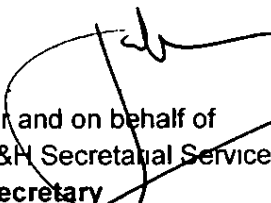


Company number: 6061765

Written resolution of Dome Holdings Limited (the Company) pursuant to sections 288-300 of the Companies Act 2006 (the Act)

On the 4th day of October 2007, the following written resolution was duly passed as a special resolution by the members of the Company pursuant to sections 288-300, Companies Act 2006

THAT pursuant to section 9 of the Companies Act 1985, the articles of association (the **Existing Articles**) of the Company be deleted in their entirety and the regulations contained in the document annexed hereto (which for the purposes of identification is marked "A") be and are hereby adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Existing Articles


for and on behalf of
T&H Secretarial Services (Park Resorts) Limited
Secretary

Dated 16 October 2007

THURSDAY



A24 *AMTTOTWV* 18/10/2007 335
COMPANIES HOUSE

"A"

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DOME HOLDINGS LIMITED

PRELIMINARY

1 Table A

1 1 Except as otherwise provided in these Articles the regulations contained in Table A shall constitute the regulations of the company. In the case of any inconsistency between these Articles and the regulations of Table A, the provisions of these Articles shall prevail.

1 2 Regulations 24, 40, 46, 50, 57, 64 to 69 (inclusive), 73 to 78 (inclusive), 80, 81, 84, 87 to 89 (inclusive), 94, 95, 97, 101, 112, 115 and 118 of Table A shall not apply to the Company.

1 3 In Regulation 15 of Table A, the words "at the appropriate rate (as defined by the Act)" shall be replaced with the words "at such rate not exceeding 10% per annum as the directors may determine".

1 4 In Regulation 21 of Table A, the words "at the appropriate rate (as defined by the Act)" shall be replaced with the words "at such rate not exceeding 10% per annum as the directors may determine".

1 5 In Regulation 108 of Table A, the words "twelve years" shall be replaced with the words "10 years".

2 Definitions and Interpretation

2 1 In these Articles and, where used in Table A, unless the context otherwise requires

A Ordinary Majority Shareholder means the Holder(s) of A Ordinary Shares representing (between them, if there is more than one such Holder) more than 50 per cent in nominal amount of the total number of A Ordinary Shares in issue at the relevant time,

A Ordinary Shareholder Approval means the prior written consent or approval in writing of the A Ordinary Majority Shareholder,

A Ordinary Shares means A ordinary shares of £1 each in the capital of the Company, having the rights set out in Article 4 of these Articles,

the Act means the Companies Act 1985 (as amended),

Acting in Concert means the meaning given to it in the City Code on Take-overs and Mergers and the Rules Governing Substantial Acquisitions of Shares published by the Panel on Take-overs and Mergers (as amended from time to time),

Affiliate means, in respect of any person

- (a) any person connected with such person (and **connected with** bears the meaning set out in section 839 of ICTA), and/or
- (b) any person employed by such person or by any Affiliate of such person, and/or
- (c) any company under the control of such person (and **control** bears the meaning set out in section 840 of ICTA), and/or
- (d) any associated company of such person (and **associated company** bears the meaning set out in section 416 of ICTA),

these Articles means these articles of association as altered or amended from time to time,

Auditors means any auditors of the Company for the time being,

B Ordinary Shares means the B ordinary shares of £0.01 each in the capital of the Company, having the rights set out in Article 4 of these Articles,

Bad Leaver means a person whose B Ordinary Shares are to be converted into Deferred Shares pursuant to

- (a) Article 13.1, or
- (b) Article 13.3 and who (or in the case of a Permitted Transferee, whose Permitted Transferor) is not a Good Leaver,

Board means the board of directors of the Company for the time being,

Cash Equivalent means, in relation to any deferred cash consideration, the sum Determined as being the current value of the right to receive that consideration and in relation to any non cash consideration, the sum Determined as being the current market value of that non-cash consideration on the date of receipt of the same by an A Shareholder and for this purpose "the current market value of that non-cash consideration " shall mean (i) in the case of listed securities which are not readily realisable, the price quoted on the relevant investment exchange on the relevant date, (ii) in the case of assets which are readily realisable, the cash value at which they would be readily realisable within a period of not more than 90 days and (iii) in the case of any other asset which is not readily realisable, the price at which the same could reasonably be expected to be converted into cash consideration if sold

on arms length terms as between a willing seller and a willing buyer within a period of not more than 90 days. An unredeemed Payment in Kind Note and any security issued under or in connection with the Deed Poll Instrument shall not in any circumstances be treated as having a Cash Equivalent,

Cash Flow has the meaning set out in the definition of IRR,

Cause means in relation to any Employee Member or (in the case of a Permitted Transferee) his Permitted Transferor (each a **Relevant Person**)

- (a) gross misconduct of the Relevant Person or commission by the Relevant Person of any other material breach of Relevant Person's obligations to his employer Group Company, or
- (b) refusal to comply with lawful directions given to the Relevant Person by his employer Group Company in relation to a material obligation of the Relevant Person or the performance of material duties to his employer Group Company, or
- (c) the Relevant Person being convicted of any criminal offence (other than road traffic offences) which may in the sole opinion of the Board affect the Relevant Person's employment by his employer Group Company

Company means Dome Holdings Limited,

Company Securities means any and all shares, debentures or other securities of whatsoever nature (including, without limitation, equity securities, the Initial Loan Notes, any other loan notes or Payment in Kind Notes and any other debt securities and loans) advanced, held or acquired at any time by or on behalf of any Investor in, or in relation to, the Company (excluding any and all Investor Shares but including, without limitation, any cash advanced directly or indirectly by any member of the GIP Group from time to time),

Controlling Interest means, in relation to a company, beneficial ownership of or over that number of shares in that company which in aggregate confers more than 50 per cent of the voting rights normally exercisable at general meetings of the company,

Current Manager A Ordinary Shareholder means any of Martin Grant, Richard Hunt and Colin Bramall and who is and continues to be (at the date of any decision required to be made by that individual in his capacity as a Current Manager A Ordinary Shareholder under these articles of association) an employee or Director of a Group Company,

Current Manager Shareholder means any of Carl Castledine, Greg Lashley, Michael Clark, Geoff Barnes, Steve Newell, Dawn Shorten, Gareth Brown, Craig Hulme, Shirley Reeves,

Deed Poll Instrument means the deed poll constituting £148,372,164 fixed rate unsecured loan notes 2017 and payment in kind notes dated on or about the date of adoption of these Articles,

Defaulting Shareholder has the meaning set out in Article 11 3,

Deferred Share means a deferred share in the capital of the Company with the rights set out in Article 4 6,

Determined means in respect of the definition of Cash Equivalent, the sum specified by the A Ordinary Majority Shareholder and agreed by a Management Agreement or, failing such agreement, the sum determined by an independent expert duly appointed by the A Ordinary Majority Shareholder with Management Agreement (failing which nominated by the President of the Institute of Chartered Accountants of England and Wales) (the **Valuer**)

Drag Along Notice has the meaning set out in Article 11 1,

Electronic communication has the same meaning as in the Electronic Communications Act 2000,

Employee Member means a member who is, or was, an employee of any Group Company,

Encumbrance means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law),

Facilities Agreements means the facilities agreements to be entered into on or about the date of adoption of these Articles between the Governor and Company of the Bank of Scotland and the Subsidiaries

Family Trusts means as regards any particular individual member or deceased or former individual member, trusts (whether arising under a settlement, declaration of trust or other instrument by whomsoever or wheresoever made or under a testamentary disposition or on an intestacy) under which no immediate beneficial interest in any of the shares in question is for the time being vested in any person other than that individual and/or Privileged Relations of that individual, and so that for this purpose a person shall be considered to be beneficially interested in a share if such share or the income thereof is or may become liable to be transferred or paid or applied or appointed to or for the benefit of such person or any voting or other rights attaching thereto are or may become liable to be exercisable by or as directed by such person pursuant to the terms of the relevant trusts or in consequence of a power or discretion conferred thereby on any person or persons,

Former Manager Shareholder means any of David Vaughan, Alan Castledine and Robert Sewell

GIP Group means all or any of GI Partners Fund II L P , GI Partners Side Fund II L P and any funds managed by GI Manager L P or a related Affiliate from time to time,

