on the 26..... day of August . . . . . 2008 hereby irrevocably agree to Resolution (A)

  
Lesley Jenkins

Dated 26/8/08 . . . . .

  
Judi Cowie

Dated 26/8/08 .

  
Jan Brosch

Dated .. 26/8/08 . . . . .

## NOTES

1 If you agree with the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company using one of the following methods

- **By Hand:** delivering the signed copy to the company's registered office for the attention of the Company Secretary
- **Post:** returning the signed copy by post to the company's registered office marked for the attention of the Company Secretary

The company's registered office is at 30 Logan Road, Bishopston, Bristol BS7 8DT

If you do not agree to the Resolutions, you do not need to do anything you will not be deemed to agree if you fail to reply

2 Once you have indicated your agreement to the Resolutions, you may not revoke your agreement

3 Unless, by 29 August 2008, sufficient agreement has been received for the Resolutions to pass, it will lapse If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date

4 In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company Seniority is determined by the order in which the names of the joint holders appear in the register of members

5 If you are signing this document on behalf of a person under a power of attorney or other authority please send a copy of the relevant power of attorney or authority when returning this document

**THE COMPANIES ACTS 1985 to 1989**

FRIDAY



**PRIVATE COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION OF**

**WILTSHIRE MEDICAL SERVICES LIMITED**

(adopted by special resolution dated [ 26<sup>th</sup> AUGUST ] 2008)

**1. PRELIMINARY**

1 1 The regulations contained in 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 No 1052) and as further amended by The Companies Act 1985 (Electronic Communications) Order 2000 (SI 2000 No. 3373) (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the Articles of Association of the Company

1 2 In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force and any provision of the Companies Act 2006 for the time being in force

**2. SHARE CAPITAL**

The share capital of the Company as at the date of the adoption of these Articles is £1,000 divided into four classes of shares 250 "A" ordinary shares of £1 each ("A" shares), 250 "B" ordinary shares of £1 each ("B" shares), 250 "C" ordinary shares of £1 each ("C" shares) and 250 "D" ordinary shares of £1 each ("D" shares) Save as provided for in these Articles the "A" shares, the "B" shares, the "C" shares and the "D" shares shall rank pari passu in all respects

**3. ALLOTMENT OF SHARES**

3 1 Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the directors who may (subject to section 80 of the Act and to article 3 4 below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit

3 2 All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the directors propose to issue shall first be offered to the members in proportion as nearly as may be to the number of the existing shares (in the same class) held by them respectively unless the Company in general meeting shall by special

resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than 14 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to those persons (holding shares in the same class as those offered) who have, within the said period, accepted all the shares offered to them, such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such special resolution as aforesaid shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided 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 therefor than the terms on which they were offered to the members. The foregoing provisions of this article 3.2 shall have effect subject to section 80 of the Act.

3.3 In accordance with section 91(1) of the Act sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.

3.4 The directors are generally and unconditionally authorised for the purposes of section 80 of the Act to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said section 80) be renewed, revoked or varied by ordinary resolution.

#### **4. SHARES**

4.1 The lien conferred by regulation 8 in Table A shall attach also to fully paid-up shares, and the Company shall also have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

4.2 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### **5. GENERAL MEETINGS AND RESOLUTIONS**

5.1 Every notice convening a general meeting shall comply with the provisions of section 325 of the Companies Act 2006 as to giving information to members in regard to their right to appoint proxies and notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company.

5 2 1 No business shall be transacted at any general meeting unless a quorum is present Subject to article 5 2 2 below, two persons entitled to vote upon the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum

5 2 2 If and for so long as the Company has only one member, that member present in person or by proxy or (if that member is a corporation) by a duly authorised representative shall be a quorum

5 2 3 If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved

5 2 4 Regulations 40 and 41 in Table A shall not apply to the Company.

