

Registered Number 6650439

STESSA TRADING LIMITED
(the "Company")

PRIVATE COMPANY LIMITED BY SHARES

SHAREHOLDERS' WRITTEN RESOLUTION
CIRCULATED ON 18 SEPTEMBER 2008
PURSUANT TO CHAPTER 2
OF PART 13 OF THE COMPANIES ACT 2006

Pursuant to Chapter 2 of Part 13 of the Companies Act 2006, the directors of the Company propose that the following resolution be passed as a special resolution

SPECIAL RESOLUTION

THAT

- (a) the 19,978,500 issued and unissued A Ordinary Shares of £0 01 each in the share capital of the Company be subdivided and re-designated into 19,978,500 FM Shares of £0 005 each and 19,978,500 KG-U Shares of £0 005 each, having the rights set out in the new articles of association referred to in paragraph (d) below, in accordance with section 121 of the Companies Act 1985, and
- (b) the 19,978,500 issued and unissued B Ordinary Shares of £0 01 each in the share capital of the Company be subdivided and re-designated into 19,978,500 FM Shares of £0 005 each and 19,978,500 KG-M Shares of £0 005 each, having the rights set out in the new articles of association referred to in paragraph (d) below, in accordance with section 121 of the Companies Act 1985,
- (c) the share capital of the Company be increased from £399,570 to £500,000 by the creation of 10,043,000 Deferred Shares of £0 01 each, having the rights set out in the new articles of association referred to in paragraph (d) below, and
- (d) the regulations contained in the attached document be approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company

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COMPANIES HOUSE

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

We, the undersigned, were at the time the resolutions were circulated entitled to vote on the resolutions and irrevocably agree to the resolutions

Signed  Date 18 SEPTEMBER 2008
for and on behalf of **UBERIOR VENTURES LIMITED**

Signed _____ Date 2008
by **MARC GILBARD**

Signed _____ Date 2008
by **GRAHAM STANLEY**

Signed _____ Date 2008
by **CHRISTINE BROOKER**

Signed _____ Date 2008
by **C. EDWARD CADE**

Signed _____ Date 2008
by **ISIDORE CARIVALIS**

Signed _____ Date 2008
by **SUSAN FINNIE**

Signed _____ Date 2008
by **MARK HOLMES**

Signed _____ Date 2008
by **JEREMY MARCHANT**

Signed _____ Date 2008
by **TIM SANDERSON**

Signed _____ Date 2008
for and on behalf of
HETILROOM EBT LIMITED

Signed _____ Date 2008
for and on behalf of
HETILROOM MECG LIMITED

Signed _____ Date 2008
for and on behalf of
HETILROOM GBS LIMITED

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

We, the undersigned, were at the time the resolutions were circulated entitled to vote on the resolutions and irrevocably agree to the resolutions

Signed _____ Date 2008
for and on behalf of **UBERIOR VENTURES LIMITED**

Signed  Date 18 SEPT 2008
by **MARC GILEARD**

Signed _____ Date 18 SEPT 2008
by **GRAHAM STANLEY**

Signed  Date 18 SEPT 2008
by **CHRISTINE BROOKER**

Signed  Date 18 SEPT 2008
by **C. EDWARD CADE**

Signed  Date 18 SEPT 2008
by **ISIDORE CARIVALIS**

Signed  Date 18 SEPT 2008
by **SUSAN BENNIE**

Signed  Date 18 SEPT 2008
by **MARK HOLMES**

Signed  Date 18 SEPT 2008
by **JEREMY MARCHANT**

Signed _____ Date 18 SEPT 2008
by **TIM SANDERSON**

Signed _____ Date 2008
for and on behalf of
HETILROOM EBT LIMITED

Signed _____ Date 2008
for and on behalf of
HETILROOM MECG LIMITED

Signed _____ Date 2008
for and on behalf of
HETILROOM GBS LIMITED

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

We, the undersigned, were at the time the resolutions were circulated entitled to vote on the resolutions and irrevocably agree to the resolutions

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Signed _____ Date 2008
by **MARC GILBARD**

Signed _____ Date 2008
by **GRAHAM STANLEY**

Signed _____ Date 2008
by **CHRISTINE BROOKER**

Signed _____ Date 2008
by **C. EDWARD CADE**

Signed _____ Date 2008
by **ISIDORE CARIVALIS**

Signed _____ Date 2008
by **SUSAN FINNIE**

Signed _____ Date 2008
by **MARK HOLMES**

Signed _____ Date 2008
by **JEREMY MARCHANT**

Signed _____ Date 2008
by **TIM SANDERSON**

Signed  Date 18 SEPT 2008
for and on behalf of
HETILROOM EBT LIMITED

Signed  Date 18 SEPT 2008
for and on behalf of
HETILROOM MECC LIMITED

Signed  Date 18 SEPT 2008
for and on behalf of
HETILROOM GBS LIMITED

EXPLANATORY NOTES FOR SHAREHOLDERS:

- 1 If you agree to the resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company
- 2 Once you have indicated your agreement to the resolution, you may not revoke your agreement
- 3 Unless, by the date at the end of the 28 period beginning on the circulation date, sufficient agreement has been received for the resolutions to pass, they will lapse If you agree to the resolutions, please ensure that your agreement reaches us before or on this date

Power of Attorney

THIS POWER OF ATTORNEY is granted on 14 July 2008

By CHRISTINE BROOKER of 127 Downs Road, Coulsdon, Surrey CR5 1AD

NOW THIS DEED WITNESSES that:

1. I appoint each of Graham Sidwell, Marc Gilbard and Graham Stanley to be my attorneys (the "Attorneys") for the following purposes.
 - 1.1 to approve, execute and deliver on my behalf all such documents (including deeds) as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to and/or in connection with the following transactions. sale of my shares in Stessa Holdings Limited to Stessa Group Limited in exchange for shares in Stessa Group Limited, section 110 liquidation of Stessa Group Limited, subscription to shares in Stessa Trading Limited and Stessa Investments Limited and subsequent reorganisation of capital of Stessa Trading Limited, including, without limitation, the execution on my behalf of the following documents:
 - (a) a share for share sale agreement with Stessa Group Limited in respect of shares in Stessa Holdings Limited;
 - (b) a termination agreement relating to the existing Investment Agreement in respect of Stessa Holdings Limited;
 - (c) section 110 Agreement relating to liquidation of Stessa Group Limited;
 - (d) an investment and shareholders' agreement relating to investment in Stessa Trading Limited;
 - (e) an investment and shareholders' agreement relating to investment in Stessa Investments Limited, and
 - (f) written resolutions of shareholders in Stessa Group Limited, Stessa Trading Limited and Stessa Investments Limited,
 - 1.2 to do all other acts and things on my behalf as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to the transactions contemplated by this power of attorney, including agreeing the form, content and any amendments to all agreements and documents relating thereto
2. I undertake to ratify whatever my Attorneys (or any of them) do or cause to be done in the proper exercise of the authority of this power of attorney.
3. I irrevocably and unconditionally undertake to hold my Attorneys fully and effectively indemnified against all losses, liabilities, costs, actions, claims or demands which they may incur or which may be made against them as a result of or in connection with anything lawfully done by virtue of this power of attorney except in the case of wilful misconduct
4. This power of attorney shall be irrevocable for a period of three calendar months from and including the date it is signed and shall at all times (both during and after the said period)

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be conclusively binding on me in favour of third parties who have not received notice of revocation but so that the exercise by me in person from time to time of any of the powers hereby conferred shall not of itself be deemed to be a revocation.

5. Nothing in this power of attorney is intended to confer on any person any right to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
6. This power of attorney is governed by, and shall be construed in accordance with, English law.

IN WITNESS WHEREOF this power of attorney has been executed by me as a deed and is hereby delivered on the date first above written.

Executed as a deed by
CHRISTINE BROOKER

In the presence of,

Witness **STEVEN HALL**

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Chrooker.....

Steven Hall.....

Power of Attorney

THIS POWER OF ATTORNEY is granted on 24 July 2008

By CHARLES EDWARD CADE of Hill House, Rotten Row, Lewes, E.Sussex BN7 1TN

NOW THIS DEED WITNESSES that:

1. I appoint each of Graham Sidwell, Marc Gilbard and Graham Stanley to be my attorneys (the "Attorneys") for the following purposes:
 - 1 1 to approve, execute and deliver on my behalf all such documents (including deeds) as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to and/or in connection with the following transactions: sale of my shares in Stessa Holdings Limited to Stessa Group Limited in exchange for shares in Stessa Group Limited, section 110 liquidation of Stessa Group Limited, subscription to shares in Stessa Trading Limited and Stessa Investments Limited and subsequent reorganisation of capital of Stessa Trading Limited, including, without limitation, the execution on my behalf of the following documents:
 - (a) a share for share sale agreement with Stessa Group Limited in respect of shares in Stessa Holdings Limited,
 - (b) a termination agreement relating to the existing Investment Agreement in respect of Stessa Holdings Limited;
 - (c) section 110 Agreement relating to liquidation of Stessa Group Limited,
 - (d) an investment and shareholders' agreement relating to investment in Stessa Trading Limited;
 - (e) an investment and shareholders' agreement relating to investment in Stessa Investments Limited, and
 - (f) written resolutions of shareholders in Stessa Group Limited, Stessa Trading Limited and Stessa Investments Limited,
 - 1 2 to do all other acts and things on my behalf as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to the transactions contemplated by this power of attorney, including agreeing the form, content and any amendments to all agreements and documents relating thereto
- 2 I undertake to ratify whatever my Attorneys (or any of them) do or cause to be done in the proper exercise of the authority of this power of attorney.
- 3 I irrevocably and unconditionally undertake to hold my Attorneys fully and effectively indemnified against all losses, liabilities, costs, actions, claims or demands which they may incur or which may be made against them as a result of or in connection with anything lawfully done by virtue of this power of attorney except in the case of wilful misconduct.
- 4 This power of attorney shall be irrevocable for a period of three calendar months from and including the date it is signed and shall at all times (both during and after the said period)

- 5 Nothing in this power of attorney is intended to confer on any person any right to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
6. This power of attorney is governed by, and shall be construed in accordance with, English law.

