

**Company No. 1647723**

**THE COMPANIES ACT 1985**

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**PRIVATE COMPANY LIMITED BY SHARES**

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**ARTICLES OF ASSOCIATION**

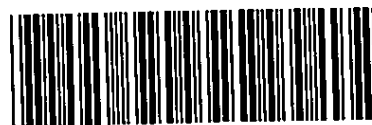
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**RICHMOND SHELF COMPANY LIMITED**

(Adopted by Special Resolution dated 3rd July 2006)

(Amended by Special Resolution passed on 8th May 2014)

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## **PRIVATE COMPANY LIMITED BY SHARES**

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### **ARTICLES OF ASSOCIATION**

#### **RICHMOND SHELF COMPANY LIMITED**

(Adopted by Special Resolution dated 3rd July 2006)

(Amended by Special Resolution passed on 8th May 2014)

#### **1 Preliminary**

The regulations contained in Table A to any Companies Act or Companies (Consolidation) Act prior to the Companies Act 1985 shall not apply to the Company. The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these Articles (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied by these Articles and such regulations (save as so excluded or varied) and these Articles shall be the regulations of the Company.

Regulations 40, 73 to 77 (inclusive), 80, 90, 94 to 98 (inclusive) and 118 of Table A shall not apply to the Company.

#### **2 Interpretation**

In these Articles and in Table A the following expressions have the following meanings unless inconsistent with the context.

**the Act:** the Companies Act 1985 including any statutory modification or re-enactment thereof for the time being in force,

**these Articles:** these Articles of Association, whether as originally adopted or as from time to time altered by special resolution;

**'B' Special Reserve:** has the meaning given to that expression in Article 5,

**clear days:** in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

**the directors:** the directors for the time being of the Company or (as the context shall require) any of them acting as the board of directors of the Company,

**Employees' Share Scheme:** has the meaning given to that expression by section 743 of the Act,



**executed:** includes any mode of execution,

**the holder:** in relation to shares means the member whose name is entered in the register of members as the holder of the shares,

**office:** the registered office of the Company;

**Requisite Ordinary Shareholder Consent:** the prior consent of the holders of not less than 75 per cent in nominal value of all the Ordinary Shares. Such consent may be given either in a meeting or in writing;

**Requisite 'B' Shareholder Consent:** the prior consent of the holders of a majority in a nominal value of the 'B' Shares. Such consent may be given either in a class meeting or in writing,

**Requisite Preferred Shareholder Consent:** the prior consent of the holders of a majority in nominal value of the Preferred Shares. Such consent may be given either in a class meeting or in writing,

**Seal:** the common seal of the Company (if any),

**Secretary:** the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary,

**Share:** includes any interest in a share,

**Special Dividend:** has the meaning given to the expression in Article 5,

**Table A:** has the meaning given to that expression in Article 1 above,

**the United Kingdom:** Great Britain and Northern Ireland.

Unless the context otherwise requires, words or expressions contained in these Articles and in Table A shall bear the same meaning as in the Act but excluding any statutory modification thereof not in force when these Articles become binding on the Company. Regulation 1 of Table A shall not apply to the Company

### **Share Capital**

The authorised share capital of the Company at the time of the adoption of these Articles is £1,107,708 divided into 6,270,464 A Ordinary Shares of 5 pence each (the "A' Shares"), 310,296 B Ordinary Shares of 5 pence each (the "B' Shares") (the 'A' Shares and the 'B' Shares being collectively the "Ordinary Shares") and 778,670 Redeemable Preferred Ordinary Shares of £1 00 each (the "Preferred Shares")



4           **Rights of the Shares**

- 4.1           The special rights and restrictions attached to and imposed respectively upon the Ordinary Shares and the Preferred Shares are as set out in Articles 6 to 10 2 below.
- 4.2           The special rights and restrictions attached to and imposed upon the 'B' Shares (in addition to those attached to them as Ordinary Shares) are as set out in Articles 5 and 10 3 below
- 4.3           The special rights and restrictions attached to and imposed upon the 'B' Shares shall determine in accordance with the provisions of Article 5 7
- 4.4           Save only as expressly provided in Articles 5 and 10 below, the 'A' Shares and 'B' Shares shall rank pari passu in all respects and shall be deemed to constitute a single class of Ordinary Shares

5           **Income - Special Dividend**

- 5.1           On each Payment Date the Company shall credit to a fund for the benefit of the holders of the 'B' Shares ("the 'B' Special Reserve") a sum equal to forty per cent (40%) of the Net Tax Benefits for the relevant financial year.
- 5.2           At the end of any calendar month during which there has at any time been a credit balance in the 'B' Special Reserve the Company shall credit to the B' Special Reserve a further sum equal to notional interest thereon calculated at the rate of three per cent per annum above the base lending rate from time to time of the Governor and Company of the Bank of Scotland calculated on a daily basis in respect of the month then ending provided that no such credit shall be made in respect of any sum which was debited to the 'B' Special Reserve within one Business Day of being credited thereto.
- 5.3           The 'B' Shares shall confer on the holders thereof the right to receive (in priority to any right of the holders of any other class of shares in the Company) a net cash cumulative preferred dividend ("the Special Dividend") of a sum equal to any amount from time to time credited to the 'B' Special Reserve (excluding any associated tax credit)
- 5.4           The Special Dividend shall (subject to and to the extent that the Company has profits available for distribution on the date for payment) be payable forthwith on the amount thereof being credited to the 'B' Special Reserve and thereupon and to that extent ipso facto become a debt due from and immediately payable by the Company (without any resolution or recommendation of the directors resolution of the Company in general meeting or Requisite Shareholder Consent and notwithstanding regulations 102 to 108 inclusive of Table A or any other provisions of these Articles).
- 5.5           In the event that any amount of Special Dividend is not paid on the due date because the Company has insufficient profits available for distribution it shall be paid as soon as the Company is lawfully entitled to pay it and shall be paid in priority to the payment of any other dividend and as and when and to the extent that it can be so paid it shall at that time and to that extent ipso facto become a

debt due from and immediately payable by the Company in like manner as under Article 5.4

