

No 3932453

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS of the sole shareholder of the Company passed in writing
pursuant to the Articles of Association of

MARPLACE (NUMBER 493) LIMITED

Passed on 1st August 2000

We, the undersigned shareholder, being the holder of the one share in the above-named Company
now issued hereby resolve as follows:-

- (1) That the Articles of Association as set out in the document attached hereto and initialled by
us for the purpose of identification be and they are hereby adopted as the Articles of
Association of the Company to the exclusion of all existing Articles of Association thereof.


.....

For and on behalf of

CS DIRECTORS LIMITED

Company No. 3932453

THE COMPANIES ACT 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

MARPLACE (NUMBER 493) LIMITED

(adopted by Special Resolution on 1st August 2000)

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THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
MARPLACE (NUMBER 493) LIMITED

(adopted by Special Resolution on 2000)

PRELIMINARY

1.(A) In these Articles, unless the context otherwise requires, the following words and expressions shall bear the meanings following:-

"**the Act**" means the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force;

"**Base Rate**" means the base rate of the Co-operative Bank plc from time to time;

"**Controlling Interest**" means an interest (within the meaning of Schedule 13 Part 1 and Section 324 of the Companies Act 1985) in shares in a company conferring in aggregate more than 50% of the total voting rights conferred by all the issued shares in that Company;

"**Directors**" means the directors for the time being of the Company;

"**Financial Year**" means a year ending on 30th September;

"**Fixed Dividend**" means the dividend payable in accordance with Article 3(A)(1) relative to the Preference Shares;

"the Group" means the Company and its subsidiaries for the time being and "member of the Group" shall be construed accordingly;

"Independent Accountant" means a firm of Chartered Accountants in England experienced in the valuation of shares in private and public companies agreed between the Directors and the holder or holders of shares concerned or in default of agreement for a period of 14 days nominated on the application of any such interested party by the President for the time being of the Institute of Chartered Accountants in England and Wales, such firm acting as experts and not as arbitrators;

"Member" means any holder for the time being of Shares;

"Ordinary Shares" means the Ordinary Shares of £1 each in the capital of the Company;

"Ordinary Shareholders" means the holders for the time being of the Ordinary Shares (individually an **"Ordinary Shareholder"**);

"Preference Shares" means the Preference Shares of £1 each in the capital of the Company;

"Preference Shareholders" means the holders for the time being of the Preference Shares (individually an 'Preference Shareholder');

"Shares" means any shares for the time being in the share capital of the Company;

"Shareholder" means the holder for the time being of a Share;

"Sale" the sale of the entire issued share capital of the Company;

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as in force at the date of adoption of these Articles;

(B) Words:-

- (1) importing the singular number also includes the plural number and vice versa;
- (2) importing the masculine gender also include the feminine gender;
- (C) Words and expressions defined:-
 - (1) elsewhere in these Articles shall bear the meaning thereby ascribed to them;
 - (2) in the Act shall, unless the context otherwise requires, have the same meaning in these Articles.
- (D) References to persons shall include bodies corporate, unincorporated associations and partnerships.
- (E) Headings shall not affect the construction of these Articles.
- (F) The regulations contained in 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 the Articles hereinafter contained shall be the regulations of the Company.

SHARE CAPITAL

- 2. The share capital of the Company at the date of the adoption of these Articles is £67,992 divided into 7,992 Ordinary Shares, and 60,000 Preference Shares.

SHARE RIGHTS

- 3. The rights and restrictions attaching to and imposed upon the respective classes of Shares shall be as follows:-

- (A) **Income**

- (1) The profits of the Company in respect of each Financial Year shall be:-
 - (a) applied first in paying to the holders of the Preference Shares in respect of

each Preference Share held by them a fixed cumulative preferential cash dividend of £1 per annum (inclusive of any associated tax credit) on 30th September in each year provided that the first payment shall be made on 30th September 2001 in respect of the period from the date of adoption of these Articles to such date; and

- (b) as regards any remaining profits which the Company determines to distribute applied among the Ordinary Shareholders in proportion to the amounts paid up or credited as paid up on such shares but ignoring any premium paid for any such shares.
- (2) No dividends shall be declared or paid on the Ordinary Shares in respect of any Financial Year of the Company unless and until the Fixed Dividend has been paid in full in respect of that Financial Year and in respect of all previous Financial Years of the Company including any interest accrued thereon.
- (3) 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. Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying dividends by the Act the Fixed Dividend shall (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) be paid immediately on the due date.
- (4) In the event that whether by reason of any principle of law or otherwise the Company is unable to pay in full on any due date for payment under