Executed as a deed by)
CHARLES EDWARD CADE)
 In the presence of)
 Witness...**SADIE...CHAVE....** ..)
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[Signature]

Power of Attorney

THIS POWER OF ATTORNEY is granted on 28 July 2008

By ISIDORE CARIVALIS of Flat 11, 5-6 Bramham Gardens, London SW5 0JQ

NOW THIS DEED WITNESSES that

1. I appoint each of Graham Sidwell, Marc Gilbard and Graham Stanley to be my attorneys (the "Attorneys") for the following purposes:
 - 1.1 to approve, execute and deliver on my behalf all such documents (including deeds) as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to and/or in connection with the following transactions. sale of my shares in Stessa Holdings Limited to Stessa Group Limited in exchange for shares in Stessa Group Limited, section 110 liquidation of Stessa Group Limited, subscription to shares in Stessa Trading Limited and Stessa Investments Limited and subsequent reorganisation of capital of Stessa Trading Limited, including, without limitation, the execution on my behalf of the following documents:
 - (a) a share for share sale agreement with Stessa Group Limited in respect of shares in Stessa Holdings Limited;
 - (b) a termination agreement relating to the existing Investment Agreement in respect of Stessa Holdings Limited;
 - (c) section 110 Agreement relating to liquidation of Stessa Group Limited,
 - (d) an investment and shareholders' agreement relating to investment in Stessa Trading Limited;
 - (e) an investment and shareholders' agreement relating to investment in Stessa Investments Limited; and
 - (f) written resolutions of shareholders in Stessa Group Limited, Stessa Trading Limited and Stessa Investments Limited,
 - 1.2 to do all other acts and things on my behalf as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to the transactions contemplated by this power of attorney, including agreeing the form, content and any amendments to all agreements and documents relating thereto
2. I undertake to ratify whatever my Attorneys (or any of them) do or cause to be done in the proper exercise of the authority of this power of attorney.
3. I irrevocably and unconditionally undertake to hold my Attorneys fully and effectively indemnified against all losses, liabilities, costs, actions, claims or demands which they may incur or which may be made against them as a result of or in connection with anything lawfully done by virtue of this power of attorney except in the case of wilful misconduct.
4. This power of attorney shall be irrevocable for a period of three calendar months from and including the date it is signed and shall at all times (both during and after the said period)

be conclusively binding on me in favour of third parties who have not received notice of revocation but so that the exercise by me in person from time to time of any of the powers hereby conferred shall not of itself be deemed to be a revocation

- 5 Nothing in this power of attorney is intended to confer on any person any right to enforce any term of it which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 6 This power of attorney is governed by, and shall be construed in accordance with, English law.

IN WITNESS WHEREOF this power of attorney has been executed by me as a deed and is hereby delivered on the date first above written.



Executed as a deed by
ISIDORE CARIVALIS

In the presence of

Witness SADIS CHAVE ...

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)

 ...


Power of Attorney

THIS POWER OF ATTORNEY is granted on 21 July 2008 KT4 8FG
By SUSAN FINNIE of 26 Beaumont Drive, The Hamptons, Worcester Park KT4 8FG

NOW THIS DEED WITNESSES that:

1. I appoint each of Graham Sidwell, Marc Gilbard and Graham Stanley to be my attorneys (the "Attorneys") for the following purposes.
 - 1.1 to approve, execute and deliver on my behalf all such documents (including deeds) as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to and/or in connection with the following transactions: sale of my shares in Stessa Holdings Limited to Stessa Group Limited in exchange for shares in Stessa Group Limited, section 110 liquidation of Stessa Group Limited, subscription to shares in Stessa Trading Limited and Stessa Investments Limited and subsequent reorganisation of capital of Stessa Trading Limited, including, without limitation, the execution on my behalf of the following documents
 - (a) a share for share sale agreement with Stessa Group Limited in respect of shares in Stessa Holdings Limited,
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 - (d) an investment and shareholders' agreement relating to investment in Stessa Trading Limited,
 - (e) an investment and shareholders' agreement relating to investment in Stessa Investments Limited, and
 - (f) written resolutions of shareholders in Stessa Group Limited, Stessa Trading Limited and Stessa Investments Limited,
 - 1.2 to do all other acts and things on my behalf as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to the transactions contemplated by this power of attorney, including agreeing the form, content and any amendments to all agreements and documents relating thereto.
2. I undertake to ratify whatever my Attorneys (or any of them) do or cause to be done in the proper exercise of the authority of this power of attorney.
3. I irrevocably and unconditionally undertake to hold my Attorneys fully and effectively indemnified against all losses, liabilities, costs, actions, claims or demands which they may incur or which may be made against them as a result of or in connection with anything lawfully done by virtue of this power of attorney except in the case of wilful misconduct.
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6. This power of attorney is governed by, and shall be construed in accordance with, English law.



IN WITNESS WHEREOF this power of attorney has been executed by me as a deed and is hereby delivered on the date first above written.

Executed as a deed by)

SUSAN FINNIE)

In the presence of)

Witness C. Brooker)

Power of Attorney

THIS POWER OF ATTORNEY is granted on *14 July* 2008

By MARK HOLMES of 3 Ruskin Avenue, Kew, Richmond, Surrey TW9 4DR

NOW THIS DEED WITNESSES that:

1. I appoint each of Graham Sidwell, Marc Gilbard and Graham Stanley to be my attorneys (the "Attorneys") for the following purposes:
 - 1.1 to approve, execute and deliver on my behalf all such documents (including deeds) as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to and/or in connection with the following transactions: sale of my shares in Stessa Holdings Limited to Stessa Group Limited in exchange for shares in Stessa Group Limited, section 110 liquidation of Stessa Group Limited, subscription to shares in Stessa Trading Limited and Stessa Investments Limited and subsequent reorganisation of capital of Stessa Trading Limited, including, without limitation, the execution on my behalf of the following documents:
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 - (f) written resolutions of shareholders in Stessa Group Limited, Stessa Trading Limited and Stessa Investments Limited,
 - 1.2 to do all other acts and things on my behalf as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to the transactions contemplated by this power of attorney, including agreeing the form, content and any amendments to all agreements and documents relating thereto.
2. I undertake to ratify whatever my Attorneys (or any of them) do or cause to be done in the proper exercise of the authority of this power of attorney.
3. I irrevocably and unconditionally undertake to hold my Attorneys fully and effectively indemnified against all losses, liabilities, costs, actions, claims or demands which they may incur or which may be made against them as a result of or in connection with anything lawfully done by virtue of this power of attorney except in the case of wilful misconduct.
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6. This power of attorney is governed by, and shall be construed in accordance with, English law.

IN WITNESS WHEREOF this power of attorney has been executed by me as a deed and is hereby delivered on the date first above written.

Executed as a deed by

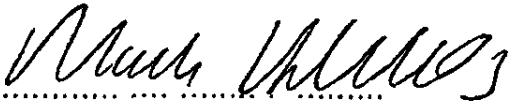

MARK HOLMES

In the presence of:

Witness . . . PAUL . G. MARTIN.

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Power of Attorney

THIS POWER OF ATTORNEY is granted on 14 July 2008

By JEREMY MARCHANT of 10 Walton Road, Caldecotte, , Milton Keynes MK7 8AE

NOW THIS DEED WITNESSES that:

1. I appoint each of Graham Sidwell, Marc Gilbard and Graham Stanley to be my attorneys (the "Attorneys") for the following purposes:
 - 1.1 to approve, execute and deliver on my behalf all such documents (including deeds) as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to and/or in connection with the following transactions. sale of my shares in Stessa Holdings Limited to Stessa Group Limited in exchange for shares in Stessa Group Limited, section 110 liquidation of Stessa Group Limited, subscription to shares in Stessa Trading Limited and Stessa Investments Limited and subsequent reorganisation of capital of Stessa Trading Limited, including, without limitation, the execution on my behalf of the following documents:
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 - 1.2 to do all other acts and things on my behalf as any Attorney shall, in his absolute and unfettered discretion, deem necessary or desirable for the purpose of giving effect to the transactions contemplated by this power of attorney, including agreeing the form, content and any amendments to all agreements and documents relating thereto.
2. I undertake to ratify whatever my Attorneys (or any of them) do or cause to be done in the proper exercise of the authority of this power of attorney.
3. I irrevocably and unconditionally undertake to hold my Attorneys fully and effectively indemnified against all losses, liabilities, costs, actions, claims or demands which they may incur or which may be made against them as a result of or in connection with anything lawfully done by virtue of this power of attorney except in the case of wilful misconduct.
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6. This power of attorney is governed by, and shall be construed in accordance with, English law

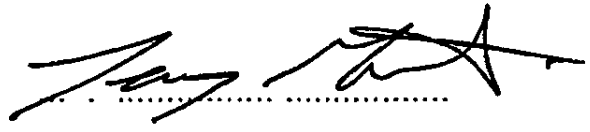

IN WITNESS WHEREOF this power of attorney has been executed by me as a deed and is hereby delivered on the date first above written.

