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THE COMPANIES ACT 1985 AND 1989

1806998 -

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

A & S FABRICATIONS (NOTTINGHAM) LIMITED

(adopted by a Special Resolution
of the Company passed on 20th December 1996)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such regulations (save as so excluded or varied) and these Articles hereinafter contained shall be the regulations of the Company.

INTERPRETATION

2. (a) In these Articles and in Table A unless the context otherwise requires the following expressions have the following meanings:-

"the Act" the Companies Acts 1985 and 1989 (as amended);

"Alternate Director" any director appointed and holding office from time to time pursuant to Article 25(a);

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| "these Articles" | these Articles of Association whether as originally adopted or as from time to time altered by special resolution; |
| " 'A' Shares " | the "A" Shares of £1 each in the share capital of the Company from time to time; |
| " 'B' Shares " | the "B" Shares of £1 each in the share capital of the Company from time to time; |
| "Directors" | the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company; |
| "paid up" | in relation to a share, paid up or credited as paid up; |
| "Representatives" | in relation to a member, any person or persons who have become entitled to his shares in consequence of his death, bankruptcy or mental incapacity; |
| "share" | a share in the capital of the Company of whatever class; |
- (i) Words or expressions the definitions of which are contained or referred to in these Articles and in the Act shall be construed as having the meaning thereby attributed to them but excluding any statutory modification thereof not in force on the date of the adoption of these Articles. Regulation 1 of Table A shall not apply to the Company.
- (b) Words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.
- (c) References to Articles are references to these Articles.

SHARE CAPITAL

3. (a) The share capital of the Company at the date of adoption of these Articles is 1,000 divided into 500 "A" Shares of £1.00 each and 500 "B" Shares of £1.00 each. Except as expressly mentioned in these Articles the "A" Shares and the "B" Shares rank *pari passu* in all respects.
- (b) Except with the separate consent or sanction of the members holding a majority of the "A" Shares for the time being issued as is prescribed by

Section 125(2) of the Act, all shares for the time being unissued, whether in the original or any increased capital of the Company, shall consist of further "A" Shares and "B" Shares to be offered only for subscription by the holders of the issued shares of those classes pro rata to the number of shares of the same class held by them respectively. Such offer shall be made by notice specifying the number and class of shares offered, the proportionate entitlement of the relevant member, the price per share and limiting a period (not being less than 30 days) within which the offer, if not accepted, will be deemed to be declined and such shares will be offered to the persons who have, within the said period, accepted all the shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such shares. At the expiration of the time limited by the notice(s) the directors shall allot the shares so offered to or amongst the members who have notified their willingness to take all or any of such shares in accordance with the terms of the offer. No member shall be obliged to take more than the maximum number of shares he has indicated his willingness to take.

- (c) Except as may be provided by Regulation 110 of Table A as amended by these Articles or with the separate consent or sanction of the members holding a majority of the "A" Shares for the time being issued, all shares which the directors propose to issue shall be comprised of "A" Shares and "B" Shares. The number of shares to be issued in each class shall be that number bearing the same proportion of all the shares to be issued as the proportions of all existing shares of that class already in issue bears to all existing shares already in issue.
- (d) The provisions of Articles 3(b) and 3(c) shall have effect subject to Section 80 of the Act.
- (e) Regulation 4 of Table A and, in accordance with Section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company.
- (f) Save with the prior written consent of all the members no shares shall be allotted on terms that the right to take up the shares allotted may be renounced in favour of, or assigned, to another person and no person entitled to the allotment of a share may direct that such share be allotted or issued to any other person.

VARIATION OF RIGHTS

- 4. 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 during or in contemplation of a winding up with the

consent in writing of the holders of three-fourths of the issued shares of the class or with the sanction of an extraordinary resolution passed at a separated meeting of the holders of that class but not otherwise. To any such separate general meeting all the provisions of these Articles as to general meetings of the Company shall mutatis mutandis apply, but so that the necessary quorum shall be persons at least holding or represented by proxy not less than one-third of the issued shares of the class. If such separate meeting shall be adjourned owing to the absence of a quorum and if at the adjourned meeting a quorum shall not be present within half-an-hour from the time appointed for such adjourned meeting the members holding shares of the class concerned who are present in person or by proxy shall constitute a quorum. Every member holding shares of the class shall be entitled on a poll to one vote for every such share held by him or her and any member holding shares of the class present in person or by proxy may demand a poll.