Articles 3(A)(1)(a) (each of which dates is in this paragraph referred to as a **"Payment Date"**), any instalment of Fixed Dividend to any of the holders of the Preference Shares which would otherwise be required to be paid pursuant thereto on that Payment Date (any such dividend being hereinafter referred to as the **"Relative Dividend"**) then the following provisions shall apply:-

- (a) on the due Payment Date the Company shall pay to such holders in proportion to the numbers of Preference Shares held by them on account of the Relative Dividend the maximum sum (if any) which can then consistently with any such principle of law be properly paid by the Company in accordance with these Articles;
- (b) on every succeeding Payment Date the Company shall pay to such holders on account of the balance of the Relative Dividend for the time being remaining outstanding (together with accrued interest) and until the Relative Dividend shall have been paid in full the maximum sum (if any) which on each such succeeding Payment Date respectively can consistently with any such principle of law as aforesaid be properly paid by the Company;
- (c) subject only as aforesaid every sum which shall become payable by the Company on any Payment Date in accordance with the foregoing provisions of this Article 3(A)(4) shall on that Payment Date (without the necessity of the passing of any resolution of the Directors or of the Company in general meeting (and notwithstanding anything contained in Regulation 102 to 108 (inclusive) of Table A)) become a debt due from and immediately payable by the Company to the holders of the

Preference Shares.

- (5) Without prejudice to the application of the foregoing provisions of this Article 3(A), any such Fixed Dividend which is not paid on the due date for whatever reason shall bear interest at Base Rate which shall accrue from day to day from the first said due date until the date of payment.
- (6) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time declare and pay to the Company such lawful dividends as are necessary to permit lawful and prompt payment by the Company of the Fixed Dividend.

(B) **Capital**

On a return of assets on liquidation or otherwise the assets of the Company remaining after the payment of its liabilities shall be applied:-

- (a) first in distributing to the Preference Shareholders as a class an amount equal to £1,000,000 or, if the said assets shall be less than £1,000,000 such lesser amount, which amount shall be distributed to the Preference Shareholders pro rata according to the amounts paid up or credited as paid up on the Preference Shares held by them respectively together with a sum equal to any arrears deficiency or accruals of the dividends on the Preference Shares (including interest thereon) calculated down to and including the date of the return of capital and payable;
- (b) the balance of such assets shall be distributed amongst the Ordinary Shareholders pro rata according to the amounts paid up or credited as paid up on such shares held by them respectively but ignoring any premium paid for any such shares.

(C) **Voting**

- (1) Regulation 54 of Table A shall not apply to the Company. Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with these Articles, on a show of hands every Member who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy, shall have one vote, and on a poll every Member who is present in person or by proxy or (being a corporation) is present by a representative or by a proxy shall (except as hereinafter provided) have one vote for every £1 in nominal amount of Ordinary Shares in the capital of the Company of which he is the holder.
- (2) The Ordinary Shareholders shall be entitled to receive notice of and shall be entitled to attend either in person or by proxy any General Meeting of the Company and shall be entitled to vote at any such meeting on a poll on the basis of one vote for each such share held.
- (3) The holders of the Preference Shares shall be entitled to receive notice of and shall be entitled to attend either in person or by proxy any General Meeting of the Company but shall not be entitled to vote at any such meeting.

(D) **Provisions on a Sale**

In the event of a Sale, the first £1,000,000 of the aggregate consideration payable for the shares which are the subject of the Sale plus a sum equal to any arrears or accruals of the Fixed Dividend calculated down to the date of completion of the Sale (or if the said consideration is less than £1,000,000 the total amount of the aggregate consideration so payable) shall be paid to the holders of the Preference Shares pro rata according to the amounts paid up or credited as paid up on Preference Shares then held by them and the

balance of such aggregate consideration shall be paid to the holders of the Ordinary Shares pro rata according to the amounts paid up or credited as paid up on the Ordinary Shares then held by them but ignoring any premium paid for any such shares.