- 5 6 On the payment of any Special Dividend by the Company the amount so paid shall be debited to the 'B' Special Reserve.
- 5 7 The special rights of the holders of 'B' Shares in respect of the 'B' Special Reserve and to the Special Dividend shall determine when
- 5 7 1 the Windsor Tax Relief has ceased to be available to the Group for utilisation in respect of the Windsor Trade or has all been so utilised (whichever is the earlier), and
- 5.7.2 no credit balance remains on the B' Special Reserve
- 5 8 The Special Dividend shall be distributed amongst the holders of 'B' Shares pro rata to the number of 'B' Shares held by them on the due date for payment of the Special Dividend
- 5 9 The Company shall procure that any subsidiaries it may have at any relevant time shall from time to time whether by way of dividend reduction of capital liquidation or otherwise declare and pay to the Company sufficient of their profits as may be necessary to permit lawful and prompt payment by the Company of the Special Dividend.
- 5 10 The Company shall provide promptly to any holder of 'B' Shares from time to time any information which he reasonably requires regarding the calculation of the amounts to be credited or the time for crediting such amounts to the 'B' Special Reserve or the time for payment of the Special Dividend or any part thereof
- 5 11 For the purposes of this Article:

**Group:** means the Company and any subsidiary of the Company at any relevant time or if the context and situation so require any one or more such company,

**Group Tax Relief:** means any relief, loss, allowance, (including capital allowances), deduction or credit in computing, reducing or setting off against profits or gains of the Windsor Trade for the purposes of Taxation, but always excepting revenue expenses incurred wholly and exclusively for the purposes of the Windsor Trade, and arising from any Transaction of the Group effected or deemed to have been effected after the Record Date or by reference to any losses sustained or accrued by the Group after the Record Date,

**Net Tax Benefits:** shall be the aggregate of reductions (individually a "Net Tax Benefit") in the Taxation liabilities of the Group after the Record Date as a result or in consequence of a Windsor Tax Relief calculated in accordance with the provisions of this Article,

**Payment Date:** means the date fourteen days after the profits and gains of the Windsor Trade for the relevant accounting period have been finally agreed with the Inland Revenue, provided that if no such agreement has been reached by the date eleven months after the end of the relevant accounting period (the "Interim



**Date**”), the Payment Date shall be fourteen (14) days after the Interim Date in respect of such Net Tax Benefits arising in respect of that accounting period as have been agreed with or are not disputed by the Inland Revenue on or before the Interim Date and the Payment Date for any other Net Tax Benefits arising in respect of that accounting period shall be the date fourteen (14) days after the profits and gains of the Windsor Trade for that accounting period have been finally agreed with the Inland Revenue,

**Record Date:** means 9 September 1994,

**Taxation:** means corporation tax (whether in respect of profits earned, accrued or received or capital gains realised),

**Transaction:** means any act, deed, omission, default, transaction, circumstance dealing, arrangement or event whatsoever occurring or deemed to occur and shall include the combined result of two or more Transactions,

**Windsor:** means Windsor Creameries Manufacturing Limited;

**Windsor Tax Relief:** means losses and reliefs in respect of the accounting periods of the Windsor Trade ended prior to the Record Date and its present accounting period up to the Record Date which are available for utilisation in respect of the Windsor Trade pursuant to the provisions of section 393 (or that section as provided for under section 343 (3)) of the Income and Corporation Taxes Act 1988, including, without limitation, any such losses and reliefs which have been claimed and agreed as so available by the Inland Revenue prior to the Record Date,

**Windsor Trade:** means the trade carried on by Windsor immediately prior to the Record Date as the same may be carried on from time to time by any member of the Group

- 5 12 For the purposes of this Article.-
- 5 12 1 references to any statutory provision shall be deemed to include any subsequent statutory provision directly or indirectly amending, consolidating, extending, replacing or re-enacting that section, including any order, regulation, instrument or other subordinate legislation,
- 5.12 2 references to profits include income profits or gains and references to profits earned accrued or received include profits deemed to have been or treated as earned accrued or received for the purposes of Taxation and references to losses shall be construed accordingly; and
- 5 12 3 references to reductions in the Taxation liabilities of the Group shall be deemed to include amounts which are received by way of repayment of Taxation as well as reductions in amounts of Taxation payable
- 5.13 For the purposes of this Article in calculating Net Tax Benefits, Windsor Tax Relief shall be deemed to be utilised (whether or not actually utilised) before Group Tax Relief and the profits or gains of the Windsor Trade shall be deemed to be calculated on the basis that capital allowances which have as their basis period any accounting period ending after the Record Date (except in respect of

that part of the present accounting period of the Windsor Trade up to the Record Date) are not claimed and that any losses arising in respect of any accounting period ending after the Record Date (except in respect of that part of the present accounting period of the Windsor Trade up to the Record Date) are utilised after the Windsor Tax Relief

## **6 Income – General**

6.1 Save for the Special Dividend no separate dividend shall be declared on either the 'A' Shares or the 'B' Shares but any dividend shall be jointly declared on both the 'A' Shares and the 'B' Shares and shall be distributed pro rata between the holders of the issued shares of each such class proportionately to the nominal value thereof. Notwithstanding any of the other provisions of these Articles, the Preferred Shares shall not carry any right to any dividend

