

No 2866696

**THE COMPANIES ACTS 1985 AND 1989**

**PRIVATE COMPANY LIMITED BY SHARES**

**NEW  
ARTICLES OF ASSOCIATION  
of  
CRP PRINT & PACKAGING LIMITED**

TUESDAY



**(adopted by Special Resolution passed on  
20th April 1994 and altered by Special Resolution passed on 17th August 2001)**

**PRELIMINARY**

- 1 Subject as hereinafter provided and except insofar as the same are excluded or modified by these Articles, the regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (hereinafter referred to as "Table A") shall apply to the Company and, together with these Articles, shall constitute the Articles of the Company, to the exclusion of all other regulations and articles

**INTERPRETATION**

- 2 In these Articles unless the context otherwise requires
- 2 1 words and expressions which bear particular meanings in Table A shall bear the same respective meanings in these Articles,
- 2 2 the following words and phrases shall bear the following meanings -
- |                    |   |
|--------------------|---|
| <b>"Act"</b>       | the Companies Act 1985 and every statutory modification or re-enactment thereof for the time being in force |
| <b>"Affiliate"</b> | in relation to the Company  |
|                    | (i) any company which is its subsidiary or;   |
|                    | (ii) any company of which it is the subsidiary or   |

	any other subsidiary of such company but excluding the Company
<b>"Associated Company"</b>	in relation to any person, any body corporate more than 25% of the equity share capital of which is owned directly or indirectly by that person or which is under the control of that person
<b>"Connected Person"</b>	in relation of any person, any person connected with him as determined in accordance with section 839 Income and Corporation Taxes Act 1988 or any Associated Company of his and additionally in relation to a body corporate, each director of that body corporate, and any person connected with any other person having control of that body corporate determined as aforesaid
<b>"Experts"</b>	for the purpose of Article 6 an independent firm of chartered accountants approved by the Proposing Transferor and the holders of the majority of the Ordinary Shares or, failing such approval to be nominated by the President for the time being of the Institute of Chartered Accountants in England and Wales
<b>"Facilities Agreement"</b>	the agreement between the Company and Banque Indosuez to be dated 22 April 1994 for the provision of finance to the Company
<b>"Fair Value"</b>	the value of the Sale Shares calculated in accordance with the provisions of Article 6 7
<b>"Flotation"</b>	the date upon which any of the equity share capital of the Company is admitted to the Official List of the Stock Exchange or permission for any of the equity share capital of the Company to be dealt with in the Unlisted Securities Market or any other recognised investment exchange (as defined in section 207 of the Financial Services Act 1986) becomes effective
<b>"Offer Notice"</b>	the notice from the Company pursuant to Article 6 stating the number of Sale Shares and the price per Sale Share specified in the Transfer Notice (if any) or the Fair Value
<b>"Ordinary Dividend"</b>	a dividend payable in respect of the Ordinary Shares in accordance with Articles 4 1 2 and 4 1 3
<b>"Ordinary Shares"</b>	"A" Shares, "B" Shares and "C" Shares
<b>"Preference Dividend"</b>	a fixed cumulative preferential dividend at the rate of 8% per annum such rate being payable

on the amounts paid up or credited as paid up on each Redeemable Preference Share (including any premium) and being net of Advance Corporation Tax

**"Proposing Transferor"**

a member who intends to transfer any Ordinary Share pursuant to Article 6

**"Redeemable Preference Shares"**

redeemable preference shares of £1 each in the capital of the company

**"Related Party"**

in relation to the Company shall mean any Affiliate and in relation to Manston Limited or Mr Peter Sangster shall mean any person who is connected with Manston Limited or Mr Sangster; a person is connected with Mr Sangster if he is

- (a) that person's spouse, child or step-child or personal representative of his estate; or
- (b) a body corporate with which Mr Sangster is associated, or
- (c) a trustee of any trust the beneficiaries of which include Mr Sangster, his spouse, child, step-child, or any body corporate with which Mr Sangster is associated or a trust which terms confer power on the trustees that may be exercised for the benefit of Mr Sangster, his spouse or any children or step-children of his or any such body corporate, or
- (d) a person acting in his capacity as a business partner of Mr Sangster or a business partner of any person who is by virtue of (a), (b) or (c) above connected with Mr Sangster

Mr Sangster is associated with a body corporate if he and the persons connected with him together