5 3 The "B" shares shall not entitle the holders thereof to receive notice of or attend or vote at any general meeting unless the business at the meeting includes the consideration of a resolution for

- (i) winding up of the Company or reducing its share capital, or
- (ii) the sale of the undertaking of the Company, or
- (iii) altering the objects of the Company, or
- (iv) varying or abrogating any of the rights attaching to the "B" shares,

in which case they shall be entitled to vote, on any such resolution, but on no other resolution proposed at the meeting

5 4 The "C" shares shall not entitle the holders thereof to receive notice of or attend or vote at any general meeting unless the business at the meeting includes the consideration of a resolution for

- (i) winding up of the Company or reducing its share capital, or
- (ii) the sale of the undertaking of the Company, or
- (iii) altering the objects of the Company, or
- (iv) varying or abrogating any of the rights attaching to the "C" shares,

in which case they shall be entitled to vote, on any such resolution, but on no other resolution proposed at the meeting.

5 5 The "D" shares shall not entitle the holders thereof to receive notice of or attend or vote at any general meeting of the Company

5 6 1 If and for so long as the Company has only one member and that member takes any decision which is required to be taken in general meeting or by means of a written resolution, that decision shall be as valid and effectual as if agreed by the Company in general meeting, subject as provided in article 5.6 3 below.

5.6.2 Any decision taken by a sole member pursuant to article 5.6.1 above shall be recorded in writing and delivered by that member to the Company for entry in the Company's minute book

5.6.3 Resolutions under section 168 of the Companies Act 2006 for the removal of a director before the expiration of his period of office and under section 510 of the Companies Act 2006 for the removal of an auditor before the expiration of his period of office shall only be considered by the Company in general meeting

5.7 A member present at a meeting by proxy shall be entitled to speak at the meeting and shall be entitled to one vote on a show of hands. In any case where the same person is appointed proxy for more than one member he shall on a show of hands have as many votes as the number of members for whom he is proxy. Regulation 54 in Table A shall be modified accordingly

5.8 Unless resolved by ordinary resolution that regulation 62 in Table A shall apply without modification, the appointment of a proxy and any authority under which the proxy is appointed or a copy of such authority certified notarially or in some other way approved by the directors may be deposited or received at the place specified in regulation 62 in Table A up to the commencement of the meeting or (in any case where a poll is taken otherwise than at the meeting) of the taking of the poll or may be handed to the chairman of the meeting prior to the commencement of the business of the meeting

## **6. APPOINTMENT OF DIRECTORS**

6.1.1 Regulation 64 in Table A shall not apply to the Company.

6.1.2 The maximum number and minimum number respectively of the directors may be determined from time to time by ordinary resolution. Subject to and in default of any such determination there shall be no maximum number of directors and the minimum number of directors shall be one. Whenever the minimum number of directors is one, a sole director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the directors generally, and regulation 89 in Table A shall be modified accordingly.

6.2 The directors shall not be required to retire by rotation and regulations 73 to 80 (inclusive) in Table A shall not apply to the Company

6.3 No person shall be appointed a director at any general meeting unless either -

(a) he is recommended by the directors; or

(b) not less than 14 nor more than 35 clear days before the date appointed for the general meeting, notice signed by a member qualified to vote at the general meeting has been given to the Company of the intention to propose that person for appointment, together with notice signed by that person of his willingness to be appointed.

6.4.1 Subject to article 6.3 above, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an additional director

6 4 2 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number determined in accordance with article 6.1 2 above as the maximum number of directors and for the time being in force

6 5 In any case where as the result of death or deaths the Company has no members and no directors the personal representatives of the last member to have died shall have the right by notice in writing to appoint a person to be a director of the Company and such appointment shall be as effective as if made by the Company in general meeting pursuant to article 6 4 1 above For the purpose of this article, where two or more members die in circumstances rendering it uncertain which of them survived the other or others, the members shall be deemed to have died in order of seniority, and accordingly the younger shall be deemed to have survived the elder

## **7. BORROWING POWERS**

7 1 The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and 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

## **8. ALTERNATE DIRECTORS**

8 1 Unless otherwise determined by the Company in general meeting by ordinary resolution 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 in Table A shall be modified accordingly

8 2 A director, or any such other person as is mentioned in regulation 65 in 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 directors or of any committee of the directors 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