Executed as a deed by
JEREMY MARCHANT

In the presence of:

Witness ..PAUL G. MAKIN..

.....


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THE COMPANIES ACTS
COMPANY LIMITED BY SHARES
NEW
ARTICLES OF ASSOCIATION
of
STESSA TRADING LIMITED

1. Preliminary

1 1 The regulations contained in Table A as prescribed by the regulations made under the Act in force at the date of the adoption of these Articles of Association (hereinafter referred to as "Table A") shall apply to the Company in so far as these Articles do not exclude or modify Table A. A reference herein to any regulation is to that regulation as set out in Table A.

1 2 In these Articles the following words and expressions shall have the meanings set out below

the Act	every statute (including any statutory instrument, order, regulation or subordinate legislation made under it) concerning companies that are incorporated in England and Wales to the extent that it is for the time being in force or (where the context requires) was in force at a particular time, including the Companies Act 1985 and the Companies Act 2006
the Auditors	the auditors for the time being of the Company
Compulsory Sale Notice	a notice served or deemed to be served pursuant to Article 8
Controlled Person	a person to whom a Permitted Transfer is made pursuant to Articles 4.2.6 or 4.2.7 (excluding the Executive Member concerned)
Deferred Shares	deferred shares of 1p each in the capital of the Company
the Directors	the directors for the time being of the Company or a quorum of such directors present at a meeting of the directors,
Employee Benefit Trust	the Moorfield Group PLC Employee Benefit Trust No 2,
Executive Member	a director or employee of, or a consultant to, the Company or any subsidiary of the Company from time to time
Family Trusts	as regards any particular individual shareholder or deceased or former individual shareholder, 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 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 to be exercisable by or as directed by such person pursuant in each case to the terms of the relevant trusts or in consequence of an exercise of a power or discretion conferred thereby on any person or persons
FM Assets	collectively means (a) the assets of the Group attributable to the FM Business (including any proceeds from the issue of additional FM Shares or Deferred Shares), (b) any dividends, distributions or other income from, or proceeds of sale of, those assets, (c) any assets which may from time to time reasonably be regarded as having replaced in whole or in part those assets or any other assets referred to in this definition, and (d) any asset acquired in consequence of owning the other assets referred to in this definition
FM Business	the business and assets of each of the subsidiaries of the Company as at the date of adoption of these Articles (including Stessa Holdings Limited, Stessa Limited, Moorfield Group Limited, Moorfield Investment Management Limited, Moorfield Real Estate Fund GP Limited and Moorfield Real Estate Fund II GP Limited) and any other activities of the Group, but excluding the KG-M Assets, the KG-U Assets and the Residual Assets
FM Liabilities	means all liabilities (including where applicable fees and expenses of a return of capital or liquidation) as are properly attributable to the FM Assets (and including, for this purpose, any liability to the liquidators of Stessa Group Limited under the Deed of Indemnity dated on or about the date of adoption of these Articles)
FM Shares	FM ordinary shares of 0.5p each in the capital of the Company,
FM Surplus	means the FM Assets less the FM Liabilities
Group	the Company and its subsidiaries from time to time
Investment Agreement	the investment agreement (if any) from time to time in force between, inter alia, the Company and certain of the

	members as varied and supplemented from time to time,
Kew Green M Shares	the 59,000 A ordinary shares in Kew Green Hotels Limited (company number 3993178) currently registered in the name of Moorfield Group Limited (Account KG-M),
Kew Green U Shares	the 59,000 A ordinary shares in Kew Green Hotels Limited (company number 3993178) currently registered in the name of Moorfield Group Limited (Account KG-U),
KG-M Assets	means (a) the Kew Green M Shares, (b) any dividends, distributions or other income from, or proceeds of sale of, the Kew Green M Shares (excluding, for the avoidance of doubt, any directors', monitoring or management fee payable by Kew Green Hotels Limited to any member of the Group), (c) any proceeds from the issue of additional KG-M Shares together with any income therefrom, and (d) any assets which may from time to time reasonably be regarded as having replaced in whole or in part the Kew Green M Shares or any other assets referred to in this definition,
KG-M Liabilities	all liabilities (including, but not limited to, where applicable fees and expenses of a return of capital or liquidation) as are properly attributable to the KG-M Assets,
KG-M Shares	KG-M ordinary shares of 0 5p each in the capital of the Company,
KG-M Surplus	the KG-M Assets less the KG-M Liabilities,
KG Shares	KG-U Shares and KG-M Shares,
KG-U Assets	means (a) the Kew Green U Shares, (b) any dividends, distributions or other income from, or proceeds of sale of, the Kew Green U Shares (excluding, for the avoidance of doubt, any directors', monitoring or management fee payable by Kew Green Hotels Limited to any member of the Group), (c) any proceeds from the issue of additional KG-U Shares together with any income therefrom, and (d) any assets which may from time to time reasonably be regarded as having replaced in whole or in part the Kew Green U Shares or any other assets referred to in this definition,
KG-U Liabilities	all liabilities (including, but not limited to, where applicable fees and expenses of a return of capital or liquidation) as are properly attributable to the KG-U Assets,

KG-U Shares	KG-U ordinary shares of 0 5p each in the capital of the Company,
KG-U Surplus	the KG-U Assets less the KG-U Liabilities,
Majority	as regards members of a class or classes of Shares, a simple majority thereof by reference to the number of Shares of such class or classes held and not by reference to the number of members holding Shares of such class or classes
a Member of the same Group	as regards any company, a company which is for the time being a holding company or a subsidiary of that company or of any such holding company (as “holding company” and “subsidiary” are defined in the Act)
Original Shares	in relation to any Executive Member (and his Relevant Members), any Shares which were originally acquired by that Executive Member as B Ordinary Shares prior to their reclassification upon adoption of these Articles
Permitted Transfer	a transfer of Shares permitted by Article 4
Permitted Transferee	a person, firm or unincorporated association to whom or which Shares have been transferred pursuant to a Permitted Transfer
Privileged Relation	in relation to an individual member or deceased or former individual member, the husband or wife or the widower or widow of such member and such member’s dependent children and step-children under the age of eighteen
Relevant Member	a shareholder who is an Executive Member, or a shareholder who shall have acquired Shares directly or indirectly from (or at the direction of) an Executive Member pursuant to one or more Permitted Transfers under Articles 4 2 2, 4 2 3, 4 2 4, 4 2 6, 4 2 7, 4 2 10 or 4 3 (including where such Shares were subscribed by such member and that member would have been entitled to receive a Permitted Transfer from the Executive Member under Articles 4 2 2, 4 2 3, 4 2 4, 4 2 6, 4 2 7 or 4 3)
the Relevant Shares	(so far as the same remain for the time being held by the trustees of any Family Trust or by any Privileged Relation or by any Controlled Person) the Shares originally acquired by such trustees or Privileged Relation or Controlled Person as the case may be and any additional Shares issued to such trustees or Privileged Relation or Controlled Person as the case may be by way of capitalisation or acquired by such trustees or Privileged Relation or Controlled Person in exercise of any right or option granted or arising by virtue of the

	holding of such Shares or any of them or the membership thereby conferred
Remuneration Committee	the remuneration committee of the Board of Directors (or, if there is no such committee, the Board of Directors)
Residual Assets	the cash sum of £1,000 held by the Company at the date of adoption of these Articles together with any income derived from such cash sum
Residual Liabilities	all liabilities (including where applicable fees and expenses of a return of capital or liquidation) other than the FM Liabilities, the KG-M Liabilities and the KG-U Liabilities
Residual Surplus	the Residual Assets less the Residual Liabilities
Sale Notice	as defined in Article 5
Shares	any shares for the time being in the capital of the Company
Shareholder	a holder for the time being of any Shares
Special Majority	as regards members of a class or classes of Shares, 75 per cent thereof by reference to the number of Shares of such class or classes held and not by reference to the number of members holding Shares of such classes or classes
Subscription Price	in relation to any Share held by a Relevant Member, the amount originally paid to acquire such Share by the relevant Executive Member (or, if such Share was originally acquired by one of his Relevant Members, by that Relevant Member), being in the case of a Share acquired by way of subscription the amount paid up or credited as paid up thereon (including the full amount of any premium at which such Share was issued whether or not such premium is applied for any purpose thereafter) PROVIDED ALWAYS THAT in the case of any Original Shares the Subscription Price shall be the par value thereof

1 3 The liability of the members is limited to the amount, if any, unpaid on the shares held by them

2. Share Capital

2 1 The share capital of the Company at the date of adoption of these Articles is £500,000 divided into 39,957,000 FM Shares, 19,978,500 KG-M Shares, 19,978,500 KG-U Shares and 10,043,000 Deferred Shares

2 2 Regulation 2 shall not apply to the Company The rights and restrictions attaching to the different classes of Shares shall be as follows