Good Leaver means

- (a) any member whose B Ordinary Shares are to be converted to Deferred Shares pursuant to Article 13 2 or 13 4, or
- (b) any member whose B Ordinary Shares are to be converted to Deferred Shares pursuant to Article 13 3 in circumstances where his, or (in the case of a Permitted Transferee) his Permitted Transferor's, cessation of employment occurs by reason of
 - (i) his, or his Permitted Transferor's serious injury, serious illness or disability (evidenced to the reasonable satisfaction of the Majority Shareholder and being such as would prevent such person from performing his duties or is reasonably expected to prevent such person from performing his duties for a period of exceeding (in total) 120 days in any period of 12 months),
 - (ii) redundancy (within the meaning of the Employment Rights Act 1996 of the United Kingdom) save where he, or his Permitted Transferor, has been offered suitable alternative employment within the Group,
 - (iii) retirement in accordance with the terms of his, or his Permitted Transferor's contract of employment with the relevant Group Company at any time after 31 March 2009, or
 - (iv) retirement otherwise than under paragraph (iii) above where he, or his Permitted Transferor, has agreed the terms of retirement with his employer and the Majority Shareholder at any time,
 - (iv) his, or his Permitted Transferor's, contract of employment having been terminated by the relevant Group Company or as a result of his constructive dismissal by the relevant Group Company, in each case, other than in circumstances in which the relevant Group Company would be entitled to dismiss him, or his Permitted Transferor, for Cause (whether or not any disciplinary grievance procedure or other procedure has been complied with),

Group Company the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company (and **Group** shall be construed accordingly),

Holder in relation to any Share means the member whose name is entered in the register of members as the holder of the Share,

ICTA means the Income & Corporation Taxes Act 1988 of the United Kingdom,

Initial Loan Notes means the loan notes issued by the Company in accordance with the terms of the Deed Poll Instrument to Dome Finance Company Limited, and certain Employee Members dated on or about the date of adoption of these Articles with any further Payment in Kind Notes issued to, the Investors or any of them,

Insolvency means any of the following events in relation to the Company (other than as part of a solvent reorganisation which occurs with A Ordinary Shareholder Approval)

- (a) an arrangement or composition with or for the benefit of its creditors (including a voluntary arrangement as defined in the Insolvency Act 1986) being entered into or proposed by or in relation to the Company,
- (b) a charge holder, receiver, administrative receiver or other similar person taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven days) on the whole or a material part of the assets of the Company,
- (c) the appointment or making of an application to the court for the appointment of, an administrator,
- (d) a petition being presented (and not being discharged within 28 days) or a resolution being passed (other than a members' voluntary winding-up, save where the winding-up subsequently converts to a creditors' voluntary winding-up pursuant to section 96 of the Insolvency Act 1986) or an order being made for the administration or the winding-up, liquidation, bankruptcy or dissolution of the Company,
- (e) a moratorium coming into force in respect of the Company in accordance with paragraph 8 1 of Schedule A1 to the Insolvency Act 1986 or that person applying to the court for an interim order under section 253 of the Insolvency Act 1986,
- (f) any distress, execution or other process being levied or enforced (and not being discharged within seven days) on of the whole or any material part of the assets of the Company, or
- (g) the happening in relation to that person of an event analogous to any of the above in any jurisdiction in which it is incorporated or resident or in which it carries on business or has assets,

Investment means, in relation to the Securities, the aggregate subscription price, or (in the case of shares transferred) purchase price, or (in the case of loans made or Initial Loan Notes subscribed for) amounts advanced in relation to all such Company Securities, Investor Shares or Subsidiary Securities (as the case may be) and, for these purposes, the amount of any accrued but unpaid dividend or interest or any unsatisfied Payment in Kind Note issued under the Deed Poll Instrument or any security which is converted into any Securities shall be treated as forming part of the Investment,

Investment Date means the first date on which any Shares or Company Securities are issued to any Investor,

Investor Proceeds means Proceeds received by Investors in relation to any Investment,

Investor Shares means any and all Shares acquired at any time by or on behalf of any of the Investors including any shares arising on a sub-division, consolidation, re-designation, conversion or other reorganisation of such Shares,

Investors means GIP Group, any holder of Initial Loan Notes from time to time, any holder of A Ordinary Shares from time to time, any Affiliate of any of them and any transferee of any of them,

IRR means as of any Reference Date, that annual percentage rate which when applied as a discount to the periodic cash flow set out in paragraphs (a) and (b) below (Cash Flow) over the period from the Investment Date to the Reference Date gives rise to a net present value of such Cash Flow equal to zero. The IRR shall be calculated using the formula XIRR in Microsoft Office Excel 2003 (or such later version as the A Ordinary Majority Shareholder may determine to use) to the dates and times of the relevant Cash Flows to or from the Company or the Investors (as the case may be) treating the following as negative and positive amounts respectively

(a) as negative amounts

- (i) the amount agreed between the A Ordinary Majority Shareholder and Former Manager Shareholders in March 2007 as being the amounts paid or advanced by the Investors by way of Investment,
- (ii) the aggregate of all other amounts paid or advanced by the Investors by way of Investment in relation to Securities on or prior to the Reference Date,
- (iii) to the extent not comprised within paragraph (i) or (ii) above, the aggregate of all amounts paid by the Investors on a bonus, rights or other issue, in respect of Securities on or prior to the Reference Date,
- (iv) all bona fide third party costs, fees and expenses and all out-of-pocket expenses (including but not limited to the costs of legal, accounting and financial advice as well as any corporate finance, underwriters or banking fees) directly connected with the subscription, acquisition advance or disposal of any Securities which are incurred or ultimately borne by any Investor and not reimbursed or agreed to be reimbursed within such period of time as the A Ordinary Majority Shareholder may agree by any Group Company on or prior to the Reference Date, and
- (v) any other amount so designated by the A Ordinary Majority Shareholder with Management Agreement

(b) as positive amounts

- (i) all Proceeds actually received by the Investors prior to the Reference Date in cash on all or any of the Securities,
- (ii) all Proceeds actually received by the Investors on the Reference Date on all or any of the Securities excluding any dividend on the A Ordinary Shares to be paid on the Reference Date by reference to the calculation of IRR as at that Reference Date, and
- (iii) any other amount so designated by the A Ordinary Majority Shareholder with Management Agreement

Provided that no payment to or by the Investors shall be double counted and Provided further that no fees, costs, expenses or emoluments paid or reimbursed by any Group Company to any of the Investors shall be included in any Cash Flow and no tax paid or payable by any Investor in respect of its own actual income or capital gains shall be included in any Cash Flow but there shall be included in any Cash Flow as a negative amount any tax liability which shall actually be discharged by an Investor and which shall represent a secondary liability in circumstances where the primary liability for the relevant tax was owed or deemed to be owed by a Group Company and which shall not have been discharged by it or any other Group Company,

Key Change means any change to these articles of association which

- (i) amends article 4, 11, 12 or 13, the definitions in Article 2 1 of 'Bad Leaver', 'Cash Equivalent', 'Cause', 'Employee Member', 'Good Leaver', 'IRR', 'Key Change', 'Leaving Date', 'Permitted Transferor', 'Permitted Transferee', 'Prescribed Fraction', 'Proceeds', 'Reference Date', 'Start Date' and 'Threshold Amount' or any term defined in these Articles which is used in any such definition, or
- (ii) is in relation to any increase in the number of authorised shares in the capital of the Company (except an increase in the A Ordinary Shares or in circumstances where the increase follows the conversion of B Ordinary Shares to Deferred Shares and has the effect of restoring the number of authorised B Ordinary Shares to the same number as was authorised immediately prior to the first such conversion, or if there had been an intermediate increase in such number, to such increased number),

Leaving Date means

- (a) in case of a conversion required by Article 13 1, the date on which the relevant Employee Member or his Permitted Transferor is declared bankrupt,
- (b) in case of a conversion required by Article 13 2, the date on which the relevant Employee Member or his Permitted Transferor dies,
- (c) in case of a conversion required by Article 13 3 in relation to any Employee Member or his Permitted Transferor who is a Bad Leaver by reason of his resigning from employment with a Group Company, the date of receipt by his employer of the notice of resignation,
- (d) in case of a conversion required by Article 13 3 other than a transfer referred to in (c) above, the date on which the relevant person ceases to be an employee of the relevant Group Company,
- (e) in the case of a conversion required by Article 13 4, the date of the Insolvency,

Majority Shareholder means the Holder(s) of A Ordinary Shares and (if applicable) B Ordinary Shares together representing a Controlling Interest in the Company,

Management Agreement means the agreement or affirmative vote of a Current Manager A Ordinary Shareholder and if there is no Current Manager A Ordinary Shareholder at any time shall mean the agreement or affirmative vote of Employee Members who together hold more than 50% of the B Ordinary Shares held by Employee Members at the relevant time,

member means any holder for the time being of shares in the capital of the Company of whatever class,

month means calendar month,

New Subsidiary means any body corporate which becomes and is for the time being a subsidiary or subsidiary undertaking of the Company which the Board resolves is a New Subsidiary,