LIEN

5. The Company shall have a first and paramount lien on every share (whether fully paid or not) registered in the name of any person indebted or under any liability to the Company, whether registered in his sole name or jointly with one or more others, for all monies presently payable by him or by his estate to the Company. Regulation 8 in Table A shall be varied accordingly.

CALLS ON SHARES AND FORFEITURE

6. There shall be added to the end of the first sentence of Regulation 18 in Table A the words "and any costs and expenses incurred by the directors as a result of such non-payment".

TRANSFER OF SHARES

7.
 - (a) No member shall dispose of any interest in, or right attaching to, or renounce or assign any right to receive or subscribe for any share (save as may be required in pursuance of his obligations under these Articles) or create or permit to exist any charge, lien, encumbrance or trust over any share or agree to do any of such things except (but subject always to Article 7(d) below) as permitted by Articles 8 or 9.
 - (b) If a member at any time attempts to deal with or dispose of a share or any interest therein or right attaching thereto otherwise than as permitted by these Articles he shall be deemed immediately prior to such attempt to have given a Transfer Notice in respect of such share, interest or right.
 - (c) For the purpose of ensuring that a particular transfer of shares is permitted hereunder the Directors may require 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 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.

- (d) The Directors shall not refuse to register any transfer of a share which is permitted under these Articles but may, in their absolute discretion and without assigning any reason therefor, decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer:-
 - (i) of a share on which the Company has a lien; or
 - (ii) of a share (not being a fully paid share) to a person of whom they shall not approve.

The first sentence of Regulation 24 in Table A shall not apply.

- (e) If a member or any of his Representatives becomes aware of any event which is deemed to give rise to an obligation to serve a Transfer Notice he shall forthwith give written notice thereof to the Directors.
- (f) Where a Transfer Notice in respect of any share is deemed to have been given under any provision of these Articles and the circumstances are such that the Directors (as a whole) are unaware of the facts giving rise to the same such Transfer Notice shall be deemed to have been received by the directors on the date on which the Directors (as a whole) actually become aware of such facts and the provisions of Articles 8 and 9 shall apply accordingly.
- (g) The words "and, unless the share is fully paid, by or on behalf of the Transferee" shall be deleted from Regulation 23 in Table A.

"A" TRANSFER SHARES

- 8. (a) Except for a transfer of shares which is otherwise permitted these Articles no "A" Shares shall be transferred until the conditions contained within this Article 8 are complied with.

"A" Transfer Notices

- (b) Any member proposing to transfer any "A" Shares (such Member for the purposes of this Article 8 being referred to as "the Proposing "A" Transferor") shall give notice in writing (such notice for the purposes of this Article 8 being referred to as "the "A" Transfer Notice") to the Directors that

the Proposing "A" Transferor desires to transfer such shares. In the "A" Transfer Notice the Proposing "A" Transferor shall specify:-

- (i) the number of "A" Shares which the Proposing "A" Transferor wishes to transfer (such shares for the purposes of this Article 8 being referred to as "the "A" Transfer Shares") (which must be all of the shares then held by the Proposing "A" Transferor);
 - (ii) the price at which the Proposing "A" Transferor wishes to sell the "A" Transfer Shares; and
 - (iii) the identity of any person to whom the Proposing "A" Transferor wishes to transfer the "A" Transfer Shares.
- (c) The "A" Transfer Notice shall constitute the Company (by its board of directors) as the agent of the Proposing "A" Transferor empowered to sell the "A" Transfer Shares (together with all rights attaching thereto at the date of the "A" Transfer Notice or at any time thereafter) at the "A" Transfer Price (as hereinafter defined) on the terms of these Articles. Save as expressly provided otherwise in these Articles an "A" Transfer Notice shall be revocable at any time until the expiration of the "A" Withdrawal Period (as hereinafter defined).

Copy Notice to Members Holding "A" Shares

- (d) Within 7 days after the receipt of any "A" Transfer Notice the Directors shall serve a copy of that "A" Transfer Notice on all the members holding "A" Shares. In the case of a Deemed "A" Transfer Notice the Directors shall similarly serve notice on all the members (including the Proposing "A" Transferor), notifying them that the same has been deemed to have been given, within 30 days after either the date of the event giving rise to the Deemed "A" Transfer Notice or (if later) the date on which the Directors actually became aware of such event.

