

Company No. 5237994

THE COMPANIES ACTS 1985 and 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

PRESTBURY HOTEL HOLDINGS LIMITED

PRELIMINARY



A02 *ALECU3FX* 0350
COMPANIES HOUSE 09/03/05
A15 *ADI7T34C* 0245
COMPANIES HOUSE 26/02/05
A10 *ATEUCALIR* 0417
COMPANIES HOUSE 19/02/05

1. The regulations contained in Table A in the Schedule to the Companies (Table A to F) Regulations 1985 (as amended) ("**Table A**") shall apply to the Company save insofar as they are excluded or modified hereby.
2. The regulations of Table A numbered 2, 3, 8, 38, 39, 40, 41, 50, 54, 60, 61, 64, 65, 73, 74, 75, 76, 77, 78, 79, 80, 81, 84, 89, 90, 94, 95, 96, 97, 98, 109, 115 and 118 shall not apply. The regulations of Table A numbered 1, 24, 35, 37, 45, 46, 53, 57, 59, 62, 66, 67, 68, 72, 88, 91, 110, 112 and 116 shall be modified. Subject to such exclusions and modifications, and in addition to the remaining regulations of Table A, the following shall be the articles of association of the Company.
3. Where an ordinary resolution of the Company is expressed to be required for any purpose, a special or extraordinary resolution shall also be effective, and where an extraordinary resolution is expressed to be required for any purpose, a special resolution shall also be effective.
4. In these articles:

"**Act**" means the Companies Act 1985, including any modification or re-enactment from time to time whether before or after the date of adoption of these articles and regulation 1 of Table A shall be modified accordingly;

"**Acting in Concert**" has the meaning set out in the City Code on Takeovers and Mergers;

"**A Director**" has the meaning set out in article 71;

"**A Ordinary Share**" means an A ordinary share of £1 in the capital of the Company having the rights and subject to the restrictions set out in these articles;

"**A Shareholder**" means the holder from time to time of any A Ordinary Share;

"Associate" means, in relation to a member, an associated company of the member as defined in section 416 of the Income and Corporation Taxes Act 1988;

"B Director" has the meaning set out in article 72;

"Board" means the board of directors of the company and any committee of the board constituted for the purpose of taking an action or decision contemplated by these articles;

"B Ordinary Share" means a B ordinary share of £1 in the capital of the Company having the rights and subject to the restrictions set out in these articles;

"B Shareholder" means the holder from time to time of any B Ordinary Share;

"C Director" has the meaning set out in article 73;

"C Ordinary Share" means a C ordinary share of £1 in the capital of the Company having the rights and subject to the restrictions set out in these articles;

"C Shareholder" means the holder from time to time of any C Ordinary Share;

"Control" has the meaning given in section 416 of the Income and Corporation Taxes Act 1988;

"D Ordinary Share" means a D ordinary share of £1 in the capital of the Company having the rights and subject to the restrictions set out in these articles;

"D Shareholder" means the holder from time to time of any D Ordinary Share;

"Insolvency Event" has the meaning set out in article 29;

"M Ordinary Share" means a M ordinary share of £1 in the capital of the Company having the rights and subject to the restrictions set out in these articles;

"M Shareholder" means the holder from time to time of any M Ordinary Share;

"Original Shareholder" means any of Prestbury Investment Holdings Limited, West Coast Capital Prestven Limited, JAA Investments Limited, Uberior Ventures Limited, Aldersgate Investments Limited and PIHL Wentworth Manager Limited;

"Permitted Transferee" means an Associate of a member or a person to whom a member may otherwise transfer shares in accordance with article 15;

"share" means any share in the capital of the Company of whatever class;

"Shareholders" means the holders from time to time of shares; and

"Shareholder Loan" means a loan by a Shareholder to the Company pursuant to a Shareholder Loan Agreement;

"Shareholder Loan Agreement" means an agreement in the agreed form between a Shareholder and the Company pursuant to which such Shareholder shall advance an unsecured subordinated interest free loan to the Company together, if applicable, with any further advances on the terms of such agreement;

"Transfer Notice" has the meaning set out in article 18.

5. Words and expressions contained in these articles which are not defined in article 4 have, unless the contrary is indicated, the same meaning as in the Act, but excluding any modification to or re-enactment of the Act not in force at the date of adoption of these articles and regulation 1 of Table A shall be modified accordingly.

PRIVATE COMPANY

6. The Company is a private company limited by shares and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

SHARE CAPITAL

7. At the date of adoption of these articles the authorised share capital of the Company is £10,000 divided into 1,000 A Ordinary Shares, 4,250 B Ordinary Shares, 2,750 C Ordinary Shares, 1,000 D Ordinary Shares and 1,000 M Ordinary Shares. The A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and M Ordinary Shares shall entitle the holders of those Shares to the respective rights and privileges and subject them to the respective restrictions and provisions contained in these articles.

8. The A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and M Ordinary Shares for the time being in issue shall constitute separate classes of shares respectively for the purposes of these articles and the Act. Except as otherwise provided by these articles, the Shares shall rank *pari passu* in all respects.

9. The rights conferred upon the holders of any class of shares shall be deemed to be varied by:

- (a) the reduction of the capital paid up on any of those shares;
- (b) the creation or issue of further shares ranking in priority to them for the payment of a dividend or of capital; or
- (c) any amendment to the memorandum of association or these articles,

but shall not be deemed to be varied by the creation or issue of further shares ranking subsequent to them.

The further rights and restrictions attaching to each class of shares are more fully described in articles 97 to 99.

