

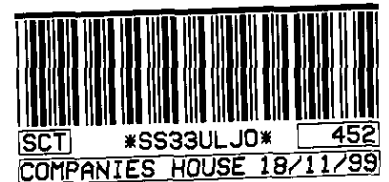
THE COMPANIES ACT 1985
COMPANY LIMITED BY SHARES
ARTICLES OF ASSOCIATION
of
R FRAZIER GROUP LIMITED

Company number: 168952

Adopted by written resolution on:

CONTENTS

<u>Article</u>	<u>Subject</u>
	Preliminary
1.	Definitions
2.	Application of Table A
3.	Share capital
	Share Rights
4.	Dividends
5.	Return of capital
6.	Conversion of 'A' ordinary shares
7.	Redemption of preference shares
8.	Voting
9.	Class rights
	Transfers
10.	Transfer of shares
11.	Permitted and mandatory transfers
12.	Pre-emption rights
13.	Transfer of control
	Directors
14.	Appointment of directors
15.	3i appointee
16.	Meetings of directors
17.	Directors' conflicts of interest
	Miscellaneous
18.	Lien
19.	Calls
20.	Seal
21.	Indemnity



Re Miller
3/8/99.

Definitions

1. In these articles the following words and phrases have the meanings set out opposite them below:

'3i'	3i Group plc (and 'a member of the 3i Group' shall mean 3i, any subsidiary of 3i and any company of which 3i is a subsidiary).
'3i Subscription Option'	the option agreement dated 1999 between the Company, 3I and others in terms of which 3i Group plc is entitled to subscribe for A Ordinary Shares.
'the Act'	the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force.
'A' Ordinary Shares'	means the 'A' ordinary shares of £0.01 each and the 'A' ordinary shares of £0.0005 each.
'Benefits'	all salary and all items included as 'emoluments' in paragraph 1(4) of Schedule 6 of the Act.
'Connected Persons'	as defined by section 839 Income and Corporation Taxes Act 1988.
'a Controlling Interest'	an interest in shares (as defined in Schedule 13 Part 1 and section 324 of the Act) in a company conferring in the aggregate 50% or more of the total voting rights conferred by all the issued shares in that company.
'Employee Member'	a person who is or has been or whose father is or has been a director and/or an employee of the Company or any of its subsidiaries.

'Employee Trust'	the R Frazier Group Employee Trust created by declaration of trust dated 3 May and 1 June 1999.
'Excess Benefits'	Benefits in excess the Relevant Sum after deducting tax at the basic rate on such excess sum.
'Good Leaver'	<p>an Employee Member who or whose father ceases to be a director or employee of the Company or any of its subsidiaries and who or whose father does not continue as either a director or employee in relation to any of them where such cessation occurs for one of the following reasons:</p> <ul style="list-style-type: none"> • death; • illness or disablement; • retirement at normal retirement age; or • such other circumstances as the Board of Directors of the Company may with the consent of the holders of 75% in nominal value of the 'A' Ordinary Shares determine.
'Independent Expert'	an umpire (acting as an expert and not as an arbiter) nominated by the parties concerned or in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants of Scotland.
'Index Linked'	adjusted annually each 1 January by an amount equal to the percentage increase (if any) in the retail price index published by the Government for the preceding twelve months. The first increase shall take place on 1 January 1998 and shall be made by reference to the period from 1 January 1997 to the last day of December 1997.

'Privileged Relations'	the spouse or widow or widower of the member and the member's children and grandchildren (including step and adopted children and their issue) and step and adopted children of the member's children.
'Profit After Tax'	the profit on ordinary activities after taxation of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year.
'Relevant Sum'	<p>means the aggregate of:-</p> <p>(a) £250,000 Index Linked; and</p> <p>(b) 4% of the profit on ordinary activities before taxation of the Company and its subsidiaries calculated on the historical cost accounting basis and shown in the audited consolidated Profit and Loss account of the Company and its subsidiaries for the relevant year, provided always that the amount so calculated in accordance with this paragraph (b) shall not exceed 50% of £180,000 Index Linked.</p>
'Relevant Directors'	the directors and former directors of the Company and its subsidiaries (but only if such directors or former directors or their Connected Persons are interested in shares in the Company) and their Connected Persons but excluding any director appointed by 3i.