The "A" Transfer Price

- (e) Subject as provided otherwise in these Articles the "A" Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per "A" Transfer Share (such price for the purposes of this Article 8 being referred to as the "'A" Transfer Price") defined in accordance with Article 8 (f)
- (f) The "A" Transfer Price shall be such price as shall be agreed in writing between the Proposing "A" Transferor and all the other members holding "A" Shares or, in the absence of such an agreement (whether by reason of disagreement, absence, death or otherwise) within 14 days after service of a copy of the "A" Transfer Notice pursuant to Article 8 (d) above, the "A" Transfer Price will be determined by an independent chartered accountant (the "Expert") who shall be nominated by agreement between the members holding

"A" Shares and the Proposing "A" Transferor. If no such nomination is made within 21 days of service of the notice pursuant to Article 8 (d), the Directors (excluding the Proposing "A" Transferor) shall request forthwith that an Expert be nominated by the President from time to time of the Institute of Chartered Accountants in England and Wales. The Expert shall act as an expert and not as an arbitrator and his written determination shall be final and binding on all relevant parties. The Expert will certify the open market value of the "A" Transfer Shares as at the date of the "A" Transfer Notice on the following assumptions and bases:-

- (i) valuing the "A" Transfer Shares as an arms-length sale between a willing vendor and a willing purchaser;
- (ii) if the Company is then carrying on business as a going concern, on the assumption that it will continue to do so;
- (iii) that the "A" Transfer Shares are capable of being transferred without restriction;
- (iv) valuing the "A" Transfer Shares as a rateable proportion of the total value of all the issued "A" Shares of the Company which value shall not be discounted or enhanced by reference to the number thereof.

If any difficulties shall arise in applying any of the foregoing assumptions or bases then such difficulties shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit. The "A" Transfer Price shall be a sum equal to the open market value of the "A" Transfer Shares determined as aforesaid divided by the number of "A" Transfer Shares. The Company will use its best endeavours to procure that the Expert determines the "A" Transfer Price within 21 days of being requested to do so.

The date of determination of the "A" Transfer Price

- (g) If the determination of the "A" Transfer Price is referred to the Expert then the date of determination of the "A" Transfer Price (such date for the purposes of this Article 8 being referred to as the "'A" Determination Date") shall be the date on which the Directors receive the Expert's determination of the "A" Transfer Price in writing. If the "A" Transfer Price is determined by written agreement between the Proposing "A" Transferor and the other members holding "A" Shares then the "A" Determination Date shall be the date on which such agreement is made.

Withdrawal and cost

- (h) Where the Expert has determined the "A" Transfer Price as aforesaid the Proposing "A" Transferor shall be entitled if the "A" Transfer Price is not acceptable to him to revoke the "A" Transfer Notice by giving notice in writing to the Directors provided that he does so within a period of seven days

after the "A" Determination Date (such period for the purposes of this Article 8 being referred to as the "A" Withdrawal Period").

- (i) The costs and expenses of the Expert in determining the "A" Transfer Price and of his appointment shall be borne as to one half by the Proposing "A" Transferor and as to the other half by the Purchasers of the "A" Shares (as hereinafter defined) pro-rata according to the number of "A" Transfer Shares purchased by them unless none of the "A" Transfer Shares are purchased pursuant to Articles 8 (j) to 8 (n) or the Proposing "A" Transferor revokes the "A" Transfer Notice pursuant to Article 8 (h) in which event the Proposing "A" Transferor shall pay all of such costs and expenses. In the case of default by a person in paying his due proportion of such costs and expenses any of the other contributors or (if the Proposing "A" Transferor is solely responsible for such costs and expenses) the Company may pay such sum in his stead and any payment made in so doing shall be recoverable from the defaulter as a debt payable on demand.

Offer of "A" Shares to members holding "A" Shares pro-rata

- (j) Within 7 days after the expiry of the "A" Withdrawal Period the "A" Transfer Shares shall be offered for purchase at the "A" Transfer Price by the Directors (other than the Proposing "A" Transferor) to the members holding "A" Shares in proportion to the number of "A" Shares held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of "A" Transfer Shares; (b) the number of "A" Transfer Shares offered to the member (such number for the purposes of this Article 8 being referred to as the "the "A" Share Pro-Rata Entitlement"); (c) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his "A" Share Pro-Rata Entitlement and for any shares in excess of any entitlement which he wishes to purchase. Upon the expiry of the said offer period, the Directors (other than the Proposing "A" Transferor) shall allocate the "A" Transfer Shares in the following manner:-
 - (i) to each member holding "A" Shares who has agreed to purchase "A" Transfer Shares, his "A" Share Pro-Rata Entitlement or such lesser number of "A" Transfer Shares for which he may have applied;
 - (ii) if any member has applied for less than his "A" Share Pro-Rata Entitlement the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares then held by them respectively (but without allocating to any member a greater number of "A" Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this paragraph (ii) without taking any account of any member whose application has already been satisfied in full.

