

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 6022531

The Registrar of Companies for England and Wales hereby certifies that

FAIRHOLD HOMES INVESTMENT (NO.12) LIMITED

is this day incorporated under the Companies Act 1985 as a private company and that the company is limited.

Given at Companies House, Cardiff, the 7th December 2006



N060225316



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Declaration on application for registration

602231

Company Name in full

Fairhold Homes Investment (No.12) Limited

I, Patrick Dawe-Lane

of 2 Temple Back East, Temple Quay, Bristol BS1 6EG

† Please delete as appropriate.

do solemnly and sincerely declare that I am a †[Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under section 16 of the Companies Act 1985~~ and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature



Declared at

LYONS DAVIDSON, BRISTOL

Day Month Year

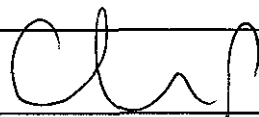
on 07 12 2006

① Please print name.

before me^①

CHRISTOPHER KEMP

Signed



Date

7/12/2006

† A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Osborne Clarke - Ref:VAG

2 Temple Back East, Temple Quay, Bristol

BS1 6EG

Tel 0117 917 3000

DX number 7818

DX exchange Bristol

When you have completed and signed the form please send it to the Registrar of Companies at:

Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland

DX 235 Edinburgh
or LP - 4 Edinburgh 2



10/03

*Please complete in typescript,
or in bold black capitals.*

CHFP041

First directors and secretary and intended situation of registered office

Notes on completion appear on final page

Company Name in full

602531

Fairhold Homes Investment (No.12) Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

2 Temple Back East

Temple Quay

Post town Bristol

County / Region

Postcode BS1 6EG

If the memorandum is delivered by an agent
for the subscriber(s) of the memorandum
mark the box opposite and give the agent's
name and address.

X

Agent's Name Osborne Clarke

Address 2 Temple Back East

Temple Quay

Post town Bristol

County / Region

Postcode BS1 6EG

Number of continuation sheets attached

You do not have to give any contact
information in the box opposite but if
you do, it will help Companies House
to contact you if there is a query on
the form. The contact information
that you give will be visible to
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Osborne Clarke - Ref:VAG

2 Temple Back East, Temple Quay, Bristol

BS1 6EG Tel 0117 917 3000

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Form revised April 2002

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for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Company Secretary (see notes 1-5)

Company name Fairhold Homes Investment (No.12) Limited

NAME *Style / Title

*Honours etc.

*Voluntary details

Forename(s) Ovalesec Limited

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

2 Temple Back East

Temple Quay

Post town Bristol

County / Region

Postcode BS1 6EG

Country

I consent to act as secretary of the company named on page 1

Consent signature

Udale
Grantham

Director on behalf of
Ovalesec Limited
Secretary

Date 07/12/06

Directors (see notes 1-5)

Please list directors in alphabetical order

NAME *Style / Title

*Honours etc.

Forename(s) Oval Nominees Limited

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

2 Temple Back East

Temple Quay

Post town Bristol

County / Region

Postcode BS1 6EG

Country

Day Month Year

Date of birth

Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature

Udale
Grantham

Director, on behalf of
Oval Nominees Limited
Director

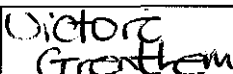
Date 07/12/06

Directors (continued) (see notes 1-5)

Please list directors in alphabetical order

NAME	*Style / Title		*Honours etc.	
*Voluntary details	Forename(s)			
	Surname			
	Previous forename(s)			
	Previous surname(s)			
† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address †			
	Post town			
	County / Region		Postcode	
	Country			
	Date of birth	Day	Month	Year
	Business occupation			
	Other directorships			
	I consent to act as director of the company named on page 1			
	Consent signature		Date	

This section must be signed by**Either****an agent on behalf of all subscribers**

Signed		Date	07-12-06
---------------	---	-------------	----------

Or the subscribers**(i.e those who signed as members on the memorandum of association).**

Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality. **The date of birth must be given for every individual director.**