10. Subject to the provisions of these articles and the Act, the directors shall have authority to allot, grant options over, offer or otherwise deal with or dispose of any unissued shares (whether forming part of the original or any increased share capital) on such terms and conditions as the Company may by ordinary resolution determine.
11. Subject to the provisions of the Act, shares may be issued which are to be redeemed or are liable to be redeemed at the option of the Company or the holder on such terms and in such manner as the Company before the issue of the shares may by special resolution determine. The pre-emption provisions of sub-section 89(1) of the Act and the provisions of sub-sections 90(1) to (6) inclusive of the Act shall not apply to any allotment of the Company's equity securities.
12. All shares acquired by allotment or transfer by a holder of A Ordinary Shares shall be designated (or redesignated as the case may be) A Ordinary Shares. All Shares acquired by allotment or transfer by a holder of B Ordinary Shares shall be designated

(or redesignated as the case may be) B Ordinary Shares. All Shares acquired by allotment or transfer by a holder of C Ordinary Shares shall be designated (or redesignated as the case may be) C Ordinary Shares. All Shares acquired by allotment or transfer by a holder of D Ordinary Shares shall be designated (or redesignated as the case may be) D Ordinary Shares. All Shares acquired by allotment or transfer by a holder of M Ordinary Shares shall be designated (or redesignated as the case may be) M Ordinary Shares.

LIEN

13. The Company shall have a first and paramount lien on every share registered in the name of a member (whether solely or jointly with others) for all moneys (whether presently payable or not) payable at a fixed time or called in respect of the share or payable by the member or the member's estate to the Company. The directors may at any time declare any share to be wholly or in part exempt from the provisions of this article if the declaration applies in respect of each class of Ordinary Share in a like manner. The Company's lien on a share shall extend to any amount payable in respect of it.

PERMITTED TRANSFERS

14. A Shareholder may at any time transfer all (but not some) of its shares to any person consented to in writing by all the other Shareholders. Articles 15 to 29 will not apply to a transfer of shares pursuant to this article.
- 15.
- (a) Subject to this article and articles 16 and 17, a member may at any time transfer any of its shares (the "**Relevant Shares**") to an Associate of that member. The Associate may at any time transfer all of the Relevant Shares to that member or another Associate of that member.
 - (b) Subject to this article and articles 16 and 17, a M Shareholder may transfer any of its M Ordinary Shares to another M Shareholder or to the A Shareholder.
 - (c) The B Shareholders shall be entitled to transfer or dispose of any shares, or any interest in any shares, or enter into an agreement or arrangement to do any of the foregoing, to one or more of:
 - (i) the Hunter Foundation (a Scottish Charity with registered number: SC27532);
 - (ii) any partnership in which TB Hunter owns not less than a 75% economic and voting interest (a "**TBH Partnership**");
 - (iii) any company controlled by TB Hunter or a TBH Partnership at the relevant time;
 - (iv) any trust of which TB Hunter or any person referred to in article 15(c)(v) is the beneficiary; or
 - (v) any parent, spouse or life partner (or widow) or child or grandchild of TB Hunter.

Articles 18 to 28 shall not apply to the transfer of Relevant Shares or shares pursuant to this article.

16. If Relevant Shares have been transferred under articles 15(a) to (c) (inclusive) (whether directly or by a series of transfers) by a member (the "**Transferor**" which expression shall not include a second or subsequent transferor in a series of transfers) to its Permitted Transferee (the "**Transferee**") and subsequently the Transferee ceases to be a Permitted Transferee of the Transferor then the Transferee shall forthwith transfer the Relevant Shares to the Transferor or at the Transferor's option to a Permitted Transferee of the Transferor. If the Transferee fails to transfer the Relevant Shares within 28 days of the Transferee ceasing to be a Permitted Transferee of the Transferor then the Transferee shall be deemed to have served a Transfer Notice in respect of the Relevant Shares and the provisions of articles 18 to 30 shall apply accordingly. A Transfer Notice given under this article will be irrevocable and shall not be withdrawn in any circumstances. Articles 18 to 28 shall not apply to the transfer of Relevant Shares or shares pursuant to this article.
17. The directors may require the holder of the Relevant Shares or the person named as transferee in any transfer lodged for registration to furnish the directors with such information as the directors may reasonably consider necessary for the purpose of ensuring that a transfer of shares is permitted under article 15(a), (b) or (c). If the information is not provided within 28 days of the request the directors may refuse to register the transfer of the Relevant Shares.

TRANSFERS

18. Other than a transfer pursuant to articles 15, 16 and 29 to 37, before a Shareholder (the "**Vendor**") transfers or disposes of a share or any interest in a share the Vendor shall give notice in writing (the "**Transfer Notice**") to the Company of its desire to do so.
19. The Transfer Notice:
- (a) shall specify the number and class of shares which the Vendor wishes to transfer and the price (the "**Offer Price**") which the Vendor is willing to accept for the shares which the Vendor wishes to transfer or dispose (the "**Offered Shares**");
 - (b) shall constitute the Company by its directors as the Vendor's agent to offer and to sell the Offered Shares to the other members (the "**Other Shareholders**") at the price specified in the Transfer Notice or as determined in accordance with article 21; and
 - (c) shall not be withdrawn except as provided in article 22 and 28(d).
20. Upon receipt of the Transfer Notice the directors shall serve a copy of it on the Other Shareholders with the request that the Other Shareholders inform the directors in writing within seven days whether they accept the Offer Price stipulated by the Vendor in the Transfer Notice. If the Other Shareholders (acting collectively) accept the Offer Price, then the Offered Shares shall be offered at the Offer Price in accordance with article 23. If the Other Shareholders (acting collectively) do not accept the Offer Price, then the directors shall on the expiry of the seven day period forthwith instruct the auditors of the Company to determine the fair value of the Offered Shares (the "**Fair Value**"). Subject to article 22, the costs of the auditors in determining the Fair Value shall be borne by the Vendor.
21. In determining the Fair Value, the auditors shall:
- (a) be considered to be acting as experts and not as arbitrators; and