Paid means, in relation to any A Ordinary Share or B Ordinary Share, paid or credited as paid,

Payment in Kind Note means any payment in kind note issued from time to time pursuant to Conditions 2 and 10 of the Deed Poll Instrument,

Permitted Transferee means, in relation to any member, a Privileged Relation or Family Trust (as the case may be),

Permitted Transferor means in relation to any member to whom shares have been transferred pursuant to Article 10 1 3 the person who first transferred the shares held by such member pursuant to that Article (whether or not that person transferred those shares directly to that member),

Prescribed Fraction

(a) means 1/1 in the case of

- (i) a Deceased Member or his Permitted Transferor or a Good Leaver (as the case may be) whose Leaving Date (or date of death, as the case may be) occurs on or prior to the first anniversary of such person's Start Date,
- (ii) a Bad Leaver,
- (iii) any conversion of B Ordinary Shares required to be made pursuant to Article 13 4 in relation to (1) an Employee Member or (2) a Permitted Transferee or (3) in relation to any other person referred to in Article 13 4 (as the case may be) by reason of any Insolvency occurring on or prior to the second anniversary of such Employee Member's or Permitted Transferee's Start Date,

(b) in respect of any Employee Member who is not and has never been a Current Manager Shareholder means $(A - B)/A$ where

A is 1461 (i.e. the number of days in 4 years), and

B is the number of days in the period commencing on (and excluding) such person's Start Date and ending on (and including) such person's Leaving Date,

in the case of

- (i) a Deceased Member or his Permitted Transferor or a Good Leaver (as the case may be) whose Leaving Date occurs after the first anniversary of such person's Start Date but on or prior to the fourth anniversary of such person's Start Date, or
 - (ii) any conversion of B Ordinary Shares required to be made pursuant to Article 13.4 in relation to (1) an Employee Member or (2) a Permitted Transferee or (3) any other person referred to in Article 13.4 (as the case may be) by reason of the onset of Insolvency in circumstances where the date of the onset of Insolvency occurs after the second anniversary of such Employee Member's or Permitted Transferor's Start Date but on or prior to the fourth anniversary of such Employee Member's or Permitted Transferor's Start Date,
- (c) in respect of any Employee Member who is or has been a Current Manager Shareholder means $[D]\%(A - B)/A + [E]\%(C - B)/C$ where

A is 1461 (i.e. the number of days in 4 years), and

B is the number of days in the period commencing on (and excluding) 20 March 2007 and ending on (and including) such person's Leaving Date,

in the case of

- (i) a Deceased Member or his Permitted Transferor or a Good Leaver (as the case may be) whose Leaving Date occurs after 20 March 2008 but on or prior to 20 March 2011, or
- (ii) any conversion of B Ordinary Shares required to be made pursuant to Article 13.4 in relation to (1) an Employee Member or (2) a Permitted Transferee or (3) any other person referred to in Article 13.4 (as the case may be) by reason of the onset of Insolvency in circumstances where the date of the onset of Insolvency occurs after 20 March 2008 but on or prior to 20 March 2011,

C is 730 (i.e. the number of days in 2 years);

D% is $100 - E$;

E% is the percentage specified in writing by the Company in a letter (issued at the time of the allotment of the B Ordinary Shares and if more than one such allotment, on the date of the last such allotment to the Employee Member concerned) as the appropriate percentage of B Ordinary Shares which represents the percentage of all of the B Ordinary Shares held by that Employee Member which were allotted because that individual was an Investor,

- (d) means zero in the case of
 - (i) a Deceased Member or his Permitted Transferor or a Good Leaver (as the case may be) whose Leaving Date occurs after the fourth anniversary of such person's Start Date, or
 - (ii) any conversion of B Ordinary Shares required to be made pursuant to Article 13.4 in relation to (1) an Employee Member or (2) a Permitted Transferee (in either case) by reason of the onset of Insolvency in circumstances where the date of the onset of Insolvency occurs after the fourth anniversary of such Employee Member's or Permitted Transferor's Start Date,
- (e) notwithstanding the foregoing part of this definition, (A) such smaller fraction as may be specified in writing by the Company in any letter (issued at the time of the relevant allotment and if more than one such allotment, on the date of the last such allotment to the Employee Member concerned) setting out the terms of allotment and issue of such B Ordinary Shares or if different (B) such other fraction as may be specifically agreed in writing between the Majority Shareholder and the member concerned,

Privileged Relation means in relation to an individual member a deceased or former individual member, the parent, husband or wife or the widower or widow or brother or sister of such member and all the lineal descendants in direct line of such member (and for the purposes aforesaid a step-child or adopted child or illegitimate child of any person shall be deemed to be his or her lineal descendant) not being a minor,

Proceeds means

- (a) in relation to any shares, amounts paid by way of a return of capital, dividends, distributions, capital payments, redemption payments or return of assets on liquidation or otherwise (including the Cash Equivalent of any distribution in specie), and
- (b) in relation to any debenture or loan securities or loans, amounts paid by way of repayment of principal, interest (including redemption premiums, default interest, penalties or other payments) (but excluding, for the avoidance of doubt, any issued but unredeemed Payment in Kind Notes) or redemption payment (including, without limitation, any redemption of any Payment in Kind Notes issued or to be issued pursuant to the terms of the Deed Poll Instrument), and
- (c) any other consideration including marketable shares or securities or assets received in relation to the sale, transfer or disposal of any such Shares, debentures, loan securities or loans or any interest in any such shares, debentures, loan securities or loans and Cash Equivalent, and
- (d) where the Company is required to deduct any withholding tax in respect of any item of Proceeds in paragraphs (a) to (c) (inclusive) above the amount of such withholding shall be included as Proceeds and shall be deemed to be actually received by the relevant Investors

Proposed Purchaser has the meaning set out in Article 11 1,

Reference Date means

- (a) in relation to any calculation of the IRR required under article 4, the date specified by the A Ordinary Majority Shareholder as the date as at which the IRR is to be calculated (being a date no more than three months prior to the date of the relevant payment of Proceeds), or
- (b) in relation to any calculation of the IRR required under Article 11 or 12 (subject to Article 11 4) the date of Sale Completion,

Relevant Member means a member to whom shares have been transferred pursuant to Article 10 1 3,

Relevant Proportion means in the case of a sale of A Ordinary Shares that proportion of A Ordinary Shares held by a member not being the Majority Shareholder which is equivalent to the proportion of the A Ordinary Shares held by the Majority Shareholder being sold by the Majority Shareholder and in the case of a sale of B Ordinary Shares that proportion of B Ordinary Shares held by a member not being the Majority Shareholder which is equivalent to the proportion of the B Ordinary Shares held by the Majority Shareholder being sold by the Majority Shareholder,

Sale Completion has the meaning set out in Article 11 1,

Sale Shares has the meaning set out in Article 11 1,

Securities means Investor Shares, the Subsidiary Securities and the Company Securities,

Shares means A Ordinary Shares and B Ordinary Shares or, where the context required, either of them,

Specified Rate means the rate specified as such in the applications for Shares made by the Former Manager Shareholders in March 2007,

Start Date means, in relation to any Employee Member, Deceased Member or, in the case of a Permitted Transferee, his Permitted Transferor 20 March 2007 or, if later, the date of the commencement of that person's employment by a Group Company,

Subsidiary or **Subsidiaries** means all or any body corporate which is at the date of adoption of these Articles a subsidiary or subsidiary undertaking of the Company and the New Subsidiaries,

Subsidiary Securities means any and all shares, debentures or other securities of whatsoever nature (including equity securities, debt securities, loan notes, Payment in Kind Notes and loans) advanced, held or acquired at any time by or on behalf of any Investor in, or in relation to, any Subsidiary (for the avoidance of doubt excluding any Company Securities or Investor Shares),

Subsidiary undertaking has the meaning set out in section 258 of the Act,

Table A means Table A in the schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985/805) of the United Kingdom as amended by the Companies (Tables A - F) (Amendment) Regulations 1985 (SI 1985/1052) and Schedule 1 to the Companies Act 1985 (Electronic Communications) Order 2000,

Threshold Amount means the greater of (i) the sum (if any) which it would be necessary to add to the Cash Flows as an amount received by the Investors as at the Reference Date so as to ensure that the IRR is the Specified Rate and (ii) £0.01,

United Kingdom includes England, Scotland, Wales and Northern Ireland but excludes the Channel Islands and the Isle of Man,

In writing means written or produced by any substitute for writing or partly one and partly another, and