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either is or at all times during the past 5 years, when the person was a director, was:
 - dormant,
 - a parent company which wholly owned the company making the return,
 - a wholly owned subsidiary of the company making the return, or
 - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

The Companies Act 1985

Company limited by shares

SAME
412534 / 50
07 DEC 2006
810026
REGISTRATION

Memorandum of association

of

Fairhold Homes Investment (No.12) Limited



1. The Company's name is Fairhold Homes Investment (No.12) Limited.
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:
 - (a) to carry on all or any of the businesses of manufacturers, sellers, importers, exporters, distributors, dealers, suppliers, constructors, builders, developers, promoters, financiers, concessionaires, brokers or agents of or in all or any goods, products, plant, machinery, equipment, articles, property, chattels, services or concepts of any nature or description whatsoever and in all or any part of the world.
 - (b) to carry on any other trade or business whatsoever which can be advantageously carried on by the Company in connection with or as ancillary to any of the businesses or objects of the Company.
 - (c) to accept, draw, make, create, issue, execute, discount, endorse, negotiate and deal in bills of exchange, promissory notes, bonds and other instruments and securities, whether negotiable or otherwise.
 - (d) to subscribe for, underwrite, purchase or otherwise acquire, and to hold, dispose of and deal with, shares, bonds, obligations, or any other securities or units whatsoever of any company, fund, trust, business, undertaking or other entity and any options or other rights in respect of them, and to buy and sell foreign exchange.
 - (e) to acquire and assume for any estate or interest and to take options over, construct, develop, turn to account, exploit and deal with any property, real or personal, and rights of any kind.
 - (f) to purchase, acquire, undertake or assume the whole or any part of the business, undertaking, goodwill, assets and liabilities of any person, firm or company carrying on or proposing to carry on any of the businesses which the Company carries on or is authorised to carry on or which is possessed of or entitled to any property or rights of whatsoever nature which may be thought advantageous to, or suitable for the purposes of, the Company.

- (g) to sell, exchange, mortgage, charge, let on rent, share of profit, royalty or otherwise, grant licences, easements, options and other rights over, and in any other manner deal with or dispose of all or any part of the undertaking, property and assets both present and future of the Company, or any part of it, for such consideration as may be thought fit, and in particular for shares or any other securities whatsoever, whether fully or partly paid up.
- (h) to amalgamate or enter into partnership or any profit sharing or joint venture arrangement or association with, and to co-operate or participate in any way with, and assist or subsidise any person, company, firm or other entity whatsoever.
- (i) to co-ordinate, manage, finance, subsidise or otherwise assist any company or companies or other organisations or entities in which the Company is a member or participant or in which the Company otherwise has any direct or indirect interest and to provide for them administrative, executive, managerial, secretarial and other services and generally otherwise to carry on business as a holding company.
- (j) to apply for and take out, purchase or otherwise acquire any trade or service marks or names, designs, patents, patent rights, copyright, inventions, secret processes or formulae and any other intellectual property rights of any kind and to carry out experiments and research work in connection with them and to protect, maintain, develop, exploit, turn to account and deal with them.
- (k) to borrow and raise money and to secure or discharge any debt or obligation in any manner whatsoever and, in particular, by mortgages of or charges upon all or any part of the undertaking, property and assets (both present and future) and uncalled capital of the Company or by the creation and issue of securities of any description.
- (l) to lend, advance or deposit money or give or provide credit or any other form of financial accommodation to any person, firm, company or other entity whatsoever and whether with or without security and otherwise on such terms as may be thought fit.
- (m) to invest all moneys of the Company not immediately required in such manner as may be thought fit and to hold, dispose of and otherwise deal with any investments so made.
- (n) to enter into any guarantee, contract of indemnity or suretyship or to provide security, with or without consideration, whether by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by any other method or in any other manner, for the performance of any obligations or commitments of, and the repayment or payment of the principal amounts of and any premiums, interest, dividends and other moneys payable on or in respect of any securities or liabilities of, any person, firm, company or other entity including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary or a holding company of the Company or another subsidiary

of a holding company of the Company or which is otherwise associated with the Company.