2.2 1 as regards dividends, any profits which the Company may determine to distribute shall be applied amongst the holders of the FM Shares and KG Shares on the following basis

- (a) to the extent that such profits are paid out of the FM Assets, the amount distributed shall be applied amongst the holders of the FM Shares pro rata according to their holdings of FM Shares,
- (b) to the extent that such profits are paid out of the KG-M Assets, the amount distributed shall be applied amongst the holders of the KG-M Shares pro rata according to their holdings of KG-M Shares,
- (c) to the extent that such profits are paid out of the KG-U Assets, the amount distributed shall be applied amongst the holders of the KG-U Shares pro rata according to their holdings of KG-U Shares, and
- (d) to the extent that such profits are paid out of the Residual Assets, the amount distributed shall be applied amongst the holders of the FM Shares and the KG Shares in proportion to the number of such shares held by them

2 2 2 as regards capital, the capital and assets of the Company shall on a winding-up or on a return of capital be applied as follows

- (a) the FM Surplus shall be divided amongst the holders of the FM Shares pro rata according to their holdings of FM Shares,
- (b) the KG-M Surplus shall be divided amongst the holders of the KG-M Shares pro rata according to their holdings of KG-M Shares,
- (c) the KG-U Surplus shall be divided amongst the holders of the KG-U Shares pro rata according to their holdings of KG-U Shares, and
- (d) the Residual Surplus shall be divided amongst the holders of the FM Shares and the KG Shares in proportion to the number of such shares held by them,

provided that after the holders of the FM Shares have received distributions totalling £10,000 per FM Share, the Deferred Shares shall be entitled to receive an amount of 1p per Deferred Share out of moneys otherwise distributable to the holders of the FM Shares

2 2 3 as regards voting

- (a) at a general meeting of the Company, on a show of hands every holder of FM Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote and on a poll every holder of FM Shares who is present in person or by proxy or (being a corporation) by a representative or by proxy shall have one vote for every FM Share of which he is a holder,
- (b) the KG Shares and the Deferred Shares shall carry no right to receive notice of, attend, or vote at general meetings of the Company, but shall confer on each holder of such shares a right to receive notice of, and attend and vote (on basis of one vote, if present in person or by proxy or (being a

corporation) present by a representative or by proxy, one vote for every such share held by him) at any meeting of the holders of the shares of that class

2 2 4 as regards rights over subsidiaries

For the purposes of giving effect to the rights of the holders of the KG shares under Articles 2 2 1 and 2 2 2 the Company shall, and the holder of the FM Shares shall procure that the Company shall, exercise all powers of control exercisable by the Company to procure that

- (a) each member of the Group shall separately operate and manage, and shall keep separate financial records in respect of the FM Assets, the KG-M Assets, the KG-U Assets and the Residual Assets held by it from time to time, and
- (b) upon notice to the Company from holders of the KG-U Shares representing not less than three-fourths in nominal value of the issued KG-U Shares, each subsidiary shall, to the maximum extent permitted by law, forthwith pay up dividends or other distributions or interest in respect of the designated assets held by that subsidiary company to its immediate holding company, and procure that each such immediate holding company shall, to the maximum extent permitted by law, distribute such dividends to its holding company, and so on mutatis mutandis in order that the amount of the KG-U Assets is paid up to the Company to the fullest extent permissible by law so as to be available for distribution to the holders of the KG-U Shares

2 3 Subject to the Act, and provided it is a private company, the Company shall be authorised to make a payment in respect of the redemption or purchase of any of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares

3. Issue of Shares

3 1 Subject to Articles 3 2 and 3 3 any Shares for the time being unissued and any new shares from time to time created (other than Deferred Shares) shall, before they are issued, be offered to the holders of the existing FM Shares in proportion (as nearly as may be) to the nominal amount of their existing holdings of FM Shares provided that any KG-U Shares shall first be offered to the holders of KG-U Shares and any KG-M Shares shall first be offered to the holders of KG-M Shares, in each case in proportion (as nearly as may be) to the nominal amount of their existing holdings of KG-U Shares or KG-M Shares (as applicable) before being offered to other Shareholders. The offer should be made by notice specifying the number and class of shares offered and the price per share and limiting a time (being not less than 20 days or more than 30 days) within which if the offer is not accepted it will be deemed to be declined

3 2 If all or any of the shares to which Article 3 1 applies are not taken up in accordance with the provisions of Article 3 1 (or if persons holding not less than 75% of the relevant class waive their entitlement under Article 3 1), the Directors may offer such shares to such persons as the Directors may decide and, subject to these Articles and to the provisions of section 80 of the Act, such shares shall be at the disposal of the Directors provided that

3 2.1 no share shall be issued at a discount,

3 2 2 no shares to which Article 3 1 applies shall be issued more than three months after the expiry of the period for acceptance of the last offer of such shares made under Article 3 1 unless the procedure set out in Article 3 1 is repeated in respect of such shares,

3 2 3 no shares shall be issued at a price less than that at which they were offered to the members of the Company in accordance with Article 3 1

3 3 The provisions of sections 89(1) and 90(1) to (6) of the Act shall not apply to the Company

4. Permitted Transfer

4 1 The first sentence of Regulation 24 shall not apply to the Company Without prejudice to the remaining provisions of Regulation 24 the Directors shall not register any transfer of shares in the Company to any person who is a minor or who for any other reason does not have legal capacity to transfer shares, or otherwise except pursuant to a transfer permitted by the following provisions of these Articles

4 2 Subject to the provisions of Article 4 8 any Shares (other than any Shares in respect of which the holder shall have been required by the Directors under these Articles to give a Mandatory Sale Notice (as defined in Article 9 5) or shall have been deemed to have given a Mandatory Sale Notice) may at any time be transferred

4 2 1 to any person with the prior consent in writing of holders of Shares entitled to cast 90% of the votes exercisable on a poll at a general meeting of the Company (which consent may be granted unconditionally or subject to terms or conditions and in the latter case any Share so transferred shall be held subject to such terms and conditions notified in writing to the transferee prior to registration of the transfer), or

4 2 2 by any individual member (not being in relation to the Shares concerned a holder thereof as a trustee of any Family Trusts) to a Privileged Relation of such member, or

4 2 3 by any such individual member to a trustee or trustees to be held upon a Family Trust of such individual member, or

4 2 4 by any person entitled to Shares in consequence of the death of an individual member to any person or trustee to whom such individual member, if not dead, would be permitted hereunder to transfer the same, or

4 2 5 by any member being a company (not being in relation to the Shares concerned a holder thereof as a trustee of any Family Trusts) to a Member of the same Group as the transferor company, or

4 2 6 by any Executive Member to a company or companies or a partnership or partnerships (limited or otherwise) controlled by such Executive Member For this purpose, "control" shall mean in relation to a company as defined by Section 416 Income and Corporation Taxes Act 1988 and in relation to a partnership it shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the partnership, whether through ownership of securities, assets, contract or otherwise, or

4 2 7 by any company or partnership controlled (as the term is defined in Article 4 2 6 above) by an Executive Member to that Executive Member or to another company or partnership controlled by that Executive Member, or

4 2 8 to a Third Party Purchaser (as defined in Article 8 1) in accordance with the provisions of Article 8,

4 2 9 to a purchaser where the transfer is made pursuant to Article 6 1 2,

- 4 2 10 by any member who is the trustee of an employee benefit trust to (a) any person who is, or was at any time within the preceding 30 days, an employee of the Company or any of its subsidiaries or to any person to whom such employee would be entitled to transfer shares under Article 4 2 (but subject, in the case of a former employee acquiring, directly or through a Relevant Member, Shares within such 30 day period, to Article 9), or (b) to any replacement trustee(s) on a change of the trustee(s) of such employee benefit trust or (c) to any company controlled by such employee benefit trust (and any such company shall be permitted to transfer such shares to the same extent as the employee benefit trust or back to such employee benefit trust), or
- 4 2 11 to the Company where the Company is repurchasing and cancelling such shares
- 4 3 Where Shares have been issued to trustees of a Family Trust or transferred under Article 4 2 or under Articles 4 3 1 or 4 3 2 to trustees of a Family Trust, the trustees and their successors in office may (subject to the provisions of Article 4 8) transfer all or any of the Relevant Shares
- 4 3 1 to the trustees for the time being of the Family Trust concerned on any change of trustees,
- 4 3 2 to the trustees for the time being of any other trusts being a Family Trust in relation to the same individual member or deceased or former member pursuant to the terms of such Family Trust or to any discretion vested in the trustees thereof or any other person,
- 4 3 3 to the relevant individual member or former member for such Family Trust or any Privileged Relation of such individual member or deceased or former member who has thereby become entitled to the Shares proposed to be transferred on the total or partial termination of or pursuant to the terms of the Family Trust concerned or in consequence of the exercise of any such power or discretion as aforesaid, or
- 4 3 4 to any company controlled by such Family Trust (and any shares held by any such company may be transferred by such company to the same extent as they may be transferred by the trustees or to those trustees)
- 4 4 If and whenever any of the Relevant Shares come to be held otherwise than upon a Family Trust (or by a company controlled by a Family Trust), except in circumstances where a transfer thereof is authorised pursuant to Article 4 3 to be and is to be made to the person or persons entitled thereto, 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, if and when required in writing by the Directors so to do, to take such steps as are necessary to transfer or procure the transfer of such Shares to the Executive Member from whom the Relevant Shares derived and if such transfer shall not have been effected within 30 days to give a Sale Notice in respect of the Shares concerned
- 4 5 If a person holding Relevant Shares as a consequence of a transfer pursuant to Article 4 2 2 or 4 3 3 shall cease to be a Privileged Relation, such person shall be bound, if and when required in writing by the Directors so to do, to transfer such Relevant Shares to the Executive Member in respect of the Relevant Member (or, failing completion of such transfer(s) within 21 days of the Director's notice) to give a Sale Notice in respect of the Shares concerned
- 4 6 If a transferee company ceases to be a Member of the same Group as the transferor company from which (whether directly or by a series of transfers under Article 4 2 5) the Relevant Shares derived, it shall be the duty of the transferee company to notify the Directors in writing that such event has occurred and (unless the Relevant Shares are transferred to the transferor

company or a Member of the same Group as the transferor company within 21 days after the Directors' notice, any such transfer being deemed to be authorised under the foregoing provisions of this Article) the transferee company shall be bound, if and when required in writing by the Directors so to do, to give a Sale Notice in respect of the Relevant Shares