- (b) value the Offered Shares using the following principles:
- (i) valuing the Offered Shares as on an arm's length sale between a willing vendor and a willing purchaser;
 - (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
 - (iii) the Offered Shares are capable of being transferred without restriction;
 - (iv) no reduced or additional value is attached to any holding of Shares by virtue only of the holding comprising or after purchase conferring a majority or minority of the total issued share capital; and
 - (v) the application in all other respects of principles and practices consistent with those customarily applied in the previous audited accounts of the Company.

22. After receiving the auditors' determination of the Fair Value in writing, the Company shall deliver a copy of the auditors' determination to the Vendor. Within seven days after delivery of the auditors' determination, the Vendor may, if the Fair Value is more than five per cent. lower than the Offer Price, withdraw the Transfer Notice and cancel the Company's authority to sell the Offered Shares by delivering to the Company a written undertaking to pay the cost of obtaining the auditors' determination of the Fair Value and written notice of withdrawal. The Vendor may not otherwise withdraw the Transfer Notice or cancel the Company's authority to sell the Offered Shares except with the written consent of the directors or pursuant to article 27(d).
23. If the Other Shareholders accept the Offer Price stipulated by the Vendor within 14 days of the date of the Transfer Notice or if article 22 applies and the Vendor has not withdrawn the Transfer Notice pursuant to article 22 within 14 days after delivery of the auditors' determination, the Company shall offer the Offered Shares to the Other Shareholders pro rata to their holdings of shares (their "**Pro Rata Entitlements**" and each a "**Pro Rata Entitlement**") at the lower of the Offer Price or the Fair Value. An offer made by the Company under this article shall limit the time not being less than 28 days within which it may be accepted.
24. If the Other Shareholders wish to accept an offer made under either article 20 or article 23, they shall each give notice to the Company to this effect specifying the number of Offered Shares they wish to buy.
25. To the extent that the Other Shareholders elect to buy the Offered Shares in accordance with their Pro Rata Entitlements then the Offered Shares shall be allocated to the Other Shareholders in accordance with their Pro Rata Entitlements. To the extent that any Other Shareholder does not wish to buy its Pro Rata Entitlement of the Offered Shares, then any surplus Offered Shares shall continue to be offered to the Other Shareholders pro rata to their holdings of shares not including any Offered Shares already allocated to them) until such time as either there remains no Offered Share which any has not been allocated or, if sooner, until no Other Shareholder is willing to buy any further Offered Share. The Company shall forthwith give notice (the "**Allocation Notice**") of the allocation of the Offered Shares (to the extent allocated) to the Vendor. The Allocation Notice shall specify:
- (a) the price payable by each Other Shareholder for the Offered Shares allocated to him (being the Offer Price or the Fair Value) (the "**Transfer Price**"); and
 - (b) the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the Transfer Price is to be paid by

each of the accepting Other Shareholders and the Offered Shares are to be transferred by the Vendor.

26. Subject to article 28, the Vendor shall be bound to transfer the Offered Shares against tender of the Transfer Price in accordance with the terms of the Allocation Notice.
27. If after having become bound to transfer the Offered Shares pursuant to article 26 the Vendor defaults in transferring the Offered Shares, then the following provisions shall apply:
 - (a) the Vendor shall be deemed to have appointed any director or the secretary as the Vendor's agent to execute a transfer of the Offered Shares in favour of the relevant Other Shareholders and to receive the Transfer Price in trust for the Vendor;
 - (b) the receipt of the Company for the Transfer Price shall be a good discharge to the Other Shareholders and after their names have been entered in the register of members in purported exercise of the power the validity of the proceedings shall not be questioned by any person; and
 - (c) the Vendor shall be bound to deliver up the share certificates (or an indemnity for any that are missing) for the Offered Shares and on their delivery shall be entitled to receive the Transfer Price without interest.
28. If:
 - (a) the Other Shareholders do not accept the offer to purchase all of the Offered Shares in accordance with articles 24 and 25; or
 - (b) through any fault of the Other Shareholders the purchase of all of the Offered Shares is not completed in accordance with the terms of the Allocation Notice,then the following provisions shall apply:
 - (c) the Company shall notify that fact to the Vendor; and
 - (d) the Vendor may either:
 - (i) withdraw the Transfer Notice and cancel the Company's authority to sell any of the Offered Shares by delivering to the Company a written notice of withdrawal (in which event, the cost of determining the Fair Value of the Offered Shares shall be borne by the Vendor or, in the circumstances described in article 28(b), as the auditors shall direct);
 - (ii) transfer, in accordance with the Allocation Notice, those of the Offered Shares which have been allocated; or
 - (iii) before the expiration of six months after receiving the notification referred to in article 27(c), elect by notice in writing to the Company to transfer the Offered Shares (or such of the Offered Shares which no Other Shareholder is willing to buy) to any person who in the unanimous reasonable opinion of the Other Shareholders (such opinion to be confirmed in writing) is of suitable standing and reputation at a price not lower than the Fair Value (if the Other Shareholders failed to accept an offer made in respect of the Offered Shares in accordance with article 24) or the Transfer Price (if, through any fault of the Other Shareholders, the purchase of the Offered Shares is not completed in accordance with the terms of the Allocation Notice) and on terms not

more favourable than those offered to the Other Shareholders (including as to price) and subject to the conditions that the proposed purchaser of the Offered Shares enters into a deed with the Company and the Other Shareholders agreeing to discharge in full any outstanding obligations of the Vendor towards the Company or the Other Shareholders.

