

COMPANY NUMBER: 00739567

**THE COMPANIES ACTS 1985 TO 1989
PRIVATE COMPANY LIMITED BY SHARES**

**RESOLUTION
of
IAN ALLAN GROUP LIMITED**

Passed 28 MARCH 2008

SATURDAY



At an Extraordinary General Meeting of the above-named Company duly convened and held on the *28* day of *March* 2008 the following Resolution was duly proposed and passed as a Special Resolution

SPECIAL RESOLUTION

THAT

- (1) 11,875 Ordinary Shares of £1 each in the capital of the Company, including all such shares currently in issue and registered in the names of David Ian Allan, Marc Ian Allan, Nicholas David Allan and Victoria Allan and in the joint names of Graham Wilson and Anthony Douglas Watkins (as trustees of the David Ian Allan Children's Settlement) be and they are hereby divided and converted into 47,500 "D" Shares of 25p each, such shares having the respective rights and being subject to the respective restrictions attaching thereto under the new Articles of Association of the Company adopted pursuant to paragraph 5 of this Resolution
- (2) 11,875 Ordinary Shares of £1 each in the capital of the Company, including all such shares currently in issue and registered in the names of Edwin Paul Allan, Benjamin Frederick Allan, Kate Bays Allan and Samuel Paul George Allan and in the joint names of Anthony Douglas Watkins and Graham Wilson (as trustees of the Edwin Paul Allan Children's Settlement) be and they are hereby converted into 47,500 "P" Shares of 25p each, such shares having the respective rights and being subject to the respective restrictions attaching thereto under the new Articles of Association of the Company adopted pursuant to paragraph 5 of this Resolution

- (3) 52,500 Founders Shares of 25p each, including all such shares in issue at the date hereof and registered in the name of David Ian Allan and in the joint names of Graham Wilson and Anthony Douglas Watkins (as trustees of the David Ian Allan Children's Settlement) be and they are hereby converted into 52,500 "D" shares to rank pari passu in all respects with the "D" shares created pursuant to paragraph (1) of this resolution having the respective rights and being subject to the respective restrictions attaching thereto under the new Articles of Association adopted pursuant to paragraph 5 of this Resolution
- 4 52,500 Founders Shares of 25p each, including all such shares in issue at the date hereof and registered in the name of Edwin Paul Allan and in the joint names of Graham Wilson and Anthony Douglas Watkins (as trustees of the Edwin Paul Allan Children's Settlement) be and they are hereby converted into 52,500 "P" shares to rank pari passu in all respects with the "P" shares created pursuant to paragraph (1) of this resolution having the respective rights and being subject to the respective restrictions attaching thereto under the new Articles of Association adopted pursuant to paragraph 5 of this Resolution
- 5 The regulations contained in the document produced to the meeting and initialled by the Chairman for the purpose of identification be adopted as the Articles of Association of the Company in substitution for and to the entire exclusion of the existing Articles of Association



Chairman

THE COMPANIES ACTS 1985 TO 2006

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

(Adopted by Written Resolution passed on 28th March 2008)

of

IAN ALLAN GROUP LIMITED

Barlow Robbins LLP
Concord House
165 Church Street East
Woking
Surrey
GU21 6HJ
65781-19 Articles of Association

THE COMPANIES ACTS 1985 TO 2006
PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

IAN ALLAN GROUP LIMITED

(Adopted by Written Resolution passed on 28th March 2008)

1 Preliminary

- (1) The regulations contained or incorporated in Table A in the First Schedule to the Companies Act 1948 shall not apply to the Company
- (2) The regulations contained in Table A ("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 the Companies Act 1985 (Electronic Communications) Order 2000 the Companies (Tables A to F) (Amendment) Regulations 2007 and the Companies (Tables A to F) (Amendment) (No 2) Regulations 2007) except as hereinafter provided and so far as not inconsistent with the provisions of these Articles, apply to the Company to the exclusion of all other regulations or articles of association. References herein to "regulations" are to regulations in Table A

2 Private company

The Company is a private company within the meaning of section 1(3) of the Companies Act 1985

3 Interpretation

- (1) In the first line of regulation 1, after the word "regulations" the words "and in any articles adopting in whole or in part the same" shall be inserted
- (2) In these Articles

- (a) unless the context otherwise requires, the following expressions have the following meanings

"the Act"	means the Companies Act 1985, including any statutory modification or re-enactment thereof in force on the date of adoption of these Articles and any provisions of the Companies Act 2006 for the time being in force,
-----------	---

"Additional Director"	means any director appointed and holding office from time to time pursuant to Article 17(3),
-----------------------	--

"Controlling Interest"	means an interest (within the meaning of Part I of Schedule 13 to the Act) in any shares in the capital of the Company conferring in the aggregate more than 50 per cent of the total voting rights conferred by all the shares in the capital of the Company from time to time in issue and conferring the right to vote at all general meetings of the Company,
------------------------	---