- (o) to promote or join in the promotion of any company, firm or other entity whatsoever whether or not carrying on a business or having objects similar to those of the Company.
- (p) to promote and apply for any Act of Parliament, statutory instrument, order, licence or other authority for the purposes of effecting any modification to the Company's constitution or for any other purpose whatsoever which may be intended or calculated, directly or indirectly, to promote the Company's interests or to enable it to carry into effect any of its objects.
- (q) to enter into any agreement or arrangement with any government or governmental or other regulatory authority or person which may seem conducive to the attainment or implementation of the Company's objects or any of them and to obtain any orders, rights, privileges, franchises, and concessions and to carry out, enjoy, exercise and comply with them.
- (r) to pay all costs, charges and expenses preliminary and incidental to the promotion, formation, establishment and incorporation of the Company or to enter into any agreement for them, and including the payment of commission or other remuneration or reward to any person for underwriting, placing, selling, subscribing or otherwise assisting in the issue of any securities of the Company or in or about its formation.
- (s) to procure the registration or incorporation of the Company in or under the laws of any territory outside England.
- (t) to the extent permitted by law, to give any form of financial assistance (as defined in Section 152, Companies Act 1985), directly or indirectly, for the purpose of, or in connection with, any acquisition or proposed acquisition of shares in the Company and/or in any holding company of the Company and/or any reduction or discharge of a liability incurred by any person for the purpose of such an acquisition.
- (u) to support and to subscribe or guarantee the payment of any money or transfer of any property whatsoever, to any national, charitable, benevolent, public, general or useful object or for any purpose which may be considered likely, directly or indirectly, to further the interests of the Company or of its members.
- (v) to establish, maintain and/or contribute to any pension, superannuation, death benefits, funds or schemes for the benefit of, and to give, award, or procure the giving or awarding, of donations, pensions, gratuities, allowances, annuities, emoluments or other benefits whatsoever to any persons who are or have at any time been in the employment or service of the Company or of any company which is its holding company or which is a subsidiary of either the Company or any such holding company or of any company which is otherwise allied to or associated with the Company, or who are or have at any time been Directors or officers (or held comparable or equivalent offices) of the Company or of any

such other company, and also to the wives, widows, families and dependants of any such persons; to establish, subsidise or subscribe to any institutions, associations, clubs or funds which may be considered likely to benefit all or any such persons; to make payments for or towards the insurance of any such persons; to establish, support and maintain any form of profit-sharing, share purchase, share incentive, share option or employees' share scheme for any such persons and to lend money to any persons eligible to participate therein or benefit therefrom (or to trustees on their behalf) for the purposes of or in connection with the operation and enjoyment of any such scheme.

- (w) to distribute amongst the members of the Company, in specie or otherwise, all or any part of the property, undertaking or assets of the Company.
- (x) to do all or any of the things and matters aforesaid in any part of the world, either as principals, agents, contractors, trustees or otherwise, and by or through trustees, agents, intermediaries, subsidiary companies or otherwise and either alone or in conjunction with others.
- (y) to do all such other things as may be considered incidental or conducive to the attainment of the above objects or any of them.

And it is declared that:

- (a) none of the objects set out above in this clause shall be restrictively construed but the widest interpretation shall be given to each such object which shall not, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other object set out above;
- (b) none of the sub-clauses of this clause shall be construed as being subsidiary or ancillary to any of the objects specified in any other sub-clause and the same shall each be construed as if they constituted the objects of a separate, distinct and independent company;
- (c) the word "company" in this clause, except where used in reference to the Company shall include any partnership or other body of persons, whether incorporated or not, and whether formed, incorporated, domiciled or resident in the United Kingdom or elsewhere. The word "person" shall include any company as well as any legal or natural person and the words "and" and "or" shall also mean "and/or" where the context so permits.

- 4. The liability of the Members is limited.
- 5. The share capital of the Company is £1,000 divided into 1,000 Ordinary Shares of £1 each.