## **9. GRATUITIES AND PENSIONS**

9 1 1 The directors may exercise the powers of the Company conferred by its Memorandum of Association in relation to the payment of pensions, gratuities and other benefits and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

9 1 2 Regulation 87 in Table A shall not apply to the Company



## **10. PROCEEDINGS OF DIRECTORS**

10 1 1 A director may vote, at any meeting of the directors or of any committee of the directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution his vote shall be counted, and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting

10 1 2 Each director shall comply with his obligations to disclose his interest in contracts in accordance with the Act

10 1 3 Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company

## **11. THE SEAL**

11 1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or second director. The obligation under regulation 6 in Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 in Table A shall not apply to the Company

11 2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors.

## **12. PROTECTION FROM LIABILITY**

For the purposes of this Article a "Liability" is any liability, incurred by a person in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or otherwise in connection with his duties, powers or office and "Associated Company" shall bear the meaning referred to in section 309A(6) of the Act. Subject to the provisions of the Act and without prejudice to any protection from liability which may otherwise apply.

12 1 the directors shall have power to purchase and maintain for any director of the Company, any director of an Associated Company, any auditor of the Company and any officer of the Company (not being a director or auditor of the Company), insurance against any Liability

12 2 every director or auditor of the Company and every officer of the Company (not being a director or auditor of the Company) shall be indemnified out of the assets of the Company against any loss or liability incurred by him in defending any proceedings 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 the court from any Liability

12 3 Regulation 118 shall not apply to the Company

### **13. DIVIDENDS**

13 1 The Company may, upon the recommendation of the directors, declare separate dividends in respect of the "A" shares, the "B" shares, the "C" shares and the "D" shares and the amounts of dividend declared need not bear any relationship to the respective amounts issued or paid up capital of the four classes

13 2 The directors shall be under no obligation to pay dividends in respect of any class of share and may instead in their absolute discretion retain any distributable profits in the Company or apply such distributable profits as they in their absolute discretion deem fit

### **14. CAPITAL**

In the event of a winding up or other repayment of capital the "A" shares, the "B" shares, the "C" shares and the "D" shares shall be entitled to have the assets of the Company available for distribution among the members applied in repaying the amounts paid up on the shares *pari passu* in all respects but the "B" shares and "C" shares shall not be entitled to any further participation in any surplus of assets or profits available for distribution after the repayment of the amount paid up thereon

### **15. TRANSFER OF SHARES**

15 1 The directors may, in their absolute discretion and without assigning any reason therefore, decline to register the transfer of an "A" share, "B" share, "C" share or "D" share, whether or not it is a fully paid share and the first sentence of regulation 24 in Table A shall be read and construed accordingly.

15 2 Any person("the proposing transferor") proposing to transfer any "A" shares shall give notice in writing ("the transfer notice") to the Company that he desires to transfer the same and specifying the price per share which in his opinion constitutes the fair value thereof The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some of) the shares comprised in the transfer notice to any member or members holding "A" shares willing to purchase the same ("the purchasing member") at the price per share specified therein or, where requested under Article 15 6, the fair value certified in accordance with Article 15.6 below ("sale price"). A transfer notice shall not be revocable except with the sanction of the directors.

15 3 The "A" shares comprised in any transfer notice shall be offered to the members holding "A" shares (other than the proposing transferor) as nearly as may be in proportion to the number of "A" shares held by them respectively. Such offer shall be made by notice in writing ("the offer notice") within 7 days after the receipt by the Company of the transfer notice The offer notice shall state the price per share specified in the transfer notice and shall limit the time in which the offer may be accepted, not being less than 21 days nor more than 42 days after the date of the offer notice, provided that if a certificate of fair value is requested under Article 15 6 below the offer shall remain open for acceptance for a period of 14 days after the date on which notice of the fair value certified in accordance with that Article shall have been given by the Company to the members holding "A" shares or until the expiry of the period specified in the offer notice whichever is the later If all members holding "A" shares do not accept the offer in respect of their respective proportions in full the

shares not so accepted shall be deemed to be offered on the same terms to the Company who shall be entitled to purchase those shares at the sale price subject to compliance by the Company with all legal requirements for the purchase of its own shares

15 4 All members to whom the shares are offered under Article 15 3 undertake to notify the Company promptly in writing (and in any event no later than the expiry of the period given to members to accept the shares) if they do not wish to buy any of the shares offered to them (such notice to include the number of shares that they are declining to buy).