'Table A'

Table A in the Companies (Tables A - F) Regulations 1985 as amended by the Companies (Tables A - F) (Amendments) Regulations 1985.

'Termination Date'

- where employment ceases by virtue of notice given by the employer to the employee, the date on which such notice expires;
- where a contract of employment is terminated by the employer and a payment is made in lieu of notice, the date on which notice of termination was served;
- where the person concerned is a director but not an employee, the date on which his contract for services with the Company is terminated; and
- in any other case, the date on which the contract of employment is terminated.

Application of Table A

- 2.1 The regulations contained in or incorporated in Table A shall apply to the Company save insofar as they are excluded or varied hereby or are inconsistent herewith and such regulations (save as so excluded varied or inconsistent) and the articles hereinafter contained shall be the regulations of the Company.
- 2.2 Regulations 54, 73-80 (inclusive), 85, 86, 94-98 (inclusive) and 118 of Table A shall not apply to the Company.

Share capital

3. The authorised share capital of the Company is £211,388.03 divided into:
- 3,330,053 preference shares of £0.01 each
 - 1,500,000 'A' ordinary shares of £0.01 each
 - 6,000,000 ordinary shares of £0.01 each
 - 40,425,000 'A' Ordinary Shares of £0.0005 each
 - 16,575,000 Ordinary Shares of £0.005 each.

Dividends

4. The profits of the Company available for distribution shall be used to pay dividends in the following order of priority:-
- 4.1 First, in paying to the holders of the preference shares and the A ordinary shares of £0.01 each all arrears of dividend accrued under the Articles of Association of the Company adopted on 10 January 1997 which, as at the date of adoption of these Articles, amount to £780,000 in aggregate. Such arrears of dividend shall be paid on the earlier of (i) the first of the dates referred to in Articles 7.4.1 and 7.4.2 (ii) the date upon which the Directors resolve to make such payment or (iii) 31 December 2005.

- 4.2 Second, in paying to the holders of the preference shares a dividend ('the Preference Dividend') as follows:

Amount : 8 pence per share per annum

Accrual date : accruing from 31 December 2001

Payment dates : yearly on 30 June each year in respect of the period from the previous 30 June, the first payment to be made on 30 June 2003.

- 4.3 Third, in paying to the holders of the 'A' Ordinary Shares and the ordinary shares a dividend as follows:

Amount: such amount as the directors may determine

Accrual date: dividends do not accrue on 'A' Ordinary Shares and ordinary shares. Their payment depends on a recommendation by the directors and satisfaction of each of the conditions set out below

Payment date: at any time during the financial year as the directors may determine subject to each of the conditions set out below.

- 4.4 No dividend shall be payable on the 'A' Ordinary Shares and the ordinary shares in respect of any financial year unless on the proposed payment date each of the following conditions is satisfied:

- 4.4.1 Profit After Tax is at least three times the total of

- all dividends made or proposed to be made in respect of that financial year, plus

- any Excess Benefits;

4.4.2 all preference shares which have fallen due for redemption have been redeemed;

4.4.3 there are no arrears of any other dividends;

4.4.4 the holders of 75% of the 'A' Ordinary Shares have first given their written consent.

4.5 Once all the foregoing dividends have been paid any remaining profits which the Company may determine to distribute shall be distributed amongst the holders of the ordinary and 'A' ordinary shares (pari passu as if the same were one class of share).

4.6 Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively and shall accrue on a daily basis. All dividends are expressed net and shall be paid in cash. The 'A' Ordinary Dividends are cumulative.

4.7 Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Preference Dividend shall be paid immediately on the due date. Such payment shall be made notwithstanding regulations 102 to 108 inclusive contained in Table A or any other provision of these articles and in particular notwithstanding that there has not been a recommendation of the directors or resolution of the Company in general meeting. If they are not paid on the due date they shall be a debt due by the Company and shall be payable in priority to any other dividend.