We, the subscriber to this memorandum of association, wish to be formed into a company pursuant to this memorandum; and we agree to take the number of shares shown opposite our name below:

Name and address of subscriber

Number of shares to be taken by the subscriber

Victor Grantam
For and on behalf of
Oval Nominees Limited
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

1 (one)

Total shares taken

1 (one)

Dated 7.12.06

Witness to the above signature:



2 Temple Back East
Temple Quay
Bristol
BS1 6EG

Company number:

The Companies Act 1985

Company limited by shares

Articles of Association

of

Fairhold Homes Investment (No.12) Limited

1. Preliminary

The company is a private company and, subject as provided in these Articles, the regulations contained in Table A in the schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 shall apply to the company.

2. Definitions

In this Agreement, unless the context otherwise requires, the following words have the following meanings:

"the Act"	the Companies Act 1985;
"Regulation"	the appropriately numbered regulation in Table A; and
"subsidiary"	a company which is a subsidiary of another within the meaning of Section 736 of the Act except that a company shall not be regarded as a subsidiary of another by reason only of the fact that that other is a member of it and controls the composition of its board of directors and the definition of "holding company" in that Section shall be construed accordingly.

3. Share capital

- 3.1 The share capital of the company at the date of adoption of these Articles is £1,000 divided into 1,000 ordinary shares of £1 each.

3.2 Subject to the provisions of the Act and without prejudice to any rights attached to any existing classes of shares, the company may by ordinary resolution:

- (a) create and issue further classes of share with such rights or restrictions as the company may by ordinary resolution determine;
- (b) sub-divide all or any classes of shares, into shares of one or more existing or new classes of share or shares of smaller amount, and the resolution may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage as compared with the others; and
- (c) cancel shares or classes of shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.

Whenever as a result of the above any shareholder would become entitled to fractions of a share, the directors may, on behalf of those shareholders, sell the shares representing the fraction for the best price reasonably obtainable to any person (including, subject to the provisions of the Act, the company) and distribute the net proceeds of sale in due proportion among those shareholders and the directors may authorise some person to execute an instrument of transfer of the shares to, or in accordance with the directions of, the purchaser. The transferee shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in or invalidity of the proceedings in reference to the sale.

4. Shares

4.1 The board is generally and unconditionally authorised (including any authority required for the purposes of Section 80 of the Act) to exercise any power of the company to allot all unissued shares on such terms and in such manner as it thinks fit, up to an aggregate nominal amount of £1,000 at any time or times during the period of five years from the date on which the resolution of the company adopting this Article was passed.

4.2 The authority contained in Article 4.1 above shall enable the board to allot relevant securities after the expiry of the said period of five years pursuant to an offer or agreement made by the company before the expiry of the said period.

4.3 All unissued shares or securities of the company not comprising relevant securities shall be at the disposal of the board who may allot, grant options over or otherwise dispose of them to such persons, at such times, and on such terms as it thinks proper.

4.4 Pursuant to Section 91 of the Act, sub-section (1) of Section 89 and sub-sections (1) to (6) inclusive of Section 90 of the Act shall be excluded from applying to the company.

4.5 Regulation 8 shall not apply to the company.

5. **Transfer of shares**

5.1 Except in respect of a transfer of shares:

- (a) pursuant to Articles 5.2 to 5.6 (Pre-emption rights); or
- (b) pursuant to Article 5.7 (Intra-group transfers); or
- (c) pursuant to Articles 5.8 to 5.11 (Drag along rights); or
- (d) pursuant to Articles 5.12 and 5.13 (Tag along rights); or
- (e) in the case of any shares which are the subject of any charge, mortgage or pledge in favour of a third party (or any nominee of such third party), to any purchaser, assignee or transferee (or any nominee of the same) of the shares from any such third party;

the directors shall decline to register any transfer of any share whether or not it is a fully paid share and Regulation 24 of Table A shall be modified accordingly.

Pre-emption rights

5.2 Any shareholder ("**the proposing transferor**") proposing to transfer the legal or beneficial interest in any shares other than pursuant to Articles 5.6 to 5.12 or as contemplated in Article 5.1(e) shall give notice in writing ("**the transfer notice**") to the Company of his desire to transfer the same, and shall specify the price per share at which the proposing transferor is prepared to sell ("**Offered Price**"). The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of the shares comprised in it. A transfer notice shall not relate to more than one class of shares and shall not, once given, be revocable without the consent of the Company.

