



Company No. 5570073

**NO 588 LEICESTER LIMITED**

We, being all the holders of the entire issued share capital of the Company hereby pursuant to Regulation 53 of 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 (being part of the Articles of Association of the Company) RESOLVE that the Resolutions set out below be and they are hereby respectively passed as written Ordinary Resolutions and as written Special Resolutions of the Company:-

**ORDINARY RESOLUTIONS**


1. That each of the issued and unissued ordinary shares of £1 each in the capital of the Company be and are hereby sub-divided into 100 shares of 1p each.
2. That the authorised share capital of the Company be and it is hereby increased from £100 to £1,543,000 by the creation of
  - 667,053 Ordinary shares of 1p each
  - 1,437,496 A Ordinary shares of 1p each
  - 87,952 B Ordinary Shares of 1p each.
  - 797,499 Preference shares of 1p each
  - 1,315,000 Redeemable Preference Shares of 1p eacheach such class of shares to have the respective rights set out in the Company's articles of association, as adopted by special resolution numbered 5 below.
3. That the Directors be and are hereby generally and unconditionally authorised, for the purposes of Section 80 of the Companies Act 1985 ("the Act") to allot and dispose of and grant options over relevant securities (within the meaning of the said Section 80) up to an aggregate nominal amount of £1,543,000 provided that this authority shall expire on the date which falls 5 years after the date hereof save that the Company may before such expiry make an offer or agreement which would or might require relevant


securities to be allotted after such expiry and the Directors may allot the relevant securities in pursuance of such offer or agreement as if the authority conferred hereby had not expired.

#### SPECIAL RESOLUTIONS

4. That the Directors of the Company be and are hereby empowered pursuant to Section 95 of the Act to allot equity securities (within the meaning of Section 94 of the Act) pursuant to the authority conferred by Ordinary Resolution 1 set out above as if subsection 1 of Section 89 of the Act did not apply to any such allotment provided that this power shall be limited to the allotment of equity securities up to an aggregate nominal amount of £1,543,000 and shall expire on the date which falls 5 years after the date hereof save that the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Board may allot equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.
5. That the new Articles of Association (and for the purpose of identification signed by the Chairman) be and the same are hereby approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association of the Company subsisting prior to the passing of this Resolution.

Dated this 22<sup>nd</sup> day of December 2005

  
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A. E. P. Smith

  
\_\_\_\_\_  
J. C. P. Smith

COMPANY NUMBER: 5570073

THE COMPANIES ACT 1985  
COMPANY LIMITED BY SHARES  
  
ARTICLES OF ASSOCIATION OF  
  
NO 588 LEICESTER LIMITED

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**THE COMPANIES ACT 1985**

**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

of

**NO 588 LEICESTER LIMITED**

as adopted by: *Special Resolution of 22<sup>nd</sup> December 2005*

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**PRELIMINARY**

- 1.1** The Regulations contained in Table A in the Schedule to The Companies (Tables A to F) Regulations 1985 (such Table being hereinafter referred to as "Table A"), shall apply to the Company, save in so far as they are excluded or varied hereby. Any reference in these Articles to "a Regulation" shall be to a regulation contained in Table A.
- 1.2** Regulations 24, 64, 94 and 118 shall not apply to the Company but the Articles hereinafter contained and the remaining Regulations as varied hereby, shall constitute the Articles of the Company.
- 2.** In these Articles "the Act" means the Companies Act 1985 including any statutory modification or re-enactment for the time being in force.

**PRIVATE COMPANY**

- 3.** The Company is a private company as defined by section 1 (3) of the Act, and accordingly:-
- 3.1** the Company shall not offer to the public (whether for cash or otherwise) any shares in or debentures of the Company; and
- 3.2** the Company shall not allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of such shares or debentures being offered for sale to the public; and sections 58 to 60 of the Act shall apply for the purposes of this Article as they apply for the purposes of the Act.