Year means calendar year

- 2.2 In these Articles reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and for the time being in force and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision for the time being in force, reference to the singular includes a reference to the plural and vice versa and reference to any gender includes a reference to all other genders, headings are included only for convenience and shall not affect meaning, references to persons include bodies corporate, unincorporated associations and partnerships and any reference and, in the case of an individual is also deemed to include his legal personal representatives, and unless otherwise defined or the context otherwise requires, words or expressions bear the same meaning as in the Act and words and expressions defined in regulation 1 of Table A have the same meaning when used in these Articles

3 **Share capital**

The authorised share capital of the Company at the date of the adoption of this Article is £10,020,000 divided into 10,000,000 A Ordinary Shares and 2,000,000 B Ordinary Shares (convertible into Deferred Shares in accordance with these Articles)

4 **Rights attaching to Shares, IRR and Deferred Shares**

Subject to any special rights that may be attached to any class of shares issued after the date of adoption of these Articles and to Article 4.6 in relation to Deferred Shares, the rights attaching to the Shares are as follows

Income

- 4.1 Subject to the provisions of these Articles, the profits of the Company available for distribution and resolved to be distributed in respect of any financial year shall be distributed among the Holders of the A Ordinary Shares and the Holders of the B Ordinary Shares in accordance with the following entitlements

- 4 1 1 Before paying any dividend or other distribution on the B Ordinary Shares, the Company shall pay to the Holders of the A Ordinary Shares, as a class (pro-rata, as nearly as may be practicable, to their respective holding of A Ordinary Shares), a dividend (the **A Ordinary Dividend**) of the amount (if any) by which the Investor Proceeds received by Investors prior to the payment of such dividend is less than the Threshold Amount. No dividend or distribution shall be paid to the Holders of the A Ordinary Shares to the extent that the same shall exceed the Threshold Amount.
- 4 1 2 No dividend or distribution shall be declared or paid in relation to the B Ordinary Shares unless or until the Investors shall have received Investor Proceeds equal to the Threshold Amount.
- 4 1 3 Subject to Article 4 1 1, any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the B Ordinary Shares (as a class) pro-rata, as nearly as may be practicable, to their respective holding of B Ordinary Shares.
- 4 1 4 No distribution or distributions of more than £4 million in aggregate in each year after the date of adoption of these articles, (which sum shall accumulate so that, for example only, £8 million of dividends may be paid in the two year period after the date of adoption of these articles, £12 million in the three years and so on) on the Shares shall be made without a Management Agreement while the Initial Loan Notes and any Payment in Kind Notes or any other securities ranking ahead of the A Ordinary Shares are outstanding.

Capital

- 4 2 On a return of assets on liquidation, winding up or other return of capital by whatever means effected (each a **Capital Realisation**), the surplus assets of the Company available for distribution among the members, after payment of all debts and satisfaction of all liabilities of the Company, shall be applied, as follows:
- 4 2 1 Firstly, in paying to the Holders of the A Ordinary Shares as a class, pro rata as nearly as may be practicable to their respective holdings of A Ordinary Shares, such sum as in aggregate is equal to (but not more than) the amount (if any) by which the aggregate Investor Proceeds received by Investors prior to the payment of the Capital Realisation (including without limitation any A Ordinary Dividend) is less than the Threshold Amount (and for the avoidance of doubt, if the aggregate Investor Proceeds previously received by Investors is equal to or greater than the Threshold Amount, the amount payable pursuant to this Article 4 2 1 shall be zero), and
- 4 2 2 thereafter in paying the balance of any surplus assets to the Holders of the B Ordinary Shares (as a class) pro rata as nearly as may be practicable to their respective holdings of B Ordinary Shares.

Voting

- 4 3 At a general meeting of the Company on a show of hands every Holder of A Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative duly authorised shall have one

vote, and on a poll every Holder of A Ordinary Shares present in person, by representative or by proxy shall have one vote for every A Ordinary Share of which he is the Holder provided that the Holder of any A Ordinary Share shall have no vote at such general meeting (whether in person or by proxy) arising from such holding in relation to any Key Change

4 4 At a general meeting of the Company on a show of hands every Holder of B Ordinary Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative duly authorised shall have one vote, and on a poll every Holder of B Ordinary Shares present in person, by representative or by proxy shall have one vote for every B Ordinary Share of which he is the Holder. Notwithstanding any other provisions of these Articles, where a vote is under consideration in relation to any Key Change, the resolution concerned shall only be considered to be passed if 80% of the votes of the Holders of the B Ordinary Shares then present in person or by proxy shall be cast in favour of the relevant resolution and there is a Management Agreement to the same

4 5 Subject to Articles 4 3, 4 4 and 5, for the purposes of voting on any resolution of the members of the Company, whether in general meeting or written resolution or unanimous assent, the Holders of the A Ordinary Shares and the Holders of the B Ordinary Shares shall be treated as a single class

4 6 A Deferred Share shall have no right to vote, no right to receive any dividend or distribution and, on a Capital Realisation, shall be entitled to be redeemed at par, but only if the Holders of each B Ordinary Share then in issue shall have received a distribution of at least £1,000,000 per B Ordinary Share then held

IRR

4 7 The IRR shall be calculated by the A Ordinary Majority Shareholder (the **Nominated Member**) as soon as reasonably practicable after the Reference Date and the Nominated Member shall deliver to the Company a certificate stating the amount of the IRR

4 8 The Company and the Investors shall provide to the Nominated Member within 5 Business Days of a request in writing to do so all such information as the Nominated Member may request in order to enable it to calculate the IRR as at each Reference Date

4 9 The Nominated Member shall provide to the Company within 5 Business Days of the receipt of such information as is requested in (i) above, a draft calculation of the IRR as at the applicable Reference Date

4 10 The Investors shall provide to the Company and the Nominated Member such information as the Company may reasonably require in order to ascertain the amount of the Investor Proceeds

4 11 If there is any dispute between any of the A Ordinary Majority Shareholder and the Employee Members holding B Ordinary Shares concerning any calculation of the IRR or the Investor Proceeds as at the applicable Reference Date then, subject to the proviso at the end of this Article 4 11, the dispute shall be referred by the Company to the Auditors and the Auditors shall be required (at the cost of the

Company, so long as it shall be lawful for the Company to bear such cost) to certify the value of the Investor Proceeds and the IRR as at the applicable Reference Date. In certifying the value of the Investor Proceeds and the IRR, the Auditors shall be deemed to be acting as experts and not as arbitrators or arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply. The Auditors' determination shall be final and binding on all persons concerned (save in the event of fraud or clerical error) and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith. Provided always that if there is a Management Agreement in respect of the draft calculation of the IRR or the Investor Proceeds calculation in question, such draft calculation shall be final and binding and no reference shall be made to the Auditors to certify the relevant calculation in accordance with this Article 4.11

4.12 All calculations will be in sterling

4.13 The provisions of this Article 4 are subject to the following

4.13.1 Notwithstanding any other provision of these Articles, no payment shall be declared or made by the Company by way of dividend or other distribution, purchase, redemption, reduction or return of shares or capital or by addition to or repayment of any dividend reserve if and to the extent that such payment is prohibited or restricted by the terms of the Facilities Agreement. While that agreement remains in force, no dividends or other distributions payable in respect of shares, whether pursuant to the provisions of these Articles or otherwise, shall constitute a debt enforceable against the Company unless permitted to be paid in accordance with the Facilities Agreement (but without prejudice to the accrual of interest for late payment in accordance with the terms of these Articles)

Where any dividend or redemption payment is not made because of the provisions of this Article 4.13 such dividend shall be paid or redemption payment made upon the necessary consent being obtained or the prohibition thereon ceasing to apply

5 Variation of rights

5.1 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject always to the provisions of the Act and/or Article 4.4, be varied or abrogated (i) in such manner (if any) as may be provided by those rights, (ii) either with the consent in writing of the Holders of not less than three quarters in nominal value of the issued shares of the class, or (iii) with the sanction of a special resolution passed at a separate general meeting of the Holders of the shares of that class (but not otherwise) and may be so varied or abrogated whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting all the provisions of these Articles relating to general meetings of the Company and to the proceedings at such general meetings shall with necessary modifications apply, except that

5.1.1 the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at

any adjourned meeting a quorum as defined above is not present, any one Holder of any shares of the class present in person or by proxy shall be a quorum),

5 1 2 the shares of the class in question shall carry the right to vote at such meeting notwithstanding that such shares would not entitle the Holders of such shares to vote at a general meeting of the Company, and

5 1 3 any Holder of shares of the class present in person or by proxy may demand a poll and every such Holder shall on a poll have one vote for every share of the class held by him

5 2 Article 5 1 shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights of which are to be varied