- "'D' Director" means any director appointed and holding office from time to time pursuant to Article 17(1),
- "'D' Shares" means the "D" Shares of 25p each in the share capital of the Company from time to time,
- "Deemed Transfer Notice" means a Transfer Notice deemed to be given under any provision of these Articles,
- "Ordinary Shares" means the "D" Shares and the "P" Shares together,
- "paid up" means, in relation to a share, paid up or credited as paid up,
- "'P' Director" means any director appointed and holding office from time to time pursuant to Article 17(2),
- "'P' Shares" means the "P" Shares of 25p each in the share capital of the Company from time to time,
- "Representatives" means, 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" means a share in the capital of the Company of whatever class, and
- "Transfer Notice" means a notice given by a member proposing to transfer all or part of its holding of shares (as the case may be) and includes, where the context admits, a Deemed Transfer Notice
- (b) words or expressions, the definitions of which are contained or referred to 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 adoption of these Articles,
- (c) words importing the singular include (where appropriate) the plural, words importing any gender include (where appropriate) every gender, and words importing persons include (where appropriate) bodies corporate and unincorporate, and (in each case) vice versa,
- (d) references to Articles are references to these Articles and references to paragraphs and sub-paragraphs are, unless otherwise stated, references to paragraphs of the Article or references to sub-paragraphs of the paragraph in which the reference appears, and
- (e) in relation to any member, references to any English legal term for any action, remedy, method of judicial proceeding, insolvency proceeding, event of incapacity, legal status, court, governmental or administrative authority or agency, official or any legal concept, practice or principle or thing shall in respect of any jurisdiction other than England where that member is domiciled, resident, incorporated or carries on business be deemed to include what most approximates in that jurisdiction to the English legal term concerned

4 Share capital

- (1) The authorised share capital of the Company at the date of adoption of these Articles is £50,000 divided into 100,000 "D" Shares and 100,000 "P" Shares. The "D" Shares and the "P" Shares shall be separate classes of shares and shall carry the respective voting rights and rights to appoint and remove directors and be subject to the restrictions on transfer hereinafter provided, but in all other respects shall rank *pari passu*.
- (2) Unless all the members otherwise agree in writing, any new shares issued to a holder of "D" Shares shall be "D" Shares and any new shares issued to a holder of "P" Shares shall be "P" Shares, including any new shares issued pursuant to regulation 110.
- (3) The Company shall not have power to issue share warrants to bearer.

5 Issue of new shares and alteration of share capital

- (1) Save with the prior written consent of the holder or holders of not less than three-fourths in nominal value of the 'D' Shares and the holder or holders of not less than three-fourths in nominal value of the 'P' Shares
 - (a) no shares may be allotted or issued to any person, and
 - (b) the Company shall not exercise any of the powers referred to in regulations 3, 32, 33, 34, 35 and 110.
- (2) Subject as aforesaid and subject to section 80 of the Act, all unissued shares shall be at the disposal of the directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper provided that no shares shall be issued at a discount.
- (3) Section 89(1) and sub-sections (1) to (6) of section 90 of the Act shall not apply to the Company.

6 Lien

The lien conferred by regulation 8 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 up 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. Furthermore, such lien shall extend to all amounts payable in respect of a share. The directors may resolve to exclude any share or any amount payable in respect of a share from the application of this Article. Regulation 8 shall be modified accordingly.

7 Calls

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 of the words "and all expenses that may have been incurred by the Company by reason of non-payment of the call".

8 Transfer of shares

- (1) 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 (whether subject to any condition precedent, condition subsequent or otherwise) to do any of such things except (but subject always to paragraph (6) and Article 12) as permitted by Articles 9 and 11

- (2) If a member at any time commits a breach of paragraph (1) in relation to any share he shall be deemed immediately prior to such breach to have given a Transfer Notice in respect of such share and must comply with the provisions of Article 10
- (3) For the purpose of ensuring that a particular transfer of shares is permitted under these Articles, any member may require the transferor or the person named as transferee in any transfer lodged for registration to furnish him and the directors with such information and evidence as such member may think reasonably necessary or relevant. Failing such information or evidence being furnished to the reasonable satisfaction of such member within a period of 28 days after such request, the directors shall, unless such member otherwise directs, refuse to register the transfer in question
- (4) 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 Article 10 shall apply accordingly
- (5) A Deemed Transfer Notice shall be deemed not to contain a Total Transfer Condition (as defined in Article 10) and shall not be revocable
- (6) The directors shall not refuse to register any transfer of a share which is permitted under these Articles but may in their absolute discretion decline to register any transfer of any share which would otherwise be permitted hereunder if it is a transfer
 - (a) of a share on which the Company has a lien,
 - (b) of a share (not being a fully paid share) to a person of whom they do not approve

The first sentence of regulation 24 shall not apply

- (7) 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
- (8) The election by the Representatives of a member to become the registered holder of any share pursuant to regulation 30 shall be permitted by the directors and shall not give rise to any obligation to serve a Transfer Notice in respect of such share. Regulation 30 shall be modified accordingly

9 Permitted transfers

- (1) For the purposes of this Article
 - (a) "privileged relation" in relation to a member means the member's lineal descendants, but for these purposes shall not include a spouse step-child or adopted child or illegitimate child of any member,
 - (b) "family trust" means, in relation to a member being an individual or a deceased member, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) which does not permit any of the settled

property or the income therefrom to be applied otherwise than for the benefit of (i) that member and/or a privileged relation of that member, or (ii) any charity or charities as default beneficiaries (meaning that such charity or charities have no immediate beneficial interest in any of the settled property or the income therefrom when the trust is created but may become so interested if there are no other beneficiaries from time to time except another such charity or charities), and no power of control over the voting powers conferred by any shares the subject of the trust is capable of being exercised by or subject to the consent of any person other than the trustees or such member or his privileged relations, and