If any of the "A" Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the Directors (other than the Proposing "A" Transferor) shall think fit.

- (k) In the event that some of the "A" Transfer Shares are not sold pursuant to Article 8 (j) then such "A" Transfer Shares.

Provisions compelling Proposing "A" Transferor to transfer

- (l) If, by the foregoing procedure, the Directors shall receive acceptances or nominations in respect of the "A" Transfer Shares the Directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing "A" Transferor and to the member or members who have agreed to purchase the same (for the purposes of this Article 8 being referred to as the "Purchaser of the "A" Shares") and the Proposing "A" Transferor shall thereupon become bound upon payment of the "A" Transfer Price to the Proposing "A" Transferor (whose receipt shall be a good discharge to the Purchaser of the "A" Shares, the Company and the Directors none of whom shall be bound to see to the application thereof) to transfer to each Purchaser of the "A" Shares those "A" Transfer Shares accepted by him. Every such notice shall state the name and address of each Purchaser of the "A" Shares, the number of "A" Transfer Shares agreed to be purchased by him and the place and time appointed by the Directors for the completion of the purchase (being not less than seven days nor more than twenty eight days after the said notice). Subject to the giving of such notice the purchase shall be completed at the time and place appointed by the directors.
- (m) If a Proposing "A" Transferor having become bound to transfer any "A" Transfer Shares pursuant to this Article 8, makes default in transferring the same the Directors (other than the Proposing "A" Transferor) may authorise some person (who is (as security for the performance of the Proposing "A" Transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the Proposing "A" Transferor for the purpose) to execute the necessary instrument of transfer of such "A" Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such "A" Transfer Shares and shall hold such purchase money on behalf of the Proposing "A" Transferor (though it shall not be bound to earn or pay interest on such money). The receipt of the Company of such purchase money shall be a good discharge to the transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered into the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

Relevant Events

- (n) In this Article 8 "Relevant Event" means in relation to a member holding "A" Shares and being an individual:-
- (i) such member being adjudicated bankrupt; or
 - (ii) such member dying; or
 - (iii) such member ceasing to be an employee of the Company for whatever reason; or
 - (iv) such member making any voluntary arrangement or composition with his creditors
- (o) Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given an "A" Transfer Notice in respect of all the "A" Shares as shall then be registered in the name of such member (such notice for the purposes of this Article 8 being referred to as "the Deemed "A" Transfer Notice") and the "A" Transfer Price shall be calculated by an independent chartered accountant pursuant to Article 8 (f) above.
- (p) An obligation to transfer a share under the provisions of this Article 8 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such shares free from any lien, charge or other encumbrance.
- (q) If the Relevant Event shall be the death or bankruptcy of a member holding "A" Shares and if any of the shares which are offered pursuant to the Deemed "A" Transfer Notice shall not be sold to the members holding "A" Shares "Unsold "A" Shares" then, after the expiration of the period during which the Unsold "A" Shares might have been purchased by a member or members the representatives of the member in question shall be entitled to elect at any time before the Unsold "A" Shares are disposed of by them to be registered themselves as the holders of the Unsold "A" Shares (but so that such election shall not give rise to any obligation to serve an "A" Transfer Notice in respect of the Unsold "A" Shares).

"B" SHARE TRANSFERS

9. (a) No "B" Shares shall be transferred until the conditions contained within this Article 9 are complied with

"B" Transfer Notice

- (b) Any member proposing to transfer any "B" Shares (such member for the purposes of this Article 9 being referred to as "the Proposing "B" Transferor") shall give notice in writing (such notice for the purposes of this

Article 9 being referred to as "the "B" Transfer Notice") to the Directors that the Proposing "B" Transferor desires to transfer such shares. In the "B" Transfer Notice the Proposing "B" Transferor shall specify:-