- (a) are interested in shares comprised in the share capital of that body corporate of a nominal value equal to at least fifty per cent of that share capital; or
- (b) are entitled to exercise or control the exercise of more than fifty per cent of the voting power of any general meeting of that body, or
- (c) control or influence in any manner whatsoever the affairs of that body,

a person is connected with Manston Limited if it is -

- (a) any company which is its subsidiary, or
- (b) any company of which it is the subsidiary of such company, but excluding Manston Limited

**"Sale of a Controlling Interest"**

the transfer of the legal or beneficial interest in any share in the Company when as a consequence of such transfer the transferee either alone or together with its nominee or any Connected Person or anyone acting in concert with the transferee (as such expression is defined in the City Code on Takeovers and Mergers) would hold more than 50% in number of the Ordinary Shares in issue at that date

**"Sale Shares"**

the shares specified in a Transfer Notice

**"Transfer Notice"**

notice given pursuant to Article 6 by the Proposing Transferor of the intention to transfer any Ordinary Shares specifying the number of shares to be transferred and the price (if any) per share

- 23 a person shall be deemed for the purposes of these Articles to hold shares if he has an interest in them Schedule 13 Part I and Section 324 of the Act shall apply for the purposes of these Articles in determining whether or not a person has an interest in shares

**SHARE CAPITAL**

- 31 The share capital of the Company at the date of adoption of these Articles is £228,759 divided into 78,541 "A" Ordinary Shares of £1 each ("A" Shares"), 50,214 "B" Ordinary Shares of £1 each ("B" Shares"), 4 "C" Ordinary Shares of £1 each ("C" Shares") and 100,000 Redeemable Preference Shares
- 32 Save as otherwise specifically provided in these Articles the "A" Shares, the "B" Shares and the "C" Shares rank pari passu but shall constitute three separate classes of shares
- 33 The directors are generally and unconditionally authorised for the purposes of Section 80 of the Act to exercise all the powers of the Company to allot any shares of the Company, and to grant rights to subscribe for or convert any security into shares of the Company, up to an aggregate nominal value of £228,759 Unless renewed, this authority shall expire on the fifth anniversary of the date of adoption of these Articles provided that the Company may make any offer or agreement during the continuance of this authority (as originally granted or from time to time renewed) which would or might require shares to be allotted, and/or rights to subscribe for or convert any security into shares to be granted, after its expiry
- 34 Section 89(1) of the Act shall not apply to the allotment by the Company of any equity security up to the nominal capital of the Company at the date of adoption of these Articles
- 4 The rights attaching to the respective classes of shares shall be as follows -

#### 4 1 Ranking of Dividends

The profits of the Company which are available for distribution shall be applied as follows -

- 4 1 1 first, in paying to the holders of the Redeemable Preference Shares the Preference Dividend. The dividend shall accrue on a daily basis from the date of subscription and be payable half yearly on 30 September and 31 March in each year, the first such payment being made on 30 September 1994,
- 4 1 2 the directors may from time to time declare a different rate of dividend on the "A" Shares and the "B" Shares and may from time to time declare a dividend to just the "A" Shares (to the exclusion of the "B" Shares) or to just the "B" Shares (to the exclusion of the "A" Shares) and may from time to time declare a dividend to the "A" Shares and the "B" Shares treating them *pari passu* as one class of share capital
- 4 1 3 in the event that the Directors determine to make any distribution to holders of Ordinary Shares out of the profits of the Company available for distribution, the holders of "C" Shares shall have the right to receive a percentage of the distribution equal to the number of "C" Shares held by the relevant holder of "C" Shares,

**PROVIDED THAT** the aggregate amount of the distribution receivable by the holders of "C" Shares having been calculated in accordance with this Article 4 1 3 shall rank *pari passu* with the residual aggregate distribution receivable by the holders of "A" Shares and "B" Shares calculated pursuant to the provisions of these Articles