4 7 In a case where a member has become bound to give a Sale Notice pursuant to Article 4 4, 4 5, 4 6 or 4 9 in respect of any Shares and such Sale Notice is not duly given within a period of 14 days, or such longer period as the Directors may allow for the purpose, such Sale Notice shall (except and to the extent that a Permitted Transfer of any of such Shares shall have been made) be deemed to have been given on such date on or after the expiration of the said period as the Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly

4 8 Any transfer of any Shares in the capital of the Company or any interest therein (the expression "transfer" being deemed to include for the purposes of this Article 4 8 any grant of contractual rights or options over or in respect of such Shares or any interest therein) shall, be subject to the following restrictions (in addition to any other restrictions contained in these Articles)

4 8 1 in the event that the relevant transferee or person receiving the benefit of any transfer is not a party to the Investment Agreement the transferor or grantor in relation to such transfer (as the case may be) shall procure that such transferee or person adheres at the time of the transfer to the terms of the Investment Agreement in accordance with the provisions thereof and the Directors shall not register any transfer (in the case of a transfer of any legal title to any Shares) unless and until this has been done, and

4 8 2 in the event that any individual (together with those persons who are Relevant Members in relation to him) holding more than 20% of the FM Shares serve(s) a written notice objecting upon reasonable grounds to the identity of any proposed transferee, the transfer shall not be made to such proposed transferee, with the exception of a transfer pursuant to clause 4 2 5

4 9 If a company or partnership holding Relevant Shares as a consequence of a transfer pursuant to Article 4 2 6 or 4 2 7 ceases to be controlled by the Executive Member in respect of the Relevant Member, such company or partnership shall be bound, if and when required by the Directors so to do, to transfer such Shares to the Executive Member in respect of the Relevant Member or, failing completion of such transfer(s) within 21 days of the Directors' notice, to give a Sale Notice in respect of the Shares concerned

5. Pre-emption on Transfer

5 1 Except in the case of any Permitted Transfer or a transfer pursuant to Article 6 1 2, Article 8 or Article 9, any holder of FM Shares or KG Shares (the "**Selling Shareholder**") wishing to transfer (as defined in Article 4 6) or otherwise dispose of part or all of the Shares of that class held by him shall first give a notice in writing (a "**Sale Notice**") to the Company specifying the number of the Shares of that class which such shareholder wishes to sell (the "**Offered Shares**") and (other than in circumstances where the Selling Shareholder is required to give a Sale Notice) the price (the "**Sale Price**") at which he is prepared to sell such Shares and such notice shall constitute the Company the agent of the Selling Shareholder for the sale of the Offered Shares (together with all rights then attached thereto) at the Sale Price A Sale Notice once given may not be withdrawn A Sale Notice may (other than in circumstances where the Selling Shareholder is required to give a Sale Notice) include a condition (a "**Total Transfer Condition**") that if all the Offered Shares are not sold to the persons as are referred to in Article 5 5, then none shall be so sold If a Total Transfer Condition is included then any offer of Offered Shares shall be made subject to Article 5 7 For the avoidance of doubt, a Sale Notice

may only be given in respect of Shares of one class, but where a person holds more than one class of Shares, he may give separate Sale Notices in respect of his holdings of each such class

- 5 2 In circumstances where the Selling Shareholder is required by any provision of Articles 4 4, 4 5, 4 6, 4 9, 7 1, 7 2 and 7 3 to give a Sale Notice, the “Sale Price” means, for the purpose of this Article 5, in relation to the Offered Shares, a price to be agreed between the Selling Shareholder and the Directors as representing the fair value thereof, or failing agreement within 28 days of service of the Sale Notice by the Selling Shareholder, to be established by the Auditors (acting as expert and not as arbitrator) as the fair value of the Offered Shares making no adjustment to reflect any premium or discount arising in relation to the size of the holding the subject of the Sale Notice In establishing the fair value of the Offered Shares the Auditors shall take proper account of all matters which they consider appropriate, including, to the extent that they consider the same to be appropriate, the price at which any Offered Shares of that class in the capital of the Company have been issued or transferred, but the Offered Shares shall be valued by looking at the fair value of the issued Shares of that class taken as a whole and dividing this by the number of Shares in issue
- 5 3 Any fees and expenses of the Auditors for the purposes of Article 5 2 shall be borne by the Company and their determination shall be final and binding on all persons concerned 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
- 5 4 The Company shall forthwith give to the persons (other than the Selling Shareholder) entitled to receive the same under the provisions hereinafter contained notice in writing stating the number and Sale Price of the Offered Shares and inviting each of them to give in writing within 14 days from the date of the notice a non-binding indication of whether he is interested in purchasing and if so what maximum number of the Offered Shares In circumstances where the Selling Shareholder is required to give a Sale Notice the Company shall issue the notice to the Shareholders immediately following the Sale Price being agreed or determined in accordance with Article 5 2
- 5 5 The Offered Shares shall be offered at the Sale Price
- 5 5 1 firstly, to all the holders of the same class of Shares as the Offered Shares (other than the Selling Shareholder) The holders of such Shares may accept all or any of the Offered Shares but in the event that such Shareholders wish to acquire a greater number of Shares than are comprised in the Offered Shares, the Offered Shares shall be allocated to the Shareholders wishing to acquire any of the Offered Shares pro rata in proportion as nearly as may be to their holdings of Shares of the same class as the Offered Shares immediately prior to the receipt of the Sale Notice (pursuant to Article 5 1) by the Directors (provided that no person may be required to take more Offered Shares than he has applied for and once a person has achieved this he shall not participate further in the allocation as between other applicants) Such offer shall remain open for acceptance for a period of 30 days (such period to include the 14 day period referred to in Article 5 4) and if and to the extent not accepted shall be deemed declined after that time,
- 5 5 2 secondly, where the Offered Shares are not FM Shares and to the extent the offer in Article 5 5 1 has not been accepted by the end of the 30-day period referred to in Article 5 5 1, to all the holders of the FM Shares (other than the Selling Shareholder) The holders of such FM Shares may accept all or any of the Offered Shares but in the event that such Shareholders wish to acquire a greater number of Shares than are comprised in the Offered Shares, the Offered Shares shall be allocated to the

Shareholders wishing to acquire any of the Offered Shares pro rata in proportion as nearly as may be to their holdings of FM Shares immediately prior to the receipt of the Sale Notice (pursuant to Article 5 1) by the Directors (provided that no person may be required to take more Offered Shares than he has applied for and once a person has achieved this he shall not participate further in the allocation as between other applicants) Such offer shall remain open for acceptance for a period of 15 days from the end of the 30 day period referred to in Article 5 5 1 and if and to the extent not accepted shall be deemed declined after that time, and

5 5 3 thirdly, to the extent the offer has not been accepted by the end of the 15 day period referred to in Article 5 5 2 (or when Article 5 5 2 is not applicable, by the end of the 30 day period referred to in Article 5 5 1), to such other persons as may be selected by the Directors (in such proportions as the Directors in their absolute discretion may determine), which Offer shall remain open for acceptance for a period of 15 days from the expiry of the period of 15 days referred to in Article 5 5 2 (or where applicable the period of 30 days referred to in Article 5 5 1) and if and to the extent not accepted shall be deemed declined after that time

5 6 The Company shall not be required to, and shall not, offer any Offered Shares to any person who remains a Shareholder but who has given or become required to give a Mandatory Sale Notice (as defined in Article 9 5) or a Sale Notice under Article 4 4, 4 5, 4 6, 4 9, 7 1, 7 2 or 7 3

5 7 Within 7 days of the expiration of the last of the periods referred to in Article 5 5, the Directors shall allocate the Offered Shares to the members or third parties who shall have expressed his or their willingness to purchase as aforesaid If a Sale Notice (pursuant to Article 5 1) shall validly contain a Total Transfer Condition then any such offer as aforesaid shall be conditional upon such condition being satisfied and no acceptance of an offer of Offered Shares will become effective and no allocation of Offered Shares shall be made unless such condition is satisfied

5 8 Upon such allocation being made the Selling Shareholder shall (subject as aforesaid) be bound upon payment of the Sale Price to