5.3 The Company shall give notice to all the shareholders (other than the proposing transferor) of the number and the Offered Price, and shall invite each of them to state in writing within 21 days after the date of the notice whether he is willing to purchase any and if so what maximum number of the said shares.

5.4 If within the period of 21 days mentioned in Article 5.3 shareholders have expressed their willingness to purchase all the shares comprised in the transfer notice at the Offered Price the Company shall allocate those shares:

- (a) among those shareholders holding the same class of shares (and, where demand exceeds supply, pro rata to their existing shareholdings of shares of that class, and subject to the limitation that no shareholder shall be under any obligation to purchase more than the maximum number of shares which he himself has notified as being willing to purchase); and
- (b) to the extent the shares are not taken up by shareholders holding the same class of shares pursuant to sub-clause (a), among those shareholders holding shares of a different class (and, where demand exceeds supply, pro rata to their existing aggregate shareholdings of shares of classes other than that class, and subject to the limitation that no shareholder shall be under any obligation to purchase more than the maximum number of shares which he himself has notified as being willing to purchase).

As soon as such allocation has been made, the proposing transferor shall be bound, on payment of the Offered Price, to transfer those shares to the purchaser or respective purchasers.

- 5.5 If the proposing transferor shall default ("**Defaulting Member**") in so transferring its shares to the purchaser or respective purchasers ("**Purchaser**"), the Company shall be constituted the agent of the Defaulting Member (together with all rights then attached thereto) and the directors may authorise some person to execute and deliver on behalf of the Defaulting Member the necessary transfer(s) and the Company may receive any purchase money in trust for the Defaulting Member and cause the Purchaser to be registered as the holder of the Defaulting Member's shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Purchaser (who shall not be bound to see to the application thereof) and after the Purchaser has been registered in purported exercise of the aforesaid powers of the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Member until he shall, in respect of the relevant shares, have delivered his share certificates or a suitable indemnity and the necessary transfers to the Company
- 5.6 If within the period of 21 days mentioned in Article 5.3 shareholders shall not have expressed their willingness to purchase all the shares comprised in the transfer notice, the Company shall within seven days after the expiration of that period give notice to all the shareholders (including the proposing transferor) that such is the case and the proposing transferor may transfer the shares to such persons as he so wishes provided that:
- (a) the proposing transferor transfers all the shares comprised in the transfer notice;

- (b) the proposing transferor makes such transfers on a single day prior to the expiry of 6 months from the date of the Company's notice; and
- (c) the proposing transferor makes such transfers at a price per share not lower than the Offered Price.

Intra-group transfers

- 5.7 Where shares are held by a body corporate, such shareholder ("**Original Shareholder**") may transfer any of those shares to any other body corporate which is its wholly owned subsidiary or of which it is a wholly owned subsidiary or which is a wholly owned subsidiary of a body corporate of which it is also a wholly owned subsidiary ("**Group Company**"). If such transferee ceases to be a Group Company of the Original Shareholder, the transferee shall within 14 days transfer those shares back to the Original Shareholder. If the transferee fails to do so within that period, it shall cease to be entitled to any dividends, any votes or to exercise any other right in respect of those shares, and such rights shall only be re-instated in respect of the shares when they have been transferred back to the Original Shareholder (but not, for the avoidance of doubt, in respect of any period prior to their transfer back to the Original Shareholder).