5 3 The rights attached to the A Ordinary Shares shall not, unless otherwise expressly provided by the terms of issue of such A Ordinary Shares, be varied or be deemed to be varied

5 3 1 by the purchase by the Company of any of its own shares in accordance with the Act and these Articles, or

5 3 2 by the creation or issue of further A Ordinary Shares or other shares ranking as regards participation in the profits or assets of the Company in some or all respects equally with such shares but in no respect in priority to such shares,

5 4 The rights attached to the B Ordinary Shares shall not be varied or be deemed to be varied

5 4 1 by the purchase by the Company of any of its own shares in accordance with the Act and these Articles,

5 4 2 by the creation or issue of further A Ordinary Shares or other shares ranking as regards participation in the profits or assets of the Company in some or all respects equally with such shares but in no respect in priority to such shares, or

5 4 3 by the creation or issue of any B Ordinary Shares or other shares ranking as regards participation in the profits or assets of the Company in some or all respects equally with such shares but in no respect in priority to such shares

6 Authority to allot

6 1 Subject to the provisions of Table A and to the provisions of these Articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these Articles, to such persons, at such times and generally on such terms and conditions as the directors think proper but that no Shares shall be issued at a discount provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same

and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these Articles

6 2 Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement

6 3 The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these Articles) for a further period not exceeding five years

7 Pre-emption on allotment

7 1 The Shares comprised in the authorised share capital at the date of the adoption of these Articles shall be at the disposal of the directors as they think proper but, unless otherwise determined by special resolution of the Company, any equity securities which are not comprised in the authorised share capital at the date of the adoption of these Articles shall, before they are allotted on any terms to any person, be first offered by the Company on the same or more favourable terms to the Holders of the same class of shares in proportion as nearly as is practicable to the nominal value of the shares in the Company of the same class held by the members respectively

7 2 Such offer shall be made by notice specifying the number of equity securities offered and the period, being not fewer than twenty-one days, within which the offer, if not accepted, will be deemed to have been declined After the expiration of such period, or if earlier on receipt of notice of the acceptance or refusal in respect of each offer so made, the directors may, subject to these Articles, dispose of such equity securities as have not been taken up in such manner as they think proper

TRANSFER OF SHARES

8 Limited power of refusal

8 1 The directors shall not refuse to register any transfer of any shares or interest in shares other than in the following circumstances, in which circumstances, the directors shall refuse to register such a transfer

8 1 1 the instrument of transfer

- a is in respect of more than one class of share,
- b is not lodged at the registered office of the company or such other place as the directors may appoint, or
- c is not accompanied by the relevant share certificate(s) and such other evidence as the directors may reasonably require to show the right of the

transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do),

d is in favour of more than four transferees, or

8 1 2 the transfer is in favour of a person referred to in Article 9, or

8 1 3 the transfer of shares is in breach of any other provision of these Articles

9 **Prohibited transfers**

No shares and no interest in shares shall be transferred to any infant, bankrupt or person of unsound mind and the directors shall refuse to register any such transfer

10 **Transfer of B Ordinary Shares**

No member shall transfer or create any Encumbrance in or over any B Ordinary Shares held by him other than

10 1 1 (save as permitted with regard to a transfer referred to in Article 10 1 3 below) with A Ordinary Shareholder Approval (which may be given or withheld in the absolute discretion of the A Ordinary Majority Shareholder and may be given subject to conditions),

10 1 2 pursuant to the provisions of Article 11 or, provided that prior to or contemporaneously with such transfer the Proposing Transferor has acquired or will acquire A Ordinary Shares or a Controlling Interest in the Company, Article 12, or

10 1 3 subject to Article 14, to a Permitted Transferee of such member

Any purported transfer or creation of any Encumbrance in or over any B Ordinary Shares other than in accordance with the provisions of this Article 10 shall be void and have no effect

11 **Drag-Along**

11 1 If the Majority Shareholder intends to sell all or some of its holding of Shares representing a Controlling Interest in the Company (the shares to be sold by the Majority Shareholder being referred to as the **Sale Shares**) to a proposed purchaser or (where there is more than one) purchasers Acting in Concert (none of whom is an Affiliate of the Majority Shareholder) (the **Proposed Purchaser**, which expression shall not include an Affiliate of the Majority Shareholder) the Majority Shareholder shall have the right to give to other Holders of Shares at least 5 Business Days' advance written notice prior to its selling the Sale Shares requiring the other Holders of Shares to sell to the Proposed Purchaser the Relevant Proportions of their holdings of Shares That notice (the **Drag Along Notice**) will be made in the manner set out in Article 50 and will include

11 1 1 details of the Sale Shares,

- 11 1 2 the proposed price for each Sale Share (specifying separately the price to be paid for each A Ordinary Share and each B Ordinary Share) to be paid by the Proposed Purchaser,
- 11 1 3 details of the Proposed Purchaser,
- 11 1 4 the place and the date and time of completion (the **Sale Completion**) of the proposed purchase, which shall be on a date not less than 5 Business Days after the date of receipt of the Holders of Shares of the Drag Along Notice,
- 11 1 5 the Relevant Proportions of the shares owned by the other Holders of Shares the subject of the Drag Along Notice, and
- 11 1 6 a copy of the then latest draft of the agreement under which the relevant Shares are to be sold (the **Agreement**)
- 11 2 Subject to the Proposed Purchaser acquiring a Controlling Interest, the Holders of Shares shall sell the Relevant Proportion of their Shares as referred to in the Drag Along Notice at a price calculated in accordance with article 11 4 and otherwise on the terms set out in the Drag Along Notice which shall be on the same terms as set out in the Agreement provided always that
 - 11 2 1 such Holder of Shares who is an individual and who has been engaged in the management of the business of any Subsidiary and is not a Current Manager A Ordinary Shareholder shall not be bound to give any warranties or to sign up to any restrictive covenants to such Proposed Purchaser in each case which are more onerous in quantum and/or nature and/or limitations than those contained in a share purchase agreement dated 21 March 2007 to which the Company's Subsidiary, Dome Bidco Limited, is a party (assuming all such warranties (other than the warranties as to title to the shares) are given on an awareness basis) save that should such Holder of Shares who is an individual have ceased to be employed (for whatever reason) with, or ceased management of the business (for whatever reason) of a Subsidiary within the period being 12 months prior to a Proposed Purchaser acquiring a Controlling Interest then the warranties to be given pursuant to this Article 11 2 by that individual shall be no greater than those then given by the A Majority Shareholder and
 - 11 2 2 such Holder of Shares who is an individual and who has been engaged in the management of the business of any Subsidiary and is a Current Manager A Ordinary Shareholder shall not be bound to give any warranties to such Proposed Purchaser in each case which are more onerous in quantum than the amount which equals one third of the value of the consideration receivable by that individual in connection with such sale or to sign up to any restrictive covenants save that should such Holder of Shares who is an individual have ceased to be employed (for whatever reason) with, or ceased management of the business (for whatever reason) of a Subsidiary within the period being 12 months prior to a Proposed Purchaser acquiring a Controlling Interest then the warranties to be given pursuant to this Article 11 2 by that individual shall be no greater than those then given by the A Majority Shareholder