5 8 1 transfer the Offered Shares so sold to the purchaser or purchasers, and

5 8 2 warrant that such Shares are being sold with full title guarantee and free from all charges and encumbrances and from all other rights exercisable by or claims by third parties,

and the purchase shall be completed at a place and time to be appointed by the Directors not being less than 3 days nor more than 10 days after the date of the Directors notifying the members of the allocation of the Offered Shares

5 9 In the event of the Selling Shareholder failing to carry out the sale of any of the Offered Shares after the expiry of the time limit for completion set by the Directors pursuant to Article 5 8, the Directors may authorise a person of their choice to execute a transfer of the Offered Shares to the purchaser(s) and the Company may give a good receipt for the Sale Price of such Offered Shares and may register the purchaser as holder thereof and issue to the purchaser certificates for the same whereupon the purchaser shall become indefeasibly entitled thereto The Selling Shareholder shall in such case be bound to deliver up his certificate for the Offered Shares or a suitable indemnity and the confirmation described in Article 5 8 2 above to the Company, whereupon the Selling Shareholder shall be entitled to receive the Sale Price which shall in the meantime be held by the Company on trust for the Selling Shareholder but without interest If such certificate shall comprise any Shares which the Selling Shareholder has not become bound

to transfer as aforesaid the Company shall issue to the Selling Shareholder a balancing certificate for such Shares

5 10 If the Directors do not dispose of some or (if a Total Transfer Condition shall apply) all of the Offered Shares comprised in the Sale Notice served pursuant to Article 5 1 within the periods set out in Articles 5 4, 5 5, 5 6 and 5 7, they shall so notify the Selling Shareholder forthwith and during the period of 30 days next following the receipt of such notice the Selling Shareholder may, subject to Articles 4 8 and 6 if applicable, sell all or part of the Offered Shares comprised in the Sale Notice to any persons by way of a bona fide sale at the Sale Price or any higher price PROVIDED THAT

5 10 1 if the Sale Notice contained a Total Transfer Condition he shall only be entitled to transfer all of the Offered Shares under this Article,

5 10 2 the Directors may require such evidence as is reasonably required to satisfy them that the Offered Shares are being transferred under this Article pursuant to a bona fide sale for no less than the consideration stated in such Sale Notice without any deduction, rebate or allowance or indulgence of time whatsoever to the purchaser and if not so satisfied may refuse to register the instrument of transfer of such Offered Shares

6. Tag Along Rights

6 1 Notwithstanding any other provisions of these Articles to the contrary, in the case of any transfer of Offered Shares by any member (the "**Selling Shareholder**") which would result in the buyer (the "**Third Party Purchaser**") together with any person acting in concert with it (other than any person who is a Shareholder as at the date of adoption of these Articles or any future Shareholders who are also Executive Members, or any of their Relevant Members, unless the transfer will result in such person holding a Special Majority of FM Shares) acquiring a Majority or more of FM Shares, the Selling Shareholder will not sell any such Offered Shares under this Article unless the Third Party Purchaser(s) of such Shares in relation to each other holder of the Shares:

6 1 1 shall have offered to purchase from each such other Shareholder (at the Sale Price) all of the FM Shares and KG Shares held by each such other holder, and

6 1 2 shall, in respect of any holder of Shares which wishes to take up the offer described in this Article 6 1, acquire from such shareholder the Shares in question at the applicable Sale Price simultaneously with the acquisition from the Selling Shareholder of the Offered Shares to be sold

6 2 The Sale Price for the purpose of this Article 6 2 shall be

(a) in the case of FM Shares, the highest price paid or agreed to be paid by the Third Party Purchaser (or any persons acting in concert with it), and in the same form of consideration, for FM Shares during the period that the offer of the Offered Shares remains open for acceptance or within 12 months prior to the commencement of any such period,

(b) in the case of KG-M Shares and KG-U Shares, the price agreed between the Third Party Purchaser and the holders of a majority of the shares of the relevant class by no later than 14 days after the offer is made under Article 6 1 1 If agreement is not reached within such 14 day period, the Directors shall (at the request of the Third Party Purchaser or the holders of a majority of Shares of the relevant class) refer the matter to the Auditors, who shall determine and certify the Sale Price considered in

their opinion to be the fair value thereof The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned 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.

7. Compulsory Transfers - General

- 7 1 For the avoidance of doubt and without limitation, no Share (other than any Share so held on the date of adoption of these Articles) shall be held by any member as a bare nominee for, and no interest in any Share shall be sold to, any person unless a transfer of such Share to such person would rank as a Permitted Transfer If the foregoing provision shall be infringed the holder of such Share shall be bound to give a Sale Notice in respect thereof if and when required in writing by the Directors to do so
- 7 2 A person entitled to a Share in consequence of the bankruptcy of a member shall be bound at any time, if and when required in writing by the Directors so to do, to give a Sale Notice in respect of such Share, except where the bankrupt member is an Executive Member and his bankruptcy would constitute grounds justifying summary dismissal under his contract of employment or grounds for immediate termination of his contract for services or consultancy agreement, as the case may be, when the provisions of Article 9 shall apply
- 7 3 If a Share remains registered in the name of a deceased member for longer than one year after the date of his death the Directors may require the legal personal representatives of such deceased member either to effect a transfer of such Shares (including for such purpose an election to be registered in respect thereof) being a Permitted Transfer or to show to the satisfaction of the Directors that a Permitted Transfer will be effected prior to or promptly upon the completion of the administration of the estate of the deceased member or (failing compliance with either of the foregoing within one month or such longer period as the Directors may allow for the purpose) to give a Sale Notice in respect of such Share
- 7 4 If a person infringing the provisions of Article 7 1 or a person entitled to a Share in consequence of the bankruptcy of a member as described in Article 7 2 or the legal personal representatives of a deceased member as described in Article 7 3 shall fail or refuse to give a Sale Notice within 14 days of the written request of the Directors in accordance with this Article 7 to give such a Sale Notice, then the Directors may authorise some person to execute and deliver on his/their behalf the necessary Sale Notice

8. Compulsory Sale

- 8 1 If one or more holders of FM Shares (the “**Selling Shareholders**”) propose to transfer FM Shares to a purchaser and such purchaser together with any person acting in concert with it would acquire a Special Majority of the FM Shares, then the Selling Shareholders and the person or persons to whom they propose to sell their Shares (the “**Third Party Purchaser**”) may give notice (“**Compulsory Sale Notice**”) to all the other FM Shareholders and/or to the holders of any other class or classes of Shares informing them that the Third Party Purchaser wishes to acquire all (but not part only) of their Shares
- 8 2 The Compulsory Sale Notice must state the price offered for the Shares of the Shareholders (other than the Selling Shareholders) in accordance with Article 8 3 The Compulsory Sale Notice must also specify the date for completion of the sale and purchase of the Shares of the other Shareholders, such date (the “**Completion Date**”) being simultaneous with the completion of the acquisition of the Shares of the Selling Shareholders The Compulsory Sale

Notice will contain a condition that the Shareholder in receipt of such notice must warrant that the Shares sold pursuant to the Compulsory Sale Notice are being sold with full title guarantee and free from all charges and encumbrances and from all other rights exercisable by or claims by third parties.

- 8 3 The Sale Price for the FM Shares shall not be less than the highest price per FM Share being paid to the Selling Shareholders or previously paid by the Third Party Purchaser (or any person acting in concert with it) in the 12 months prior to the date of the Compulsory Sale Notice. The Sale Price for the KG-M Shares, the KG-U Shares and the Deferred Shares (if any) shall be as agreed between the Third Party Purchaser and the holders of a majority of the Shares of the relevant class within 14 days after an initial proposal from the Third Party Purchaser. If agreement is not reached within such 14 day period, the Directors shall (at the request of the Third Party Purchaser or the holders of a majority of Shares of the relevant class) refer the matter to the Auditors, who shall determine and certify the Sale Price considered in their opinion to be the fair value thereof. The Auditors shall act hereunder, at the cost and expense of the Company, as experts and not as arbitrators and their determination shall be final and binding on all persons concerned 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.
- 8 4 The Compulsory Sale Notice must indicate whether there is a choice of consideration being offered to any class or classes of the Shareholders and provide for them to have at least three days from the date of the notice to indicate their choice by a written communication sent to the Third Party Purchaser at an address specified in the Compulsory Sale Notice and which consideration specified is to be taken as applying in default of indicating a choice within the given time period.
- 8 5 Each member who is given a valid Compulsory Sale Notice shall sell all of his Shares referred to in the Compulsory Sale Notice at the price and on the date set out therein.
- 8 6 If any of the member(s) (the “**Defaulting Member(s)**”) fails to comply with the terms of a Compulsory Sale Notice given to him, the Company shall be constituted the agent of each Defaulting Member for the sale of his Shares in accordance with the Compulsory Sale Notice (together with all rights then attached thereto) and the Directors may authorise some person to execute and deliver on behalf of each Defaulting Member the necessary transfer(s) and the Company may receive the purchase money in trust for each of the Defaulting Members and cause the Third Party Purchaser to be registered as the holder of such Shares. The receipt of the Company for the purchase money, pursuant to such transfers, shall constitute a good and valid discharge to the Third Party Purchaser (who shall not be bound to see to the application thereof) and after the Third Party Purchaser has been registered as the holder of the relevant shares the Third Party Purchaser shall become indefeasibly entitled thereto. The Company shall not pay the purchase money due to the Defaulting Member(s) until he shall, in respect of the Shares being the subject of the Compulsory Sale Notice, have delivered his share certificates or a suitable indemnity and the necessary transfers and confirmations in respect of his Shares to the Company.
- 9. Pre-emption on Mandatory Transfer: Compulsory Transfers for Management Shareholders**
- 9 1 In the case of a person who is an Executive Member ceasing to be an Executive Member at any time then, at any time within 6 months after such cessation, the Directors may serve notice on any person who is a Relevant Member in relation to such Executive Member (including, for the avoidance of doubt, such Executive Member) requiring such Relevant Member to give a Mandatory Sale Notice (as defined in this Article) in respect of all or part of the Shares held by

such Relevant Member, including any such Shares allocated to him pursuant to Article 4 2 10 within 30 days after such cessation (the “Sale Shares”) for a price per Share (the “Prescribed Price”) calculated in the manner set out below