**CAPITAL**

- 4.1 At the date of the adoption of these Articles the authorised share capital of the Company is £1,543,000 divided into 677,053 Ordinary Shares of 1p each, 1,437,496 'A' Ordinary Shares of 1p each, 87,952 'B' Ordinary Shares of 1p each, 797,499 Preference Shares of 1p each and 1,315,000 Redeemable Shares of £1 each. The rights attached to the different classes of shares shall be as follows:

**4.1.1 As regards income**

The holders of the Preference Shares shall be entitled with effect from 1st January 2006 to be paid out of the profits of the Company available for dividend and resolved to be distributed in respect of any financial year for which the Company's accounts are made up a fixed preferential cumulative dividend in respect of each share of one half of one percent above Bank of Scotland base rate prevailing on the first day of the six month period in respect of which payment is to be made upon the amount being paid up thereon multiplied by 128. The Preference Shares shall rank for dividend in priority to any other shares or stocks of the Company for the time being in issue and the said dividends shall be payable half yearly in equal amounts on 30<sup>th</sup> June and 31<sup>st</sup> December in each year in respect of the half years ending 30<sup>th</sup> June and 31<sup>st</sup> December respectively.

**4.2 As regards capital**

On a return of assets on a liquidation or otherwise (but excluding the redemption of the Redeemable Shares in accordance with these Articles) the surplus assets of the Company remaining after the payment of its liabilities and available for distribution amongst the members shall be applied

4.2.1 first in paying to the holders of the Preference Shares the sum of £1.60 per share; and

4.2.2 (subject thereto) the balance of such assets shall belong to and shall be distributed amongst the holders of the "A" Ordinary Shares, "B" Ordinary Shares and the Ordinary Shares pro rata to the amounts paid up or credited as paid up on the same

**4.3 As regards voting and variation**

4.3.1 The holders of the Preference Shares shall not be entitled to receive notice of nor attend or vote at any general meeting of the members of the Company;

4.3.2 The "A" Ordinary Shares and Ordinary Shares shall be treated as one class of share for the purpose of voting and shall have one vote per share.

- 4.3.3 The holders of the "B" Ordinary Shares shall not be entitled to receive notice of nor attend or vote at any general meeting of the members of the Company

## SHARES

- 5.1 Any original shares for the time being unissued and any new shares from time to time to be created shall, before they are issued, be offered to the members in proportion, as nearly as may be, to the number of shares held by them. Such offer shall be made by notice specifying the number of shares offered and limiting a time (being not less than 7 days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of such time or on the receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the shares not accepted by him shall be offered to the other members in the proportions and on the like terms as are hereinbefore mentioned. If no such member accepts the shares so offered the directors may, subject to these Articles, dispose of the same in such manner as they think most beneficial to the Company. Subject as aforesaid, the directors may in like manner dispose of any such new or original shares as aforesaid which, by reason of the proportion borne by them to the number of persons entitled to such offer as aforesaid or by reason of any other difficulty in apportioning the same, cannot in the opinion of the Directors be conveniently offered in manner hereinbefore provided.
- 5.2 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.
- 5.3 The directors are generally and unconditionally authorised for the purposes 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 but unissued 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 adoption of these Articles 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.
6. **The Company** may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder in accordance with and subject to Sections 159 to 161 inclusive of the Act.
7. **The lien** conferred by Regulation 8 shall extend to fully paid shares and to all shares registered in the name of any person, indebted or under any liability to the Company, whether he is registered alone or jointly with any other persons.

## TRANSFER OF SHARES

- 8.1 **Subject** as in these Articles provided, any share may be transferred to any member of the Company and any share may be transferred by a member during his life, or by his

personal representatives on his death, to such member's father or mother, or to any lineal descendant of such member's father or mother, or to such member's spouse widow or widower (or to some person whom the directors accept as a partner of a member equivalent to the member's spouse, widow or widower), or to any trustees appointed by deed or will upon trust for the benefit of any such person, or by such trustees to new trustees, or by any such trustees to any such person as aforesaid, or on the death of a member may be registered in the names of such member's personal representatives.