- (i) the number of "B" Shares which the Proposing "B" Transferor wishes to transfer (such shares for the purposes of this Article 9 being referred to as "the "B" Transfer Shares") (which must be all of the shares then held by the Proposing "B" Transferor);
 - (ii) the identity of any person to whom the Proposing "B" Transferor wishes to transfer the "B" Transfer Shares.
- (c) The "B" Transfer Notice shall constitute the Company (by its board of directors) as the agent of the Proposing "B" Transferor empowered to sell the "B" Transfer Shares (together with all rights attaching thereto at the date of the "B" Transfer Notice or at any time thereafter) at the "B" Transfer Price (as hereinafter defined) on the terms of these Articles. Save as expressly provided otherwise in these Articles a "B" Transfer Notice shall be revocable at any time until the expiration of the "B" Withdrawal Period (as hereinafter defined).

Copy notice to members holding "B" Shares

- (d) Within 7 days after the receipt of any "B" Transfer Notice the Directors shall serve a copy of that "B" Transfer Notice on all the members holding "A" Shares. In the case of a "B" Deemed Transfer Notice the Directors shall similarly serve notice on all the members holding "A" Shares and on the Proposing "B" Transferor, notifying them that the same has been deemed to have been given, within 30 days after either the date of the event giving rise to the "B" Deemed Transfer Notice or (if later) the date on which the directors (as a whole) actually became aware of such event.

The "B" Transfer Price

- (e) Subject as provided otherwise in these Articles the "B" Transfer Shares shall be offered for purchase (as hereinafter provided) at their par value (such price for the purposes of this Article 9 being referred to as "the "B" Transfer Price").

Offer of "B" Shares to members holding "A" Shares pro-rata

- (f) Within 14 days of the Directors serving a "B" Transfer Notice or Deemed "B" Transfer Notice (as the case may be) the Transfer Shares shall be offered for purchase at the "B" Transfer Price by the Directors to the members holding "A" Shares in proportion to the number of "A" Shares held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of "B" Transfer Shares; (b) the number of "B" Transfer Shares offered to the member (such number for the

purposes of this Article 9 being referred to as "the "B" Share Pro-Rata Entitlement"); (c) a period (being not less than 14 days and not more than 21 days) within which the offer must be accepted or shall lapse, and shall be accompanied by a form of application for use by the member in applying for his "B" Share Pro-Rata Entitlement and for any shares in excess of any entitlement which he wishes to purchase. Upon the expiry of the said offer period, the Directors shall allocate the "B" Transfer Shares in the following manner:-

- (i) to each member holding "A" Shares who has agreed to purchase "B" Transfer Shares, his "B" Share Pro-Rata Entitlement or such lesser number of "B" Transfer Shares for which he may have applied;
- (ii) if any member holding "A" Shares has applied for less than his "B" Pro-Rata Entitlement the excess shall be allocated to the members who have applied for any part of such excess in proportion to the number of shares then held by them respectively (but without allocating to any member a greater number of "B" Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this paragraph (ii) without taking any account of any member whose application has already been satisfied in full.

If any of the "B" Transfer Shares shall not be capable of being offered or allocated as aforesaid without involving fractions, the same shall be offered to or allocated amongst the members holding "A" Shares, or some of them, in such proportions as may be determined by lots drawn in respect thereof, and the lots shall be drawn in such manner as the directors shall think fit.

- (g) If the members holding "A" Shares shall fail to complete any such purchase in accordance with this Article 9 then the Transfer Shares may not be transferred by the Proposing Transferor.

Provisions compelling Proposing "B" Transferor to transfer

- (h) If a Proposing "B" Transferor having become bound to transfer any "B" Transfer Shares pursuant to this Article 9, makes default in transferring the same the Directors may authorise some person (who is (as security for the performance of the Proposing "B" Transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the Proposing "B" Transferor for the purpose) to execute the necessary instrument of transfer of such "B" Transfer Shares and may deliver it on his behalf and the Company may receive the purchase money and shall thereupon (subject to such instrument being duly stamped) cause the transferee to be registered as the holder of such "B" Transfer Shares and shall hold such purchase money on behalf of the Proposing "B" Transferor (though it shall not be bound to earn or pay interest on such money). The receipt of the Company of such purchase money shall be a good discharge to the

transferee who shall not be bound to see to the application thereof, and after the name of the transferee has been entered into the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person.