ALLOTMENT OF SHARES

4. (A) Shares comprised in the authorised share capital of the Company at the date of adoption of these Articles shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (C) below) allot, grant options over or otherwise deal with or dispose of the same, to such persons, on such terms and in such manner as they think fit; and
- (B) Shares that are not comprised in the authorised share capital of the Company at the date of adoption of these Articles and which the Directors propose to issue shall first be offered to the Members holding Ordinary Shares in proportion as nearly as may be to the aggregate number of existing Ordinary Shares held by them unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of Shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those Shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the Shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any Shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any Shares

released from the provisions of this Article by any such Special Resolution as aforesaid shall be under the control of the Directors who may allot, grant options over or otherwise dispose of the same to such persons, on such terms, and in such manner as they think fit, provided that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (B) shall have effect subject to Section 80 of the Act.

- (C) 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.
- (D) Subject to Article 4 the Directors are generally and unconditionally authorised for the purpose of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into Shares of the Company up to the amount of the authorised share capital of the Company at the date of adoption of these Articles at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any Shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

LIEN

- 5. The lien conferred by Regulation 8 in Table A shall attach also to fully paid-up Shares,

and the Company shall also have a first and paramount lien on all Shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder thereof or shall be one of two or more joint holders, for all monies presently payable by him or his estate to the Company. Regulation 8 in Table A shall be modified accordingly.

CALLS

6. 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 reasonable expenses that may have been incurred by the Company by reason of such non-payment".

TRANSFER OF SHARES

7.(A) The directors shall refuse to register any transfer of shares made in contravention of the provisions of Article 8 but shall not be entitled to refuse to register any transfer of Shares made under Article 7(B) or Article 9 or any transfer to which the consent in writing of all the members for the time being is given.

(B) Any member may during his lifetime transfer or by will bequeath or otherwise dispose of on death any Shares to or to trustees for the spouse or any child or remoter issue (including a child by adoption) of such member (a "Privileged Relation").

8.(A) Save for any transfer of Shares which the directors are not entitled to refuse to register as provided in Article 7 above, every Member (hereinafter called "the Vendor") who desires to transfer any Share or Shares ("the Sale Shares") shall give to the Company notice in

writing of such desire ("a Transfer Notice"). The Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to this Article none shall be sold ("a Total Transfer Provision") and any such provision shall be binding on the Company.

- (B) Within 14 days after the later of the receipt by the Company of a Transfer Notice or the determination of the Fair Value of the Sale Shares in accordance with Article 8(H) the Company shall forthwith offer the Sale Shares to the Company which shall have a period of 21 days during which the directors may resolve that
- (1) the Company shall purchase the Sale Shares at the Fair Value pursuant to the provisions of Part V of the Act, in which case the Chairman of the Board of Directors shall determine a timetable for such purchase and all parties and members shall adhere thereto; or
 - (2) the Company shall make or keep the Sale Shares available at the Fair Value for the persons referred to in Article 10.
- (C) Subject to Article 8(B), the Sale Shares shall thereafter be offered in one or more lots at the discretion of the directors to all the Members other than the Vendor at the Fair Value and the Transfer Notice shall constitute the Company the Vendor's agent for the sale of the Sale Shares.
- (D) If the Independent Accountant is asked to certify the Fair Value pursuant to article 8(H) his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Vendor and the Vendor shall be entitled by notice in writing given to the Company within ten days of the service upon him of the certified copy to cancel the Company's authority to sell the Sale Shares. The cost of obtaining the certificate shall be borne by the Company unless the Vendor shall

give notice of cancellation as aforesaid in which case the Vendor shall bear the said cost.

- (E) Upon the price being fixed as aforesaid and provided the Vendor shall not give notice of cancellation as aforesaid the Company shall forthwith offer the Sale Shares (and where the Sale Shares comprise shares of different classes, each class of the Sale Shares) to all Members (other than the Vendor) pro rata as nearly as may be in proportion to the existing numbers of Ordinary Shares held by such Members giving details of the number and price (being the Fair Value) and, where applicable, class of such Sale Shares. The Company shall invite each such Member as aforesaid to state in writing within twenty-one days from the date of the 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 but so that where the Sale Shares comprise shares of different classes any such invitation shall only be capable of acceptance in respect of a pro rata number of each such class of shares. If at the expiration of the said period of twenty-one days there are any Sale Shares offered which any of the Members hereinbefore mentioned has not so stated their willingness to purchase 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 pro rata as nearly as may be in proportion to existing numbers of Ordinary Shares (excluding any Sale Shares) then held by them which offer shall remain open for a further period of twenty-one days but again so that where the Sale Shares comprise shares of different classes any such offer shall only be capable of acceptance in respect of a pro rata number of each such class of shares.
- (F) If the Company shall pursuant to the above provisions of this Article find a Member or Members willing to purchase all or any of the Sale Shares the Vendor shall be bound upon receipt of the Fair Value to transfer the Sale Shares (or such of the same to which