15 5 For the purpose of Article 15 3 an offer shall be deemed to be accepted by the members on the day on which the acceptance is received by the Company

15 6 Any member served with an offer notice may, not later than 8 days after the date of the offer notice, serve on the Company a notice in writing requesting that the auditor for the time being of the Company (or at the discretion of the auditor, or if there is no auditor, such person who the member serving the notice and the directors of the Company shall have agreed to appoint in writing or, in default of such agreement, a person nominated by the President for the time being of the Institute of the Chartered Accountants in England and Wales) certify in writing the sum which in his opinion represents the fair value of the "A" shares comprised in the transfer notice as at the date of the transfer notice and for the purpose of this Article reference to the auditor shall include any person so nominated In determining the fair value of the "A" shares the auditor shall rely on the assumption that it is a sale on an arm's length basis between a willing seller and a willing buyer and shall have regard to the fair value of the business of the Company and its subsidiaries as a going concern without taking into account (if it be the case) that those "A" shares constitute a minority interest Upon receipt of such notice the Company shall instruct the auditor to certify as aforesaid and the costs of such valuation shall be apportioned among the proposing transferor, the purchasing members and the Company or borne by any one or more of them as the auditor in his absolute discretion shall decide In certifying the fair value as aforesaid the auditor shall be considered to be acting as an expert and not as an arbitrator or arbiter and accordingly any provisions of law or statute relating to arbitration shall not apply Upon receipt of the certificate of the auditor, the Company shall by notice in writing inform all members of the sale price (being the fair value of each share as certified by the auditor) at which the shares comprised in the transfer notice are offered for sale.

15 7 If the Company wishes to buy and or purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in article 15 3 above, the Company shall not later than 14 days after the expiry of such appropriate period give notice in writing ("the sale notice") to the proposing transferor specifying the purchasing members and (if it accepts to buy any of the shares) the Company The proposing transferor shall be bound upon payment of the price due in respect of all such shares comprised in the transfer notice to transfer or sell the shares to the purchasing members and or the Company (as the case may be).

15 8 If in any case the proposing transferor after having become bound as aforesaid makes default in transferring or selling any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares or a contract for the sale or purchase of those shares in favour of the purchasing member or the Company as the case may be The receipt of the Company for the purchase money shall be a good

discharge to the purchasing members The Company shall pay the purchase money into a separate bank account

15 9 If the Company shall not give a sale notice to the proposing transferor (in respect of all of the proposing transferor's shares) within the time specified in Article 15 7, he shall, during the period of 30 days next following the expiry of the time so specified, be entitled to offer all or any of the shares specified in the transfer notice to a third party ("the third party") on the same terms as they were originally offered to the other members PROVIDED THAT

15 9 1 as soon as the proposing transferor has agreed draft terms for the sale of the shares to the third party, the proposing transferor shall deliver to the Company a written notice ("the third party sale notice") setting out the identity of the third party and the price per share to be paid by the third party which shall not be less than the sale price and all other material terms of the proposed sale of the shares, and

15 9 2 the members holding "A" shares (other than the proposing transferor) do not within 21 days of the date of the service on the Company of the third party sale notice notify in writing to the proposing transferor that they wish the Company to be offered for sale in its entirety or wound up.