- (c) "settlor" includes a testator or an intestate in relation to a family trust arising respectively under a testamentary disposition or an intestacy of a deceased member
- (2) A member being an individual (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any of the shares held by him
- (a) to a privileged relation, or
 - (b) to trustees to be held upon a family trust of such member
- (3) Where shares are held by trustees upon a family trust
- (a) such shares may on any change of trustees be transferred to the new trustees of that family trust,
 - (b) such shares may at any time be transferred to any person to whom under paragraph (2) the same could have been transferred by the settlor if he had remained the holder thereof, and
 - (c) if and whenever any such shares cease to be held upon a family trust (otherwise than in consequence of a transfer authorised by sub-paragraph (b)) or there cease to be any beneficiaries of that family trust other than a charity or charities, the trustees shall be deemed immediately to have given a transfer notice in respect of all their relevant shares, and
 - (d) for the purposes of this paragraph, the expression "relevant shares" means and includes (so far as the same remain from time to time held by the trustees) the shares originally transferred to the trustees and any additional shares issued or transferred to the trustees by virtue of the holding of the relevant shares or any of them
- (4) (a) Any member being a body corporate (not being in relation to the shares in question a holder thereof as a trustee of a family trust) may at any time transfer all or any shares held by it to a member of the same group (as hereinafter defined)
- (b) Where shares have been transferred under sub-paragraph (a) (whether directly or by a series of transfers thereunder) from a body corporate ("the Transferor Company", which expression shall not include a second or subsequent transferor in such a series of transfers) to a member of the same group ("the Transferee Company") and subsequently the Transferee Company ceases to be a member of the same group as the Transferor Company, the Transferee Company shall forthwith transfer the relevant shares (as hereinafter defined) to the Transferor Company, and failure so to transfer such shares within 28 days of the Transferee Company ceasing to be a member of the same group as the Transferor Company shall result in a

Transfer Notice being deemed immediately to be given in respect of the relevant shares

(c) For the purposes of this paragraph

(i) the expression "a member of the same group" means a company which is from time to time a holding company of which the Transferor Company is a wholly-owned subsidiary or a wholly-owned subsidiary of the Transferor Company or of any holding company of which the Transferor Company is a wholly-owned subsidiary, and

(ii) the expression "relevant shares" means and includes (so far as the same remain from time to time held by the Transferee Company) the shares originally transferred to the Transferee Company and any additional shares issued or transferred to the Transferee Company by virtue of the holding of the relevant shares or any of them

(5) A member may at any time transfer all or any of his shares

(a) to any other member holding shares of the same class, or

(b) in the case of a member being a nominee, to the person who is the beneficial owner or to a person to whom the beneficial owner, if he were registered as the holder, would have been entitled to transfer his shares in accordance with this Article, provided that the provisions of this paragraph shall not apply in circumstances where the beneficial ownership of the share in question became vested in the beneficial owner in contravention of any of the provisions of these Articles, or

(c) to any person with the prior written consent of all the other members

(6) The Representatives of a member may at any time transfer all or any of the shares to which they are entitled to any person to whom the registered holder would be permitted to transfer the same under these Articles

(7) If the Representatives of a member are permitted under these Articles to become registered as the holders of any of such member's shares and elect so to do, such shares may at any time be transferred by those Representatives to any person to whom under this Article the same could have been transferred by such member if he had remained the holder thereof, but no other transfer of such shares by the Representatives shall be permitted under this Article

(8) Unless all the members otherwise consent in writing, no transfer of any share permitted by this Article shall be made during the active period of any Transfer Notice or Deemed Transfer Notice in respect of such share (and for this purpose "active period" in respect of a given notice means the period from the time of its service until the time when no member has any further rights or obligations, directly or indirectly, pursuant to that notice)

10 Pre-emption rights

- (1) (a) Except for a transfer of shares which is permitted under these Articles as mentioned in Article 8(1), no share shall be transferred until the following conditions of this Article are complied with. Notwithstanding the preceding sentence, the following pre-emption provisions also apply in any case where these Articles specify that a Transfer Notice must be served or that a Deemed Transfer Notice has been served

- (b) Any member proposing to transfer a share ("the Proposing Transferor") shall give a Transfer Notice in writing to the directors that the Proposing Transferor desires to transfer such share. In the Transfer Notice, the Proposing Transferor shall specify
 - (i) the number and class of shares which the Proposing Transferor wishes to transfer ("the Transfer Shares") (which may be all or part only of the shares then held by the Proposing Transferor), and
 - (ii) whether or not the Proposing Transferor has received an offer from a third party for the Transfer Shares and, if so, the identity of such third party and the price offered for the Transfer Shares
 - (c) A Transfer Notice shall also state whether the Proposing Transferor wishes to impose a Total Transfer Condition (meaning a condition that unless all of the Transfer Shares are sold pursuant to the following provisions of this Article, none shall be so sold), but in the absence of such a statement, the Transfer Notice shall be deemed not to contain a Total Transfer Condition. Any two or more members shall be entitled to serve a joint Transfer Notice (meaning a notice signed by each of them specifying the shares which they wish together to transfer) containing a Total Transfer Condition and such notice shall for all the purposes of this Article take effect as if it were a single Transfer Notice and the Total Transfer Condition related to all the shares the subject of the joint Transfer Notice, but the obligations of those members thereunder or in respect thereof shall be several only in proportion to the number of Transfer Shares which they hold respectively
 - (d) The Transfer Notice shall constitute the Company (by its board of directors) as the agent of the Proposing Transferor empowered to sell the Transfer Shares (together with all rights attaching thereto at the date of the Transfer Notice or at any time thereafter) at the Transfer Price (as hereinafter defined) on the terms of this Article. Save as expressly provided otherwise in these Articles, a Transfer Notice shall be revocable at any time until the expiration of the Withdrawal Period (as hereinafter defined). If a Proposing Transferor revokes a Transfer Notice, he may not subsequently transfer the shares the subject of the Transfer Notice (or any interest therein) otherwise than in accordance with these Articles
- (2) Where a Transfer Notice is given in respect of more than one class of share, it shall be deemed for the purposes of this Article to comprise a number of separate Transfer Notices, one in respect of each such class. However, where the Proposing Transferor simultaneously serves Transfer Notices in respect of more than one class of shares, he may stipulate in such notices by reference to this paragraph of this Article that any Total Transfer Condition shall apply to all of such shares and not merely to one class only
 - (3) Within seven days after the receipt of any Transfer Notice, the directors shall serve a copy of that Transfer Notice on all the members other than the Proposing Transferor. In the case of a Deemed Transfer Notice, the directors shall similarly serve notice on all the members (including the Proposing Transferor), notifying them that the same has been deemed to have been given, within 3 months after (i) the date of the event giving rise to the Deemed Transfer Notice, or (ii) (if later) the date on which the directors (as a whole) actually became aware of such event
 - (4) Subject as provided otherwise in these Articles the Transfer Shares shall be offered for purchase (as hereinafter provided) at a price per Transfer Share ("the Transfer Price") determined in accordance with paragraph (5)
 - (5) The Transfer Price shall be such price as shall be agreed in writing between the Proposing Transferor and the directors (other than the Proposing Transferor, if he be a director) or in the absence of such agreement (whether by reason of disagreement,