6.2 Save for the Special Dividend no dividend shall be declared at any time (save with a Requisite 'B' Shareholder Consent) when any part of any Special Dividend or any other previously declared dividend is due for payment and remains unpaid. Save for the Special Dividend no dividend shall be declared at any time of an amount which would upon payment:

6.2.1 reduce the aggregate profits of the Company lawfully available for distribution below an amount equal to the total of any Special Dividend anticipated to become payable within the next twelve (12) months (save with a Requisite 'B' Shareholder consent); or

6.2.2 reduce the aggregate profits of the Company lawfully available for distribution below an amount equal to the total par value of the Preferred Shares in issue from time to time or below an amount equal to five (5) times the par value of any Preferred Shares falling due for redemption within the next twelve (12) months under the provisions of Article 8.2 (save with a Requisite Preferred Shareholder Consent).

## **7 Capital**

7.1 In the event of the winding up of the Company or other return of capital the assets of the Company remaining after payment of its debts and liabilities and of the costs charges and expenses of such winding up shall be applied in the following manner and order of priority:

7.1.1 First in paying to the 'B' Shareholders a sum equal to any balance then standing to the credit of the 'B' Special Reserve,

7.1.2 Secondly in paying to the holders of the Preferred Shares a sum equal to the amount paid up or credited as paid up on such shares together with the amount of any premiums paid or credited as paid on the issue or subscription of such shares, and

7.1.3 Thirdly in distributing the balance amongst the holders of the Ordinary Shares pro rata to the number of Ordinary Shares held by them respectively

8                   **Redemption - Preferred Shares**

8 1               The Company shall subject to the provision of the Companies Act 1985 be entitled on giving at any time to the holders of the Preferred Shares not less than one month's notice in writing to redeem at par any of the Preferred Shares in full

8 2               The Company shall redeem the Preferred Shares at par in the numbers and on the dates set out below

| Date       | No of Shares |
|------------|--------------|
| 30 09 1996 | 77,867       |
| 30 09 1997 | 77,867       |
| 30 09 1998 | 77,867       |
| 30 09 1999 | 77,867       |
| 30 09 2000 | 77,867       |
| 30 09 2001 | 77,867       |
| 30 09 2002 | 77,867       |
| 30 09 2003 | 77,867       |
| 30 09.2004 | 77,867       |
| 30 09.2005 | 77,867       |
| 30 09.2006 | Nil          |

**Provided that** the Company shall not upon any such date be required to redeem a greater number of the Preferred Shares than such number the aggregate par value of which would not exceed a sum equal to 20 per cent. of the consolidated distributable profits of the Company and its subsidiaries for the financial period of the Company last ending before such redemption date as shown in the audited accounts of the Company (or the audited consolidated accounts of such group as the case may be) for that period

**Provided Further that** if any Preferred Shares are not redeemed upon the due date therefor in the above table by reason of the first proviso to this Article 8 2 then they shall be added to the Preferred Shares next falling due for redemption and be redeemable upon the next due date in the above table (but so that the total number of Preferred Shares redeemable on any date prior to 30 September 2007 shall always be subject to the first proviso to this Article 8 2).

8 3               The Company shall redeem at par on 30 September 2007 any Preferred Shares not previously redeemed

8.4               Any redemption of some but not all of the Preferred Shares shall be made amongst the holders thereof as nearly as may be pro rata to their holdings of the Preferred Shares.

8 5               The amount to be paid by the Company upon such redemption shall be the amount paid up or credited as paid up on the shares redeemed together with the amount of the premiums paid or credited as paid on the issue or subscription of such shares

8 6               The Company may make payment in respect of the redemption of shares under this Article 8 other than out of distributable profits or the proceeds of a fresh issue

- 8.7 The Company may redeem any Preferred Shares under the provisions of Article 13.9 below and the provisions of Article 8.5 above shall apply to any such redemption.

9 **Voting Rights**

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 holder of Ordinary Shares who (being an individual) is present in person or (being a corporation) is present by a representative or proxy not being himself a member shall have one vote and on a poll every holder of Ordinary Shares who is present in person or by proxy or (being a corporation) is present by representative shall have one vote for every Ordinary Share in the capital of the Company of which he is the holder Subject to the provisions of section 125 of the Companies Act 1985 the holders of the Preferred Shares are not entitled to any vote

10 **Shareholder/Class Protection**

- 10.1 Whenever the issued share capital of the Company is divided into different classes of shares the special rights attached to any class may be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up only with the prior consent of the holders of 75 per cent in nominal value of the issued shares of that class (given either in general meeting of the class or in writing) For the purposes of this Article 10.1 the special rights attached to the 'B' Shares as such shall be those contained in Article 5 above and Article 10 3 below only

- 10 2 Without prejudice to the generality of Article 10 1 the special rights attached to each of the Ordinary Shares shall be deemed to be varied if the Company or the directors in exercise of their powers under these Articles shall without first obtaining a Requisite Ordinary Shareholder Consent therefore

- 10 2.1 grant any option or other right to subscribe for shares (otherwise than under an Employees' Share Scheme in accordance with the provisions of Article 10 2 13 below) or alter or increase (otherwise than pursuant to the exercise of options granted under an Employees' Share Scheme in accordance with the provisions of Article 10.2.14 below) or reduce or sub-divide or consolidate the authorised or issued capital of the Company or of any of its subsidiaries or vary any of the rights attached to any of the shares for the time being in the capital of the Company or of any of its subsidiaries, or

- 10.2 2 purchase any of its shares or redeem any of its shares otherwise than in accordance with the provisions of Article 8 above or Article 13.9 below; or