- 11 3 If a Holder of Shares fails to comply with Article 11 2 (a **Defaulting Shareholder**) the Company shall be constituted the agent of the Defaulting Shareholder for the sale of the Relevant Proportion of his Shares in accordance with the Drag Along Notice (together with all rights then attached thereto) and the Board may authorise any person to execute and deliver on behalf of and as attorney for the Defaulting Shareholder the necessary instrument(s) of transfer and the Agreement. The Company's receipt of the relevant purchase money shall be good discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof). The Company shall thereafter hold the purchase money on trust for the Defaulting Shareholder and register the Proposed Purchaser as the Holder of the Relevant Proportion of his Shares. After the Proposed Purchaser has been entered in the Register of members of the Company in purported exercise of these powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Shareholder until the Defaulting Shareholder shall have delivered to the Company his share certificate(s) or a suitable indemnity in respect of the Shares the subject of the Drag Along Notice. The Holders of Shares shall not be required to comply with a Drag Along Notice unless the Majority Shareholder shall sell the Sale Shares to the Proposed Purchaser on the Sale Completion, subject at all times to the Majority Shareholder being able to withdraw the Drag Along Notice at any time prior to the Sale Completion by giving notice to the Company to that effect, whereupon each Drag Along Notice shall cease to have effect.
- 11 4 The Majority Shareholder shall ensure that the price to be paid by the Proposed Purchaser to holders of Shares (which shall include all the consideration in whatever form (including contingent or deferred) which can fairly be said to form part of the consideration for the arrangements to sell any Shares by the Majority Shareholder to the Proposed Purchaser, whether in one or more transactions) (the **Price**) shall be structured so that
- 11 4 1 firstly, there is paid on the A Ordinary Shares being sold by the Majority Shareholder and on the Relevant Proportion of A Ordinary Shares being transferred by the remaining Holders (together, the **Aggregated Relevant Proportion of A Ordinary Shares**) to the Holders of the Aggregated Relevant Proportion of A Ordinary Shares (as a class), pro rata as nearly as may be practicable to their respective holdings of A Ordinary Shares being transferred, such sum as in aggregate is equal to the amount (if any) by which the aggregate Investor Proceeds received by Investors prior to such payment (including without limitation any dividend on the A Ordinary Shares) is less than the Threshold Amount (and for the avoidance of doubt, if the aggregate Investor Proceeds previously received by Investors is greater than the Threshold Amount, the amount payable pursuant to this Article 11 4 1 shall be zero), and
- 11 4 2 thereafter the balance on the B Ordinary Shares being transferred by the Majority Shareholder and the Relevant Proportion of B Ordinary Shares being transferred by the remaining Holders (together, the **Aggregated Relevant Proportion of B Ordinary Shares**) is paid to the Holders of the B Ordinary Shares (as a class) pro rata as nearly as may be practicable to their respective holdings of B Ordinary Shares being transferred. In the event that such balance is zero, the Aggregated Relevant Proportion of B Ordinary Shares (as a class) shall be transferred to the Proposed Purchaser for £1.

12 Tag-Along

- 12 1 If the Majority Shareholder elects not to serve a Drag Along Notice under Article 11 it shall in any event serve written notice informing the other Holders of Shares of any proposed sale of the Sale Shares to the Proposed Purchaser which would, if completed, result in the Proposed Purchaser acquiring a Controlling Interest in the Company, at least 10 Business Days in advance of the date of such sale (the **Sale Notice**) The Sale Notice shall contain the same information as would be required to be given in a Drag Along Notice
- 12 2 If the Majority Shareholder intends to sell all or some of its holding of A Ordinary Shares and/or B Ordinary Shares where such holding does not represent a Controlling Interest in the Company (the shares to be sold by the Majority Shareholder being referred to as the **Ordinary Sale Shares**) to a proposed purchaser or (where there is more than one) purchasers Acting in Concert (none of whom is an Affiliate of the Majority Shareholder) (the **Proposed Ordinary Shares Purchaser**, which expression shall not include an Affiliate of the Majority Shareholder) the Majority Shareholder shall serve written notice informing the other Holders of Shares of any proposed sale of the Ordinary Sale Shares to the Proposed Ordinary Shares Purchaser at least 10 Business Days in advance of the date of such sale (the **Ordinary Sale Notice**) The Ordinary Sale Notice shall contain the same information as would be required to be given in a Drag Along Notice
- 12 3 If as a result of the completion of the sale of Shares by the Majority Shareholder the Proposed Purchaser would acquire a Controlling Interest in the Company, any Holder of Shares shall have the right at any time prior to the completion of the sale of the Sale Shares to the Proposed Purchaser to give the Majority Shareholder written notice of his desire to sell all or the Relevant Proportion of his Shares to the Proposed Purchaser on the same terms and conditions as are applicable to the A Ordinary Shares (in the case of A Ordinary Shares) or B Ordinary Shares (in the case of B Ordinary Shares) as set out in the Sale Notice (the **Tag Along Notice**)
- 12 4 Upon giving the Tag Along Notice to the Majority Shareholders the Holders of Shares shall be entitled (subject to the sale of the Sale Shares representing a Controlling Interest in the Company being completed) to sell to the Proposed Purchaser (and the Majority Shareholder shall not be entitled to sell its Shares unless it shall procure that such offer is made and if accepted complied with) all or the Relevant Proportion of their Shares, on the terms set out in the Sale Notice and at a price calculated in accordance with Article 11 4
- 12 5 If as a result of the completion of the sale of A Ordinary Shares and/or B Ordinary Shares by the Majority Shareholder the Proposed Ordinary Shares Purchaser would not acquire a Controlling Interest in the Company but would acquire A Ordinary Shares and/or B Ordinary Shares, any Holder of A Ordinary Shares (in the case of a proposed sale of A Ordinary Shares by the Majority Shareholder) or B Ordinary Shares (in the case of a proposed sale of B Ordinary Shares by the Majority Shareholder) (as the case requires) shall have the right at any time prior to the completion of the sale of the Ordinary Sale Shares to the Proposed Ordinary Shares Purchaser to give the Majority Shareholder written notice of his desire to sell the Relevant Proportion of his relevant class of Shares on the same terms and

conditions as are applicable to the Shares being sold as set out in the Ordinary Sale Notice (the **Ordinary Tag Along Notice**)

12 6 Subject always to the provisions of Article 12 5, upon giving the Ordinary Tag Along Notice to the Majority Shareholder, the Holders of Shares shall be entitled (subject to the sale of the Ordinary Sale Shares being completed) to sell to the Proposed Ordinary Shares Purchaser (and the Majority Shareholder shall not be entitled to sell its Shares unless it shall procure that such offer is made and if accepted complied with) the Relevant Proportion of their Shares, on the terms set out in the Ordinary Sale Notice and at a price calculated in accordance with Article 11 4

12 7 If any Holder of Shares is not given the opportunity to participate in the transaction contemplated in the Sale Notice or, as the case may be, the Ordinary Sale Notice in accordance with the terms and conditions of this Article 12, the Majority Shareholder may not complete such transaction and the directors may not register the transfer of the Majority Shareholder's Shares

12 8 Save where Article 12 2 applies, the Proposed Purchaser shall not be required to comply with a Tag Along Notice unless the Majority Shareholder shall sell Sale Shares representing a Controlling Interest in the Company to the Proposed Purchaser and if the Majority Shareholder or Proposed Purchaser withdraws from the sale of the Controlling Interest at any time prior to the Sale Completion, each Tag Along Notice shall cease to have effect

12 9 The Proposed Ordinary Shares Purchaser shall not be required to comply with an Ordinary Tag Along Notice unless the Majority Shareholder shall sell Ordinary Sale Shares to the Proposed Ordinary Shares Purchaser and if the Majority Shareholder or Proposed Ordinary Shares Purchaser withdraws from the sale of the Ordinary Sale Shares at any time prior to the Sale Completion, each Ordinary Tag Along Notice shall cease to have effect

13 **Conversion to Deferred Shares**

13 1 If an Employee Member becomes bankrupt at any time, the Prescribed Fraction of the total number of B Ordinary Shares registered in his name (rounded up to the nearest whole share) shall automatically convert into fully paid Deferred Shares upon the date of such bankruptcy

13 2 If an Employee Member or Permitted Transferor shall die, the Prescribed Fraction of the total number of B Ordinary Shares of which the deceased member was the Holder immediately prior his death (rounded up to the nearest whole share) together with the Prescribed Fraction of the total number of B Ordinary Shares registered in the name of any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 10 1 3 (rounded up to the nearest whole share) shall automatically convert into fully paid Deferred Shares upon the date of death of the relevant Employee or Permitted Transferor

13 3 If an Employee Member or a Permitted Transferor shall cease for any reason (other than a reason set out in Articles 13 1 or 13 2) to be an employee of a Group Company and following such cessation shall not be an employee of any other

Group Company then the Prescribed Fraction of all B Ordinary Shares registered in his name (rounded up to the nearest whole share) or in the name of any attorney appointed under an enduring power of attorney or any receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs together with the Prescribed Fraction of all B Ordinary Shares registered in the name of any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under Article 10 1 3 shall automatically convert into fully paid Deferred Shares upon the date on which such Employee Member or a Permitted Transferor shall cease to be such an employee

- 13 4 If an Insolvency shall occur, then unless the A Majority Shareholder, acting in good faith, is of the view that, following the Insolvency, there is likely to be value attributable to the B Ordinary Shares the Prescribed Fraction of all B Ordinary Shares registered in the name of each Employee Member (rounded up to the nearest whole share) or in the name of any attorney appointed under an enduring power of attorney or any receiver, curator bonis or other person appointed to exercise powers with respect to each relevant member's property or affairs together with the Prescribed Fraction of all B Ordinary Shares registered in the name of any member who is an Affiliate of such Employee Member and who has acquired shares directly or indirectly pursuant to a transfer made under Article 10 1 3 shall automatically convert into fully paid Deferred Shares upon the date of the Insolvency