TRANSFERS ON INSOLVENCY

29. A person suffers an "Insolvency Event" if:

- (a) the person proposes a voluntary arrangement within the meaning of section 1 or section 253 Insolvency Act 1986 or a scheme of arrangement with its creditors under section 425 of the Act, or an interim order is made in relation to the person under section 252 Insolvency Act 1986 or such person enters into a trust deed for creditors;
- (b) the person has any legal process, diligence, distress or execution levied on its assets which is not paid out within fourteen days of its being levied;
- (c) the person is deemed to be unable to pay its debts within the meaning of section 123 or 268 Insolvency Act 1986;
- (d) a meeting is called for the purpose of passing a resolution to wind the person up (other than for a members' voluntary winding up for the purpose of a solvent reconstruction or an amalgamation) or to present a petition for administration or dissolution or such a resolution is passed;
- (e) a resolution is passed by the directors of the person to seek a winding up or administration order;
- (f) the person presents, or has presented, a petition to appoint an administrator or a liquidator or a trustee in bankruptcy (which petition is not dispensed with within seven days), or has an administrative receiver or receiver or a trustee in bankruptcy appointed over all or any part of its business, undertaking, property or assets;
- (g) a petition in respect of the person is presented under section 271 or 272 Insolvency Act 1986 and in each case no such petition is withdrawn, injunctioned or discharged within 30 days;
- (h) the person stops or suspends making payments (whether of principal or interest) in respect of all or any class of its debts or announces an intention to do so;
- (i) the person suspends or ceases or threatens to suspend or cease to carry on its business;
- (j) a secured lender to the person takes any steps to obtain possession of the property on which it has security or otherwise to enforce its security; or
- (k) the person suffers or undergoes any procedure analogous to any of those specified in sub-paragraphs (a) to (j) inclusive above or any other procedure available in the country in which the party is constituted, established or domiciled against or to an insolvent debtor or available to the creditors of such a debtor,

other than, in each case, an event happening for the purpose of a solvent amalgamation, reconstruction or reorganisation not resulting in a change in the ultimate beneficial ownership of such person.

30. If a Shareholder (the "**Insolvent Shareholder**") (or any person who controls that Shareholder or, if the Shareholder is a partnership, any person who is a partner of the Shareholder) suffers an Insolvency Event, it will immediately give notice (an "**Insolvent Transfer Notice**") to the Company and to the other Shareholders (the "**Solvent Shareholders**") (unless article 31 applies) stating a price at which the Insolvent Shareholder would be prepared to sell the shares held by the Insolvent Shareholder (the "**Relevant Shares**") to the Solvent Shareholders (the Relevant Shares being offered (unless article 31 applies) to the Solvent Shareholders pro rata to their holdings of shares). For this purpose but subject to article 31, the expression, "Share held by the Insolvent Shareholder" includes a share held by a Permitted Transferee of the Insolvent Shareholder.
31. If the Insolvent Shareholder is a Permitted Transferee of an Original Shareholder then the Insolvent Shareholder shall transfer the Relevant Shares back to that Original Shareholder (or to a Permitted Transferee of that Original Shareholder). If after having become bound to transfer the Relevant Shares pursuant to this article, the Insolvent Shareholder defaults in transferring the Relevant Shares to the applicable Original Shareholder (or its Permitted Transferee), then the following provisions shall apply:
 - (a) the Insolvent Shareholder shall be deemed to have appointed any director or the secretary as the Insolvent Shareholder's agent to execute transfers of the Relevant Shares in favour of the applicable Original Shareholder; and
 - (b) the Insolvent Shareholder shall be bound to deliver up the share certificates (or an indemnity for any that are missing) for the Relevant Shares.
32. If article 31 does not apply, within 14 days of receipt of the Insolvent Transfer Notice the Solvent Shareholders shall collectively notify the Insolvent Shareholder that they:
 - (a) wish to purchase the Relevant Shares at the price specified in the Insolvent Transfer Notice; or
 - (b) disagree with the price of the Relevant Shares specified in the Insolvent Transfer Notice and require that the Fair Value of the Relevant Shares be determined by the Company in accordance with article 21 and the directors shall instruct the Company's auditors accordingly and the Company shall notify the Solvent Shareholders and the Insolvent Shareholder of such determination within seven days of receiving the same.
33. If the Insolvent Shareholder fails to serve an Insolvent Transfer Notice in accordance with article 30 within seven days of the date on which it suffers an Insolvency Event and article 31 does not apply, then the Solvent Shareholders may, by notice in writing to the Company and the Insolvent Shareholder, require that the Fair Value of the Relevant Shares be determined by the Company's auditors in accordance with article 21 and the directors shall instruct the Company's auditors accordingly and the Company shall notify the Solvent Shareholders and the Insolvent Shareholder of such determination within seven days of receiving the same.
34. Within 14 days of the date of the Insolvent Transfer Notice, if article 31 does not apply and the Solvent Shareholders wish to purchase the Relevant Shares at the price specified in the Insolvent Transfer Notice, or otherwise within 14 days of the date on which the Fair Value of the Relevant Shares is determined and notified to the Company and the Solvent Shareholders pursuant to article 32(b), the Solvent Shareholders shall each notify the Insolvent Shareholder whether they wish to