the Company shall have found a purchaser or purchasers) to such persons and if the Vendor shall make default in so doing 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 as aforesaid PROVIDED always that if the Transfer Notice contained a Total Transfer Provision the foregoing provisions of this paragraph of this Article shall only apply in the circumstances that the Company shall have found a purchaser or purchasers for all the Sale Shares.

- (G) If the directors shall not have found a Member or Members willing to purchase all of the Sale Shares pursuant to the foregoing provisions of this Article the Vendor shall at any time within six months after the final offer by the Company to its Members be at liberty to sell and transfer such of the Sale Shares as have not been so sold to any person at a price being no less than the Fair Value PROVIDED always that if the Transfer Notice contained a Total Transfer Provision the Vendor shall at any time within six months after the final offer by the Company to its members be at liberty to sell and transfer all of the Sale Shares to any person at any price being no less than the Fair Value.
- (H) In this Article 8 "the Fair Value" shall be the fair value of the Sale Shares being either the price to be agreed upon by the Vendor and the directors or in the case of failure to agree a price within 28 days of delivery of the Transfer Notice at the price which the Independent Accountant (acting as an expert and not as an arbitrator) shall by writing under his hand certify to be in his opinion the fair value thereof on a going concern basis as between a willing seller and a willing buyer and ignoring any increase or reduction in

value which may be ascribed to the Sale Shares by virtue of the fact that they represent either a majority or a minority interest and so that where the Sale Shares comprise shares of different classes a separate Fair Value shall be certified in respect of the shares of each such class.

COMPULSORY TRANSFER OF SHARES

- 9(A) If an employee or director of the Company or any of its subsidiary undertakings or Peter Jeffreys ("a Relevant Individual") ceases for any reason (including death or bankruptcy) to be an employee or director of the Company or any of its subsidiary undertakings and is not continuing as either a director or employee of the Company or any of its subsidiary undertakings or (in the case only of Peter Jeffreys) fails to become a director or employee of the Company or of any member of the Group within 45 days of the date of the adoption of these Articles and the Relevant Individual is a holder of Shares (whether solely or jointly with any other person) and/or the Shares are held by a Privileged Relation or other permitted transferee of the Relevant Individual then the Board may within four months after the date on which the Relevant Individual ceases to be a director or employee as aforesaid or (in the case only of Peter Jeffreys) within four months after such date as is 45 days from the date of the adoption of these Articles (the date on which either such four month period commences to run being hereinafter called a "Cessation Date") determine in his/their absolute discretion that there shall be deemed to have been served a transfer notice ("a Compulsory Transfer Notice") by any of the holders of the Shares referred to in this Article (or their personal representatives in the case of their death) ("Compulsory Vendor") in respect of such number of their Shares (howsoever acquired) as the Board may decide ("the Compulsory Vendor Shares").

- (B) A Compulsory Transfer Notice deemed to have been given under this Article 9 shall be deemed to have been given on the date of notification by the Board to the Compulsory Vendor of their determination that a Compulsory Transfer Notice is deemed to have been given ("Deemed Notice Date").
- (C) The price for the Compulsory Vendor Shares shall be as follows:-
- (1) if the Relevant Individual is a "Bad Leaver", the price shall be the Market Value of the Compulsory Vendor Shares as at the Cessation Date, or, if less, the issue price (including any premium) of the Compulsory Vendor Shares;
 - (2) if the Relevant Individual is a "Good Leaver", the price shall be the Market Value of the Compulsory Vendor Shares.
- (D) For the purposes of Article 9(C):-
- (1) the "Market Value" shall, be the fair value thereof being the price agreed between the Compulsory Vendor and the directors or, in the case of failure to agree a price within 28 days of the Deemed Notice Date, at the price which the Independent Accountant (acting as an expert and not as an arbitrator) shall by writing under his hand certify to be in his opinion the fair value thereof on a going concern basis as between a willing seller and a willing buyer and ignoring any increase or reduction in value which may be ascribed to the Compulsory Vendor Shares by virtue of the fact that they represent either a majority or a minority interest but taking into account the effects on the Company of the employee or director in question ceasing to be or failing to become an employee or director as the case may be and so that where the Compulsory Vendor Shares comprises shares of different classes a separate Market Value shall be certified in respect of the Shares of each such class. The costs of obtaining the certificate shall be borne by