- 10.2 3 register any transfer of shares in the Company otherwise than in accordance with the provisions of Article 13 below; or

- 10.2.4 enter into any transaction which would be a "transaction with a related party" within the provisions of the Rules of The International Stock Exchange of the United Kingdom and the Republic of Ireland Limited known as The Listing Rules in force from time to time;

- 10 2 5 enter into any contract or arrangement imposing unusually onerous obligations on the Company or any of its subsidiaries or otherwise than in connection with its business, or
- 10.2.6 dispose of the whole or any part of its undertaking which would materially affect its business, or
- 10 2 7 apply by way of capitalisation any sum in or towards paying up any debenture or debenture stock of the Company; or
- 10 2 8 alter any of the restrictions on the powers of the directors of the Company and its subsidiaries to borrow, give guarantees or create charges, or
- 10 2 9 wind up the Company or any of its subsidiaries; or
- 10 2 10 alter the Company's memorandum or articles of association, or
- 10 2 11 alter the Company's accounting reference date; or
- 10 2 12 enter into a written service agreement with any director or connected person (as defined by section 839 Income and Corporation Taxes Act 1988) or materially vary any such existing service agreement with any such person; or
- 10 2 13 before the later of 31 January 1996 or the end of the first financial year of the Company for which the net pre-tax (consolidated) profit of the Company (or the Company and its subsidiaries as the case may be) as shown in the audited (consolidated) profit and loss account of the Company (or such group) is not less than £750,000 grant any option or other right to subscribe for shares in the Company under an Employees' Share Scheme if immediately after such grant the aggregate number of new shares which the Company might be called upon to issue or has issued under any options granted under any such Scheme would exceed 313,369 Ordinary Shares, or
- 10.2 14 make any amendment to the Rules of the Richmond Ice Cream Company Limited Executive Share Option Scheme save in accordance with the provisions of the proviso to Rule 10 2 thereof nor adopt any other Employees' Share Scheme or amend or waive any of the terms of any other Employees' Share Scheme which may be adopted from time to time in accordance with the provisions of this Article
- 10 3 Without prejudice to the generality of Article 10 1 the special rights attached to each of the 'B' Shares shall be deemed to be varied if the Company or the directors in exercise of their powers under these Articles shall acquire any subsidiary undertaking or other undertaking or enter into any partnership or joint venture or make any material change in the nature of the business of the Company or any subsidiary undertaking without first obtaining the Requisite 'B' Shareholder Consent therefore provided that such Consent shall not be unreasonably withheld or delayed and for such purposes such Consent shall be deemed to have been unreasonably withheld if the reasons for not consenting include the effect or potential effect on the Special Dividend right (but not the effect or potential effect on the ability of the Company to pay any Special Dividend as and when the same would fall due)

11           **Lien**

The Company shall 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 moneys presently payable by him or his estate to the Company whether or not in respect of the shares in question. Regulation 8 of Table A shall be modified accordingly

12           **Calls on shares and forfeiture**

There shall be added at the end of the first sentence of regulation 18 of Table A, so as to increase the liability of any member in default in respect of a call, the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

13           **Transfer of Shares**

13 1           The provisions of this Article shall relate to all shares in the Company from time to time in issue

13.2           Except as provided in Article 13 16 (Permitted Transfers) below no share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted and no person shall be unconditionally entitled to be registered as the holder of a share save in accordance with the provisions of this Article.

13 3           Save as specified in Article 13.16 below (Permitted Transfers) every member who desires to transfer any share or shares (hereinafter called "**the Vendor**") shall give to the Company notice in writing of such desire (hereinafter called the "**Transfer Notice**") The Transfer Notice may include Ordinary and Preferred Shares and may contain a provision ("**a Prohibition Provision**") that unless all the shares comprised therein are purchased none shall be sold and any such provision shall be binding on the Company.

13 4 1           Where any shares are held by any shareholder who acquired his shares in the capital of the Company by reason of his being or becoming an officer or employee of the Company or otherwise part of the management of the Company a Transfer Notice shall (unless the Board resolve otherwise) be deemed to have been given by the shareholder (a "**Deemed Transfer Notice**") in respect of those shares if he shall cease to be an officer or employee of the Company or otherwise part of the management of the Company before the expiration of ten years from the date that he began his employment or took up his office with the Company.

13.4.2           Where any shares are held by a shareholder which is a company, a Transfer Notice shall be deemed to be given by that shareholder (also a "**Deemed Transfer Notice**") in respect of those shares if there is a Change of Control of that Company (or any Company which is a holding company of that Company) For this purpose "**Change of Control**" means that Control ceases to be exercisable by the person or Related Group of people (as defined in Article 13 16 below) who could previously exercise it and "**Control**" means the holding of shares carrying more than 50% of the votes to be cast at a general meeting of the

relevant company (and Change of Control shall include the gaining or loss of such Control)

For the purpose of this, Article 13.4 a Deemed Transfer Notice is to be deemed to be a Transfer Notice (save where the context does not permit) and is deemed to have been served on the date of the event giving rise to it. A Deemed Transfer Notice shall not be deemed to contain a Prohibition Provision