#### 4 2 Payment of Dividends

- 4 2 1 Subject to Article 4 1.3, every dividend shall be distributed to the appropriate shareholders *pro-rata* according to the amounts paid up or credited as paid up on the number of shares held by them respectively and shall accrue on a daily basis
- 4 2 2 Notwithstanding anything contained in regulations 102 to 108 (inclusive) of Table A the Preference Dividend, shall become due and (to the extent that the Company has profits available for distribution and to the extent permissible under the Facilities Agreement) be paid immediately on the due date and there shall be no requirement for any recommendation or resolution of the directors or of the Company. If the Company shall be permitted to pay part only of any dividend at any time it shall be obliged to pay the maximum amount permitted on account of such dividend
- 4 2 3 If for any reason the Company is unable pursuant to the Act or the Facilities Agreement to pay the Preference Dividend in full on the appropriate date specified for payment then on that date the Company will pay to the holders on account of the Preference Dividend the maximum sum which is then available to be distributed by the Company pursuant to the Act or the Facilities Agreement. To the extent that the Preference Dividend due on each appropriate date is not paid in full the balance shall accumulate and on each succeeding dividend date the Company will pay on account of the balance of the Preference Dividend then outstanding the amount which can then be lawfully paid pursuant to the Act and the Facilities Agreement until such time as all the Preference Dividends due up to that date have been paid in full
- 4 2.4 The Company shall in the event that it has any subsidiaries procure that each of its subsidiaries which has profits lawfully available for distribution shall from time

to time declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of the Preference Dividend

#### **4 3 Redemption**

- 4 3 1 Subject to the provisions contained in Articles 4 3 5 and 4 3 8 below and to the Act, the Redeemable Preference Shares shall be redeemed on 31 March 2002 in the amount of £1 per share
- 4 3 2 Each registered holder of Redeemable Preference Shares shall surrender to the Company on or before such date the certificates for his shares which are to be redeemed in order that they may be cancelled and upon the dates fixed for any redemption, subject to such surrender for cancellation, the Company shall pay to such holder the amount payable in respect of such redemption provided that if any certificate so surrendered includes any shares not redeemable at that time the Company shall issue a fresh certificate for the balance of the shares not redeemable to the holder
- 4 3 3 The Company shall pay on each of the Redeemable Preference Shares so redeemed the sum of £1 together with a sum equal to any arrears, deficiency or accruals of the dividends thereon calculated to the date of redemption on a daily basis whether such dividends have been declared or earned or not and any interest payable thereon and the dividends thereon shall cease to accrue from that date unless upon surrender of the certificate for such shares payment of the redemption moneys shall be refused. In the absence of any direction to the contrary by the holder of the relevant Redeemable Preference Shares any monies paid on the redemption of such shares shall relate first to the said arrears and accruals of the Preference Dividend.
- 4 3 4 If the Company is unable to redeem any Redeemable Preference Shares on the specified dates, they shall instead be redeemed on the earliest date as the Company is thereafter able to effect such redemption. Until such redemption is effected, dividends at the rates set out above shall continue to accrue and be payable on the Redeemable Preference Shares
- 4 3 5 The Company may with the prior written consent of the holders of more than 50% of the Redeemable Preference Shares by notice in writing to the holders of the Redeemable Preference Shares served at any time elect that all or part of the Redeemable Preference Shares in issue at such date should be redeemed on a date which is specified in the notice being not less than seven days nor more than 28 days after the date of such notice. The number of such shares to be redeemed by the Company shall only be permitted in tranches 1000 shares other than in the case of the redemption of all the Redeemable Preference Shares in issue at the date specified in the notice. Any such notice shall not be revoked without the consent of the holders of the Redeemable Preference Shares and shall be binding on the Company and such holders
- 4 3 6 If a notice is served pursuant to Article 4 3 5, the foregoing provisions of this Article 4 3 shall, mutatis mutandis, apply
- 4 3 7 If the Company having served a notice pursuant to Article 4 3 5 shall fail to redeem any shares on the date specified in such notice or to pay any monies due in respect thereof, the holders of the Redeemable Preference Shares may, but shall not be bound to, treat such notice as null and void

- 4 3 8 Subject to the provisions of the Act, some or all of the Redeemable Preference Shares shall be redeemed at the option of the holders thereof on Flotation or Sale of a Controlling Interest in which case the provisions of this Article 4 3 shall mutatis mutandis apply. Such option may be exercised by notice in writing to the Company given within 28 days after the relevant matter comes to the attention of the holder and redemption shall be effected on a date which is specified in the notice being not less than seven days nor more than 28 days after the date of such notice.
- 4 3 9 In the case of redemption of some only of the Redeemable Preference Shares, the holding of each member shall be redeemed as nearly as possible in proportion to the number of Redeemable Preference Shares held by each of them respectively.