14 Permitted Transfers

- 14 1 Whilst any Shares are being transferred or are the subject of a Drag Along Notice under Article 11 or a Tag Along Notice under Article 12 no transfers of Shares pursuant to Article 10 1 3 shall be permitted
- 14 2 If any Relevant Member ceases to be a Permitted Transferee in relation to his Permitted Transferor that Relevant Member shall transfer all of the shares registered in his name to his Permitted Transferor or another Permitted Transferee of his Permitted Transferor within 5 days of the event giving rise to such cessation In the case of a Family Trust, it shall be the duty of the trustees holding such Shares to notify the directors in writing that such event has occurred and the trustees shall be bound to comply with the provisions of this Article 14 2
- 14 3 If a Relevant Member (other than an Employee Member) becomes bankrupt, that Relevant Member and his trustee in bankruptcy shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do
- 14 4 The legal personal representative of a deceased Relevant Member entitled to any Share in consequence of the death of a Relevant Member shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do or if later as soon as such legal personal representative is legally able so to do

- 14 5 If an order is made by a court having jurisdiction in matters concerning mental disorder for a Relevant Member's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs, then he (including any attorney appointed under an enduring power of attorney) and such receiver, curator bonis or such other person shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do
- 14 6 If any person required to transfer Shares pursuant to Article 14 2 to 14 5 inclusive defaults in transferring such Shares, he shall be obliged to sell and to transfer to the Employee Member concerned at a price equal to the nominal value of such shares on the Transfer Date each share registered in his name upon receipt of notice from the Company requiring him so to
- 14 7 Any Holder of Shares shall from time to time as required by the Board, notify the Board of the identity of, and any change in the identity of, all other persons having an interest in Shares held by that Shareholder including the Employee Member who originally held such Shares For these purposes, having an interest shall be construed in accordance with Schedule 13 of the Act
- 14 8 If any Holder of Shares shall fail to provide information to the Company within 30 days of being required to do so under Article 14 7 or, the information provided shows that in the reasonable opinion of the Board, a beneficial interest in the Share concerned has been transferred or created in favour of a person which transfer or interest is not permitted under these Articles, all rights attaching to any Shares registered in the name of such person or in which such person may have any interest, beneficial or otherwise (whether to receive dividends, distributions or participate in any share repurchase or otherwise howsoever) shall be suspended until the default is remedied to the satisfaction of the Board The Company shall be entitled to retain any dividend, payment or other distribution paid or made in relation to any Share where the rights attaching to such Share have been suspended, until such time as the relevant Holder of Shares complies with the requirements of Article 14 7 or, in the event that there has been a transfer of an interest to a person who is not, a person to whom Shares or any interest in Shares is permitted to be made under Article 10, until such time as a retransfer or transfer of Shares to a person who is the original beneficial owner of such Share or a Permitted Transferee of him has taken place Upon such compliance the Company shall account to the member then holding such Share for such retained monies without interest

15 Registration of transfers

The transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of members of the Company in respect thereof

PROCEEDINGS AT GENERAL MEETINGS

16 Quorum

- 16 1 No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon Two members so present and entitled to vote shall be a quorum for all purposes PROVIDED THAT, in circumstances where there is one member only, the quorum for any general meeting shall for all purposes be that member so present
- 16 2 If a quorum is not present at any such adjourned meeting as is referred to in regulation 41 of Table A, then, provided that the member present holds not fewer than 75% in nominal value of the shares of the Company in issue, any resolution agreed to by such member shall be as valid and effectual as if it had been passed unanimously at a general meeting of the Company duly convened and held
- 16 3 Any reference to presence at a general meeting or class meeting shall include presence of a member in person or by proxy or (being a corporation) by a duly authorised representative and shall include presence which is deemed in accordance with these Articles (and **present** shall be construed accordingly)
- 17 **Voting and right to demand a poll**
- 17 1 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration by the chairman of the result of the show of hands, demanded in accordance with Article 17 2
- 17 2 A poll may be demanded at any general meeting by the chairman or by any member present (in person or by proxy) and entitled to vote at that meeting
- 17 3 If at any general meeting any votes shall be counted which ought not to have been counted, or not be counted which ought to have been counted, the error shall not vitiate the result of the voting unless it is pointed out at the same meeting, and not in that case unless it shall, in the opinion of the chairman of the meeting, be of sufficient magnitude to vitiate the result of the voting
- 17 4 In regulation 54 of Table A the words ",not being himself a member entitled to vote," shall be deleted

SINGLE MEMBER

- 18 **Quorum when single member and record of decisions of single member**
- 18 1 Notwithstanding any provision to the contrary in these Articles or in Table A, in circumstances where the Company has only one member, that member present in person or by proxy shall be a quorum
- 18 2 A single member shall, upon taking a decision which may be taken by the Company in general meeting and which has effect as if agreed by the Company in general meeting (unless that decision is taken by way of written resolution or unanimous assent), provide the Company with a written record of that decision

- 18 3 For so long as the Company is a single member Company, all provisions of these Articles and of Table A shall be construed so as to be consistent with the Company only having one member
- 18 4 If, for any reason, the number of members of the Company increases beyond one and for so long as the number of members is more than one, the provisions of this Article shall not apply

MEMBERS' ASSENT

- 19 A resolution in writing executed pursuant to regulation 53 of Table A and which is expressed to be a special resolution or an elective resolution or an extraordinary resolution shall have effect accordingly In the case of a corporation, a resolution in writing may be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or by its duly authorised representative Regulation 53 of Table A shall be modified accordingly

PROXIES

- 20 An instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority may be handed to the chairman of the relevant meeting and regulation 62 of Table A shall be modified accordingly
- 21 An instrument appointing a proxy shall be deemed to include authority for the proxy to vote on any amendment of a resolution put to the meeting for which the proxy was appointed in such manner as the proxy sees fit A proxy for a member may vote on a show of hands and demand a poll Regulation 54 of Table A shall be modified accordingly The appointment of a proxy by a member shall not preclude such member from attending and voting at the meeting or at any adjournment thereof Regulation 59 of Table A shall be modified accordingly

DIRECTORS

22 Number

Unless otherwise determined by ordinary resolution the number of directors shall not be subject to any maximum but shall be not fewer than one

23 Eligibility and appointment

Any adult person may be appointed or elected as a director whatever may be his age, and no director shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age

- 24 No person may be appointed as a director without the approval in writing of the A Ordinary Majority Shareholder The A Ordinary Majority Shareholder may at any time and from time to time nominate any number of persons by notice in writing to the Company to act as director(s) of the Company and such person(s) shall thereupon with immediate effect (subject to his or her consenting so to act) be a director of the Company (an **A Director**) Such appointor may in like manner terminate the appointment of any A Director and any other director by notice in

writing to the Company Any such appointment or removal shall be deemed to be an act of the Company (and not only of the A Ordinary Shareholder Majority) Any such notice may consist of one or more documents (including a telex, facsimile, cable or telegram) each signed by or on behalf of or otherwise emanating from such A Ordinary Shareholder Majority Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative

BORROWING POWERS

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

DIRECTORS' INTERESTS

- 26 **Duty to declare interests**

A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Act Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors

- 27 **Remuneration**

A director may, notwithstanding his office, hold and be remunerated in respect of any office or place of profit held in the Company provided that he has previously complied with all requirements of the Act relating to disclosure of interests, and he or any firm, company, or other body in which he has an interest may act in a professional capacity for the Company and be remunerated for such work and shall not by reason of his office be accountable to the Company for any benefit which he derives from any such office or place of profit Regulation 85 of Table A shall be modified accordingly

- 28 **Nature of interests and general notices**

For the purposes of regulation 85 of Table A (as modified by Article 27) a director shall be considered to be interested in any contract, transaction or arrangement (if he would not otherwise be so interested) in which he is treated as interested for the purposes of section 317 of the Act In the case of any transaction or arrangement

with the Company in which the director is interested, a general notice given by a director and which otherwise complies with Regulation 86(a) of Table A shall not be a disclosure as provided in that regulation unless it relates to a specified company or firm or other body in which he is interested or to a specified person who is connected with the director within the meaning of section 346 of the Act. Regulation 86 of Table A shall be modified accordingly

DISQUALIFICATION OF DIRECTORS

- 29 The office of a director shall be vacated immediately
- 29 1 if (not being precluded from so doing by the terms of any contract with the Company) by notice to the Company he resigns the office of director, or
- 29 2 if he is or becomes bankrupt or insolvent or enters into any arrangement with his creditors, or
- 29 3 if he is or becomes incapable by reason of illness, injury or mental disorder of exercising his functions as a director properly, or
- 29 4 if he is removed from office by an ordinary resolution duly passed, or
- 29 5 if he is removed from office by the A Ordinary Majority Shareholder as referred to in Article 24, or
- 29 6 if he is prohibited from being a director by an order made under the Company Directors Disqualification Act 1986 or otherwise by law, or
- 29 7 if he is removed from office by the directors as referred to in Article 31