- 13.5 Subject as hereinafter mentioned, a Transfer Notice shall constitute the Company the Vendor's agent for the sale of the share or shares specified therein (hereinafter called "the Sale Shares") in one or more lots at the discretion of the directors in accordance with the provisions of this Article at the price established in accordance with the procedure set out below
- 13.6 The price at which the Sale Shares are to be offered for sale (the "Offer Price") shall be agreed upon by the Vendor and the directors, or, in the case of difference, shall be a price which an accountant nominated under the provisions hereunder set out shall by writing under his hand certify to be in his opinion the fair value. For the purposes of this Article the fair value shall be that percentage of the part of the value of the Company as is attributable to shares of that class as the number of the Sale Shares bear to the total number of shares of that class save that in circumstances where a Transfer Notice has been given (or deemed to have been given under the provisions of Article 13.4 of this Article) before the expiration of one year from the date that the Vendor began his employment or took up his office with the Company the fair value of those shares the subject of such Transfer Notice shall be equivalent to the price originally paid or deemed to be paid by the employee/officer for such shares
- 13.7 The accountant who shall so value the Sale Shares in default of agreement shall be an independent accountant, acting as an expert, nominated for this purpose by the auditor for the time being of the Company on the application of either the Vendor or the directors
- 13.8 If an accountant is asked to certify the fair value as aforesaid his certificate shall be delivered to the Company and so soon as the Company receives the same 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 fourteen (14) days of the service upon him of the said certified copy, to cancel the Transfer Notice (unless it was a Deemed Transfer Notice). The cost of obtaining the valuation shall be borne by the Company unless the Vendor shall give notice of cancellation as aforesaid in which case he shall bear the said costs.
- 13.9 If (and only if) the Sale Shares include 'A' Shares (or if there are at that time no 'A' and 'B' Shares the Sale Shares include Ordinary Shares) within seven (7) days following the agreement of the Offer Price or, as the case may be, within seven (7) days following the expiry of the fourteen (14) day period referred to in Article 13.8 above (and in the latter case subject to no notice of cancellation having been given) the directors shall resolve whether first to offer such of the Sale Shares as are 'A' Shares (or as the case may be Ordinary Shares) (or any of them) to a person who is to hold them for an Employees' Share Scheme or who is selected for such offer pursuant to the terms of an Employees' Share Scheme in priority to the rights of the members to have the Sale Shares offered to them in accordance with the pre-emption provisions hereinafter contained. If the

directors do so resolve any associated Preferred Shares held by the Vendor may, if the directors so resolve, be redeemed in accordance with the provisions of Article 8.7 above.

- 13.10 If the person(s) who is to hold the shares or who is selected under Article 13.9 above ("**the Priority Buyers**") purchase(s) all (but not some only) of the Sale Shares, the Vendor shall then be bound to transfer the Sale Shares to him/them at the Offer Price. Such transfer shall be completed fourteen (14) days after the holding of the meeting of the directors which made such selection.
- 13.11 If the directors do not so resolve or if, having so resolved the Priority Buyer(s) decline the offer to purchase all the Sale Shares, or only resolve to purchase some of the Sale Shares, the Company shall forthwith by notice in writing inform each holder of Shares other than the Vendor of the number and price of the Sale Shares (or the balance not accepted by the Priority Buyer(s)) and invite each such member to apply in writing to the Company within twenty one (21) days of the date of despatch of the notice (which date shall be specified therein) for such maximum number of the Sale Shares (being all or any thereof) as he shall specify in such application. It shall be a condition of any such offer to the members that, if there are both Ordinary and Preferred Shares on offer, the offer can only be accepted in respect of both such classes of shares in the same proportions to one another as the respective numbers of each class on offer bear to one another.
- 13.12 If the said members shall within the period of twenty one (21) days ("**the Offer Period**") apply for all (or all of the balance not accepted by the Priority Buyer(s)) or (except where the Transfer Notice contains a Prohibition Provision) any of the Sale Shares the Company shall allocate such Sale Shares as have not been accepted by the Priority Buyer(s) (or so many of them as shall be applied for as aforesaid) first, to and amongst the applicants who are registered or unconditionally entitled to be registered in respect of Ordinary Shares (and in case of competition pro rata according to the number of such shares of which they are registered or unconditionally entitled to be registered as holders) and secondly (if any of the Sale Shares shall remain after such applicants have been satisfied in full), to and amongst the applicants who are registered or unconditionally entitled to be registered in respect of Preferred Shares (and in case of competition pro rata according to the number of shares of other classes in the Company in respect of which they are registered or unconditionally entitled to be registered as holders) provided that no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called an "**Allocation Notice**") to the Vendor and to the persons to whom the shares have been allocated and shall specify in such notice the place and time (not being earlier than fourteen (14) and not later than twenty eight (28) days after the date of the Allocation Notice) at which the sale of the shares so allocated shall be completed.
- 13.13 The Vendor shall be bound to transfer the shares comprised in an Allocation Notice to the purchasers named therein at the Offer Price at the time and place therein specified.
- 13.14 If the Vendor shall fail to complete a transfer of any of the Sale Shares in accordance with the provisions of Articles 13.10 or 13.13 above, the chairman of the Company or some other person appointed by the directors shall be deemed to



have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, transfers of the Sale Shares to the purchasers thereof against payment of the consideration to the Company. On such payment of the consideration to (or crediting by) the Company the purchaser shall be deemed to have obtained a good quitittance for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the register of members as the holder by transfer of the shares. The consideration shall belong to the Company which shall (subject to the provisions of Article 14 below) be obliged to account to the Vendor for an amount equal thereto and shall enter the name of the Vendor in the books of the Company as a creditor for such amount. No trust shall be created in respect of the debt, no interest shall be payable in respect of the same and the Company shall not be required to account for any money earned thereon. The consideration may be employed in the business of the Company or invested in such investments as the directors may from time to time think fit.