Relevant Events

- (i) In this Article 9 a "Relevant Event" means in relation to a member holding "B" Shares and being an individual:-
 - (i) such member being adjudicated bankrupt; or
 - (ii) such member dying; or
 - (iii) such member making any voluntary arrangement or composition with his creditors;
- (j) Upon the happening of any Relevant Event the member in question shall be deemed to have immediately given a "B" Transfer Notice in respect of all the "B" Shares as shall then be registered in the name of such member at the "B" Transfer Price (such notice for the purposes of this Article 9 being referred to as "the Deemed "B" Transfer Notice")
- (k) An obligation to transfer a share under the provisions of this Article 9 shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such shares free from any lien, charge or other encumbrance.
- (l) If the Relevant Event shall be the death or bankruptcy of a member holding "B" Shares or and if any of the shares which are offered pursuant to the Deemed "B" Transfer Notice shall not be sold to the members holding "A" Shares ("Unsold "B" Shares") then, after the expiration of the period during which the Unsold "B" Shares might have been purchased by a member or members the representatives of the member in question shall be entitled to elect to be registered themselves as the holders of the Unsold "B" Shares (but so that such election shall not give rise to any obligation to serve a "B" Transfer Notice in respect of the Unsold "B" Shares).

Sale of the Business

- (m) If at any time the members holding "A" Shares receive a bona fide offer from a third party who is not a member of the Company to acquire all or a majority of the shares in the Company, then the members holding "B" Shares shall, upon the request of a majority (in number) of the members holding "A" Shares, enter into any share sale agreement and sign any stock transfer form for the sale of the "B" Shares along with the "A" Shares (or part thereof).
- (n) If any of the members holding "B" Shares having become bound to transfer any of their "B" Shares pursuant to Article 9 (m) makes default in transferring

the same the members holding "A" Shares may authorise some person who is hereby irrevocably and unconditionally appointed the attorney of such members holding "B" Shares to execute on their behalf any necessary sale agreement or instrument of transfer and may deliver it on his behalf and the member(s) holding "A" Shares may receive the purchase money on his behalf. The receipt of the member(s) holding "A" Shares for such purchase money shall be a discharge to the transferee who shall not be bound to see the application thereof.

- (o) The provisions of this Article 9 may be waived in whole or in part in any particular case with the prior written consent of all the members holding "A" Shares.

GENERAL MEETINGS

- 10. The Directors may call general meetings and Regulation 37 of Table A shall not apply to the Company.
- 11. Members holding "B" Shares shall not be entitled to receive notice of or to attend at or to vote at any general meeting of the Company unless the business of the meeting includes the consideration of any resolution to alter or abrogate any rights attaching to the "B" Shares when the provisions of Article 4 shall apply.

NOTICE OF GENERAL MEETINGS

- 12. In Regulation 38 in Table A the words "or a resolution appointing a person as a director" shall not apply to the Company.

PROCEEDINGS AT GENERAL MEETINGS

- 13.
 - (a) No business shall be transacted at any General Meeting unless a quorum of members is present at the time throughout the meeting. Two persons each being a member present in person or by proxy or being corporations by its duly authorised representative shall be a quorum at any General Meeting.
 - (b) A Director shall, notwithstanding that he is not a member, be entitled to attend and speak at any general meeting of the Company.

14. If a meeting of the Company is adjourned under the provisions of Regulation 41 in Table A and a quorum is not present at such adjourned meeting within fifteen minutes from the time appointed for the meeting the adjourned meeting shall be dissolved.
15. At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is, before or on the declaration of the result of the show of hands, demanded by any member present in person or by proxy. Regulation 46 of Table A shall be modified accordingly.

VOTES OF MEMBERS

16. (a) Subject to any rights or restrictions for the time being attached to any class or any classes of shares every member present in person or by proxy shall have one vote on a show of hands and one vote for each share of which he is the holder on a poll. Where a member is present as a proxy on behalf of another member or members, then in such case he shall on a show of hands have one vote for himself as a member and one vote for each member for whom he is a proxy.
- (b) The Chairman of the meeting shall not have a second or casting vote at General Meetings.

NUMBER OF DIRECTORS

17. The number of the Directors shall not be less than two and not more than six. In the event of the minimum number of Directors fixed by or pursuant to these Articles shall fall to one, a sole Director shall have authority to exercise all the powers and discretions expressed to be vested in the Directors generally by these Articles. Regulation 64 in Table A shall not apply to the Company and Regulation 89 shall be amended accordingly.
18. The Directors shall be entitled to be repaid all such reasonable expenses as they may incur in attending and returning from meetings of the Directors, or of committees of the Directors, or General Meetings, or which they may otherwise incur, whether in the United Kingdom or abroad, in or about the business of the Company.
19. A Director or Alternate Director shall not require any share qualification but any Director or Alternate Director who is not a member of the Company shall nevertheless be entitled to receive notices of and attend and speak at any General Meeting of the Company.