- 4.8 The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of any redemption moneys due on the preference shares and the Preference Dividend.

Return of capital

5. On a return of assets on liquidation or capital reduction or otherwise, the assets of the Company remaining after the payment of its liabilities shall be applied in the following order of priority:-
- 5.1 first in paying to the holders of the preference shares £1 per share together with a sum equal to any arrears or accruals of the Preference Dividend calculated down to the date of the return of capital;
- 5.2 second in paying to the holders of the 'A' ordinary shares £1 per share together with a sum equal to any arrears or accruals of the dividends on the 'A' ordinary shares calculated down to the date of the return of capital;
- 5.3 third in paying to the holders of ordinary shares ,0.01 per share; and
- 5.4 the balance of such assets shall be distributed amongst the holders of the 'A' ordinary shares and ordinary shares (pari passu as if the same constituted one class of share) in proportion to the amounts paid up or credited as paid up on the 'A' ordinary shares and ordinary shares held by them respectively.

Conversion of 'A' ordinary shares

- 6.1 The holders of the 'A' ordinary shares may at any time convert the whole of their 'A' ordinary shares into a like number of ordinary shares. The following provisions of this article shall apply to the conversion.
- 6.2 The conversion shall be effected by notice in writing given to the Company signed by the holders of 75% of the 'A' ordinary shares. The conversion shall take effect immediately upon the date of delivery of such notice to the Company (unless such notice states that conversion is to be effective when any conditions specified in the notice have been fulfilled in which case conversion shall take effect when such conditions have been fulfilled).
- 6.3 Forthwith after conversion takes effect the holders of the resulting ordinary shares shall send to the Company the certificates in respect of their respective holdings of 'A' ordinary shares. The Company shall issue to such holders certificates for the ordinary shares resulting from the conversion.
- 6.4 The ordinary shares resulting from the conversion shall rank from the date of conversion pari passu in all respects with the other ordinary shares in the capital of the Company.
- 6.5 On the date of conversion the Company shall pay a dividend to the holders of the 'A' ordinary shares of a sum equal to any arrears or accruals of the 'A' ordinary dividends not being arrears of dividend referred to in Article 4.1.

Redemption of preference shares

- 7.1 Subject to the provisions of the Act the preference shares shall be redeemed in the proportions and on the dates set out below, save that the preference shares in issue immediately prior to the adoption of these articles are redeemed first:-

<u>Redemption</u> <u>date</u>	<u>Number of</u> <u>shares redeemable</u>
31 December 2002	775,000
31 December 2003	775,000
31 December 2004	775,000
31 December 2005	775,000
31 December 2006	230,053

and any shares not redeemed upon the due date shall be redeemed forthwith upon redemption becoming permissible under the Act.

- 7.2 The Company shall pay on each of the preference shares redeemed the sum of £1. At the same time it shall pay any arrears or accruals of the Preference Dividend calculated to the date of redemption. In the absence of any direction to the contrary by the holder of the relevant preference share any moneys paid on redemption of such share shall relate first to the said arrears and accruals of Preference Dividend. The Preference Dividend shall cease to accrue from the date of payment of the redemption moneys.
- 7.3 Subject to the provisions of the Act the Company may provided there are no arrears of dividend on the 'A' ordinary shares or preference shares redeem all or (in instalments of not less than 250,000 shares) some of the preference shares in advance of the due date for redemption. In the absence of any contrary agreement between such holders and the Company any partial early redemption shall be deemed to relate to the shares falling due for redemption in inverse order of maturity.
- 7.4 Subject to the provisions of the Act all of the preference shares shall (unless the holders of 75% of the preference shares give notice in writing to the Company to the contrary) be redeemed immediately upon any of the following dates:-
- 7.4.1 the date upon which any of the equity share capital of the Company is admitted to the Official List of London Stock Exchange Limited or permission for any of the equity

share capital of the Company to be dealt in on a share dealing market of any recognised investment exchange (as defined in section 207 of the Financial Services Act 1986) becomes effective; or

7.4.2 the date upon which a successful offer to purchase 90% or more of the issued equity share capital of the Company (or 90% or more of all such capital including any already held by the offeror) is completed.