- 13.15 During the six (6) months following the end of the Offer Period referred to Article 13.12 above the Vendor shall (unless the Transfer Notice was a Deemed Transfer Notice) be at liberty, subject to the restrictions of these Articles other than the pre-emption provisions of this Article, to transfer to any persons and at any price (not being less than the Offer Price) any Sale Shares not purchased by Priority Buyer(s) or allocated by the directors in an Allocation Notice provided that, if the Vendor included a Prohibition Provision in his Transfer Notice the Vendor shall not be entitled, save with the written consent of all the other members of the Company, to sell hereunder some only of the Sale Shares.
- 13.16 The restrictions on transfer contained in this Article shall not apply to the following **"Permitted Transfers"** -
- 13.16.1 Any shares which are held by a company may be transferred between the companies which are in relation to each other -
- 13.16.1.1 a subsidiary or holding company, or
- 13.16.1.2 fellow subsidiaries of a mutual holding company;
- 13.16.2 Any transfer by a member who is an individual (other than a member to whom the provisions of Article 13.4 above would at that time apply) to any spouse, parent or direct descendant of such individual, spouse or parent or to trustees holding funds primarily on trust for that individual and/or any such relatives of such individual and any transfer by such trustees to such a beneficiary of that trust or to any new trustees,
- 13.16.3 Any transfer made with the Requisite Ordinary Shareholder Consent (excluding, both from those consenting and from the total number of shares against which the consent level is measured, the shares subject to the proposed transfer),
- 13.16.4 Any transfer which is executed by any chargee to whom such shares have been charged by way of security, or by a nominee of such chargee (a **"Secured Institution"**),
- 13.16.5 Any transfer which is executed by a Secured Institution, pursuant to the power of sale under such security, and a certificate by an official of such Secured

Institution that the shares were so charged and the transfer was so executed shall be conclusive evidence of such facts,

- 13 16 6 Any transfer which is delivered to the Company for registration by a Secured Institution in order to perfect its security over the shares,
- 13 16.7 Any transfer made to a person who is to hold the shares for an Employees' Share Scheme or pursuant to the terms of an Employees' Share Scheme,
- 13 16 8 Any transfer by a member to any person or persons acting as bare nominee for that member or from one such nominee to another or from any such nominee to the beneficial owner,
- 13 16.9 Any transfer between an individual and a company which is under the Control (as defined in Article 13 4.2 above) of that person or a Related Group of people (either directly or through any holding company or companies), any transfer between any company and any other company under the Control of the same person or the same Related Group of people or any transfer between any such company and any person or any of the Related Group of people who have Control of it

**Provided that** it be proved to the satisfaction of the Board that the transfer bona fide falls within one of these exceptions

**And Provided that** where any shares have been transferred to any person ("**the Current Holder**") by a Permitted Transfer (or a series of Permitted Transfers) and subsequently the Current Holder ceases to be in the same Related Group of people as the Original Holder the shares in question shall forthwith be transferred back to the Original Holder (or at his discretion to some other person who remains in the same Related Group of people as the Original Holder) and in default of such transfer a Deemed Transfer Notice shall be deemed to have been served For this purpose "**the Original Holder**" means the last person who held the Original Holding not as a transferee under a Permitted Transfer (save that where the Original Holder would be a company which was at that time under the Control of a person or Related Group of people the Original Holder shall be deemed to be that person or those people), "**Related Group of people**" means all such persons who have a relationship with one another (directly or indirectly) which would make a transfer of shares in the Company by the Original Holder to the Current Holder a Permitted Transfer; and "**Original Holding**" means such of the shares in question as have not been subsequently acquired by reason of holding shares in the Company (such as shares issued by way of bonus or rights issued as required under some pre-emption right).

- 13.17 For the avoidance of doubt the word "**transfer**" in this Article includes any transmission disposal or charge of a share or any interest in a share or any right or entitlement to allotment of or arising from or in relation to a share whether or not for consideration
- 13.18 Notwithstanding any of the other provisions of this Article 13 the directors may:
- 13.18 1 in their absolute discretion refuse to register any transfer of a share over which the Company has a lien or which is not fully paid,

- 13 18.2 refuse to register any transfer of any share whether or not fully paid to any person (other than an Approved Transferee) of whom they shall not approve as a member of the Company (such approval not to be withheld without good reason in the interests of the Company)

Subject thereto the directors shall register any transfer of a share to an Approved Transferee. For this purpose "Approved Transferee" means any transferee under a Permitted Transfer, any transferee who is an existing member of the Company (provided that if such transferee is a member by reason of a Permitted Transfer such shares shall be deemed to be an accretion to the existing holding to which the provisions of the second proviso to Article 13.16 above would apply) or to any person who was named as a potential transferee in a Transfer Notice where the transfer is made under Article 13 15 above pursuant to the Transfer Notice.

- 13 19 Notwithstanding anything in these Articles, no transfer of an Ordinary Share to any person (other than a Permitted Transfer) shall be made and registered which would result in a Change of Control of the Company unless before the transfer is registered:-

- 13 19.1 the proposed transferees) has/have made an offer (stipulated to be open for acceptance for at least twenty eight (28) days) to purchase all the other Ordinary Shares at the Specified Price and all the Preferred Shares at par, and

- 13.19.2 each such accepted offer is completed and the consideration thereunder paid except insofar as failure to complete is due to the default of the offeree,

For the purposes of this Article 13.19.-

**Change of Control of the Company:** shall have the like meaning as for Article 13 4.2 above,

**Specified Price:** means a price per Ordinary Share at least pari passu with that to be paid by the proposed transferee(s) plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) which having regard to the substance of the transaction as a whole can fairly and reasonably be regarded as an addition to the price. In the event of disagreement the calculation of the Specified Price shall be referred to an independent chartered accountant (acting as an expert and not as an arbitrator) nominated by the auditors for the time being of the Company and acting at the expense of the Company whose decision shall be final and binding.