absence, death or otherwise) within 21 days after the service of notices pursuant to paragraph (3), the Transfer Price will be determined by an independent chartered accountant of not less than seven years' standing ("the Expert"), who shall be nominated by agreement between all the directors or, failing such nomination, within 14 days after the request of any director to the others therefor nominated at the request of any director 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 the members.

The Expert will certify the open market value of the Transfer Shares as at the date of the Transfer Notice on the following assumptions and bases:

- (i) valuing the Transfer Shares as on an arm's 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 Transfer Shares are capable of being transferred without restriction, and
- (iv) valuing the Transfer Shares as a rateable proportion of the total market value of all the issued shares of the Company without any premium or discount being attributable to the class of the Transfer Shares or the percentage of the issued share capital of the Company which they represent.

If any difficulty shall arise in applying any of the foregoing assumptions or bases, such difficulty shall be resolved by the Expert in such manner as he shall in his absolute discretion think fit.

The Transfer Price shall be a sum equal to the open market value of the Transfer Shares determined as aforesaid, divided by the number of Transfer Shares. The Company will use all reasonable endeavours to procure that the Expert determines the Transfer Price within 21 days of being requested so to do.

- (6) If the determination of the Transfer Price is referred to the Expert, the date of determination of the Transfer Price ("the Determination Date") shall be the date on which the directors receive the Expert's determination of the Transfer Price in writing. If the Transfer Price is determined by written agreement between the Proposing Transferor and the directors as aforesaid, the Determination Date shall be the date on which such agreement is made.
- (7) Where the Expert has determined the Transfer Price as aforesaid, the Proposing Transferor shall be entitled, if the Transfer Price is not acceptable to him, (save as otherwise provided in these Articles) to revoke the Transfer Notice by giving notice in writing to the directors that he does so within a period of 14 days after the Determination Date (such period being herein referred to as "the Withdrawal Period").
- (8) The costs and expenses of the Expert in determining the Transfer Price and of his appointment shall be borne as to one half by the Proposing Transferor and as to the other half by the purchasers (as hereinafter defined) pro rata according to the number of Transfer Shares purchased by them unless (a) the Proposing Transferor shall revoke the Transfer Notice pursuant to paragraph (7), or (b) none of the Transfer Shares are purchased pursuant to paragraphs (9), (10) or (12), in either of which events the Proposing Transferor shall pay all of such costs and expenses.
- (9) Within 7 days after the Determination Date or, if the Transfer Notice is capable of being revoked, within 7 days after the expiry of the Withdrawal Period, the Transfer Shares shall be offered for purchase at the Transfer Price by the directors to those members who at

the date of the offer are registered as the respective holders of shares of the same class as the Transfer Shares (other than (a) the Proposing Transferor and (b) any member to whom under Article 11 shares may not be transferred) in proportion to the number of shares of that class then held by them respectively. Every such offer shall be made in writing and shall specify (a) the total number of Transfer Shares, (b) the number of Transfer Shares offered to the member ("Pro Rata Entitlement"), (c) whether or not the Transfer Notice contained a Total Transfer Condition, and (d) 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 Pro Rata Entitlement and for any shares in excess of such entitlement which he wishes to purchase.