9 2 If the relevant Executive Member is not a Good Leaver, then the Prescribed Price shall be the lower of the Subscription Price and fair value (as determined in accordance with this Article 9)

9 3 If the relevant Executive Member is a Good Leaver then the Prescribed Price in respect of the Sale Shares the subject of the Mandatory Sale Notice shall be fair value determined in accordance with this Article 9

9 4 For the purposes of this Article 9, a Good Leaver shall be a person ceasing to be an Executive Member by means of

9 4 1 death,

9 4 2 mental or physical ill health, where he has been determined by at least two medical reports from independent medical specialists to be unable to perform all or substantially all of his duties as an employee of Company or any subsidiary thereof for a period of at least 12 months prior to such cessation,

9 4 3 voluntary retirement in accordance with the Company’s normal retirement policy,

9 4 4 his ceasing to be an Executive Member in circumstances which the Remuneration Committee agrees shall be treated as a Good Leaver for the purposes of these Articles, or

9 4 5 wrongful dismissal or, in circumstances where the relevant Executive Member is Marc Gilbard or Graham Stanley, upon termination of his employment or his consultancy agreement, as the case may be, by the Company or any subsidiary or holding company thereof upon proper notice being given to him or any other termination of employment other than when the Company is entitled to summarily dismiss him or terminate the consultancy agreement without the giving of a period of notice

9 5 Where any Executive Member or Relevant Member is required to serve a Mandatory Sale Notice or a series of Mandatory Sale Notices under these Articles, that person (the “Transferor”) shall, in relation to each class of Shares held by him, serve a notice (the “Mandatory Sale Notice”) on the Company which shall

9 5 1 state the number of Shares held by the Transferor and the number of Sale Shares required by the Directors pursuant to Article 9 1 to be offered for sale, and

9 5 2 constitute the Company the Transferor’s agent for sale of the Sale Shares (and all rights attached thereto) at a price per Share equal to the appropriate Prescribed Price (determined in accordance with the provisions of this Article 9) for the Offering Period as defined in Article 9 7, to such persons selected in accordance with Articles 9 9 and 9 10

9 6 If a Transferor shall fail or refuse to serve a Mandatory Sale Notice on the Company the Directors may authorise any officer of the Company to execute and deliver on his behalf a Mandatory Sale Notice A Mandatory Sale Notice shall not be revocable without the written consent of the Remuneration Committee

- 9 7 If fair value is agreed as provided in Article 9 8 1, the Offering Period shall commence on the date on which each Mandatory Sale Notice was given (the “**Notice Date**”) and expire three months thereafter. If fair value is to be determined in accordance with Article 9 8 2 the Offering Period shall commence on the Notice Date and shall expire two months after the date on which the Auditors shall have notified the Directors of their determination of fair value. Pending such determination the Directors shall defer the making of the offer mentioned in Article 9 9.
- 9 8 In relation to each class of Shares, fair value shall be whichever is applicable of
- 9 8 1 the price per Sale Share agreed not more than one month before the Notice Date between the Transferor and the Directors as representing the fair value, or
- 9 8 2 if no such agreement has been reached by the Notice Date, the Directors shall refer the matter to the Auditors and the Auditors shall determine and certify the sum per Sale Share considered in their opinion to be the fair value thereof as at the date of the Transferor ceasing to be an Executive Member. The valuation shall be determined by valuing the issued Shares of the relevant class as a whole and dividing this by the number of Shares of that class in issue, such valuation to be made on a willing seller and willing buyer basis, disregarding the fact that such holding of Shares may represent a minority interest but which shall take into account if the Transferor is not a Good Leaver him ceasing to be employed by the Company or any of its subsidiaries. The sum per Share so determined and certified shall be the fair value. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned 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. The Directors may terminate the appointment of the Auditors if at any time the price per Sale Share is agreed between the Transferor and the Directors.
- 9 9 Subject to Article 9 13, all the Sale Shares included in any Mandatory Sale Notice shall not less than six weeks before the expiry of the Offering Period be offered by the Company to all the holders of Shares of the respective class or classes (other than the Relevant Members who have given or become required to give a Mandatory Sale Note, who shall not be entitled to acquire Sale Shares) for purchase at the Prescribed Price on the terms that in case of competition the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any member beyond that applied for by him) to their existing holdings of Shares of the relevant class. Such offer
- (a) shall stipulate a time not exceeding 28 days but not being less than seven days within which it must be accepted or in default will lapse, and
- (b) may stipulate that any holders of Shares who desire to purchase a number of Sale Shares in excess of the proportion to which each is entitled shall in their acceptance state how many excess Sale Shares they wish to purchase and any Sale Shares not accepted by other holders of Shares of that class shall be used for satisfying the requests for excess Sale Shares pro rata to the existing Shares of that class respectively held by such holders of Shares making such requests.
- 9 10 If the Company shall not within the period ending on the date which is the later of 28 days after the Notice Date and 28 days after the date of the offer to members pursuant to Article 9 9 (the “**Relevant Date**”) find a holder or holders of Shares willing to purchase all of the Sale Shares it may offer such unsold Shares to such persons as the Remuneration Committee may think fit for purchase at the Prescribed Price.

9 11 If the Company shall within the Offering Period find members or such other persons as aforesaid (each such person being hereinafter called a “**Purchaser**”) to purchase the Sale Shares or any of them and give notice in writing thereof to the Transferor he shall be bound, upon payment to him of the Prescribed Price, to

9 11 1 transfer such Sale Shares to the respective Purchaser(s), and

9 11 2 warrant that such Sale Shares are being sold with full title guarantee and free from all charges and encumbrances and from all other rights exercisable by or claims by third parties

Every notice given by the Company under this Article 9 11 shall state the name and address of each Purchaser and the number of Sale Shares agreed to be purchased by him and the purchase shall be completed at a place and time to be appointed by the Directors not being less than three days nor more than ten days after the date of the notice

9 12 If a Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Transferor and cause the Purchaser(s) to be registered as the holder of such Sale Shares The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered whereupon the Purchaser(s) shall be indefeasibly entitled thereto The Company shall not pay the purchase money to the Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers and confirmation described in Article 9 11 to the Company

9 13 If a Mandatory Sale Notice is required to be given pursuant to this Article 9, then

9 13 1 the Company shall forthwith give written notice of such occurrence (such notice to include details of all the Shares to which such Mandatory Sale Notice relates) to the Remuneration Committee If within 14 days of the giving of such notice by the Company, the Remuneration Committee requires by written notice to the Company (an “**Employee Priority Notice**”) that all or any Shares to which such Mandatory Sale Notice relates should be made or kept available either for any individual or individuals who is or are (an) existing director(s) and/or employee(s) of the Company or any subsidiary or a person (whether or not then ascertained) who it is proposed should be appointed as a director and/or employee of the Company or a subsidiary whether or not in place of the individual by whom the relevant Mandatory Sale Notice was given (a “**New Employee**”), then the provisions of Article 9 14 below shall apply in respect of such Shares in priority to the procedure set out in Article 9 9,

9 13 2 whether or not an Employee Priority Notice is given pursuant to Article 9 13 1 the Remuneration Committee may require the provisions of Article 9 14 to be applied in priority to offering them to holders of Shares in accordance with the procedure more particularly defined in the procedure set out in Article 9 9, and

9 13 3 the Company may within two weeks after the agreement or determination of the Prescribed Price, elect that all or any of the FM Shares to which such Mandatory Sale Notice relates shall be acquired by the Company

9 14 If an Employee Priority Notice is given or if the Remuneration Committee so require pursuant to Article 9 13 2, then, in relation to the Shares the subject thereof (the “**Employee Shares**”) the provisions of Article 9 9 shall be modified hereby and the Employee Shares shall either

- 9 14 1 be offered to the individual(s) (and, in the case of more than one, in the proportions) agreed by the Remuneration Committee (conditional, in the case of any prospective director and/or employee upon his taking up his proposed appointment with the Company or a subsidiary (if not then taken up)), or
- 9 14 2 be offered to the Employee Benefit Trust as determined by the Remuneration Committee, or
- 9 14 3 be offered to no less than two persons agreed by the Remuneration Committee upon trust for a New Employee as and when appointed PROVIDED THAT
 - (a) no Trustee shall transfer any Employee Share to any person other than a New Employee, and
 - (b) to the extent that any Trustee holds Employee Shares at any time when a person acquires Control, it shall be made a condition of such acquisition of Control that the Trustee give to the Company a Sale Notice in respect of such Employee Shares stating the Prescribed Price at which such Employee Shares were originally transferred to the Trustee pursuant to this Article. Such notice shall constitute the Company the agent of the Trustee for the sale of such Employee Shares, which shall as soon as possible thereafter and against payment to the Trustees of the Prescribed Price be transferred to each of the other holders of the Shares of the relevant class at such time in proportion to their holdings of the Shares of such class

9 15 If the Company elects to acquire any FM Shares pursuant to Article 9 13 3 (the “**Buyback Shares**”), then in relation to the Buyback Shares the provisions of Article 9 9 shall be modified hereby and the Buyback Shares shall be repurchased and cancelled by the Company. In such circumstances the relevant Transferor shall on request enter into a repurchase agreement in a form reasonably required by the Company in addition to a transfer and, if the Transferor shall fail to do so, the Company may authorise same person to execute and deliver such document on his behalf, and the Company may hold the purchase money in trust for the Transferor and cause the relevant shares to be cancelled.