Regulations 24-26 and 28 of Table A shall not apply to the Company

Sections 89-96 (inclusive) of the Companies Act 1985 shall not apply to the Company

#### 14 **Unclaimed Moneys**

Any amount owing by the Company in respect of the sale price of shares under the provisions of Article 12 above or any dividend which has remained unclaimed for twelve years from the date when it became owing or due for



payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company

15           **General meetings**

The directors may call general meetings and regulation 37 of Table A shall not apply to the Company.

16           **Notice of general meetings**

16.1          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 of Table A shall be modified accordingly. The words "or a resolution appointing a person as a director" and paragraphs (a) and (b) in regulation 38 of Table A shall be deleted and the words "in accordance with section 369(3) of the Act" shall be inserted after the words "if it is so agreed" in that regulation

16.2          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 declaring a dividend, the consideration of the profit and loss account, balance sheet, and the reports of the directors and auditors, the appointment of and the fixing of the remuneration of the auditors, the giving or renewal of any authority in accordance with the provisions of section 80 of the Act and the re-appointment of Directors retiring at the Meeting

16.3          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.

17           **Proceedings at general meetings**

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 the meeting shall be dissolved. Regulation 41 of Table A shall not apply to the Company.

18           **Location of General Meetings**

18.1          The provisions of this Article shall apply if any general meeting is called or adjourned to or attended by members (with the consent of the chairman of the meeting as hereinafter provided) at more than one place

18.2          The notice of a meeting so called or adjourned shall specify the place at which the chairman of the meeting shall preside (the "Specified Place") and such other place or places at which members can attend. The directors shall make arrangements for simultaneous attendance and participation by members at the Specified Place and at such other places providing that persons attending at any

such place shall be able to see and hear and be seen and heard by means of audio visual links by persons attending at the Specified Place and at the other place or places at which the meeting is held

18.3 If after a general meeting has been called the directors and any member or members make such arrangements for simultaneous attendance and participation at some place not specified in the notice and the chairman of the meeting decides that the conditions for seeing and hearing set out in Article 18.2 are satisfied at the time of the meeting he can consent to such members attending the meeting at such place or places. In such circumstances the place for the meeting or the place specified for the Chairman to preside (as the case may be) shall be the Specified Place

18.4 The directors may from time to time make or vary such arrangements to control the level of attendance at any such place as they shall in their absolute discretion consider appropriate provided that a member who is thereby not entitled to attend, in person or by proxy, at any particular place shall be entitled to attend at one of the other places

18.5 For the purposes of all other provisions of these Articles any person attending at any such place shall be deemed to be present at the meeting and such meeting shall be treated as being held at the Specified Place

18.6 If a meeting is adjourned to more than one place, notice of the adjourned meeting shall be given notwithstanding any provision of these Articles

## 19 **Votes of Members**

19.1 Regulation 54 of Table A shall not apply to the Company. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual) is present in person or by proxy (not being himself a member entitled to vote) or (being a corporate body) is present by a representative or proxy (not being himself a member entitled to vote) shall have one vote and, on a poll, every member shall have one vote for each share of which he is the holder.

19.2 The words "be entitled to" shall be inserted between the words "shall" and "vote" in regulation 57 of Table A.

19.3 A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company. Any such proxy shall be entitled to cast the votes to which he is entitled in different ways

## 20 **Alternate Directors**

20.1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present and generally to perform all the functions of his appointor at such meeting as a director in his absence. 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. Regulation 66 of Table A shall not apply to the Company.

20.2 A director, or any such other person as is mentioned in regulation 65 of 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 director for the purpose of determining whether a quorum is present and the final sentence of regulation 88 shall not apply to the Company.

20.3 Save as otherwise provided in the regulations of the Company, an alternate director shall be deemed for the purposes specified in Article 18.1 to be a director and shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the director appointing him. Regulation 69 of Table A shall not apply to the Company.

## 21 **Appointment and retirement of directors**

21.1 The number of directors (other than alternate directors) shall be not less than two and there shall be no maximum number of directors and Regulation 64 of Table A shall be modified accordingly.

21.2 All the directors of the Company shall all be subject to retirement by rotation and the final sentence of regulation 84 of Table A shall not apply to the Company.

21.3 Notwithstanding any provision of these Articles to the contrary (but without prejudice to Article 22 save as therein expressly stated) any person or Related Group of people (as defined in Article 13.16 above) who is/are the registered holder(s) for the time being of more than 15 per cent. of the Ordinary Shares for the time being in issue shall at all times have the right (exercisable by notice in writing lodged at the office signed by or on behalf of the persons exercising the right (the "Appointor(s)")) to appoint a person to be a director of the Company and at any time to remove from office any such person and to appoint another person in the place of any such person so removed or otherwise vacating office but any person so appointed shall vacate the office of director forthwith if the Appointor(s) at any time cease (otherwise than by way of a Permitted Transfer) to be the registered holders of more than 15 per cent. of the Ordinary Shares for the time being in issue. Without prejudice to the foregoing right, any person or persons proposing to exercise it shall first consult with the director so far as reasonably practicable prior to making any such appointment.