purchase the Relevant Shares in accordance with their Pro Rata Entitlements (as defined in article 23). If the Solvent Shareholders fail to give notice under this article 34, their rights under this article 34 in respect of the Insolvency Event which gave rise to those rights will lapse. To the extent that the Solvent Shareholders elect to buy the Relevant Shares in accordance with their Pro Rata Entitlement, then the Relevant Shares shall be allocated to the Solvent Shareholders in accordance with their Pro Rata Entitlements. To the extent that any Solvent Shareholder does not wish to buy its Pro Rata Entitlements of the Relevant Shares, then any surplus Relevant Shares not so allocated, shall continue to be offered to the Relevant Shareholders until such time as either there remains no Relevant Share which has not been allocated or, if sooner, until no Solvent Shareholder is willing to buy any further Relevant Share.

35. Immediately following the giving of notice by the Solvent Shareholders to the Insolvent Shareholder under article 32(a) or article 34 (as the case may be) the Insolvent Shareholder shall become bound to transfer the Relevant Shares, allocated in accordance with article 34, to the Solvent Shareholders in consideration of the payment of either:
- (a) if the Solvent Shareholders have given notice under article 32(a), the price specified in the Insolvent Transfer Notice; or
 - (b) if the Solvent Shareholders have given notice under article 32(b) or 34, the Fair Value of the Relevant Shares as determined by the Company's auditors.
36. If the Solvent Shareholders fail in respect of all of the Relevant Shares to give notice under article 32 within 14 days of the date of receipt of the Insolvent Transfer Notice, or, once the procedure described in article 34 has been carried out, any Relevant Shares remain unallocated, then the rights of the Solvent Shareholders to buy the Relevant Shares (or such of the Relevant Shares as are unallocated, as appropriate) shall lapse in respect of that Insolvent Transfer Notice.
37. If after having become bound to transfer the Relevant Shares pursuant to article 35, the Insolvent Shareholder defaults in transferring the Relevant Shares to the Solvent Shareholders, then the following provisions shall apply:
- (a) the Insolvent Shareholder shall be deemed to have appointed any director or the secretary as the Insolvent Shareholder's agent to execute transfers of the Relevant Shares in favour of the Solvent Shareholders and to receive the appropriate amount under article 35 (the "Insolvent Transfer Price") in trust for the Insolvent Shareholder;
 - (b) the receipt of the Company for the Insolvent Transfer Price shall be a good discharge to the Solvent Shareholders and after their names have been entered in the register of members in purported exercise of the power conferred on the directors under the preceding sub-article and the validity of the proceedings shall not be questioned by any person; and
 - (c) the Insolvent Shareholder shall be bound to deliver up the share certificates (or an indemnity for any that are missing) for the Relevant Shares and on their delivery shall be entitled to receive the Insolvent Transfer Price without interest.

MISCELLANEOUS PROVISIONS RELATING TO TRANSFERS

38. An obligation to transfer a share pursuant to articles 16 to 37 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in the share free from all

liens, mortgages, charges, encumbrances and other third party rights of whatever nature.

39. The directors shall register the transfer of a share to any person only if the transfer has been carried out in accordance with these articles and in no other circumstances and the first sentence of regulation 24 of Table A shall not apply.

DRAG ALONG

40. If a bona fide third party who is not a Permitted Transferee of a Shareholder (the "**Purchaser**") makes an arms' length offer to the Shareholders (the "**Offer**") to acquire all of their shares for cash (or for assets for which there is a ready market for sale in exchange for cash) then Shareholders who wish to accept the Offer and who hold between them at least 85 per cent. of the issued shares may give written notice to the Company signed by or on behalf of all of them (the "**Drag Along Notice**") stating:
- (a) that they wish to accept the Offer;
 - (b) the price per share payable under the Offer (including any other consideration under the Offer which ought reasonably to be treated as consideration for the shares the subject of the Offer); and
 - (c) any other conditions attaching to the Offer.
41. Not later than the date five Business Days after the date of service of the Drag Along Notice, the Board shall serve a copy of it on all Shareholders who have not signed it.
42. If not later than the date 40 Business Days after the date of service of the Drag Along Notice the Board or another Shareholder has not procured an offer to be made for all the issued shares on terms which in the reasonable opinion of the Board are better than the terms of the Offer, then all Shareholders who have not already accepted the Offer (the "**Called Shareholders**") will be deemed to have accepted the Offer referred to in the Drag Along Notice and must transfer their shares to the Purchaser on the 20th Business Day following the expiry of the 20 Business Day period against payment or delivery to them of the consideration specified in the Offer but without requiring the Called Shareholders to assume any other obligation.
43. If a Called Shareholder fails to transfer his shares as required by article 42 the provisions of article 27 will apply as if references to the Vendor were to the Called Shareholder, references to the relevant Other Shareholders were to the Purchaser and references to the Transfer Price were references to the consideration payable for the shares of the Called Shareholder.
44. No Called Shareholder will be obliged to assume any obligation in connection with the sale of his shares other than to give a warranty that he sells with full title guarantee.