7.5 On the dates fixed for any redemption the Company shall pay to each registered holder of preference shares the amount payable in respect of such redemption and upon receipt of that amount each such holder shall surrender to the Company the certificate for his shares which are to be redeemed in order that they may be cancelled. If any certificate so surrendered includes any shares not redeemable at that time the Company shall issue a fresh certificate for the balance of the shares not redeemable to the holder. If there is more than one holder of preference shares any redemption shall be made among such holders pro rata (as nearly as may be) to their respective holdings.

Voting

8. Shares in the Company shall carry votes as follows:

ordinary shares: one vote per share

'A' ordinary shares: one vote per share

preference shares: no votes

The preference shares shall carry the right to receive notice of general meetings of the Company but not the right to attend such meetings.

Votes on shares may be exercised:

- on a show of hands by every member who (being an individual) is present in person or (being a corporation) is present by a representative (in which case each member holding shares with votes shall have one vote)
- on a poll by every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by a proxy (in which case each member holding shares with votes shall have one vote for each such share held).

Class rights

9. Whenever the capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up, only with the consent in writing of the holders of 75% of the issued shares of that class. Without prejudice to the generality of this article, the special rights attached to the preference shares and the 'A' ordinary shares shall be deemed to be varied:-

9.1 by the Company:

9.1.1 altering its memorandum or articles of association; or

9.1.2 varying in any way (whether directly or indirectly) the rights attached to any of the shares for the time being in the capital of the Company; or

9.1.3 applying by way of capitalisation any sum in or towards paying up any share or loan capital of the Company; or

9.1.4 entering into a contract to purchase any of its shares; or

- 9.1.5 redeeming any of its shares (except as specifically provided for in these articles); or
- 9.1.6 passing a resolution that it be wound up; or
- 9.2 by the Company or any of its subsidiaries:
 - 9.2.1 altering, increasing, reducing, sub-dividing or consolidating its authorised or issued share capital; or
 - 9.2.2 granting any option or other right to subscribe for shares (other than the 3i Subscription Option); or
 - 9.2.3 disposing of its undertaking or any substantial part thereof; or
 - 9.2.4 disposing of or acquiring any interest in any share in the capital of any company.

Transfer of shares

- 10. The directors shall refuse to register any transfer of shares made in contravention of the provisions of these articles but (subject to Regulation 24 of Table A) shall not otherwise be entitled to refuse to register any transfer of shares. For the purpose of ensuring that a particular transfer of shares is permitted under the provisions of these articles, the directors may request the transferor, or the person named as transferee in any transfer lodged for registration, to furnish the Company with such information and evidence as the directors may reasonably think necessary or relevant. Failing such information or evidence being furnished to the satisfaction of the directors within a period of 28 days after such request the directors shall be entitled to refuse to register the transfer in question.

Permitted and mandatory transfers

Permitted transfers to relations

- 11.1 Notwithstanding any other provision in these articles any member may at any time transfer (or by will bequeath or otherwise dispose of on death) all or any shares held by him to a Privileged Relation.

Permitted transfers by 3i

- 11.2.1 Notwithstanding any other provisions of these articles a transfer of any shares in the Company held by any member of the 3i Group may be made between the member in the Group holding such shares and any other member in 3i Group without restriction as to price or otherwise and any such transfer shall be registered by the directors. If any such transferee ceases to be a member of the 3i Group it shall forthwith transfer the relevant shares to a member of the 3i Group.
- 11.2.2 Notwithstanding any other provision of these Articles 3i may transfer any preference shares held by it to any Director of the Company without restriction as to price or otherwise and any Director may retransfer such shares to 3i on the same basis. Any such transfer shall be registered by the Directors.