ROTATION OF DIRECTORS

- 30 The directors shall not be liable to retirement by rotation and accordingly the second and third sentences in Regulation 79 of Table A shall not apply to the Company nor shall any other references to retirement by rotation in Table A

DIRECTOR APPOINTMENTS

- 31 The directors may from time to time remove any director from office (but not an A Director) or, subject to Article 24, appoint any person who is willing to act to be a director. Notwithstanding the foregoing, the Majority Shareholders may also from time to time appoint by notice in writing to the Company any person who is willing to act to be a director and any such appointment shall be deemed to be an act of the Company (and not only of such member or members). Any such notice may consist of one or more documents (including a telex, facsimile, cable or telegram) each signed by or on behalf of or otherwise emanating from such member or members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative

PROCEEDINGS OF DIRECTORS

32 Regulation of meetings

The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit

33 Calling and notice of meetings

33 1 A director may, and the secretary on the requisition of a director shall, at any time call a meeting of the directors or committee to which such director is appointed (and, if reasonably practicable and where no urgent business is to be discussed, shall give 7 days' notice of the same) Notice of every meeting of the directors shall be given to every director and shall (if reasonably practicable) include an agenda of the business to be transacted at such meeting together with all papers to be presented to the meeting, but the non-receipt of notice by any director shall not invalidate the proceedings at any meeting of the directors Any director may waive his entitlement to notice of any meeting and such waiver may be prospective or retrospective

33 2 A director absent or intending to be absent from the United Kingdom shall be entitled to request that notices of meeting of the directors (or any committee of the board) be sent to him at an address or to a fax number given by him to the Company for this purpose, but if no such request is made to the Directors, it shall not be necessary to give notice of a meeting to a director who is for the time being absent from the United Kingdom

34 Quorum

The quorum necessary for the transaction of the business of the directors shall be two and must include an A Director (unless no A Director is, at the relevant time, appointed) PROVIDED THAT in circumstances where there is one director only, the quorum for any meeting of directors or committee of directors shall be one and that director or his alternate shall exercise all the powers and discretions expressed to be vested in the directors by the regulations of Table A and by these Articles

35 Voting

Questions arising at a meeting shall be decided by a majority of votes, each A Director having 4 votes and each other director having one vote on all matters put before the directors or any committee of the directors, and at least one A director votes in favour of such resolution The chairman shall not have a second or casting vote at meetings of the board Regulation 89 of Table A shall be modified accordingly

36 Provisions where the sole member is also a director

Where the Company, having only one member, enters into a contract (other than a contract entered into in the ordinary course of the Company's business) with the sole member of the Company and such sole member is also a director of the Company the terms of such contract shall, unless the contract is in writing, be set

out in a written memorandum or be recorded in the minutes of the first meeting of directors following the making of the contract

37 Committees

Any meetings of a committee appointed under Regulation 72 of Table A shall be governed mutatis mutandis by Articles 32 to 36 (inclusive) of these Articles

SECRETARY

- 38** The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them. The directors may from time to time by resolution appoint one or more joint, assistant or deputy secretaries to exercise the function of the secretary. Regulation 99 of Table A shall be modified accordingly

MANAGING OR EXECUTIVE DIRECTORS

39 Appointment

The directors may from time to time appoint one or more of their number to an executive office (including that of managing director, manager or any other salaried office) for such period and upon such terms as they think fit and, subject to the provisions of any agreement entered into in any particular case, may revoke such appointment. A director so appointed to an executive office shall (without being entitled to make any claim for damages for breach of any contract of service or claim for compensation between him and the Company) ipso facto cease to hold that office (unless otherwise agreed between himself and the Company), if he ceases from any cause to be a director

40 Remuneration

The managing director, manager or other executive officer as aforesaid shall receive such remuneration whether by way of salary, commission or participation in profits or otherwise (either in addition to or in lieu of his remuneration as a director) as the directors may from time to time determine

41 Delegation of powers

The directors may entrust to and confer upon a managing director, manager or other executive officer as aforesaid any of the powers exercisable by them upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time withdraw, alter or vary all or any of such powers

ALTERNATE DIRECTORS

42 Appointment, removal and cessation

42 1 Any director (other than an alternate director) may at any time appoint another director or any other person to be his alternate director and may at any time terminate such appointment. Any such appointment or removal shall be by notice from the director to the Company and shall have effect upon and subject to being so approved by the Directors (save for the case of the appointment of an existing Director as alternate).

42 2 Any person appointed as an alternate director shall vacate his office as such alternate director if and when the director by whom he has been appointed vacates his office as director otherwise than by retirement and re-election at the same meeting and upon the happening of any event which, if he were a director would cause him to vacate such office.

43 **Powers and notices**

An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the directors and shall be entitled to attend and vote as a director, and to be counted in a quorum at, any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply *mutatis mutandis* as if he were a director. If an alternate director is himself a director, he shall be entitled in such circumstances as aforesaid to exercise the vote of the director for whom he is an alternate in addition to his own vote. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. The foregoing provisions of this Article 43 shall also apply *mutatis mutandis* to any meeting of any such committee of which his appointor is a member.

44 **Interests**

Any alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements and be repaid expenses and to be indemnified to the same extent *mutatis mutandis* as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company from time to time direct.

PENSIONS AND ALLOWANCES

45 The directors may establish and maintain, or procure the establishment and maintenance of, any pension or superannuation funds (whether contributory or otherwise) for the benefit of, and give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business, or of any company which is a holding company or a subsidiary of the Company or is allied to or associated with the Company or with any such holding company or subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any

time interested, and the wives, widows, families, relations and dependants of any such persons, and establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated to be for the benefit of, or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, subject always, if so required by law, to particulars with respect to the proposed payment being approved by the Company, and a director shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument

DIVIDENDS

- 46 Any dividend or interim dividend may be paid by the Company in whole or in part by the distribution of specific assets provided that the directors shall have directed that such dividend shall be so paid Where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient and in particular may issue fractional certificates (or ignore fractions), may fix the value for distribution of such specific assets or any part of such specific assets, may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees on trust for the persons entitled to the dividend as may seem expedient to the directors Regulation 105 of Table A shall not apply

THE SEAL

47 Sealing

If the Company has a seal it shall only be used with the authority of the directors or of a committee of directors The directors may determine who shall sign any document to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or a second director The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal

48 Dispensation

The Company may dispense with the need for a company seal insofar as permitted by the Act

NOTICE

49 Form of notice

Any notice in writing given under these Articles may

- 49 1 be delivered or sent by first class post (airmail if overseas)

in the case of a member or his legal
personal representative or trustee
in bankruptcy

to such member's address as shown in
the company's register of members or the
address notified to the company for that
purpose,

in the case of a director or
alternate

to his last known address or the address
last notified to the company for that

purpose, and

in the case of the company

to its registered office,

or

49 2 where a fax number or an address for email or other form of electronic communication has been notified to or by the company for that purpose, be sent by the relevant form of electronic communication to that address

50 Service

50 1 Any such notice shall be deemed to have been served and be effective

50 1 1 if delivered, at the time of delivery, and

50 1 2 if posted or sent by fax, email or any other form of electronic communication on receipt or 48 hours after the time it was sent, whichever occurs first and in proving the time of despatch it shall be sufficient to know that the envelope containing such notice was properly addressed, stamped and posted, or the e-mail was sent, or the fax transmission receipt was received

50 2 In the case of joint holders of a share all notices shall be given to the joint holder whose name stands first in the register of members of the Company in respect of the joint holding Notice so given shall constitute notice to all the joint holders

INDEMNITY

51 Indemnity

The Company may indemnify any director, alternate director, secretary or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as an auditor) out of the assets of the Company from and against any loss, liability or expense incurred by him or them in relation to the Company provided that this Article shall have effect, and any indemnity provided by or pursuant to it shall apply, only to the extent permitted by, and subject to the restrictions of, the Act This Article does not allow for or provide (to any extent) an indemnity which is more extensive than as permitted by the Act and any such indemnity is limited accordingly This Article is also without prejudice to any indemnity to which any person may otherwise be entitled Regulation 118 of Table A shall not apply

52 Insurance

The directors shall have power to purchase and maintain for any director, secretary, auditor or other officer of the Company or any other Group Company insurance against any liability referred to in section 310(1) of the Act and any other liabilities permitted by applicable law

THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

DOME HOLDINGS LIMITED

Adopted on 20 March 2007 and amended on 4 October 2007