TAG ALONG

45. The provisions of article 46 will apply if a Shareholder (a "**Proposing Seller**") proposes a transfer of shares (the "**Proposed Transfer**") as permitted by article 28, which would, if put into effect, result in any person (and Permitted Transferees of his or persons Acting in Concert with him) (each a "**Proposed Transferee**") acquiring Control of the Company.
46. A Proposing Seller must, before making a Proposed Transfer procure the making by the Proposed Transferee of an offer to the other Shareholders to acquire their shares for a consideration per share (including any other consideration offered by the Proposed Transferee which ought reasonably to be treated as consideration for the

shares the subject of the Proposed Transfer) the value of which is at least equal to the highest consideration per share paid or payable by the Proposed Transferee for any share during the period of 12 months ending on the date of the offer.

47. The offer referred to in article 46 must be expressed to be capable of acceptance for a period of not less than 20 Business Days and if it is accepted by any Shareholder (an **"Accepting Shareholder"**) within that period, the completion of the Proposed Transfer will be conditional upon the completion of the purchase of all the shares held by Accepting Shareholders.

PURCHASE OF OWN SHARES

48. Regulation 35 of Table A shall be modified by the deletion of the words "otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares" and the substitution for them of the words, "whether out of its distributable profits or out of the proceeds of a fresh issue of shares or otherwise".

NOTICE OF GENERAL MEETINGS

49. Regulation 37 of Table A shall be modified by the deletion of the words "eight weeks" and the substitution for them of the words "twenty-eight days".
50. An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice. All other extraordinary general meetings shall be called by at least fourteen clear days' notice but a general meeting, other than a meeting called for the passing of an elective resolution, may be called by shorter notice if it is so agreed:
- (a) in the case of an annual general meeting, by all the members entitled to attend and vote thereat; and
 - (b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote, being:
 - (i) a majority together holding not less than such percentage in nominal value of the shares giving that right as has been determined by elective resolution of the members in accordance with the Act; or
 - (ii) if no such elective resolution is in force, a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

PROCEEDINGS AT GENERAL MEETINGS

51. No business shall be transacted at any general meeting unless a quorum is present.
52. A quorum shall be four members present in person or by proxy or a representative duly authorised of whom one member shall be an A Shareholder, one member shall be a B Shareholder, one member shall be a C Shareholder and one member shall be a D Shareholder.
53. A corporation which is a member of the Company may, by resolution of its directors or other governing body, authorise such person as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company. The person so authorised is entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an

individual member. Unless the directors otherwise decide, a copy of such authority certified notarially or in some other way approved by the directors shall be left at or sent by post or facsimile transmission to the office or such other place within the United Kingdom as the directors may determine before such representative is entitled to exercise any power on behalf of the corporation which he represents.

54. If within half an hour of the time appointed for a meeting a quorum is not present the meeting shall stand adjourned to the same day seven days later at the same time and place and if at an adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the meeting shall be dissolved.
55. Notice of a meeting adjourned for absence of a quorum shall be given to all members. If a general meeting at which a quorum is present is adjourned it shall not be necessary to give any notice of the adjourned meeting and regulation 45 of Table A shall be modified accordingly.
56. A poll may be demanded by the chairman or by any member present in person or by proxy or a representative and entitled to vote and regulation 46 of Table A shall be modified accordingly.
57. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman shall not have a second or casting vote.
58. Regulation 53 of Table A shall be modified by the addition at the end of the following sentence: "If such a resolution in writing is described as a special resolution or as an extraordinary resolution or as an elective resolution, it shall have effect accordingly."

VOTES OF MEMBERS

59. Subject to articles 60 and 61 and to any rights or restrictions attached to any share, on a show of hands every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have one vote and on a poll every member shall have one vote for each share held by the member.
60. No A Ordinary Share shall confer any right to vote upon a resolution for the removal from office of a B Director or a C Director. No B Ordinary Share shall confer any right to vote upon a resolution for the removal from office of an A Director or a C Director. No C Ordinary Share shall confer any right to vote upon a resolution for the removal from office of an A Director or a B Director. No D Ordinary Share shall confer any right to vote upon a resolution for the removal from office of an A Director, a B Director or a C Director. No M Ordinary Share shall confer any right to vote upon a resolution for the removal from office of an A Director, a B Director or a C Director.
61. If at any meeting a member is not present in person or by proxy or by a representative the votes exercisable on a poll in respect of the shares of the same class held by members present in person or by proxy or a representative shall be pro tanto increased (fractions of a vote by any member being permitted) so that those shares shall together entitle those members to the same aggregate number of votes as would be cast in respect of all the shares of that class if all the holders of those shares were present in person.
62. Regulation 57 of Table A shall be modified by the inclusion after the word "shall" of the phrase "unless the directors otherwise determine".

63. Regulation 59 of Table A shall be modified by the addition at the end of the following sentence: "Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment of the meeting."
64. An instrument appointing a proxy shall be in writing in any form which is usual or in which the directors may approve and shall be executed by or on behalf of the appointor.
65. Regulation 62 of Table A shall be modified by the deletion in paragraph (a) of the words "deposited at" and by the substitution for them of the words "left at or sent by post or by facsimile transmission to", by the substitution in paragraph (a) of the words "one hour" in place of "48 hours" and by the substitution in paragraph (b) of the words "one hour" in place of "24 hours".

NUMBER OF DIRECTORS

66. The number of directors (other than alternate directors) shall not exceed six and the minimum number shall be one.

ALTERNATE DIRECTORS

67. Each class of members with a right to appoint a director pursuant to these articles may appoint any person to be an alternate director in the place of such director for such period as it determines and the alternate need not be approved by resolution of the directors.
68. An alternate director who is absent from the United Kingdom shall be entitled to receive notice of all meetings of directors and meetings of committees of directors and regulation 66 of Table A shall be modified accordingly.
69. Regulation 68 of Table A shall be modified by the addition at the end of the following sentence: "Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the directors."