Transfers with shareholder approval

- 11.3 Notwithstanding any other provisions of these articles a transfer of any shares approved by the holders of 75% of the ordinary shares and the holders of 75% of the 'A' ordinary shares may be made without restriction as to price or otherwise and any such transfer shall be registered by the directors.

Mandatory transfer on cessation of employment

- 11.4 If an Employee Member or his father ceases to be a director or employee of the Company or any of its subsidiaries and does not continue in that capacity in relation

to any of them and is not a Good Leaver, Transfer Notices shall be deemed to have been served on the relevant Termination Date in respect of:

- 11.4.1 all shares held by the Employee Member immediately before such cessation; and
- 11.4.2 all shares then held by the Employee Member's Privileged Relations.

Transfers under this sub-article are in these articles referred to as Compulsory Employee Transfers.

Mandatory transfer on change of control of shareholder

- 11.5 If a corporate member ceases to be within the control (as such term is defined by section 840 Income and Corporation Taxes Act 1988) of the person(s) who controlled such company on the date on which it became a member of the Company or on the date of adoption of these articles (whichever shall be the later) it shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in its name; provided that this sub-article shall have no application to 3i or to any member of the 3i Group.

Transfer notices

- 12.1 Save as otherwise provided in these articles every member who desires to transfer any shares (hereinafter called 'the Vendor') shall give to the Company notice in writing of such desire (in these articles called a 'Transfer Notice'). Where the Transfer Notice is deemed to have been given it is referred to as a Deemed Transfer Notice. Transfer Notices and Deemed Transfer Notices shall constitute the Company the Vendor's agent for the sale of the shares specified therein (hereinafter called 'the Sale Shares') in one or more lots at the discretion of the directors at the Sale Price.

Calculation of the Sale Price

- 12.2 The Sale Price shall be the price agreed by the Vendor and the directors. If the Vendor and the directors are unable to agree a price within 28 days of the Transfer Notice being given or being deemed to have been given the Sale Price will instead be the price which the Independent Expert shall certify to be in his opinion a fair value thereof. In arriving at his opinion the Independent Expert will value the shares on a going concern basis as between a willing seller and a willing buyer ignoring any reduction in value which may be ascribed to the Sale Shares by virtue of the fact that they represent a minority interest and on the assumption that the Sale Shares are capable of transfer without restriction. The decision of the Independent Expert as to the Sale Price shall be final and binding.

Right of Vendor to reject partial sales

- 12.3 A Transfer Notice (but not a Deemed Transfer Notice) may contain a condition ('a Total Transfer Condition') that unless all the shares comprised therein are sold by the Company pursuant to this article none shall be sold. Any such provision shall be binding on the Company.

Certification of the Sale Price and right of Vendor to cancel

- 12.4 If the Independent Expert is asked to certify the fair value his certificate shall be delivered to the Company. As soon as the Company receives the certificate it shall deliver a copy of it to the Vendor. The Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the copy certificate to cancel the Company's authority to sell the Sale Shares unless the shares are to be sold pursuant to a Deemed Transfer Notice. The cost of obtaining the certificate shall be paid by the Company unless the Vendor cancels it in which case the Vendor shall bear the cost.

Pre-emptive offers-general

- 12.5 Once the Sale Price has been determined then unless the Vendor gives a valid notice of cancellation the Sale Shares shall be offered for sale as set out below. All offers made by the Company shall give details of the number and Sale Price of the Sale Shares.

Preliminary offer to a 'Warehouse'

- 12.6 Unless the holders of 75% of the ordinary shares and the holders of 75% of the 'A' ordinary shares agree otherwise any shares being sold by reason of a Compulsory Employee Transfer shall first be offered to the Employee Trust. Any shares not sold under this sub-article within 21 days of such offer will be offered for sale to the members of the Company as set out below.