15 10 In the application of regulations 29 to 31 (inclusive) in Table A to the Company:

15 10 1 any person becoming entitled to an "A" share in consequence of the death or bankruptcy of a member shall give a transfer notice before he elects in respect of any such share to be registered himself or to execute a transfer,

15 10 2 if a person so becoming entitled shall not be given a transfer notice in respect of any "A" share within 6 months of the death or bankruptcy, the directors may at any time thereafter upon resolution passed by them give notice requiring such person within 30 days of such notice to give a transfer notice in respect of all the "A" shares to which he has so become entitled and for which he has not previously given a transfer notice and if he does not do so he shall at the end of such 30 days be deemed to have given a transfer notice pursuant to article 15 2 above relating to those shares in respect of which he has still not done so,

15 10 3 where a transfer notice is given or deemed to be given under this Article 15 10 and no price per share is specified therein the transfer notice shall be deemed to specify the sum which shall, on the application of the directors, be certified in writing by the auditor in accordance with Article 15 6 as the fair value thereof

15 11 Where any member of the Company who is employed or engaged by the Company in any capacity (whether or not he is also a director) ceases to be employed or engaged by the Company for any reason whatsoever he shall be deemed to have given notice to the directors of the Company that he is desirous of transferring all "D" shares on such date registered in his name and accordingly he shall also be entitled and be required to transfer such shares at the direction of the directors of the Company pursuant to Articles 15.12 and 15.13

15 12 Where a member ceases to be employed or engaged by the Company and is deemed to have given notice to the Company that he is desirous of transferring all "D" shares then registered in his name the directors shall be entitled to nominate another person or the Company itself to purchase the member's "D" shares in question at par value within 21 days

from the date that the member ceased to be employed or engaged by the Company On the Company making such nomination the member shall transfer his "D" shares to such person or the Company at par value

15 13 If the member or former member or other person shall fail to comply with Article 15 12 above within 28 days from the nomination of the purchaser by the directors, the Company may receive the purchase money on his behalf, and the directors may authorise some person to execute a transfer of such shares in favour of the purchaser. The receipt of the Company for the purchase price shall be a good discharge to the purchaser, and after the purchaser's name has been entered into the Register of Members he shall be indefeasibly entitled thereto and the validity of the proceedings shall not be questioned by any person The Company shall forthwith pay the purchase price into a separate bank account in the Company's name and shall hold the purchase price and any interest earned thereon in trust for the transferor

15 14 Notwithstanding any other provisions contained in these Articles, the directors shall not register the transfer of any shares in the capital of the Company which if registered would result in a person or persons who is or are not a member or members of the Company on the day after the date of adoption of these Articles obtaining shares which in the aggregate confer 50% or more of the total voting rights conferred by all the "A" shares from time to time in issue in the capital of the Company and conferring the right to vote at all general meetings of the Company without the previous written consent of all those members holding "A" shares and or "D" shares unless before such transfer is made

15 14 1 each holder of "A" shares and "D" shares of the Company shall have been given twenty one days' notice in writing of such proposed sale or transfer (including the main terms thereof),

15 14 2 the proposed transferee or transferees has or have upon the expiry of the said period of twenty one days offered to purchase at least all the "A" shares and "D" shares then in issue with the aggregate consideration for the "A" shares and "D" shares being allocated proportionately among the holders of the "A" shares and "D" shares and such offer shall have remained open for acceptance for a period of not less than fourteen days commencing on the date of expiry of the twenty one day period referred to in Article 15 14 1 above, and

15 14 3 any contract constituted on acceptance of any such offer shall have been completed immediately prior to the transfer in question being made

15 15 If any bona fide arm's length offer for at least all the "A" shares and "D" shares with the consideration allocated as described at Article 15.14 2 above shall be accepted by the holders of the "A" shares in accordance with its terms, all of the holders of "D" shares of the Company shall, so far as they have not already done so, be obliged to accept such offer in accordance with its terms and within the time limit for acceptance and to transfer their shares in the Company to the offeror or offerors in exchange for payment to them of their proportion (if any) of the aggregate consideration as specified in Article 15 14 2 above

15 16 If any holder of "A" shares or "D" shares, having become obliged to accept such an offer in accordance with Article 15 15 is called upon by the directors in terms of that Article fails to complete an instrument of transfer, the provisions of Article 15 13 shall apply.

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Name and address of Subscriber

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Alun Gwyn Jenkins

30 Logan Road  
Bishopston  
BRISTOL  
BS7 8DT

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Dated 06/02/2007