Upon the expiry of the said offer period, the directors shall allocate the Transfer Shares in the following manner:

- (a) to each member who has agreed to purchase shares, his Pro Rata Entitlement or such lesser number of Transfer Shares for which he may have applied,
 - (b) if any member has applied for less than his 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 of the class then held by them respectively (but without allocating to any member a greater number of Transfer Shares than the maximum number applied for by him) and any remaining excess shall be apportioned by applying this sub-paragraph (b) without taking account of any member whose application has already been satisfied in full.
- (10) If and to the extent that the Transfer Shares are not accepted by a member or members holding shares of the same class as the Transfer Shares within the time limited for acceptance or if there are no other holders of shares of that class, the directors shall (in the former case) within 7 days after the expiration of such time as aforesaid (and in the latter case immediately), offer the Transfer Shares or so many thereof as have not been accepted as aforesaid (as the case may be) to members holding shares of the other class or classes (other than any member to whom under Article 11 shares may not be transferred) and the provisions of paragraph (9) shall apply mutatis mutandis to such offer (save that, in the case of competition, the Transfer Shares shall be sold to the acceptors in proportion to the aggregate nominal value of the shares then held by each of them respectively).
- (11) If any of the 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 shall think fit.
- (12) (a) If by the foregoing procedure the directors shall not receive acceptances from members in respect of all of the Transfer Shares within the period(s) of the aforesaid offer(s), they shall forthwith give notice in writing of that fact to all the members, whereupon the holders of at least three-quarters in nominal value of the issued shares of the Company (excluding the shares held by the Proposing Transferor) shall be entitled within 14 days of the date of service of that notice to nominate (by giving notice in writing to the directors signed by each such holder or on his behalf and which may consist of several notices in the like form) any person or persons (whether or not a member) who has expressed his willingness in writing to purchase all or any of those Transfer Shares in respect of which acceptances have not been received at the Transfer Price as the purchaser(s) of such Transfer Shares (and the directors shall be deemed to have made an offer of such shares accordingly), provided that if any such nominated purchaser shall fail to complete any such

purchase in accordance with this Article or to perform or discharge any of his other obligations hereunder, the members (other than those who did not sign the aforesaid notice(s)) shall be jointly and severally liable to complete such purchase in place of that nominated purchaser and to perform and discharge all such other obligations

- (b) If the Transfer Notice in question contained a Total Transfer Condition, no offer of Transfer Shares made by the directors pursuant to this Article shall be capable of acceptance until all of the Transfer Shares shall have been accepted by the members (or any of them) or any person or persons nominated pursuant to subparagraph (a). If by the foregoing procedure the directors shall not receive acceptances in respect of all the Transfer Shares within the period(s) of the aforesaid offer(s), they shall forthwith give notice in writing of that fact to the Proposing Transferor and none of the Transfer Shares will be sold to the members or any person or persons nominated as aforesaid
- (13) If, by the foregoing procedure, the directors shall receive acceptances (or nominations) in respect of all of the Transfer Shares, the directors shall forthwith give notice in writing as hereinafter mentioned to the Proposing Transferor and to the member or members who have agreed to purchase the same (or to the person or persons nominated pursuant to paragraph 12(a)) ("purchaser" or "purchasers") and the Proposing Transferor shall thereupon become bound upon payment of the Transfer Price to the Proposing Transferor (whose receipt shall be a good discharge to the purchaser, the Company and the directors therefor, none of whom shall be bound to see to the application thereof) to transfer to each purchaser those Transfer Shares accepted by him. Every such notice shall state the name and address of each purchaser, the number of 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 7 days nor more than 28 days after the date of the said notice and not being at a place outside England). Subject to the giving of such notice, the purchase shall be completed at the time and place appointed by the directors
- (14) If the Transfer Notice in question did not contain a Total Transfer Condition and if by the foregoing procedure the directors shall receive acceptances in respect of none or part only of the Transfer Shares within the period(s) of the aforesaid offer(s), they shall forthwith give notice in writing of that fact to the Proposing Transferor, and the Proposing Transferor shall thereupon become bound upon payment of the Transfer Price to transfer to each purchaser (if any) those Transfer Shares accepted by him and the provisions of paragraph (13) shall apply mutatis mutandis thereto
- (15) If a Proposing Transferor, having become bound to transfer any Transfer Shares pursuant to this Article, makes default in transferring the same, the directors may authorise some person (who is (as security for the performance of the Proposing Transferor's obligations) hereby irrevocably and unconditionally appointed as the attorney of the Proposing Transferor for the purpose) to execute the necessary instrument of transfer of such 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 with any necessary stamp duty) cause the transferee to be registered as the holder of such Transfer Shares and shall hold such purchase money on behalf of the Proposing Transferor. The Company shall not be bound to earn or pay interest on any money so held and shall not pay such money to the Proposing Transferor until he shall have delivered his share certificates (or an appropriate indemnity in respect of any lost certificates) to the Company. The receipt of the Company for 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 in the register of members in purported exercise of the aforesaid power the validity of the proceedings shall not be questioned by any person

- (16) (a) In this paragraph a "Relevant Event" means
- (i) in relation to a member being an individual
 - (aa) such member being adjudicated bankrupt, or
 - (bb) the happening of any such event as is referred to in paragraph (c) of regulation 81
 - (ii) a member making any voluntary arrangement or composition with his creditors,
 - (iii) in relation to a member being a body corporate
 - (aa) a receiver, manager, administrative receiver or administrator being appointed to such member or over all or any part of its undertaking or assets, or
 - (bb) such member entering into liquidation (other than a voluntary liquidation for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or
 - (cc) such member ceasing to be controlled (as defined by section 416 of the Income and Corporation Taxes Act 1988) by the person(s) who controlled such member on the date on which it became a member of the Company or on the date of adoption of these Articles (whichever shall be the later)
- (b) Upon the happening of any Relevant Event, the member in question shall be deemed to have immediately given a Transfer Notice in respect of all the shares as shall then be registered in the name of such member
- (c) If an individual, being a person who has transferred shares pursuant to Article 9(2) is adjudicated bankrupt the directors shall be entitled (but not obliged) to resolve that any member who has acquired shares from that person pursuant to Article 9(2) or 9(3) (whether directly or by a series of transfers) shall be deemed to have given a Transfer Notice in respect of all the shares as shall then be registered in the name of such member. Any such resolution, to be effective for the purpose, must be passed within 3 months after (i) the date of the event in question, or (ii) (if later) the date on which the directors (as a whole) actually become aware of such event, but for the purposes of paragraph (3), the directors shall serve the notice therein specified within 7 days of the passing of their resolution
- (d) If the Relevant Event shall be the bankruptcy of a member, or the directors resolve that a Transfer Notice shall be deemed to be served pursuant to sub-paragraph (c) by reason of the bankruptcy of a person, and if any of the shares which are offered pursuant to the Deemed Transfer Notice shall not be sold to the members or any person or persons nominated pursuant to paragraph (12)(a) ("the Unsold Shares"), after the expiration of the period during which the Unsold Shares might have been purchased by a member or members or person or persons nominated as aforesaid pursuant thereto, the Representatives of the member in question shall be entitled to elect at any time before the shares are disposed of by them to be registered themselves as the holders of the Unsold Shares (but so that such election shall not give rise to any obligation to serve a Transfer Notice in respect of the Unsold Shares)
- (17) An obligation to transfer a share under the provisions of this Article shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance

- (18) The provisions of this Article may be waived in whole or in part in any particular case with the prior written consent of the holder or holders of not less than three-fourths in nominal value of the 'D' Shares and the holder or holders of not less than three-fourths in nominal value of the 'P' Shares
- (19) If, under any of the provisions of this Article, any members become jointly and severally liable to complete the purchase of any Transfer Shares in place of any nominated purchaser, as between such members each of them shall purchase such number thereof as shall bear to the total number of Transfer Shares in question the same proportion as the number of shares held by such member at the date of the relevant nomination bore to the total number of shares then held by all such members

11 Transfers – Change of Control

- (1) Notwithstanding anything to the contrary contained in these Articles no sale or transfer (excluding for the avoidance of doubt the purchase or cancellation of any shares by the Company) of any shares ("the Specified Shares") to any person, firm or company who is unconnected with any shareholder in the Company (the "Third Party Purchaser") which would result, if made and registered, in the Third Party Purchaser obtaining a Controlling Interest in the Company shall be made or registered without the Third Party Purchaser or his nominees or agent having made an offer ("the Controlling Interest Offer") to purchase all the other issued shares on similar terms at the Specified Price (as hereinafter defined) which offer every member shall be bound within 14 days of the making of the Controlling Interest Offer to accept or reject in writing (and in default of so doing shall be deemed to have rejected the Controlling Interest Offer)
- (2) (a) In the event that the holder or holders of not less than four fifths in nominal value of the 'D' shares and the holder or holders of not less than four fifths in nominal value of the 'P' shares ("the Selling Shareholders") agree to sell or transfer all their shares to a Third Party Purchaser then (provided that the Third Party Purchaser has made a Controlling Interest Offer in accordance with Article 11(1)) the holder or holders of the remaining shares in the capital of the Company of whatever class (including the holders of any rights to acquire shares in the capital of the Company) shall notwithstanding any other provisions of these Articles be deemed to have consented to such sale and to have waived their rights of pre-emption under Article 10 and the Selling Shareholders shall have the option ("the Drag Along Option") to require all such remaining members ("the Called Shareholders") to transfer all (but not some of) their shares to the Third Party Purchaser
- (b) The Selling Shareholders shall give notice to the Company and all the Called Shareholders of their intention to transfer their shareholding in the Company to the Third Party Purchaser and the price at which such shares are to be sold and may only exercise the Drag Along Option and/or transfer such shares within 14 days after giving such notice (that 14 day period being called "the Drag Along Option Period")
- (c) The Selling Shareholders may only exercise the Drag Along Option by giving notice to that effect ("the Drag Along Notice") to the Called Shareholders during the Drag Along Option Period specifying that the Called Shareholders are required to transfer their shares pursuant to this Article ("the Called Shares") and the price per share to be paid by the Third Party Purchaser in respect of their shares such price being the Specified Price determined in accordance with Article 11(2)(f)
- (d) The Drag Along Notice shall be deemed served
- (i) in respect of all shares in the capital of the Company which are then held by the Called Shareholders, at the date of the Drag Along Notice, and

- (ii) in respect of any shares in the capital of the Company which the Called Shareholders are entitled to acquire, after the date of the Drag Along Notice, by reason of any rights conferred upon them
- (e) A Drag Along Notice, once given, is irrevocable but both the notice and all obligations under the notice will lapse if for any reason the Selling Shareholders do not transfer all of their shares to the Third Party Purchaser within the period specified in Article 11(2)(h)
- (f) For the purposes of Article 11(1) above the **Specified Price** shall mean the price per share offered for the Specified Shares and all other issued shares and for the purposes of Article 11(2)(c) above shall mean the price per share at which the Selling Shareholders have agreed to sell or transfer their shares to the Third Party Purchaser and so that in each such case the price payable for the entire issued share capital of the Company shall be apportioned equally between all of the issued and fully paid shares in the Company as if they constituted one class of share and pro rata for partly paid shares
- (g) Upon the exercise of the Drag Along Option in accordance with this Article, each of the Called Shareholders shall be bound to sell his Called Shares at the Specified Price
- (h) Completion of the sale of the Called Shares shall take place on the date specified for that purpose by the Selling Shareholders to the Called Shareholders except that
 - (i) the Selling Shareholders may not specify a date that is less than 14 days after the date of the Drag Along Notice,
 - (ii) subject to sub-paragraph (i) the date so specified by the Selling Shareholders shall be the same date as the date proposed for completion of the sale of the Selling Shareholders' shares, and
 - (iii) for shares acquired by the Called Shareholders after the date of the Drag Along Notice under Article 11(2)(d), the date shall be the date such shares are acquired by them following the exercise of such rights,

unless all of the Called Shareholders and the Selling Shareholders agree otherwise