the Company. If the Independent Accountant is asked to certify the Market Value as aforesaid his certificate shall be delivered to the Company and as soon as the Company receives the certificate it shall furnish a copy thereof to the Compulsory Vendor;

(2) a "Good Leaver" is a Relevant Individual who ceases to be an employee and/or director:-

(a) prior to the third anniversary of the adoption of these Articles because of death, retirement or permanent incapacity entitling the Company or any of its subsidiary undertakings (as the case may be) to dismiss him or who is wrongfully dismissed or who is dismissed and such dismissal is found to have been unfair by any industrial tribunal or any appellant body thereof; or

(b) on or after the third anniversary of the adoption of these Articles for any reason.

(3) a "Bad Leaver" is a Relevant Individual who ceases to be an employee and/or director or (in the case only of Peter Jeffreys) who fails to become a director or employee within the time limit referred to in Article 9(A) and who is not a Good Leaver.

(E) Upon the price being fixed as aforesaid the Company shall forthwith offer the Compulsory Vendor Shares to the Company which shall have a period of 21 days during which the directors may resolve that;

(1) the Company shall purchase the Compulsory Vendor Shares at the price fixed as aforesaid pursuant to the provisions of Part V of the Act, in which case the Chairman of the Board of Directors shall determine a timetable for such purchase

and all parties and shareholders shall adhere thereto; or

- (2) the Company may resolve that the Company shall make or keep the Compulsory Vendor Shares available at the Market Value for the persons referred to in Article 10.
- (F) If the Company resolves not to purchase the Compulsory Vendor Shares, the Company shall offer the Compulsory Vendor Shares (other than to the Compulsory Vendor) in accordance with the procedure set out in Articles 8(C) to 8(H) and for the purposes of this Article 9 references in Articles 8(C) to 8(H) to Sale Shares shall be deemed to include Compulsory Vendor Shares and references to a Vendor shall include a Compulsory Vendor.
- (G) Without prejudice to Article 9(A) if a majority of the directors so resolve, they may at any time give notice to the legal personal representatives of a deceased member ("PR's") or the trustee in bankruptcy of a member ("Trustee in Bankruptcy") requiring such person to elect either to be registered himself or to give a Compulsory Transfer Notice in respect of the shares to which he/they become entitled in consequence of the death or bankruptcy of any member. If such notice is not complied with within 14 days from the date of such notice the directors may authorise some person to execute and deliver a transfer of the shares concerned to some person appointed by the directors as a nominee for the PR's or Trustee in Bankruptcy and issue to them certificates for the same whereupon the purchaser or purchasers shall become indefeasibly entitled thereto. In any such case the PR's or Trustee in Bankruptcy shall be bound to deliver up the certificates for the shares concerned to the Company.
- (H) For the avoidance of doubt where an individual is employed by and/or serves as a director of a company which is a subsidiary undertaking of the Company (as defined in

Section 736 of the Act) ("a Subsidiary") Article 9 shall apply upon that company ceasing to be a Subsidiary of the Company and the individual not continuing to be an employee or director of the Company or of any Subsidiary.

WAREHOUSING OF SHARES

10.(A) If a Transfer Notice is given pursuant to Article 8(B) or a Compulsory Transfer Notice is given or deemed to be given pursuant to Article 9 then the Board of Directors of the Company may within the 21 day period set out in Article 8(B) or 9(E) as the case may be give written notice to the Company (an "Employee Priority Notice") requiring that all or any of the shares to which such Transfer Notice or Compulsory Transfer Notice (as the case may be) relates should be made or kept available for a period not exceeding three months either for any person or persons who is or are existing directors and/or employees of the Company or of any of its subsidiaries or a person or persons (whether or not then ascertained) who it is proposed should be appointed as directors and/or employees of the Company or a Subsidiary whether or not in place of the person by whom the relevant Transfer Notice or Compulsory Transfer Notice was given or deemed to be given (a "New Employee") and stating the proportions in which such shares are to be offered to each New Employee and/or to the trustees of an employee benefit trust, and the provisions of Article 10(B) shall apply.