#### 4 4 Winding-up or Return of Capital

On a return of assets on liquidation or capital reduction or otherwise the surplus assets of the Company remaining after the payment of its liabilities shall be applied

- 4 4 1 firstly, in paying to the holders of the Redeemable Preference Shares an amount equal to the subscription price per share paid thereon (including any premium) together with a sum equal to any arrears, deficiency and accruals of the dividends on the Redeemable Preference Shares to be calculated down to the date of the return of capital and to be payable irrespective of whether such dividends have been declared or earned or not,
- 4 4 2 secondly, in paying to the holders of the Ordinary Shares an amount per share equal to the subscription price per share (including any premium) paid thereon together with a sum equal to any arrears, deficiency and accruals in respect of the Ordinary Dividend irrespective of whether such dividend has been declared or earned or not,
- 4 4 3 the balance of such assets shall belong to and be distributed amongst the holders of the Ordinary Shares in proportion to the amounts paid up or credited as paid up on the Ordinary Shares held by them provided that the Company shall procure that the percentage of the distributable assets equal to the number of "C" Shares held by the relevant holder of "C" Shares are applied to the holders of "C" Shares,

**PROVIDED THAT** the aggregate return receivable by the holders of "C" Shares having been calculated in accordance with this Article 4 4 2, shall rank *pari passu* in all respects with the residual rights of the holders of "A" Shares and "B" Shares to receive capital on a liquidation or otherwise in accordance with the provisions of Table A

#### SHARE CERTIFICATES

- 5 Regulation 6 of Table A shall apply subject to the addition of the words "or otherwise executed by or on behalf of the Company" after the words "sealed with the seal" in the second sentence thereof

#### TRANSFER OF SHARES

- 6 1 Every member who intends to transfer "B" Shares must first give a Transfer Notice to the Company and specify the price payable for those shares. A Transfer Notice shall constitute the Company the Proposing Transferor's agent for the sale of all (but not, unless the Transfer Notice states otherwise, some of) the Sale Shares in accordance with the following provisions of this Article at the price specified in the Transfer Notice or at

such other price as may be agreed by the Proposing Transferor and the holders for the time being of at least 75% of the total of the "A" and "B" Shares together in issue. Save as otherwise specified in this Article a Transfer Notice may not be withdrawn except with the consent of the Directors

6.2 Within 14 days after receipt by the Company of the Transfer Notice (or, in the case of a Transfer Notice served or deemed served under Article 6.6, within 14 days of the agreement or ascertainment of the Fair Value under Article 6.7) the Sale Shares shall be offered to such of the following (and in such proportions) as the holders for the time being of at least 75% of the total of the "A" and "B" Shares together in issue shall determine -

6.2.1 any member (other than the Proposing Transferor) holding shares in the Company,

6.2.2 such other person or company as the holders for the time being of at least 75% of the total of the "A" and "B" Shares together in issue shall determine, and/or

6.2.3 the Company in accordance with the Act

6.3 The offer shall be made by an Offer Notice. The Offer Notice shall limit the time (being not less than seven nor more than 30 days after the Offer Notice is given) within which the offer if not accepted shall be deemed to be declined. For the purposes of this Article an offer shall be deemed to be accepted when the acceptance is received by the Company.

6.4 In the case of an offer made to more than one person the Offer Notice shall notify each offeree that if he wishes to purchase Sale Shares in excess of the proportion offered to him he should state how many excess shares he applies for. If all the offerees do not accept the offer in full the Sale Shares not accepted shall be used to satisfy the applications of accepting offerees for additional shares. In case of competition the excess shares shall be allocated as nearly as practicable in proportion to the respective numbers of shares of the class entitling them to participate in the offer held by the accepting offerees, provided that no accepting offeree shall be allocated more shares than he applies for. Acceptance of the applications for excess shares shall be effective upon the Directors allocating the excess shares. An application for excess shares may not be withdrawn except with the consent of the Directors.