First Offer

- 12.7 As soon as Sale Shares become available they shall be forthwith offered for sale by the Company as follows:-

- 12.7.1 in the cases of 'A' ordinary shares and preference shares, to all holders of 'A' ordinary shares (other than the Vendor and any other holder of 'A' ordinary shares to the extent that his shares are, at the date of the offer, subject to a Transfer Notice, or Deemed Transfer Notice) pro rata as nearly as may be to the respective numbers of 'A' ordinary shares held by such members;

- 12.7.2 in the case of ordinary shares, to all holders of ordinary shares (other than the Vendor and any other holder of ordinary shares to the extent that his shares are, at the date of the offer, subject to a Transfer Notice or Deemed Transfer Notice) pro rata as nearly as may be to the respective numbers of ordinary shares held by such members.

This offer will invite the relevant members to state in writing the maximum number of shares they wish to purchase. If there are insufficient Sale Shares to meet the demand then the directors will allocate the Sale Shares pro rata as nearly as may be in proportion to the number of ordinary shares or 'A' ordinary shares (as the case may be) held by the relevant members. This further offer will remain open for a further period of 21 days ('the First Offer Period').

Second Offer

- 12.8 If at the end of the First Offer Period there are any Sale Shares offered which have not been allocated the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them.

This offer will invite the relevant members to state in writing the maximum number of shares they wish to purchase. If there are insufficient Sale Shares to meet the demand then the directors will allocate the Sale Shares pro rata as nearly as may be in proportion to the number of ordinary shares or 'A' ordinary shares (as the case may be) ~~held~~ held by the relevant members. This further offer will remain open for a further period of 21 days ('the Second Offer Period').

Third Offer

- 12.9 If at the end of the Second Offer Period there are any Sale Shares which have not been allocated the Company will offer such shares as follows:

- 12.9.1 in the case of 'A' ordinary shares and preference shares, to all holders of ordinary shares (other than the Vendor if applicable and any other holder of ordinary shares to the extent that his shares are, at the date of the offer, subject to a Transfer Notice or Deemed Transfer Notice) pro rata as nearly as may be to the respective numbers of ordinary shares held by such members; and

- 12.9.2 in the case of ordinary shares, to all holders of 'A' ordinary shares (other than the Vendor if applicable and any other holder of 'A' ordinary shares to the extent that his shares are, at the date of the offer, subject to a Transfer Notice or Deemed Transfer Notice) pro rata as nearly as may be to the respective numbers of 'A' ordinary shares held by such members.

The Company shall invite each such member to whom shares have been offered under this sub- article to state in writing within 21 days from the date of the relevant notice whether he is willing to purchase any of the Sale Shares so offered to him and if so the maximum thereof which he is willing to purchase. This offer will remain open for a period of 21 days ('the Third Offer Period').

Fourth Offer

- 12.10 If at the end of the Third Offer Period there are any Sale Shares which have not been allocated the Company shall offer such shares to such members as have stated in writing their willingness to purchase all the shares previously offered to them. Such remaining shares shall be offered pro rata as nearly as may be to the respective numbers of ordinary shares or 'A' ordinary shares (as the case may be) then held by such members which offer shall remain open for a fourth period of 21 days.

Thereafter the Company shall continue to make offers on the same terms while any member continues to state in writing his willingness to purchase all shares offered to him.

Thereafter, the Company shall continue to make offers on the same terms while any member continues to state in writing his willingness to purchase all shares offered to him, provided that each such offer shall remain open for a period of 21 days.

General Offer

- 12.11 The Company shall, within 3 months of the end of the period of the last offer made to any member of the Company in terms of articles 12.6 to 12.10 (inclusive), make such arrangements as regards the finding of a purchaser, including the Company, for any shares not sold in terms of articles 12.6 to 12.10 (inclusive) as it shall think just reasonable, save that the price payable therefor shall not be less than the Sale Price.