- 8.2 A Share (whether Ordinary or Redeemable) shall not be transferred (otherwise than as provided in Article 8.1) unless it first be offered to the members in accordance with the provisions of Articles 8.3 to 8.8.
- 8.3 Every member who wishes to transfer his shares or any of them (hereinafter called "the Retiring Member") shall give notice in writing (hereinafter referred to as a "Sale Notice") to the directors that he desires to sell the same. Every Sale Notice shall specify the denoting numbers (if any) and the class of the shares which the Retiring Member desires to sell, and shall constitute the directors the agent of the Retiring Member for the sale of such shares (hereinafter referred to as "the Offered Shares") at the fair value (as hereinafter defined). Save as hereinafter provided no Sale Notice shall be withdrawn except with the sanction of the directors. A Retiring Member may not give a Sale Notice within twelve months of any previous Sale Notice given by him
- 8.4 For the purposes of this Article, the fair value of any Offered Share shall be such price as may be agreed between the Retiring Member and the directors. In default of such agreement within 21 days of the Sale Notice, the directors shall refer the matter to the auditors for the time being of the Company (acting as experts and not as arbitrators) to certify what in their opinion is the fair value of the Offered Shares. The directors shall endeavour to procure that the auditors shall certify the fair value within 30 days after the said question shall have been referred to them. For purposes of certifying the fair value and unless all the Ordinary Members shall otherwise agree the auditors shall assume that the Company will continue as a going concern and that the sale of the Offered Shares is as between a willing seller and a willing buyer but shall disregard the number of Offered Shares or the proportion they form of the total number of issued shares or of any class of shares. Any fees and expenses of the auditors in connection with such certificate shall be borne as to half by the Retiring Member and as to the remaining half amongst the purchasers (if any) of the Offered Shares in proportion to the number to be purchased by them respectively. If there are no such purchasers or if the Retiring Member gives a counter-notice pursuant to Article 8.5, such remaining half shall also be borne by the Retiring Member unless the directors shall resolve otherwise.
- 8.5 If the fair value determined as aforesaid is not acceptable to the Retiring Member he may give notice in writing to the directors within 14 days of the issue of the auditors' certificate as aforesaid to withdraw the Sale Notice. If the Retiring Member gives notice hereunder he shall, unless the directors resolve otherwise, bear the whole of the fees and expenses for the preparation of any such certificate as aforesaid.
- 8.6 If the Retiring Member has not given a notice withdrawing the Sale Notice pursuant to

Article 8.5 the directors shall forthwith, with a view to finding members willing to purchase the Offered Shares (hereinafter referred to as "Purchasing Members"), by notice (hereinafter referred to as an "Offer Notice") offer the Offered Shares at the fair value. Such offer shall be made to all the ordinary members (other than the Retiring Member and any ordinary member who at that time has or is deemed to have given a Sale Notice) as nearly as may be in proportion to their holdings of Shares in the Company. The Offer Notice shall specify the fair value and shall limit a time within which such offer if not accepted by notice in writing to the directors shall be deemed to be declined. The directors shall make such arrangements as they shall think just and reasonable as regards the finding of Purchasing Members for any of the Offered Shares not accepted by members to whom they shall in the first instance have been so offered as aforesaid. Purchasing Members shall state in writing whether they are willing to purchase any of the Offered Shares at the fair value and (if so) the maximum number thereof.