Drag along rights

- 5.8 If at any time a shareholder or shareholders propose to sell shares of any one or more classes but representing 50 per cent or more of the nominal share capital of the Company on arm's length terms to a person (a "**Sellers**", a "**Controlling Interest**" and the "**Proposed Purchaser**" respectively) then the Sellers shall give the Company not less than 28 days' advance notice of the terms of the sale ("**Sale Terms**") before selling the Controlling Interest. That notice (the "**Selling Notice**") shall include details of the Controlling Interest, the identity of the Proposed Purchaser and the Sale terms (including the price for each share of each class to be paid by the Proposed Purchaser ("**Sale Price**"), the arrangements for completion of the proposed purchase being a date not less than 28 days from the date of the Selling Notice ("**Completion**").
- 5.9 Immediately upon receipt of the Selling Notice, the Company shall give notice in writing (a "**Compulsory Sale Notice**") to each shareholder who holds shares which are not comprised in the Controlling Interest (the "**Other Members**") giving the details contained in the Selling Notice, requiring each of them to sell to the Proposed Purchaser at the relevant Sale Price at Completion all of their holdings of shares of all classes which are not comprised in the Controlling Interest (the "**Other Shares**"). Each Other Member shall sell its Other Shares at the relevant Sale Price to the Proposed Purchaser at Completion.

- 5.10 If any of the Other Members fails to comply with the terms of a Compulsory Sale Notice given to him (a **"Defaulting Member"**), then the provisions of Article 5.5 shall apply as if here set out with appropriate amendments.
- 5.11 No Other Member shall be required to comply with a Compulsory Sale Notice unless the Sellers shall sell the Controlling Interest to the Proposed Purchaser on Completion at the relevant Sale Price, subject at all times to the Sellers being able to withdraw the Selling Notice at any time prior to Completion by giving notice to the Company to that effect.

Tag along rights

- 5.12 No sale or transfer of any interest in any shares of any class (save as contemplated by Article 5.1(e)) which would result, if made and registered, in a person (**"the Controller"**) holding more than 50 per cent of the nominal share capital of the Company (a **"Controlling Interest"**) shall be made or registered:
- (a) unless before the transfer is made the Controller gives written notice to the Company of an open offer to all holders of the remaining shares of all classes not held by him to purchase those shares at a total price based on the same price paid by the Controller for each class of share in the Controlling Interest (the **"Offer"**, **"Other Shares"** and **"Other Members"** respectively);
 - (b) such offer was open for acceptance by each Other Member for 28 days; and
 - (c) the Controller shall have properly completed the purchase of all shares in respect of which the Offer was validly accepted.

The Company shall give notice in writing of the Offer to the Other Members.

6. Proceedings at general meetings

- 6.1 There must be a quorum present when a general meeting proceeds to business. One person entitled to vote on the business to be transacted present in person or by proxy shall be a quorum. Regulation 40 shall be modified accordingly.
- 6.2 Unless an account is demanded by a shareholder or his proxy at the time of the vote, a declaration by the chairman that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact

without proof of the number or proportion of votes recorded in favour of or against the resolution.

- 6.3 The chairman of the meeting shall not be entitled to a casting vote in addition to any other vote he may have.
- 6.4 Subject to the Act, a written resolution which is signed by or on behalf of all the shareholders who would be entitled to received notice of and vote on the resolution at a general meeting is just as valid and effective as a resolution passed by those shareholders at a general meeting which is properly called and held. The resolution can be passed using several copies of a document, if each copy is signed by or on behalf of one or more shareholders. These copies can be faxed or electronic copies. No signature is necessary if electronic copies are used, subject to any terms and conditions the board decide.
- 6.5 Regulations 46 to 53 shall not apply to the company.

7. Votes of members

- 7.1 Subject to any special voting rights or restrictions applying to any class of shares in accordance with these Articles, a shareholder or his proxy shall be entitled to one vote (whether on a show of hands or on a poll) for every share of which he is the holder and a proxy shall have the right to speak at any meeting. Regulation 54 shall not apply to the company.
- 7.2 The board may at any time prior to any meeting, and the chairman of the meeting may at the meeting (provided that the directors have not previously decided the point), in their or his absolute discretion accept as valid an instrument of proxy which is some form other than those set out in Regulation 62, or in a form which is usual, in a form from which the directors consider (in their absolute discretion) that they are able to ascertain the wishes of the appointor, or which is not executed, deposited or delivered in the manner permitted by Regulation 62. In such circumstances an instrument of proxy shall be valid notwithstanding any defect. Regulation 62 shall be modified accordingly.