10. Information concerning shareholdings and transfers

- 10 1 For the purpose of ensuring that a transfer of Shares is a Permitted Transfer or that no circumstances have arisen whereby a Sale Notice is or may be required to be given hereunder or to be satisfied that any proposed sale is bona fide and on the terms stated in the Sale Notice with no rebate or allowance, the Directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the Directors reasonably require regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the Directors within a reasonable time after such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Sale Notice be given in accordance with Article 5 in respect of the Shares concerned.
- 10 2 In a case where the Directors have required a Sale Notice to be given in accordance with Article 10 1 in respect of any Shares and such Sale Notice is not duly given within a period of one month, or such longer period as the Directors may allow for the purpose, such Sale Notice shall (except and to the extent that a Permitted Transfer of any of such Shares shall have been made) be deemed to have been given on such date after the expiration of the said period as the

Directors may by resolution determine and the foregoing provisions of these Articles shall take effect accordingly

10 3 From (and including) the date on which the Directors have duly required a Sale Notice(s) in accordance with Article 10 1, all holders of Shares the subject of such Sale Notice(s) shall not transfer or encumber any of their Shares or any interest in their Shares (other than pursuant to such Sale Notice(s)) until all proceedings pursuant to such Sale Notice(s) have been finalised in accordance with these Articles

10 4 In any case where a member (or his personal representative) has or have been required to give or has or have been deemed to have given a Sale Notice pursuant to the provisions of these Articles and subsequently become(s) the holder of further shares in the Company by virtue of the holding of any shares comprised in such Sale Notice (whether by way of rights or bonus issue, conversion, transfer or otherwise howsoever) a majority of the Directors may at any time determine in their absolute discretion that the member (or his personal representative) shall be deemed to have served a Sale Notice pursuant to this Article 10 in respect of such further shares

11. Proceedings at General Meetings

11 1 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 Regulation 46 shall be modified accordingly

12. Alternate Directors

12 1 Any Director (other than an alternate Director) may at any time by writing under his hand and served on the Company at its registered office, or delivered at a meeting of the Directors, appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him The same person may be appointed as the alternate Director of more than one Director

12 2 An alternate Director shall be entitled

(a) to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, save that it shall not be necessary to give notice of such meeting to an alternate Director who is absent from the United Kingdom,

(b) to attend, be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present, and

(c) generally at such meeting to perform all the functions of his appointor as a Director in his absence

If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director, then his voting rights shall be cumulative

12 3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director, but, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment

- 12 4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors
- 12 5 An alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him, except in relation to matters in which he acted (or failed to act) on the direction or at the request of his appointor
- 12 6 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such an alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director
- 12 7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to 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 in writing to the Company from time to time direct
- 12 8 Regulations 65 to 69 shall not apply
- 13. Directors**
- 13 1 Unless otherwise determined by Special Resolution, the number of directors (other than alternate directors) shall not be greater than four or less than two
- 13 2 Without prejudice to the first sentence of Regulation 89, a meeting of the Directors or of a committee of the Directors may consist of a conference between directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously, and the word "meeting" in these Articles shall be construed accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting is
- 13 3 A resolution in writing signed or approved by facsimile, telegram or e-mail by all the directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors, but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 shall not apply
- 13 4 A Director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company. Regulation 94 shall be modified accordingly, provided that he has disclosed to the Directors the nature and extent of any material interest or duty
- 13 5 In the case of an equality of votes at a meeting of the Directors, the chairman of the Company shall not have a second or casting vote. Regulation 88 shall be modified accordingly

14. Share Certificates

Share Certificates may be sealed or otherwise executed by the Company in accordance with the provisions of section 36A of the Act. The second sentence Regulation 6 shall be modified accordingly.

15. Notices

Notices shall be given to a member whose registered address is outside the United Kingdom. Regulation 112 shall be modified accordingly.

16. Indemnity, Provision of Funds and Insurance

16.1 Subject to, and to the extent not avoided by, the Act but without prejudice to any indemnity to which he may otherwise be entitled

16.1.1 any person who is or was at any time a Director, secretary or other officer (unless the office is or was as Auditor) of the Company or of any of its group undertakings (as defined in the Act) may be indemnified out of the assets of the Company to whatever extent the Directors may determine against any costs, charges, expenses, losses and liabilities sustained or incurred by him in the actual or purported execution of his duties or in the exercise or purported exercise of his powers or otherwise in connection with his office, and whether or not sustained or incurred in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant group undertaking,

16.1.2 the Directors shall have power to provide funds to meet any expenditure incurred or to be incurred by any person who is or was at any time a Director, secretary or other officer of the Company or its holding company (as defined in the Act) other than an Auditor in defending any criminal or civil proceeding in connection with any negligence, default, breach of duty or breach of trust by him in relation to the Company or any of its group undertakings, any investigation, or action proposed to be taken, by a regulatory authority in that connection, any application under the Act, or in order to enable him to avoid incurring any such expenditure, and

16.1.3 every Auditor of the Company may be indemnified out of the assets of the Company to whatever extent the Directors may determine against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the Company

16.2 The Directors may purchase and maintain insurance at the expense of the Company for the benefit of any person who is or was at any time a Director or other officer (unless the office is or was as Auditor) or employee of the Company or of any subsidiary undertaking of the Company or of any body corporate in which the Company has an interest (whether direct or indirect) or who is or was at any time a trustee of any pension fund or employee benefits trust in which any employee of the Company or of any such subsidiary undertaking or body corporate is or has been interested, indemnifying such person against any liability which may attach to him, and any loss or expenditure which he may incur, in relation to anything actually or allegedly done or omitted to be done by him as a Director, officer, employee or trustee, whether or not it involves any negligence, default, breach of duty or breach of trust by him in relation to the Company or the relevant undertaking, body corporate, fund or trust

**THE COMPANIES ACTS
COMPANY LIMITED BY SHARES**

**NEW
ARTICLES OF ASSOCIATION**

of

**STESSA TRADING LIMITED
(Company No 6650439)**

(as adopted by Special Resolution passed on [])

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1. INTRODUCTION

- 1 1 The purpose of this memorandum is to outline some of the principal obligations and responsibilities relevant to the directors of [Tiger] and [Tottenham] (together the “**Consortium**”) and the directors of any acquisition vehicle set up by the Consortium (“**Bidco**”) arising in the context of the potential offer (the “**Offer**”) to be made by or on behalf of Bidco for the issued share capital of Lazarus plc (the “**Target**”)
- 1 2 The Offer will be governed by the Code, and the directors of each member of the Consortium (together the “**Consortium Directors**”) and the directors of Bidco will be obliged to comply with the Code. Other obligations are imposed principally by the CJA 1993 and FSMA 2000
- 1 3 Although the Consortium is not the bidder for the purposes of the transaction, until Bidco is formed it is appropriate to treat each member of the Consortium as if it is a bidder and once Bidco is formed, as the owners of Bidco, each member of the Consortium will be a “concert party” of Bidco and, unless expressly stated otherwise, the rules applying to a bidder and its directors detailed in this memo should be taken to apply to each member of the Consortium as they apply to Bidco
- 1 4 This memorandum contains an Executive Summary (section 2) of the principal obligations and responsibilities of Bidco, each member of the Consortium and their respective directors. These are then explained in more detail in the sections 3 to 10. Where appropriate, these sections contain a summary of the key actions required by the Consortium Directors and the directors of Bidco to comply with their obligations and responsibilities
- 1 5 **The Appendix contains a glossary of terms used in this memorandum.** In the Code, a bidder is called an “offeror”. However, in this memorandum the more common term “bidder” is used
- 1 6 This memorandum provides a summary of certain issues and provisions and should not be regarded or relied upon as being exhaustive. Reference should always be made to the full text of the Code and relevant legislation. In all cases, specific advice should be sought from the Consortium/Bidco’s financial and other advisers and, if necessary, the Panel before taking any action in relation to a particular situation

Changes to the UK takeovers regime on 6 April 2007

- 1 7 On 6 April 2007 Part 28 of the Companies Act 2006 came into force, putting the Panel and the Code onto a statutory footing for the first time in relation to all bids within the Panel’s jurisdiction, and making various technical changes to the statutory procedure for a bidder to acquire compulsorily (“squeeze out”) the shares held by any remaining minority who have not accepted its offer. The new Act also gave the Panel certain additional powers to require parties involved in a bid to provide it with information