- 8.7 If the directors shall within 56 days after service of an Offer Notice find Purchasing Members in respect of all or any of the Offered Shares pursuant to the foregoing provisions of this Article they shall give notice thereof to the Retiring Member. If the directors shall have found Purchasing Members for some but not all of the Offered Shares, the Retiring Member may within 21 days of the receipt of such notice from the directors give a counter-notice in writing to the directors withdrawing the Sale Notice. If the directors shall have found Purchasing Members for all of the Offered Shares or if no such counter-notice shall have been given by the Retiring Member within the said period, the Retiring Member shall be bound upon receipt of the fair value to transfer the Offered Shares for which Purchasing Members have been found to such Purchasing Members.
- 8.8 If the Retiring Member fails to carry out the sale of any of the Offered Shares which he shall have become bound to transfer as aforesaid, the directors shall if so required by any Purchasing Member authorise some person to execute transfers of the same to the Purchasing Members on behalf of the Retiring Member and shall receive and give a good receipt for the purchase price of the same, and shall enter the names of the Purchasing Members in the Register of Members as holders thereof and issue to them certificates for the same and thereupon the Purchasing Members shall become indefeasibly entitled thereto. The Retiring Member shall in such case be bound to deliver up his certificates for the said shares and on such delivery shall be entitled to receive the said purchase price, without interest, and if such certificates shall comprise any shares which he has not become bound to transfer as aforesaid the Company shall issue to him a balance certificate for such shares.
- 8.9 If the Retiring Member shall not have given any notice to the directors pursuant to either of Articles 8.5 or 8.7 or if, through no default of the Retiring Member, the purchase of any of the Offered Shares shall not be completed within 21 days after the service on the Retiring Member of the notice provided for by Article 8.7, the Retiring Member at any time within 6 months after the expiry of the said 56 days from the date of the directors' notice under paragraph 8.7 may transfer to any person he may wish and at any price (not being less than the fair value) the Offered Shares in respect of which no Purchasing Member was found or in respect of which the sale was not completed as aforesaid.



- 8.10 Subject as mentioned in Article 8.1 the provisions of this Article shall apply mutatis mutandis to any person becoming entitled to any Share in consequence of the death or bankruptcy of a member who wishes either to transfer such share or to elect to be registered himself in respect thereof; any such election shall be treated in all respects as a transfer of the shares to which such election relates.
- 8.11 If any beneficial interest in any Shares in issue for the time being shall be disposed of or agreed to be disposed of in whole or in part in a manner which would not be permitted by these Articles if it were a legal transfer of legal ownership of such shares, then until such time as the holder of such shares can show to the reasonable satisfaction of the directors that the beneficial interest so disposed of has been re-vested in the holder of such shares or vested in some other person to whom the transfer of the legal ownership of such shares by such holder would be permitted under these Articles or that any agreement to dispose of any such beneficial interest has been terminated prior to the completion of any transfer of any such beneficial interest:-
- 8.11.1 no voting rights or consent required of such holder under these Articles shall be exercisable in respect of any such shares; and
- 8.11.2 no further shares of any class in the Company shall be issued in right of such shares or pursuant to any offer made to their holder; and
- 8.11.3 except in a liquidation, no payment shall be made of any sums due from the Company on such shares, whether in respect of capital or otherwise.
- 8.12 For the purpose of ensuring that no circumstances have arisen whereby the provisions of Article 8.11 shall take effect, the directors may from time to time require any member or the legal personal representatives of any deceased member to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request and until such information and evidence is so furnished the shares held by such member shall be disenfranchised and excluded from voting, dividends, capital distribution, or benefits.
9. **The Directors** may decline to register any transfer of a share which is not fully paid or on which the Company has a lien. They may in their absolute discretion and without assigning any reason therefor decline to register any transfer of a share to which Articles 8.1 to 8.8 do not apply. The Directors may not decline to register any transfer approved in writing by all the members.

### **PURCHASE OF OWN SHARES**

10. Subject to and in accordance with the provisions of the Act the Company may purchase any of its own shares of any class (including redeemable shares) at any price (whether above or below the nominal value of the shares), and make a payment in respect of such purchase of its own shares or purchase of any redeemable shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares within such

limits as may be specified by the Company in general meeting in compliance with the provisions of the Act and may enter into or vary any contract for such purchase. Any shares to be so purchased may be selected in any manner whatsoever. Every such purchase or contract providing for the purchase by the Company of shares in the Company shall be authorised by such resolution or resolutions of the Company as may be required by the Act. All shares so purchased shall be cancelled immediately upon completion of the purchase. Notwithstanding anything to the contrary contained in these Articles the rights and privileges attaching to any class of shares shall be deemed not to be modified or abrogated by anything done by the Company in pursuance of this Article. Regulation 35 of Table A shall not apply to the Company.