(B) If an Employee Priority Notice is given then in relation to the shares the subject thereof ("Employee Shares") the provisions of Article 8(B)(2) or Article 9(E)(2) (as the case may be) shall apply and the Employee Shares shall within 3 months thereafter either:-

- (1) be offered (in the case of shares to be transferred pursuant to a Transfer Notice) at the Fair Value or (in the case of shares to be transferred pursuant to a Compulsory

Transfer Notice) the price determined in accordance with Article 9 to the person(s) (and in the case of more than one, the proportions) specified in the Employee Priority Notice (conditional, in the case of any prospective director and/or employee upon the taking up of his proposed appointment with the Company or any of its Subsidiaries (if not then take up)); or

- (2) if the relevant Employee Priority Notice so requires, be offered (in the case of shares to be transferred pursuant to a Transfer Notice) at the Fair Value or (in the case of shares to be transferred pursuant to a Compulsory Transfer Notice) the price determined in accordance with Article 9 to the trustees of an employee benefit trust.

- (C) If on the expiry of 3 months after the date of the Employee Priority Notice any Employee Shares have not been transferred to a person or persons specified in Article 10(A) or the trustees of an employee benefit trust, such shares shall forthwith be offered by the Company (in the case of shares to be transferred pursuant to a Transfer Notice) in accordance with the provisions of Article 8(C) which, together with Articles 8(D) to 8(H) shall apply mutatis mutandis, or (in the case of shares to be transferred pursuant to a Compulsory Transfer Notice) in accordance with the provisions of Article 9(A) which, together with Articles 9(B) to 9(H) shall apply mutatis mutandis.

11. **Prohibited Transfers**

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

DRAG ALONG RIGHTS

- 12(A) No sale or transfer of Shares shall be made or registered if the same would result in a person or persons acting in concert who are not Members at the date of adoption of these Articles or any Connected Person (having the meaning ascribed to it in section 839 of The Income and Corporation Taxes Act 1988) of such persons ("Third Party Purchaser(s)") acquiring a Controlling Interest in the Company unless before the sale is made or the transfer is lodged for registration, the Third Party Purchaser(s) has made a written offer, which shall have remained open for at least 21 days, to purchase all the Shares in issue immediately before such sale or transfer for an aggregate consideration apportioned in accordance with Article 3(D);
- (B) If the holders of more than 50% of the Ordinary Shares ("the Majority Shareholders"), receive an offer from (a) Third Party Purchaser(s) to purchase the entire issued share capital of the Company the Majority Shareholders may by written notice to the Company require the Company to serve notices (each a "Compulsory Purchase Notice") on each of the other Members ("Minority Shareholders") requiring them to sell their Shares (simultaneously with the sale by the Majority Shareholders of their Shares) to the Third Party Purchaser(s) and the provisions of Article 3(D) shall then apply as regards the apportionment of the consideration offered by the Third Party Purchaser(s).

- (E) The Minority Shareholders shall complete the sale of all the Shares in respect of which a Compulsory Purchase Notice has been given at the same time that the Third Party Purchaser(s) completes the purchase of the shares from the Majority Shareholders. Any transfer pursuant to a Compulsory Purchase Notice shall not require the proposing transferor to give a Transfer Notice.
- (F) If a Minority Shareholder shall not have transferred his Shares to the Third Party Purchaser(s) against payment of the price therefor, the directors may authorise some person to execute and deliver on his behalf any necessary transfer in favour of the Third Party Purchaser(s) and the directors shall receive the consideration in respect of such shares and shall thereupon (subject to the transfer being duly stamped) cause the name of the member of the Purchasing Group to be entered into the register of members as the holder of the relevant shares. The Company shall hold the consideration in trust for the Minority Shareholder but shall not be bound to earn or pay interest thereon. The receipt of the Company for the consideration shall be a good receipt for the price of the relevant shares, but the Third Party Purchaser(s) shall not be discharged from procuring that the Company applies the money in payment to the Minority Shareholder against delivery by the Minority Shareholder of the certificate in respect of the shares or an indemnity in respect of the same. After the name(s) of the Third Party Purchaser(s) has been entered in the Register of Members of the Company in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.