8. Alternate Directors

- 8.1 The appointment of an alternate director shall be valid notwithstanding that the alternate director is approved by the directors after his appointment as alternate director. Where an alternate director attends a meeting of the directors and no objection is taken to his presence then he shall be deemed to have been appropriately approved by the directors. Regulation 65 is modified accordingly.

- 8.2 A director who acts as an alternate director for one or more other directors shall be entitled to a separate vote for each appointor, in addition to his own vote. Regulation 88 shall be modified accordingly.
- 8.3 Alternate directors shall only be entitled to such remuneration from the company for their services as the board shall from time to time determine, but an alternate director shall not be entitled to vote on any resolution relating to the remuneration of an alternate director (whether himself or others). Regulation 66 shall be amended accordingly.

9. Powers of directors

- 9.1 For the avoidance of doubt, to the extent permitted by law, the directors may be authorised on behalf of the company to give any form of financial assistance (as defined in Section 152, Companies Act 1985), directly or indirectly, for the purpose of, or in connection with, any acquisition or proposed acquisition of shares in the Company and/or any holding company of the Company and/or any reduction or discharge of a liability incurred by any person for the purpose of such an acquisition.
- 9.2 If there is a sole director, he shall have all the powers and be subject to all the provisions conferred on the directors by these Articles, and he or any alternate director appointed by him shall alone constitute a quorum at any meeting of the directors. Regulations 64, 89 and 90 shall be modified (and the provisions of these Articles relating to directors shall be construed) accordingly.

10. Appointment and retirement of directors

- 10.1 The minimum number of directors shall be one.
- 10.2 The directors shall not be subject to retirement by rotation. Regulations 73 to 77, Regulation 80 and the second and third sentences of Regulation 79 shall not apply, and the references to retirement by rotation in Regulation 78 shall be of no effect.
- 10.3 Where the company has passed Elective Resolutions to dispense with the holding of annual general meetings, then a director appointed by the other directors pursuant to Regulation 79 shall continue to hold office until he retires or is otherwise lawfully removed. The board may by majority decision of all the directors remove from any office any director appointed under Regulation 79 unless his appointment was made more than 2 years before such decision or unless his appointment has been approved by resolution of the shareholders. Regulation 79 shall be amended accordingly.

11. Remuneration of Directors and Director's expenses

- 11.1 A director shall not be entitled to be paid (whether fees or other remuneration) solely by reason of his holding his office of director. The remuneration of the directors for their services shall be as decided by the board from time to time. The remuneration of alternate directors and their rights to vote on any resolution relating to the remuneration of an alternate director shall be governed by Article 8.3.
- 11.2 The board can also repay to a director all expenses properly incurred in:
- (a) attending and returning from shareholders meetings, board meetings or board committee meetings; or
 - (b) any other way connected with the company's business.
- 11.3 Remuneration can take the form of salary, commission, profit sharing or other benefits (and can be paid partly in one way and partly in another). It can also include any kind of benefit for the director's dependants. This is all decided by the board.
- 11.4 Regulations 85, 86 and 94 to 97 inclusive shall not apply to the company.

12. Proceedings of directors

- 12.1 The quorum necessary for the transaction of the business of the directors shall be fixed at one. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in and constitute the quorum. Regulation 89 shall not apply to the company.
- 12.2 A meeting of the directors may be validly held notwithstanding that all of the directors are not present at the same place and at the same time, provided that a quorum of the directors at the time of the meeting are in direct communication with each other on the telephone, audio-visual link or any other form of telecommunication. The meeting shall be deemed to take place where the chairman then is. The directors not present at the place at which the meeting is deemed to be held shall nonetheless be marked as present for the purposes of any minutes of the meeting.
- 12.3 A director who is out of the United Kingdom shall be given notice of meetings of the directors, and accordingly must sign any written resolution for it to be valid. Regulation 88 shall be amended accordingly.
- 12.4 A written resolution must be signed by all of the directors who would be entitled to vote on the resolution at the board meeting. This kind of

resolution is just as valid and effective and as a resolution passed by those directors at a meeting which is properly called and held. The resolution can be passed using several copies of a document, if each copy is signed by one or more directors. These copies can be fax or electronic copies. No signature is necessary if electronic copies are used, subject to any terms and conditions the board decides. Regulation 93 shall not apply to the company.