POWERS OF DIRECTORS

70. The directors may exercise all the powers of the Company to borrow to a maximum amount of £1,000,000,000 in aggregate and, subject to approval by ordinary resolution, to mortgage and charge all or any part of the undertaking, property and uncalled capital of the Company and, subject to the provisions of the Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

APPOINTMENT AND REMOVAL OF DIRECTORS

71. For so long as the A Shareholders (and any Permitted Transferee) hold shares representing at least 10% of the entire issued share capital of the Company, the A Shareholders may appoint up to two persons to be directors between them in aggregate amongst the A Shareholders and these directors and any alternate shall be called A Directors. For so long as the A Shareholders (and any Permitted Transferee) hold shares representing 5% or more but less than 10% of the entire issued share capital of the Company, the A Shareholders may appoint one person to be a director and this director between them in aggregate amongst the A Shareholders and any alternate shall be called an A Director.

72. For so long as the B Shareholders (and any Permitted Transferee) hold shares representing at least 10% of the entire issued share capital of the Company, the B Shareholders may appoint two persons to be directors between them in aggregate amongst the B Shareholders and these directors and any alternate shall be called B Directors. For so long as the B Shareholders (and any Permitted Transferee) hold shares representing 5% or more but less than 10% of the entire issued share capital of the Company, the B Shareholder may appoint one person to be a director between them in aggregate amongst the B Shareholders and this director and any alternate shall be called a B Director.
73. For so long as the C Shareholders (and any Permitted Transferee) hold shares representing at least 10% of the entire issued share capital of the Company, the C Shareholders may appoint up to two persons to be directors between them in aggregate amongst the C Shareholders and these directors and any alternate shall be called C Directors. For so long as the C Shareholders (and any Permitted Transferee) hold shares representing 5% or more but less than 10% of the entire issued share capital of the Company, the C Shareholders may appoint one person to be a director between them in aggregate amongst the C Shareholders and this director and any alternate shall be called a C Director.
74. For the avoidance of doubt, the D Shareholders are not entitled to appoint a director of the Company, irrespective of the percentage of the entire issued share capital held by the D Shareholders.
75. Each A Director may at any time be removed from office by the A Shareholders. Each B Director may at any time be removed from office by the B Shareholders. Each C Director may at any time be removed from office by the C Shareholders.
76. A director appointed by the A Shareholders, the B Shareholders or the C Shareholders under article 71, article 72 or article 73 shall cease to be a director of the Company and, if applicable, of the Company's subsidiaries from the date on which his appointor (or all of them if there shall be more than one holder of shares of the relevant class) ceases to be a holder of A Ordinary Shares, B Ordinary Shares or C Ordinary Shares as the case may be.
77. Any appointment or removal of a director shall be made by notice in writing served on the Company and signed by the Shareholder appointing or removing the director. In the case of a corporation the notice may be signed on its behalf by a director or the secretary of the corporation or by its duly appointed attorney or duly authorised representative.
78. The directors shall not be subject to retirement by rotation. Regulations 73, 74 and 75 of Table A shall not apply, and reference in any other regulation to retirement by rotation shall be disregarded.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

79. The office of a director shall be vacated in the circumstances described in article 76 and otherwise if:
- (a) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director;
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;

- (c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as director;
- (d) he resigns his office by notice in writing to the Company; or
- (e) he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and his alternate director (if any) shall not during this period have attended any meetings instead of him, and the directors resolve that his office be vacated.

DIRECTORS' APPOINTMENTS AND INTERESTS

- 80. Any appointment of a director to an executive office shall terminate if he ceases to be a director but without prejudice to any claim to damages for breach of the contract of service between the director and the Company.
- 81. Without prejudice to the obligation of any director to disclose his interest in accordance with section 317 of the Act, a director may vote at a meeting of directors or of a committee of directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty and if he does so vote his vote shall be counted and he shall be counted in the quorum present at a meeting in relation to any such resolution.
- 82. Regulation 88 of Table A shall be modified by the exclusion of the third sentence and the substitution of the following sentence: "Every director shall receive notice of a meeting, whether or not he is absent from the United Kingdom" and by the exclusion of the fifth sentence and the substitution of the following sentence: "In the case of an equality of votes the chairman shall not have a second or casting vote."
- 83. Regulation 72 of Table A shall be modified by the deletion of the words "one or more directors" in the first sentence and substitution from then of the words "three or more directors comprising at least one A Director, one B Director and one C Director". The first sentence of article 87 will not apply to a committee of the directors comprising less than three directors.
- 84. Unless agreed by all the directors present at the relevant meeting not less than 48 hours' notice in writing shall be given of all meetings of the directors.
- 85. Each notice convening a meeting of the directors shall:
 - (a) be sent to the address notified from time to time by each director to the secretary (or if none has been supplied, to his last known address); and
 - (b) contain an agenda specifying in reasonable detail the matters to be discussed at the meeting and shall be accompanied by any relevant paper for discussion at the meeting.
- 86. If an A Director (or his alternate) fails to attend a meeting of the directors (and two A Directors have been appointed), then the other A Director (or his alternate) may vote at the meeting of the directors on behalf of the absent A Director (such vote being in addition to the present A Director's (or his alternate's) votes). If a B Director (or his alternate) fails to attend a meeting of the directors (and two B Directors have been appointed), then the other B Director (or his alternate) may vote at the meeting of the director on behalf of the absent B Director (or his alternate) (such vote being in addition to the present B Director's (or his alternate's) votes). If a C Director (or his alternate) fails to attend a meeting of the directors (and two C Directors have been appointed) then the other C Director (or his alternate) may vote at the meeting of the directors on behalf of the absent C Director (such vote being in addition to the present C Director's)