- (3) If a member having accepted the Controlling Interest Offer pursuant to Article 11(1) fails to transfer his holding or a Called Shareholder, in default of Article 11(2)(g) fails to transfer his holding, then the provisions of Article 10(15) shall apply mutatis mutandis

12 Prohibited transfers

Notwithstanding anything else contained in these Articles, no share shall be issued or transferred to any infant, bankrupt or person of unsound mind

13 Proceedings at general meetings

- (1) No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Two members present in person or by proxy shall be a quorum, of which one shall be or represent a holder of any of the "D" Shares and the other shall be or represent a holder of any of the "P" Shares. Regulation 40 shall not apply

- (2) If within half an hour from the time appointed for a general meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved, in any other case it 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 all the members may agree in writing) If at any adjourned meeting such a quorum is not present within half an hour from the time appointed for the adjourned meeting, any two members present in person or by proxy shall be a quorum Regulation 41 shall not apply
- (3) In regulation 44 the words "of the class of shares the holders of which appointed him as director" shall be substituted for the words "any class of shares in the Company"
- (4) At any general meeting a poll may be demanded by any member present in person or by proxy and entitled to vote Regulation 46 shall be modified accordingly
- (5) An instrument appointing a proxy may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative
- (6) The instrument appointing a proxy to vote at a meeting shall be deemed also to confer authority to vote on a poll on the election of a chairman and on a motion to adjourn the meeting
- (7) The chairman of a general meeting shall not be entitled to a second or casting vote Regulation 50 shall not apply

14 Written resolutions

Any written resolution of the members may, in the case of a corporation, be signed on its behalf by a director or the secretary thereof or by its duly appointed attorney or duly authorised representative

15 Votes of members

- (1) Subject as provided below in this paragraph and to any other special rights or restrictions as to voting attached to any shares by or in accordance with these Articles, every member who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative, not being himself a member entitled to vote, shall have (whether on a show of hands or on a poll) one vote for every share of which he is the holder, provided that
 - (a) no shares of either class shall confer any right to vote upon a resolution for the removal from office of a director appointed by holders of shares of the other class, and
 - (b) if at any meeting any holder of "D" shares or any holder of "P" Shares is not present in person or by proxy or (being a corporation) by a duly authorised representative, the votes exercisable in respect of the "D" Shares or, as the case may be, the "P" Shares held by members present in person or by proxy or by a duly authorised representative shall be pro tanto increased so that such shares shall together entitle such members to the same aggregate number of votes as could be cast in respect of all the "D" Shares or, as the case may be, all the "P" Shares, if all the holders of

shares of that class were present in person

- (2) Regulation 54 shall not apply

16 Alternate directors

- (1) Any director (other than an alternate director) may at any time appoint another director or any person approved by the directors to be an alternate director and may at any time terminate such appointment. Any such appointment or termination of appointment shall be effected as provided in Article 17(4). The same person may be appointed as the alternate director of more than one director.
- (2) 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.
- (3) 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 of the relevant class. 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 meeting 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.
- (4) 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.
- (5) Regulations 65 to 69 shall not apply.

17 Appointment and retirement of directors

- (1) The holder or holders of not less than three-fourths in nominal value of the "D" Shares shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in the place of a director so removed. Any director so appointed shall be a "D" Director.
- (2) The holder or holders of not less than three-fourths in nominal value of the "P" Shares shall be entitled by notice in writing to the Company to appoint one director and by like notice to remove such director and at any time and from time to time by like notice to appoint any other person to be a director in place of a director so removed. Any director so appointed shall be a "P" Director.
- (3) The holder or holders of not less than three-fifths in nominal value of the "D" Shares and the holder or holders of not less than three-fifths in nominal value of the "P" Shares shall be entitled together by notice in writing to the Company to appoint one or more additional directors and by like notice to remove any such additional director and at any time and

from time to time by like notice to appoint any other person to be a director in place of an additional director so removed Any director so appointed shall be an Additional Director

- (4) A notice of appointment or removal of a director pursuant to this Article shall take effect upon lodgement at the office or on delivery to a meeting of the directors or on delivery to the secretary
- (5) Every director appointed pursuant to this Article shall hold office until he is either removed in the manner provided by this Article or dies or vacates office pursuant to regulation 81 (as modified by Article 20) and neither the Company in general meeting nor the directors shall have power to fill any such vacancy
- (6) Any director appointed pursuant to this Article shall be at liberty from time to time to make such disclosure to his appointor(s) as to the business and affairs of the Company and its subsidiaries as he shall in his absolute discretion determine
- (7) During periods when there are, for whatever reason, no "D" Directors or, as the case may be, no "P" Directors
 - (a) Article 22 shall not apply, and
 - (b) any matter which under these Articles requires the approval, agreement or consent of the "D" Directors or, as the case may be, the "P" Directors (or any of them) shall not require such approval, agreement or consent

18 The directors shall not be subject to retirement by rotation and accordingly regulations 73 to 75 shall not apply and all other references in the regulations to retirement by rotation shall be disregarded