6.5 If the Company does not find purchasers for all the Sale Shares within the appropriate periods specified in this Article 6 it shall give notice of that fact to the Proposing Transferor and (unless the Transfer Notice states that some only of the Sale Shares may be sold) all acceptances of offers under this Article shall be deemed withdrawn. The Proposing Transferor shall then be at liberty at any time within three months afterwards to transfer all (but not some only, if the Transfer Notice stated that the Proposed Transferor was not willing to transfer part only of the Sale Shares) of the unsold Sale Shares to any person but only at a price in cash equal to or in excess of the price specified in the Transfer Notice and provided that the Directors may, in their absolute discretion and without providing any reason, refuse to register the transfer of the shares to any person.

6.6 If:-

6.6.1 a person becomes entitled to any shares in consequence of the bankruptcy of a member, or

6.6.2 the holder of any shares goes into liquidation or has an administration or bankruptcy order made against it or has an administrative receiver or receiver appointed over all or any material part of its assets, or



6.6.3 the holder of any shares (other than "A" Shares) who is an employee of the Company, the Company's holding company or any subsidiary of the Company ceases (by reason other than death, incapacity or a dismissal which is wrongful or unfair) to be such an employee devoting substantially the whole of his working time to the Company, the Company's holding company or a subsidiary,

he shall forthwith give and not withdraw a Transfer Notice in respect of all those shares in accordance with Article 6.1 above and Articles 6.1 to 6.5 (inclusive) above shall apply in such event as modified by this Article 6.6. In default of serving the Transfer Notice, he hereby irrevocably appoints any person who is at the time a Director of the company to be his attorney to execute and deliver any such Transfer Notice. A Transfer Notice deemed given under this Article 6.6 shall be deemed not to state that some only of the Sale Shares may be sold. The price specified in the Transfer Notice or any Transfer Notice deemed to be given pursuant to this Article shall be either

- (a) the price agreed between the Proposing Transferor and the Directors, or
- (b) the higher of a Fair Value requested by the Directors under Article 6.7 and the price which the Proposing Transferor paid for such shares

A Transfer Notice shall be given under this Article 6.6 by a person mentioned in Article 6.6.1 before he exercises the election under Regulation 30 of Table A, which shall be modified accordingly

6.7 In the event of a Transfer Notice being served or deemed to be served under Article 6.6, the Directors shall endeavour to agree with the Proposing Transferor a price at which the Shares should be transferred and, in the absence of agreement shall, instruct the Experts to state in writing the sum which in their opinion represents the Fair Value of the Sale Shares on the basis set out below,

- 6.7.1 by determining the sum which a willing purchaser would offer to a willing seller for the whole of the issued share capital of the company,
- 6.7.2 by attributing to each class of shares such proportion of the sum calculated in accordance with Article 6.7.1 above as the Experts shall consider appropriate,
- 6.7.3 by assuming that all "C" Shares in the nominal capital of the Company have been issued at par,
- 6.7.4 by attributing to each share of each class such proportion of the sum calculated pursuant to Article 6.7.2 above as each share of that class bears to the number of shares comprised in that class

No account shall be taken of the size of holdings of shares which are subject to the Transfer Notice or any restriction on the transferability for such shares contained in these Articles

The costs of the valuation shall be apportioned among the Company, the Proposing Transferor and the purchasers or borne by any one or more of them as the Experts shall in their absolute discretion decide, but in the absence of any decision shall be borne by the Company. In stating the Fair Value the Experts shall act as experts and not as arbitrators and accordingly any provisions of law or statute relating to arbitration shall not apply. Upon receipt of the statement of the Experts, the Company shall give notice to the Proposing Transferor of the Fair Value

6.8 The Directors may resolve any practical difficulty arising in the application of this Article 6 as they think fit, and in particular (but without limitation) may -