12.5 If the director has disclosed the nature and the extent of the interest to the board, the director can:

- (a) have any kind of interest in a contract with or involving the company (or in which the company has an interest) or with or involving another company in which the company has an interest;
- (b) have any kind of interest in a company in which the company has an interest (including holding a position in that company or being a shareholder of that company);
- (c) hold a position (other than auditor) in the company or another company in which the company has an interest;
- (d) alone (or through some firm with which the director is associated) do paid professional work (other than as auditor) for the company or an other company with which the company has an interest.

12.6 For the purposes of Article 11.4:

- (a) references to a contract include an existing or proposed contract, transaction or arrangement;
- (b) an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- (c) an interest of a person who is, for any purpose of the Act (excluding any statutory modification not in force when this Article becomes binding on the company), connected with a director shall be treated as an interest of the director and, in relation to an alternate director, an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

12.7 If the director has disclosed the nature and the extent of the interest to the board, a director shall be entitled to be counted in the quorum and to vote on any matter in which he has, directly or indirectly, an interest or duty and which conflicts or may conflict with the interests of the

company, and particularly in connection with the things mentioned in Article 11.4.

- 12.8 When a director knows that he is any way interested in a contract with the company he must tell the other directors. A general notice given to the board that a director has an interest of the kind stated in the notice in a contract involving a person identified in the notice is treated as a standing disclosure that the director has that interest.
- 12.9 Regulation 94 shall not apply to the company.
- 12.10 The number of votes of a director who acts as an alternate director for one or more other directors shall be governed by Article 8.2. An alternate director shall not be entitled to vote on any matter relating to the remuneration of an alternate director.

13. Borrowing powers and guarantees

- 13.1 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.
- 13.2 The directors may exercise all the powers of the company to give guarantees or indemnities (either with or without the company receiving any consideration or advantage (direct or indirect) from giving any such guarantee or indemnity) and in particular (but without limiting the generality of the above) may give such guarantee or indemnity for the performance of the contracts, engagements, liabilities, obligations, mortgages, charges, debentures, debenture stock and bonds of and payment of the capital or principal (together with any premium) of and dividends or interest on any stock, shares or securities of any company which is a subsidiary or holding company of the company or a subsidiary of any such holding company or in which the company is from time to time directly or indirectly interested.

14. Notices

A notice may be served personally, or by post, facsimile or e-mail. In the case of service by post, a notice may be served by sending it by pre-paid post to the address of the person to be served as recorded in the register of members of the company. In the case of service by facsimile or e-mail, a notice may be served by sending it to any address approved in writing for the purposes of service of notices by the person to be served. A notice shall be deemed to be given at the time of delivery if delivered personally, 24 hours after posting if sent to an address in the

United Kingdom or 48 hours to any other address, or at the time of transmission if served by facsimile or e-mail. A transmission receipt shall be conclusive evidence that a notice was given by facsimile or e-mail. Regulations 112 and 115 shall be amended accordingly and the second sentence of Regulation 115 shall not apply.

15. **Indemnity**

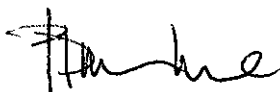
Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or secretary shall be indemnified out of the assets of the company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation to them, to the extent permitted by Sections 309A and 309B of the Act (as inserted by Companies (Audit, Investigations and Community Enterprises) Act 2004. This includes (where such sections or the law otherwise permits the Company to pay, but only to the extent to which that such sections or the law otherwise permits the Company to pay) legal and financial costs incurred by him in defending any proceedings, whether civil or criminal, brought against him. The Company may provide a director or secretary with funds to meet such expenditure to the extent permitted by Section 337A of the Act or the law otherwise permits. Regulation 118 shall not apply to the company.

Name and address of Subscriber

Victor Gromtchen

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Witness to the above signature:



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