PROVISIONS APPLICABLE TO GENERAL MEETINGS

- 13.(A) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Regulation 38 in Table A shall be modified accordingly.
- (B) All business shall be deemed special that is transacted at an Extraordinary General Meeting, and also all that is transacted at an Annual General Meeting, with the exception of the consideration of the accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.
- (C) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and notices of and other communications relating to any General Meeting which any Member is entitled to receive shall be sent to the Directors and to the Auditors for the time being of the Company. A proxy shall be entitled to vote on a show of hands or on a poll. A proxy may be appointed by any appropriate means which brings such appointment to the attention of or the Chairman of the Meeting at any time (including after the commencement of any General Meeting) and Regulation 62 of Table A shall be modified accordingly.
- (D) No business shall be transacted at any meeting unless a quorum is present at the time when the Meeting proceeds to business. Three persons entitled to vote upon the business to be transacted each being a member or a proxy for a member or a duly authorised representative of a corporation shall be a quorum. Regulation 40 in Table A shall not apply to the Company.
- (E) If a quorum is not present within half an hour from the time appointed for a General

Meeting the General 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 General Meeting a quorum is not present within half an hour from the time appointed therefor those present shall constitute a quorum.

- (F) Regulations 41 and 50 in Table A shall not apply to the Company.
- (G) A poll may be demanded by the Chairman or by any Member present in person or by representative or proxy and entitled to vote and Regulation 46 of Table A shall be modified accordingly.
- (H) A Member for whom a receiver, curator bonis or other person in the nature of a receiver or curator bonis has been appointed by a Court in England and Wales or Scotland having jurisdiction in that behalf on the ground that a Member is incapable by reason of mental disorder of managing and administering his property and affairs may vote, whether on a show of hands or on a poll, by the person so appointed and that person may appoint a proxy to vote on a show of hands or on a poll on behalf of the Member.
- (I) Any corporation which is a Member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of Members of the Company of which such corporation is a Member and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual Member of the Company. With respect to any such resolution in writing as is referred to in Regulation 53 of Table A in the case of a corporation which holds a share, the signature of any director or the secretary thereof shall be sufficient for the purposes of Regulation 53 of Table A.

PROVISIONS APPLICABLE TO DIRECTORS

14. Appointment

- (A) Regulation 64 in Table A shall not apply to the Company.
- (B) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whensoever the minimum number of Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Regulation 89 in Table A shall be modified accordingly.
- (C) The Directors shall not be required to retire by rotation and Regulations 73 to 80 (inclusive) in Table A shall not apply to the Company.
- (D) No person shall be appointed a Director at any General Meeting unless either:-
 - (i) he is recommended by the Directors; or
 - (ii) not less than fourteen nor more than thirty five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.
- (E) Subject to paragraph (D) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either

to fill a vacancy or as an additional Director.

- (F) 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, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (B) above as the maximum number of Directors for the time being in force.

15. **Alternate Directors**

- (A) In Regulation 67 of Table A the words "but, if" and the following words to the end of the Regulation shall be deleted.
- (B) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company 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, and the first sentence of Regulation 66 in Table A shall be modified accordingly.
- (C) A Director, or any such other person as is mentioned in Regulation 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote for every Director whom he represents in addition to his own vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

16. **Disqualification of Directors**

The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Regulation 81 in Table A shall be modified accordingly.

17. **Proceedings of Directors**

- (A) The quorum for the transaction of the business of the Directors shall be three. A person who holds office only as an alternate Director shall, if his appointor is not present, be counted in the quorum. Regulation 89 in Table A shall not apply to the Company.
- (B) If no quorum is present within fifteen minutes from the time appointed for the meeting the meeting shall be adjourned and re-convened for the same time and place not less than seven days later, when those Directors present shall constitute a quorum.
- (C) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.
- (D) Regulations 94 to 97 (inclusive) in Table A shall not apply to the Company.
- (E) Any Director or member of a committee of the Board may participate in a meeting of the Directors or such committee by means of conference telephone or

similar communications equipment whereby all persons participating in the meeting can hear each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

- (F) In the case of equality of votes, the Chairman shall not have a second or casting vote and Regulation 88 of Table A shall be modified accordingly.

INDEMNITY

18. (A) Every Director or other officer 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 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 judgment 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 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 the Act.

- (B) Regulation 118 in Table A shall not apply to the Company.