- 6 8 1 round the number of Sale Shares to be offered to any person to a whole number or otherwise deal with shares representing fractional entitlements,
- 6 8 2 not make any offer to any person who has intimated in writing that he will not accept it or who has waived his rights under this Article,
- 6 8 3 curtail any time period for acceptance of an offer where it appears to the Directors that no or no further acceptances will be received,
- 6 8 4 settle any difficulty arising from any transfer or issue of shares or reorganisation, conversion or reduction of share capital after the date of the Transfer Notice, including by making any adjustment to the price per Sale Share which the auditors may confirm to be fair and reasonable.
- 6 9 For the purpose of these Articles a renunciation, nomination, assent, declaration of any entitlement to receive shares (whether by way of allotment or otherwise) or any interest in any shares shall be deemed to be a transfer of shares.
- 6 10 Notwithstanding any other provisions of these Articles, a transfer of shares approved by the holders for the time being of at least 75% of the total of the "A" and "B" Shares together in issue may be made without restriction as to price or otherwise and any such transfer shall be registered by the Directors
- 6 11 The Directors shall refuse to register any transfer of shares -
- 6 11.1 made in contravention of the provisions of these Articles;
- 6 11 2 in respect of any shares which are not fully paid,
- 6 11 3 over which the Company has a lien,
- 6 11 4 to a person who is (or whom the Directors reasonably believe to be) under 18 years of age or a person who does not have (or whom the Directors reasonably believe does not have) the legal capacity freely to dispose of any shares without hindrance or court order,
- but shall not otherwise be entitled to refuse to register any transfer of shares
- 6 12 A member holding any "A" Shares may transfer all or any of those shares without restriction as to price or otherwise and any such transfer shall be registered by the Directors

#### COMPULSORY ACQUISITION

- 7 1 If an offer is made to purchase all of the issued Ordinary Shares then if the holders of 75% of such Ordinary Shares are in favour of accepting such offer and such offer is for cash payable in full on the transfer of such shares, the offer shall be accepted and the Directors shall be empowered to accept such offer on behalf of all members holding Ordinary Shares and should any member fail to transfer his shares the Directors may appoint any person nominated by them to be the attorney of such shareholder in respect of his shares with power to complete, execute and deliver, in the name of and on behalf of the shareholder transfers to the purchaser against payment of the purchase money to the Company. The Company may receive the purchase money on behalf of the shareholder and give a valid discharge to the purchaser for it. The purchase money shall be paid into a separate bank account in the Company's name and shall be held on trust for the Proposing Transferor pending delivery to the Company of the share certificates for the Sale Shares and any interest on it shall belong to the Company.

- 7 2 Having entered into an agreement for the Sale of a Controlling Interest, the transferee shall immediately following such agreement be bound to offer to purchase all of the issued Ordinary Shares in the Company. Such offer shall be made on and subject to the rules of the City Code on Take-Overs and Mergers in force of the relevant time and shall -

7 2 1 in the case of shares held by or on behalf of a person who has at any time in the six months prior to the sale of a Controlling Interest been an employee of the Company or any of its subsidiaries, be on the same terms as shall have been agreed with the holder of the shares whose transfer shall have resulted in the Sale of a Controlling Interest (a "Vendor"), and

7 2 2 in any other case, shall be on the same terms as to price and payment as shall have been agreed with the Vendor, but shall not require any warranties (other than as to title) nor restrictive covenants.

The Vendor shall, on the sale of a Controlling Interest, procure that the transferee shall make an offer in accordance with this Article.

#### **LIEN**

- 8 The lien conferred by Regulation 8 of Table A shall apply to all shares of the Company which are not fully paid and to all shares registered in the name of any person indebted or under liability to the Company whether he be the sole registered holder thereof or one of several joint holders

#### **CALLS**

- 9 The liability of any member in default in respect of a call shall be increased by the addition at the end of the first sentence of Regulation 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

#### **TRANSMISSION OF SHARES**

- 10 The Directors may at any time give notice requiring any person becoming entitled to a share in consequence of the death or bankruptcy of a member to elect to be registered as holder of the share and if the notice is not complied with within 90 days the Directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been satisfied. Regulation 31 of Table A shall be modified accordingly

#### **NOTICE OF GENERAL MEETING**

- 11 Subject to the provisions of Section 369 of the Act permitting agreement to shorter notice, an annual general meeting or a general meeting called for the passing of a special resolution or an elective resolution shall be called by at least 21 clear days' notice, and all other general meetings shall be called by at least 14 clear days' notice. The agreement of any one of the joint holders of a share to shorter notice shall be deemed the agreement of all of them in respect of that share. The notice shall specify the time and place of the meeting and, in the case of special business, the general nature of the business to be transacted. In the case of an annual general meeting the notice shall specify the meeting as such. Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members and to the auditors, but omission to give notice to the auditors shall not invalidate the proceedings at the meeting. Regulation 38 of Table A shall not apply