### PROCEEDINGS AT GENERAL MEETINGS

11. **Regulation 41** shall be read and construed as if there were added at the end thereof the words "and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting, the member or members present shall be a quorum".

### DIRECTORS

12. **Unless** otherwise determined by ordinary resolution the number of Directors shall not be less than one. If and so long as there is a sole Director, he may exercise all the powers and authorities vested in the Directors by these Articles and the quorum under Regulation 89 shall be one.
13. **A Director** need not hold any share qualification.
14. **Subject to** the provisions of the Act a Director (including an alternate director) may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a director. A Director shall also be capable of voting in respect of such contract or arrangement, where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company and the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered.
15. **The power** of the Company contained in section 719 of the Act to make provision for the benefit of persons employed by or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or its subsidiaries may be exercised by a resolution of the Directors of the Company. The Directors may exercise the powers contained in Regulation 87 in favour of employees and ex-employees of the Company and their respective families and dependants as well as in favour of the persons specified in such Regulation.
16. **Reference to** "meeting of the directors" in Regulation 88 shall be read and construed to include meeting either in person or by telephone or other electronic means provided that all parties to the meeting can hear each other.

17. A **resolution** in writing either of the directors (of which each of the directors entitled to receive notice of a meeting of directors has approved) or of a committee of directors (of which each of the members of the committee entitled to receive notice of a meeting of such committee has approved) either by signing the same (whether the same consists of one instrument or of several instruments in like form each signed by one or more directors or members as the case may be or by giving to the Company notice of his approval by letter or telecopy or other device for the transmission of written matter, shall be as valid and effective for all purposes as a resolution passed at a meeting of the directors or (as the case may be) of such committee duly convened and held. A resolution signed or approved by an alternate director need not also be signed or approved by his appointor and, if it is signed or approved by a director who has appointed an alternate director, it need not be signed by the alternate director in that capacity.

### **DISQUALIFICATION AND REMOVAL OF DIRECTORS**

18. **Regulation 81** shall be modified:-

18.1 by the deletion in paragraph (c) thereof of the words "either - (i)" to "1960, or (ii) and the inclusion therein after the words "property or affairs" of the words "and the directors pass a resolution that he has by reason of mental disorder vacated office";

18.2 by the deletion of paragraph (d) thereof and the inclusion in place thereof of the following:-

"(d) he resigns (but in the case of a director holding any executive office, subject to the terms of any contract between him and the Company) his office by written notice delivered to the registered office or to the Secretary of the Company or tendered to and accepted by a meeting of the directors .

### **BORROWING POWERS**

19. **The Directors** may exercise all the powers of the Company to borrow money, whether or not in excess of the nominal amount of the share capital of the Company for the time being issued, and to mortgage or charge all or any part or parts of its undertaking, property and uncalled capital, and (subject to compliance with the requirements of section 80 of the Act) to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

### **INDEMNITY**

20. Every director and other officer for the time being of the Company shall be entitled to be indemnified out of the assets of the Company against all losses, costs, charges, expenses and liabilities (including without prejudice to the generality of the foregoing any such liability as is mentioned in section 310 (3) (b) of the Act or any statutory modification, amendment or re-enactment thereof from time to time in force) which he may sustain or incur in or about the execution of his office and discharge or purported discharge of his

duties or otherwise in relation thereto and whether such duties are owed to the Company or to any other person whomsoever. 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 provided that this Article shall only have effect in so far as its provisions are not avoided by the said section 310. Regulation 118 of Table A shall be modified accordingly.