BORROWING POWERS

20. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or security over its undertaking, property or uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

POWERS AND DUTIES OF DIRECTORS

21. Subject to making such disclosure and declaration of his interest as is required by law a Director may contract with and participate in the profits of any contract with the Company or otherwise be interested in any transaction or arrangement with the Company or in which the Company is in any way interested as if he were not a Director. A Director may also vote in respect of any contract or arrangement in which he is interested and shall be counted in the quorum present at the meeting. Accordingly Regulations 94-98 in Table A shall not apply to the Company.
22. Any Director may act by himself or his firm in a professional capacity for the Company, other than as auditor, and he or his firm shall be entitled to remuneration for professional services as if he were not a Director.
23. Without prejudice to the powers conferred by Regulation 87 of Table A, the Directors on behalf of the Company may provide or contribute to the provisions of life or other assurance or establish and maintain or procure the establishment and maintenance of any contributory or non-contributory pension or superannuation funds for the benefit of, or give or procure the giving of donations, gratuities, pensions, allowances or emoluments to any persons who are or were at any time in the employment or service of the Company or of any company which is a subsidiary of the Company or is associated with the Company or with any such subsidiary company, or who are or were at any time Directors or officers of the Company or of any such other company as aforesaid and holding or who held any salaried employment or office in the Company or such other company, and the wives, widows, families and dependants of any such persons. The Directors may also establish and subsidise or subscribe to any institutions associations, clubs or funds calculated to be for the benefit or to advance the interests and well being of the Company or of any such person as aforesaid and make payments for or towards the insurance of any such persons as aforesaid, and subscribe or guarantee money for charitable or benevolent objects or for any public, general or useful object. The Directors may do any of the matters aforesaid. Any Director holding any such employment or office shall be entitled to participate in and retain for his own benefit any such donation, gratuity, pension, allowance or emolument.

APPOINTMENT AND RETIREMENT OF DIRECTORS

24. The Directors shall not be required to retire by rotation. Regulations 73 to 78 and 80 of Table A shall not apply to the Company and Regulation 79 of Table A shall be amended accordingly.

DISQUALIFICATION AND REMOVAL OF DIRECTORS

25. The office of a Director shall be vacated if:-
- (a) he ceases to be a Director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or
 - (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally; or
 - (c) he is, or may be suffering from mental disorder and either:-
 - (i) he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983, or in Scotland an application for admission under the Mental Health (Scotland) Act 1960; or
 - (ii) an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
 - (d) he resigns his office by notice to the Company; or
 - (e) he shall for more than six consecutive months have been absent without permission of the Directors from meetings of directors held during that period and the Directors resolve that his office be vacated;

and Regulation 81 of Table A shall not apply to the Company.

ALTERNATE DIRECTORS

26. (h) Any Director (other than an Alternate Director) may at any time appoint any person (including another Director) to be an Alternate Director and may at any time terminate such appointment. The same person may be appointed as the Alternate Director of more than one Director.

- (i) The appointment of an Alternate Director shall determine on the happening of any event which if he were a Director would cause him to vacate such office or if his appointor ceases to be a Director.
- (j) An Alternate Director shall be entitled to receive notices of meetings of the Directors and of any committee of the Directors of which his appointor is a member and shall be entitled to attend and vote as a Director and be counted in the quorum at any such meeting at which his appointor is not personally present and generally at such meeting to perform all functions of his appointor as a Director and for the purposes of the proceedings at such meeting the provisions of these Articles shall apply as if he were a Director. Subject to Article 28 it shall not be necessary to give notices of meetings to an Alternate Director who is absent from the United Kingdom. If an Alternate Director shall be himself a Director or shall attend any such meetings as an alternate for more than one Director his voting rights shall be cumulative, but he shall count as only one for the purpose of determining whether a quorum is present. If his appointor is from time to time absent from the United Kingdom or temporarily unable to act through ill-health or disability his signature to any resolution in writing of the Directors shall be as effective as the signature of his appointor. An Alternate Director shall not (save as aforesaid) have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles.
- (k) 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 an 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.
- (l) Regulations 65 to 69 in Table A shall not apply.