## PROCEEDINGS AT GENERAL MEETINGS

12. All business shall be deemed special that is transacted at an extraordinary general meeting, and all business that is transacted at an annual general meeting shall also be deemed special with the exception of:-
- 12 1 the consideration of the reports of the Directors and auditors, the accounts and balance sheet, and any other documents required to accompany or to be annexed thereto,
  - 12 2 sanctioning and declaring dividends,
  - 12 3 the election of Directors to fill vacancies caused by Directors retiring by rotation or otherwise,
  - 12 4 the appointment of auditors where special notice of such appointment is not required by the Act and the fixing of their remuneration,
  - 12 5 the giving, variation or renewal of any authority to the Board for the purpose of Section 80 of the Act
- 13 Regulation 41 of Table A shall apply subject to the addition of the following sentence -
- "If at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved"
- 14 Regulation 53 of Table A shall apply subject to the addition of the words "or approved in writing" after the word "executed" in each place that it occurs in the said Regulation. In the case of joint holders of a share, the joint holder whose name stands first in the register of members in respect of the joint holding may sign on behalf of all the joint holders of that share any resolution in writing which is proposed to take effect as if it were a resolution of the members or of any class of the members (whether under Regulation 53 of Table A, section 381A of the Act or otherwise) and may receive on behalf of all the joint holders of that share any document which is required by Schedule 15A to the Act to be supplied to the joint holders in connection with that resolution

## VOTES OF MEMBERS

- 15 1 Subject to any special rights or restrictions as to voting attached to any class of shares, on a show of hands every member present in person or by proxy or (being a corporation) present by representative or proxy shall have one vote and on a poll every member present in person or by proxy or (being a corporation) present by a representative or proxy shall have one vote for every one share in the capital of the Company of which he is a holder. Regulation 54 of Table A shall not apply to the Company
- 15 2 The "C" Shares shall confer on the holders thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company. On any resolution, on a show of hands, each holder of "C" Shares who is present in person or (being a corporation) by a duly authorised representative shall have one vote and on a poll, each holder of "C" Shares who is present in person or (being a corporation) by a duly authorised representative shall be entitled to exercise the percentage of the total voting rights conferred by Ordinary Shares as is equal to the number of "C" Shares in issue held by the relevant holder of "C" Shares.
- 15 3 The holders of the Redeemable Preference Shares shall be entitled to receive notice of and to attend general meetings but shall not be entitled to vote on a show of hands or on a poll on any resolution at any general meeting of the Company

## **CLASS RIGHTS**

- 16 Whenever any Redeemable Preference Shares are in issue, the rights attaching to such shares may only be varied or abrogated either whilst the Company is a going concern or during or in contemplation of a winding up with the consent in writing of the holders of 75% of the issued shares of that class
17. While any "C" Share is in issue, any transaction between the Company and a Related Party or any transaction with a third party which relates or indirectly to a transaction between that third party and a Related Party and where the principal purpose underlying any of such transactions is not primarily for the benefit of the Company, shall require the prior approval of the holders of the "C" Shares in general meeting
- 18 While any "C" Share is in issue the Company shall so far as the finances of the Company permit, adopt a policy such that 30 per cent or more of the profits of the Company available for distribution by way of dividend in respect of each financial period are distributed to the shareholders or, if less, such percentage of such profits as the Company shall have sufficient cash resources to distribute and may lawfully distribute subject always to the working capital requirements of the Company as are envisaged by the business plans and projections approved from time to time by the Directors

## **ALTERNATE DIRECTORS**

- 19 At the end of Regulation 66 of Table A there shall be added the following -  
  
"nor shall any meeting of directors be invalid by reason that notice thereof or of any business to be transacted thereat was not given to any alternate director if his appointor attends such meeting"

## **NUMBER OF DIRECTORS**

- 20 Unless otherwise determined by ordinary resolution the minimum number of directors shall be one For so long as the minimum number of director is one, a sole director shall have and exercise all the powers, duties and discretions conferred on or vested in the directors by these Articles A sole director may constitute himself as a meeting and shall constitute a quorum The quorum for the transaction of the business of the directors shall be the number fixed by or in accordance with Regulation 89 or Table A or, if less, the number of directors for the time being in office, but if the number of directors is less than any minimum number of directors fixed by or in accordance with these Articles, the continuing director or directors may act only for the purpose of appointing directors or of calling a general meeting Regulations 64 and 89 of Table A shall be modified accordingly and Regulation 90 of Table A shall not apply