Transfer procedure for pre-emptive offers

- 12.12 If the Company finds a purchaser for all or, subject to the Sale Shares not being the subject of a Total Transfer Condition any of the Sale Shares under the terms of this article the Vendor shall be bound upon receipt of the Sale Price to transfer the Sale Shares (or such of the same for which the Company shall have found a purchaser or purchasers) to such persons. If the Vendor defaults in transferring Sale Shares the Company shall if so required by the person or persons willing to purchase such Sale Shares receive and give a good discharge for the purchase money on behalf of the Vendor and shall authorise some person to execute transfers of the Sale Shares in

favour of the purchasers and shall enter the names of the purchasers in the Register of Members as the holder of such of the Sale Shares as shall have been transferred to them.

Transfers free of pre-emption

- 12.13.1 Notwithstanding any other provision of these articles, if the Company does not find purchasers for all of the Sale Shares under this article 12, the Vendor shall, at any time within 6 months after the first anniversary of the date of service of the Transfer Notice or the Termination Date (as the case may be), be free to sell such of the Sale Shares as have not been sold to any person at a price which is no less than the Sale Price. However, if the Sale Shares were the subject of a Total Transfer Condition, such a sale may only be made of all the shares and not part only.
- 12.13.2 If the Vendor does not find purchasers for all of the Sale Shares before the end of the six month period referred to in article 12.13.1, the Vendor shall, forthwith, notify the Company, in writing, that it has been unable to do so and the Company shall, within 2 months of the date of such notice, make such arrangements as regards finding a purchaser, including the Company, for any of the shares not sold as it shall think just and reasonable, save that the price payable therefor shall be not less than the Sale Price. However, if the Sale Shares were the subject of a Total Transfer Condition, such a sale may only be made of all the shares and not part only.
- 12.13.3 If the Company does not find purchasers for all of the Sale Shares before the end of the 2 month period referred to in article 12.13.2, the Vendor shall, at any time within 90 days thereafter, be entitled to give notice, in writing, to the Company requiring that the Company be wound-up forthwith and, upon receipt of such notice, all of the directors and members shall be bound to exercise all rights competent to them respectively, to this end.

Effect of non-compliance

- 12.14 Any purported transfer of shares otherwise than in accordance with the provisions of these articles shall be void and have no effect.

Transfer of control

Transfers prohibited absolutely

- 13.1 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered if as a result of such sale or transfer and registration thereof a Controlling Interest would be obtained in the Company by a company in which one or more of the members of the Company (or persons acting in concert with them) has a Controlling Interest.

Transfers permitted where offer is made for 'A' ordinary shares

- 13.2 No sale or transfer of the legal or beneficial interest in any shares in the Company may be made or validly registered without the consent in writing of the holders of 75% of the 'A' ordinary shares if as a result of such sale or transfer and registration thereof a Controlling Interest would be obtained in the Company by a person or persons who are not Original Members unless the proposed transferee or transferees or his or their nominees are independent third parties acting in good faith and has or have offered to purchase all the 'A' ordinary shares and ordinary shares at the Specified Price (calculated as set out below) and (if not redeemed) all the preference shares at a price per share of at least £1 plus a sum equal to any arrears or accruals of the Preference Dividend calculated down to the date of sale or transfer.

If any part of the Specified Price is to be paid except by cash then the holders of (i) the 'A' ordinary shares and (ii) the ordinary shares may, at their option, elect to take a price per share of such cash sum as may be agreed by them and the proposed transferee having regard to the transaction as a whole.

Compulsory purchases

- 13.3 If an offeror for shares in the Company, having made offers to all the members of the Company which are acceptable to the holders of at least 75% of the A ordinary

shares, receives valid acceptances which would, on completion, result in such offeror becoming the holder of not less than 75% of the issued equity share capital of the Company, then:

- 13.3.1 such offeror may give notice to any non-accepting holder of ordinary shares requiring him to accept the offer within 14 days and stating that, failing such acceptance, he shall be deemed to have accepted such offer in respect of all ordinary shares held by him and irrevocably to have waived any pre-emption rights he may have in relation to any shares the subject of such offer;
- 13.3.2 upon the expiry of such notice each recipient thereof shall be obliged to deliver to the offeror (or as he may direct) an executed share transfer form and share certificate(s) in respect of the shares which were the subject of the notice together with an executed waiver of pre-emption rights, if appropriate;
- 13.3.3 if any such member fails to deliver executed share transfer form(s), share certificate(s) and pre-emption waiver(s) (if appropriate) as set out above he shall be deemed to have appointed any director of the Company to be his agent and attorney to execute such documents on his behalf and, against receipt by the Company (on trust for such member) of the appropriate purchase moneys, to deliver such executed transfer(s) and pre-emption waiver(s) (if appropriate) to the offeror and it shall be no impediment to completion of the transfer that such member's share certificate(s) has/have not been produced;
- 13.3.4 after such offeror or his nominee has been registered as the holder of shares transferred in accordance with this article the validity of such transaction shall not be questioned by any person.

Calculation of the Specified Price

13.4 In this article the 'Specified Price' means the aggregate of :

- the consideration (in cash or otherwise) per share equal to that offered or paid or payable by the proposed transferee or his or their nominees for the shares being acquired, plus

- the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of such other shares which having regard to the substance of the transaction as a whole can reasonably be regarded as an addition to the price paid or payable, plus
- all arrears and accruals of the dividends on such share calculated down to the date of the sale or transfer.

In the event of disagreement the calculation of the Specified Price shall be referred to an Independent Expert whose decision shall be final and binding.

Primacy of article

- 13.5 All other regulations of the Company relating to the transfer of shares and the rights to registration of transfers shall be read subject to the provisions of this article.

Appointment of directors

14. The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director. In addition, the holders of shares representing more than half of the shares which carry the right to attend and vote at general meetings of the Company may by notice to the Company together appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director.

3i appointee

15. Notwithstanding any other provisions of these articles, so long as 3i is the holder of any share in the Company, it shall be entitled to appoint as a director of the Company any person approved by the directors (whose approval shall not be unreasonably withheld) and to remove from office any person so appointed and (subject to such approval) to appoint another person in his place. The remuneration and reasonable expenses to be paid to the 3i appointee shall be payable by the Company and shall be such sum as may be agreed between him and the Company or failing agreement such

reasonable sum as shall be fixed by 3i. Upon request by 3i the Company shall also procure that the 3i appointee be appointed a director to any subsidiary of the Company.

Meetings of directors

16. Notice of every meeting of the directors shall be given to each director at any address supplied by him to the Company for that purpose whether or not he be present in the United Kingdom provided that any director may waive notice of any meeting either prospectively or retrospectively and if he shall do so it shall be no objection to the validity of such meeting that notice was not given to him. Meetings of the directors may, be held by conference telephone or similar equipment, so long as all the participants can hear each other. Such meetings shall be as effective as if the directors had met in person.

Directors' conflicts of interest

- 17.1 Subject to the provisions of the Act and provided that he has disclosed to the directors the nature and extent of any material interest of his, a director notwithstanding his office:-
- 17.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested;
- 17.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;

- 17.1.3 may (and any firm or company of which he is a partner or member or director may) act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 17.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit; and
- 17.1.5 shall be entitled to vote and be counted in the quorum on any matter referred to in the foregoing paragraphs of this article.
- 17.2 For the purposes of this article:-
- 17.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 17.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his; and
- 17.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.

Lien

18. The lien conferred by regulation 8 of Table A shall apply to all shares of the Company whether fully paid or not and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders.

Calls

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

Seal

20. Regulation 6 of Table A shall be modified so as to remove the reference to the company seal and regulation 101 of Table A shall be modified by the insertion of the words ", if the Company has one," after the words "The seal" at the beginning of that regulation.

Indemnity

- 21.1 Subject to the provisions of the Act but without prejudice to any indemnity to which a director may otherwise be entitled, every director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution of his duties or in relation thereto including 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 the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with

any application in which relief is granted to him by the court from liability for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

- 21.2 The Company may purchase and maintain insurance against any liability falling upon its directors or other officers or auditors which arises out of their respective duties to the Company or in relation to its affairs.

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