## 22 **Disqualification and removal of directors**

The office of a director shall be vacated if:

22.1 he ceases to be a director by virtue of any provision of the Act or these Articles or he becomes prohibited by law from being a director; or

22.2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or





- 22.3 he is, or may be, suffering from mental disorder and either
- 22.3.1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- 22.3.2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs; or
- 22.4 he resigns his office by notice to the Company; or
- 22.5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of directors held during that period and the directors resolve that his office be vacated, or
- 22.6 he (not being a director appointed pursuant to Article 21.3 above) is requested in writing by all his codirectors (not being less than two in number) to resign; or
- 22.7 he is removed from office or vacates office in accordance with the provisions of Article 21.3 above, and regulation 81 of Table A shall not apply to the Company

## **23 Gratuities and pensions**

Regulation 87 of Table A shall not apply to the Company and the directors may exercise any powers of the Company conferred by its Memorandum of Association to give and provide pensions, annuities, gratuities or any other benefits whatsoever to or for past or present directors or employees (or their dependants) of the Company or any subsidiary or associated undertaking (as defined in section 27(3) of the Companies Act 1989) of the Company and the directors shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers

## **24 Powers of directors**

Subject to the provisions of the Act, the memorandum and these Articles and to any directions given by special resolution, the business of the Company shall be managed by the directors who may exercise all the powers of the Company whether relating to the management of the business of the Company or not. No alteration of the memorandum or articles and no such direction shall invalidate any prior act of the directors which would have been valid if that alteration had not been made or that direction had not been given. The powers given by this Article shall not be limited by any special power given to the directors by any other Article

## **25 Proceedings of the directors**

- 25.1 Subject to the provisions of the Act and these Articles, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office:

- 25.1.1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,
- 25.1.2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested;
- 25.1.3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested;
- 25.1.4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and
- 25.1.5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of Articles 25.1.1 to 25.1.4 (inclusive) or on any resolution which 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 resolution as aforesaid his vote shall be counted
- 25.2 For the purposes of Article 25.1.
- 25.2.1 a general notice to the directors that a director is to be regarded as having an interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified;
- 25.2.2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- 25.2.3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when these Articles were adopted) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director without prejudice to any interest which the alternate director has otherwise.
- 25.3 Any director including an alternate director or any member of any committee to which powers of the directors have been sub-delegated may participate in a meeting of the directors or a committee of the directors of which he is a member by means of a conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting and, subject to these Articles and the Act, he shall be entitled to vote and be counted in a quorum accordingly. Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is
- 25.4 Regulation 88 of Table A shall be amended by substituting for the sentence

"It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom"

the following sentence -

"Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service".

25 5 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company

26 **Delegation of director's powers**

The directors may delegate any of their powers (with power to sub-delegate) to any committee consisting of any such person or persons (whether a director or not) as they think fit, provided that the majority of the members of such committee are directors and that no meeting of the committee shall be quorate for the purpose of exercising any of its powers unless a majority of those present are directors. They may also delegate to any managing director or any director holding any other executive office such of their powers as they consider desirable to be exercised by him. Any such delegation may be made subject to any conditions the directors may impose and either collaterally with or to the exclusion of their own powers and maybe revoked or altered. Subject to any such condition, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying

27 **The Seal**

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

28 **Notices**

28.1 In regulation 112 of Table A, the words "by telex to a telex number supplied by the member for such purpose or" shall be inserted immediately after the words "or by sending it" and the words "first class" shall be inserted immediately before the words "post in a prepaid envelope"

28 2 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent by telex receipt of the appropriate answer-back shall be conclusive evidence that the notice was given and the notice shall be deemed to have been given at the time of

transmission following receipt of the appropriate answer-back. Regulation 115 of Table A shall not apply to the Company.

- 28 3 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable effectively to convene a general meeting by notices sent through the post, a general meeting may be convened by a notice advertised in at least one national daily newspaper and such notice shall be deemed to have been duly served on all members entitled thereto at noon on the day when the advertisement appears. In any such case the Company shall send confirmatory copies of the notice by post if at least seven days prior to the meeting the posting of notices to addresses throughout the United Kingdom again becomes practicable

29 **Winding up**

In regulation 117 of Table A, the words "with the like sanction" shall be inserted immediately before the words "determine how the division"

30 **Indemnity**

- 30 1 Subject to the provisions of section 310 of the Act every director (including an alternate 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 lawful 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 (including an alternate 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 lawful execution of the duties of his office or in relation thereof Regulation 118 of Table A shall not apply to the Company

- 30 2 The directors shall have power to purchase and maintain for any director, (including an alternate director) officer or auditor of the Company insurance against any such liability as is referred in section 310(1) of the Act and, subject to the provisions of the Act, against any other liability which may attach to him or loss or expenditure which he may incur in relation to anything done or alleged to have been done or omitted to be done as a director, (including as an alternate director) officer or auditor

- 30 3 The directors may authorise the directors of companies within the same group of companies as the Company to purchase and maintain insurance at the expense of the Company for the benefit of any director (including an alternate director), other officer or auditor of such company in respect of such liability, loss or expenditure as is referred to in Article 30 2

31 (a) Notwithstanding anything contained in these articles, the Directors shall not decline to register any transfer of shares, nor may they suspend registration of it where the transfer

(i) is to any bank or institution to which such shares have been charged by way of security, or to any nominee of such a bank or institution (a "**Secured Institution**"), or

(ii) is delivered to the Company for registration by a Secured Institution or its nominee in order to perfect its security over the shares, or

(iii) is executed by a Secured Institution or its nominee pursuant to the power of sale or other power under such security,

and furthermore notwithstanding anything to the contrary contained in these articles no transferor of any shares in the Company or proposed transferor of such shares to a Secured Institution or its nominee and no Secured Institution or its nominee shall be required to offer the shares which are or are to be the subject of any transfer aforesaid to the shareholders for the time being of the Company or any of them, and no such shareholder shall have any right under the articles or otherwise howsoever to require such shares to be transferred to them whether for consideration or not

(b) Notwithstanding anything contained in these articles, any lien on shares which the Company has shall not apply in respect of any shares which have been charged by way of security to a bank or financial institution or a subsidiary of a bank or financial institution or which are transferred in accordance with the provisions of this article