(or his alternate's) votes). If at any time any of the A Shareholders, the B Shareholders and the C Shareholders shall have appointed only one director (but is entitled to appoint two directors) and any other or others of the A Shareholder, the B Shareholder or the C Shareholder shall have appointed two directors and both such directors are present, then the sole director appointed by the A Shareholders, the B Shareholders or the C Shareholders, as the case may be, (or his alternate) shall be entitled to cast such number of votes as could have been cast by him and a second director appointed by the relevant A Shareholder, B Shareholder or C Shareholder, as appropriate, had such Shareholder(s) appointed a second director.

87. If within half an hour of the time appointed for a meeting of the directors a quorum is not present the meeting shall stand adjourned to the same day two days later at the same time and place unless agreed by all the directors. The quorum for the transaction of business at a meeting of the directors adjourned in accordance with this article is three directors comprising one A Director, one B Director and one C Director. Notice of a meeting adjourned for absence of quorum shall be given to all directors.
88. Regulation 91 of Table A shall be modified by the exclusion of the first sentence and the substitution of the following sentences: "The chairman of the board of directors shall be a director appointed by the holder of the majority of the A Ordinary Shares from time to time". In the event of an equality of votes, the chairman of the board of directors shall not have a casting vote on any resolution at any meeting of the board of directors.
89. Any director or his alternate may validly participate in a meeting of the directors or a committee of directors through the medium of conference telephone or similar form of communication equipment provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person so participating shall be deemed to be present in person at the meeting and shall accordingly be counted in a quorum and be entitled to vote. Subject to the Act, all business transacted in such manner by the directors or a committee of the directors shall for the purpose of the articles be deemed to be validly and effectively transacted at a meeting of the directors or of a committee of the directors notwithstanding that fewer than two directors or alternate directors are physically present at the same place. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is.
90. If and for so long as there is a sole director, he may exercise all the powers conferred on the directors by the articles by resolution in writing signed by him, and regulations 88, 89, 91, 92 and 93 of Table A and article 85 shall not apply.

DIVIDENDS

91. The directors may deduct from any dividend or other moneys payable to any member on or in respect of a share any moneys presently payable by him to the Company in respect of that share.

CAPITALISATION OF PROFITS

92. The directors may, with the authority of an ordinary resolution of the Company, resolve that any shares allotted under regulation 110 of Table A to any member in respect of a holding by the member of any partly paid shares shall, so long as those shares remain partly paid, rank for dividends only to the extent that the partly paid shares rank for dividend. A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and M Ordinary Shares allotted pursuant to regulation 110 of Table A shall be allotted to holders of A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D

Ordinary Shares and M Ordinary Shares respectively. Regulation of 110 of Table A shall be modified accordingly.

NOTICES

93. Regulation 112 of Table A shall be modified by the deletion of the last sentence and the substitution of the following sentence: "Any member whose registered address is not within the United Kingdom shall be entitled to have notices given to him at that address".
94. Any notices sent to any member (or any other person entitled to receive notices under the articles) by the Company by post to an address within the United Kingdom shall be deemed to have been given within twenty-four hours, if prepaid as first class, and within forty-eight hours, if prepaid as second class, after the same shall have been posted. Any such notice sent by post to an address outside the United Kingdom shall be deemed to have been given within seventy-two hours, if prepaid as airmail. In proving the giving of notice it shall be sufficient to prove that the envelope containing the same was properly addressed, prepaid and posted. Any notice not sent by post but left at a member's registered address shall be deemed to have been given on the day it was left.
95. Regulation 116 of Table A shall be modified by the deletion of the words "within the United Kingdom".

INDEMNITY

96. Subject to the provisions of the Act, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director, secretary, auditor or other officer or employee of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses, damages and liabilities which he may sustain or incur in or about the execution of his duties or the exercise of his powers or otherwise in relation thereto including, without prejudice to the generality of the foregoing, any liability incurred defending any proceedings, whether civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company in which judgment is given in his favour or in which he is acquitted, or which are otherwise disposed of without any finding or admission of material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.
97. The directors may exercise all the powers of the Company to purchase and maintain for any director, auditor or other officer (including former directors and other officers) or any other person insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against.

SHARE RIGHTS

Income

98. Provided that all Shareholder Loans shall have been repaid in full, then the holders of any A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or M Ordinary Shares shall be entitled to be paid in proportion to their shareholdings in respect of each financial year of the Company out of profits available for distribution

and from time to time resolved to be distributed, such dividend as the directors shall unanimously recommend and shall be declared by the Company in general meeting.

Capital

99. On a return of capital on winding up or otherwise (including on redemption or purchase of Shares) the Company's assets available for distribution among the members shall be applied in repaying to each holder of any A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or M Ordinary Shares pro rata to his holding of such shares, the nominal amount of such shares together with any premium paid in respect of such shares on issue and thereafter the balance of the Company's assets available for distribution shall be distributed between the holders of the A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares and the M Ordinary Shares pro rata to their holdings of shares.

Purchase

100. Subject to the provisions of the articles and the Act, the Company may purchase any A Ordinary Shares, B Ordinary Shares, C Ordinary Shares, D Ordinary Shares or M Ordinary Shares by tender (available to all holders of such Shares alike) or by private treaty.