PROCEEDINGS OF DIRECTORS

- 27. (m) The quorum necessary for the transaction of the business of the Directors shall be two. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.

- (n) Questions arising at any meeting of the Directors or of any committee shall be decided by a majority of votes of the Directors present and the Chairman shall not have a casting vote. Regulation 88 in table A shall be amended accordingly.
28. The words "of filling vacancies, or" shall be omitted from Regulation 90 of Table A.
29. Regulation 88 of Table A shall be amended by substituting for the sentence:-
- "It shall not be necessary to give notice of a meeting to a Director who is absent from the United Kingdom."
- the following sentences:-
- "Notice of every meeting of Directors shall be given to each Director or his Alternate Director, including Directors and Alternate Directors who may for the time being be absent from the United Kingdom and have given the Company their address outside the United Kingdom. Any such notice may be given by telex or facsimile transmission."
29. Any Director including an Alternate Director may participate in a meeting of the Directors or a committee of the Directors of which he is a member by means of a conference telephone or similar means of communications equipment whereby all persons participating in the meeting can hear each other and participation in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum 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 then is.
30. A resolution of the board or any committee of the board may be passed by accepting the vote of any Director who is absent from the relevant meeting but who has communicated his vote by means of a resolution or approval in writing and any such absent Director shall be deemed to be present at the meeting and shall be counted in ascertaining whether a quorum is present. A resolution or approval signed pursuant to this article 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.
31. Subject to Article 26 and notwithstanding Article 30 a resolution agreed by all the Directors entitled to receive notice of a meeting of Directors or of a committee of Directors shall be as valid and effectual as if it had been passed at a meeting of Directors or (as the case may be) a committee of Directors duly convened and such agreement may be communicated by telephone, telex or telefax.

THE SEAL

32. If the Company has a seal it shall only be used with the authority of the Directors or a committee of Directors. The Directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or second Director. The obligation under Regulation 6 of Table A relating to the sealing of share certificates shall apply only if the Company has a seal. Regulation 101 of Table A shall not apply to the Company.

DIVIDENDS

33. The members holding "B" Shares shall not be entitled to receive any dividends in respect of their shareholding. The payment of any dividends to any members holding "B" Shares shall be at the absolute discretion of the Directors who may decide to pay a different level of dividends on the "A" Shares and the "B" Shares PROVIDED THAT if any dividend is declared on the "B" Shares then the amount of the dividend payable on each "B" Share shall be the same. Regulation 104 shall be modified accordingly.

INDEMNITY

34. (a) Every Director or other officer or auditor of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the proper execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Act in which relief is granted to him by the Court, and no Director (including an Alternate Directors) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of this Act.
- (b) The Directors shall have power to purchase and maintain of the expense of the Company and for the benefit of any Director (including an Alternate Director), officer or auditor of the Company insurance against any such liability as is referred to in Section 310(1) of the Act from and after the bringing in to force of Section 137 of the Companies Act 1989 and against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a Director, (including as an Alternate Director) officer or auditor.
- (c) Regulation 118 in Table A shall not apply to the Company.

NOTICES

35. In Regulation 112 of Table A, the words "by telex to a telex number or by facsimile to a facsimile number in each case supplied by the member for such purpose or" shall be inserted immediately after the words "or by sending it" and the words "first class" shall be inserted immediately before the words "post in a prepaid envelope".
36. Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent by telex receipt of the appropriate answerback shall be conclusive evidence that the notice was given and the notice shall be deemed to have been given at the time of transmission following receipt of the appropriate answerback. Where a notice is given by facsimile the notice shall be deemed to have been delivered (if sent during normal business hours before 3.00pm) at 5.00pm on the day of despatch and if sent prior to 9.00am on any business day at 10.00am on that day or if sent after 3.00pm at 10.00am on the next following business day (where "business day" means any day other than a Saturday on which banks are open for business in the City of London) Regulation 115 of Table A shall not apply to the Company.

WINDING UP

37. On a return of capital on liquidation or otherwise the assets of the Company available for distribution among the members shall be applied solely in repaying to the holders of the "A" Shares the amounts paid up on such shares and the balance of any surplus assets shall belong to and be distributed amongst the holders of the "A" Shares only such balance being apportioned between the holders of the "A" Shares by reference to the amounts paid up or credited as paid up on such "A" Shares respectively held by them and Regulation 117 of Table A shall be modified accordingly.