19 No director shall be appointed otherwise than as provided in these Articles Regulations 76 to 80 shall not apply

20 Disqualification and removal of directors

Regulation 81 shall be modified by deleting paragraph (e) thereof The office of a director shall also be vacated if he shall be removed from office as hereinbefore provided

21 Pensions

The directors may give or award pensions, annuities, gratuities and superannuation or other allowances or benefits to any employees or ex-employees and to officers and ex-officers (including directors and ex-directors) of the Company or its predecessors in business or of any holding company or subsidiary of the Company or to the relations or dependants of any such persons and may establish, support and maintain pensions, superannuation or other funds or schemes (whether contributory or non-contributory) for the benefit of any such persons and/or their relations or dependants or any of them Any director shall be entitled to receive and retain for his own benefit any such pension, annuity, gratuity, allowance or other benefit and may vote as a director in respect of the exercise of any of the powers by this Article conferred upon the directors notwithstanding that he is or may become interested therein Regulation 87 shall not apply

22 Proceedings of directors

- (1) Except during periods when there are, for whatever reason, no "D" Directors or no "P" Directors

- (a) the quorum for the transaction of the business of the directors shall be two, of whom one shall be a "D" Director and one a "P" Director, and
 - (b) any committee of the directors shall include at least one "D" Director and one "P" Director and the quorum for the transaction of the business of any such committee shall be two of whom one shall be a "D" Director and one a "P" Director
- (2) In the event that at any duly convened meeting of the directors or of any committee of the directors the meeting is not quorate or if during the meeting such a quorum ceases to be present, the meeting shall be 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 a "D" Director and a "P" Director may agree in writing) and at such adjourned meeting the quorum shall be any two directors
 - (3) The chairman of any meeting of the directors or of any committee of the directors shall not be entitled to a second or casting vote Regulation 88 shall be modified accordingly
 - (4) All or any of the members of the board of directors or any committee of the board may participate in a meeting of the board or that committee by means of conference telephones or any communication equipment which allows all persons participating in the meeting to hear each other A person so participating shall be deemed to be present in person at the meeting and shall be entitled to vote or 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 is then present

23 Notice and Records of Directors Meetings

- (1) Unless otherwise agreed in writing by a "D" Director and a "P" Director in any particular case, at least 5 clear days' notice in writing shall be given to each director of every meeting of the directors, except any absent from the United Kingdom from time to time who have (a) (in the case of a director) nominated an alternate, or (b) failed to furnish the Company with an address abroad to which such notices may be forwarded The third sentence of regulation 88 shall not apply to the Company
- (2) Regulation 111 shall be read as if the words "(other than a notice calling a meeting of the directors)" were deleted therefrom
- (3) Each such notice shall (a) be sent to the address notified from time to time by each director to the secretary (or, if there is none at that time, the chairman) as his address for the service of such notices (or if no address has been so supplied, to his last known address), (b) contain an agenda specifying in reasonable detail the matters to be discussed at the relevant meeting, (c) be accompanied by any relevant papers for discussion at such meeting, and (d) if sent to an address outside the United Kingdom, be sent using electronic communications
- (4) Except as may be agreed by a "D" Director and a "P" Director in any particular case, no business or resolution shall be transacted or passed at any meeting of the directors except as was fairly disclosed in the agenda for such meeting
- (5) Appropriate complete minutes of each meeting of the directors shall be maintained by the Company and copies thereof distributed to the directors as soon as reasonably practicable after the meeting shall have been held

24 Directors Interests

A director who is in any way whether directly or indirectly interested in a transaction or arrangement or proposed transaction or arrangement with the Company may (subject to having declared the nature and extent of this interest) vote in respect of any such transaction or arrangement or proposed transaction or arrangement or any matter arising thereout and if he does so vote his vote shall be counted and he shall be capable of constituting a quorum at any meeting of the directors at which any such transaction or arrangement or proposed transaction or arrangement shall come before the board of directors for consideration and may retain for his own absolute use and benefit all profits and advantages directly or indirectly accruing to him thereunder or in consequence thereof Regulations 94 to 97 shall not apply

25 Borrowing powers

The directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and subject as otherwise provided in these Articles 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

26 Accounts and information

Every member shall be entitled, either himself or through his agents duly authorised in writing, during the Company's normal hours of business to inspect and take copies of the books of account and all other records and documents of the Company and each of its subsidiaries on giving not less than 48 hours written notice to the secretary (or, if there is none at that time, the chairman) The Company shall give each such member all such facilities as he may reasonably require for such purposes, including the use of copying facilities The Company may make a reasonable charge for any copies taken but otherwise shall not charge for any facilities requested as aforesaid Regulation 109 shall not apply

27 Indemnity and insurance

- (1) Subject to the provisions of and so far as may be permitted by law, every director, auditor, secretary or other officer of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto, including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court Regulation 118 shall not apply
- (2) The Company may purchase and maintain for any officer or auditor of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company

28 Overriding provisions

Where the approval, agreement or consent of any member or director is required under any provision of these Articles to any particular matter, such approval, agreement or consent may be given subject to such terms and conditions as that member or director may require and any

breach of such terms and conditions shall ipso facto be deemed to be a breach of these Articles

29 Company seal

The Company need not have a company seal and pursuant to section 36A of the Act may execute and deliver any document as a deed under the signature of any two directors or of one director and the secretary. A certificate in respect of any shares or other securities in the Company shall be validly issued if it is executed as a deed as aforesaid

30 Representatives

These Articles shall be binding upon and (except as otherwise provided herein) shall enure for the benefit of each member's Representatives