## **APPOINTMENT AND RETIREMENT OF DIRECTORS**

- 21 The Directors shall not be required to retire by rotation. Regulations 73 to 76 (inclusive) and Regulation 80 of Table A shall not apply and all other references in Table A by rotation shall be disregarded
22. The Directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any number fixed by or in accordance with the Articles as the maximum number of directors A Director so appointed shall not be required to retire at the next annual general meeting and Regulation 79 of Table A shall not apply
- 23 The Board may at any time (but without prejudice to any claim for damages which a Director may have for breach of any service contract) remove or dismiss a Director (other

than the Special Director) appointed to any office or terminate any agreement or arrangement made with any Director pursuant to Regulation 84 of Table A. Regulation 84 of Table A will be modified accordingly.

#### **REMUNERATION OF DIRECTORS**

24. The ordinary remuneration of the Directors (other than the Special Director or a managing director or executive director appointed under these Articles) shall be such amount as the Directors shall from time to time determine or such other amount as the Company may from time to time by ordinary resolution determine, to be divided among them in such proportion and manner as the Directors may determine or, failing agreement, equally. Subject as aforesaid, a Director holding office for part only of a year shall be entitled to a proportionate part of a full year's remuneration. Regulation 82 of Table A shall not apply.

#### **PROCEEDINGS OF DIRECTORS**

25. Regulation 93 of Table A shall apply to the Company subject to the addition of the words "or approved in writing" after the word "signed" in each place that it appears in the said Regulation.
26. Provided that (so far as applicable) he has complied with the provisions of Regulation 85 of Table A and section 317 of the Act, a Director shall be entitled to vote on any resolution in respect of any contract or proposed contract (within the meaning of the said section 317) in which he has, directly or indirectly, an interest or duty and shall be counted in the quorum present at a meeting in relation to any such resolution. Regulations 94 to 96 (inclusive) of Table A shall be modified accordingly.
27. Any Director or other person may participate in a meeting of Directors or of a committee of Directors by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other and any persons participating in the meeting in this manner shall be deemed to be present in person at that meeting. 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.

#### **ASSOCIATE DIRECTORS**

28. The Directors may at any time and from time to time appoint any person to be an associate director having such title including the word "director" as the Directors may decide and may at any time remove any person so appointed. A person so appointed shall not be a Director of the company and shall not be a member of the Board. Subject as aforesaid, the Directors may define and limit the powers and duties of any associate directors and may determine their remuneration which may be in addition to their remuneration as managers or employees of the Company.

#### **DIRECTORS' BORROWING POWERS**

29. Subject as hereinafter provided, the Directors may exercise all the powers of the Company (whether express or implied) -
- 29.1 of borrowing or securing the payment of money;
- 29.2 of guaranteeing the payment of money and the fulfilment of obligations and the performance of contracts, and
- 29.3 of mortgaging or charging the property assets and uncalled capital of the Company and (subject to Section 80 of the Act) of issuing debentures.

## **DIRECTORS' APPOINTMENTS AND INTERESTS**

- 30 Regulation 86 of Table A shall apply subject to the deletion of the word "and" after paragraph (a) and the addition of the following paragraphs -

- "(c) an interest of which the directors are aware shall be deemed to have been disclosed, and
- (d) disclosure to those directors who participate in the decision on a transaction, arrangement or other matter shall be deemed disclosure to the directors."

If a director has complied with Regulations 85 and 86 of Table A (as modified by these Articles) in respect of a transaction or arrangement, he shall not be accountable to the Company for any benefit which he derives from the transaction or arrangement, nor shall it be liable to be avoided, on the ground of his omission to comply with the separate duty to disclose his interest under Section 317 of the Act

## **INDEMNITY**

- 31 Subject to and so far as may be permitted by the Act, but without prejudice to any indemnity to which any person concerned may otherwise be entitled, the Directors, alternate directors, auditors, Secretary and other officers for the time being of the Company shall be indemnified out of the assets of the Company against any costs, charges, losses, expenses and liabilities incurred by them in the execution and discharge of their duties, including all liability incurred by them such as in defending any proceedings, whether civil or criminal, in which judgment is given in their favour, or in which they are acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on their part or in connection with any application under the Act in which relief is granted to them by the Court. Regulation 118 of Table A shall not apply