

THE COMPANIES ACTS

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

ZOE SERVICES COMPANY PLC



1. The name of the Company is Grand Hotels (M) Services Company Plc¹.
2. The Company is to be a public company.
3. The registered office of the Company is to be situated in England and Wales.
4. The objects for which the Company is established are:
 - 4.1 To be an investment holding company and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, loan notes, bonds and other securities issued or guaranteed by a body corporate constituted or carrying on business in any part of the world or by any government, sovereign ruler, commissioners, public body or authority and to hold the same as investments, and to sell, exchange, carry and dispose of the same and to co-ordinate the business of any companies in which the Company is for the time being interested.
 - 4.2 To engage in any activity of whatsoever nature in which a person may lawfully engage whether with a view to profit or otherwise howsoever including (without prejudice to the generality of the foregoing):
 - (a) carrying on either on the Company's own account or on account of any other person all or any of the businesses of manufacturers, builders, fabricators, general merchants and traders, cash, discount, mail order and credit traders, retailers, wholesalers, buyers, sellers, suppliers, distributors, importers and exporters, and shippers of, and dealers in all products, goods, wares, substances, materials, merchandise and produce of every description; manufacturers' agents and representatives; mechanical, general, civil, constructional, electrical, marine, radio, electronic, aeronautical, chemical and petrochemical engineers; consultants and advisers of all descriptions; land and property developers, estate agents, dealers in and lessors and developers of land and buildings; mortgage brokers, insurance brokers and consultants, stock brokers, financial agents, advisers, managers and administrators, hire purchase and general

¹ The name of the Company changed from Grand Hotels (M) Services Company Plc on 26 October 2001. The name of the Company then changed from Meridien Services Company Plc to Zoe Services Company Plc.

financiers, commission agents, capitalists, financiers, bankers; marketing and business consultants, advertising agents and contractors, public relations advisers and consultants; discount traders, mail order traders; haulage and transport contractors, garage and filling station proprietors, owners and operators; repairers, customisers, charterers, hirers and letters on hire of, and dealers in motor and other vehicles, aircraft, ships, boats, vessels, plant, machinery, apparatus, tools, utensils, equipment and goods of every description, lightermen and carriers of goods and passengers by road, rail, water or air, transport agents, customs agents, stevedores, wharfingers, cargo superintendents, packers, shippers, railway, shipping and forwarding agents, warehouse storekeepers, cold store keepers, general storekeepers, hotel and restaurant proprietors, managers and operators, caterers, publicans, brewers, printers and publishers, travel agents, ticket agents and conductors of agency business of all kinds and generally to render services of all kinds to others, to act as brokers and agents for and to perform subcontracting for any other person;

- (b) participating in, undertaking, performing and carrying on all kinds of commercial, industrial, trading and financial operations and enterprises;
- (c) engaging in all kinds of artistic, cultural, educational and scientific activities and the promotion thereof and engaging in all kinds of design, invention, research, development and experimentation.

4.3 To carry on in any part of the world any other business or activity which may seem to the directors to be capable of being conveniently or advantageously carried on in connection with any of the above businesses or directly or indirectly to further or facilitate the objects of the Company or to enhance the value of or render profitable or more profitable any of the Company's property or assets or utilising its skills, know-how or expertise or otherwise to advance the interests of the Company or any of its members.

4.4 To purchase or otherwise acquire or take over the whole or any part of the share capital, business or undertaking, goodwill, property and assets of any person which may in the opinion of the directors be expedient or be capable of being conveniently carried on, or calculated directly or indirectly to enhance the value of or make profitable any of the Company's property or rights or to be suitable for the purposes of the Company and to become interested in, and carry on, dispose of, remove or put an end to the same or otherwise deal with any such business or undertaking and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person or to acquire an interest in, amalgamate or enter into partnership, joint venture or any arrangement for sharing profits, or for co-operation or union of interests or reciprocal concession or for limiting competition, or for mutual assistance, with any person and to subsidise or otherwise assist any such person, and to give or accept by way of consideration for any of the acts or things aforesaid or property acquired, any shares, monies, assets, rights, debentures, debenture stock or other securities that may be agreed, and to hold and retain or sell, mortgage or otherwise deal with any shares, monies, assets, rights, debentures, debenture stock or other securities so received.

- 4.5 To purchase, take on lease, concession, grant or licence, or in exchange, hire or otherwise acquire, hold and manage any lands or buildings of freehold, leasehold or other tenure or any estate or interest therein and any other property of any description, whether real or personal, and easements privileges options or rights over through under the same or in connection therewith, and to develop, improve, manage, or otherwise deal with the same.
- 4.6 To construct, erect, maintain, alter, replace, or remove any buildings, works, shops, factories, offices, erections, plant, machinery, tools or equipment and to work, manage, own and control such things.
- 4.7 To sell, exchange, mortgage, let on rent, share of profit or otherwise, grant licences, easements, options and other rights over, through or under or in connection with, and in any other manner deal with or dispose of all or any part of the undertaking, property, assets, rights and effects of the Company for such consideration as may be thought fit and in particular for shares, stocks, debentures, debenture stock or other obligations or securities, whether fully or partly paid up, of any other company.
- 4.8 Either with or without the Company receiving any consideration or advantage, direct or indirect, therefrom, to transfer by way of gift or at an undervalue or otherwise all of any part of the assets or property of the Company to or enter into any arrangement at an undervalue with any person including without prejudice to the generality of the foregoing any subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company; to waive or release, with or without consideration any rights of, or any debts, liabilities or obligations owed to, the Company from any person including without prejudice to the generality of the foregoing any subsidiary or a holding company of the Company or another subsidiary of a holding company of the Company.
- 4.9 Either with or without the Company receiving any consideration or advantage, direct or indirect, from giving any such guarantee, to guarantee by personal covenant or by mortgaging or charging all or any part of its undertaking, property and assets present and future and uncalled capital or by any combination of such methods or by any other means whatsoever the performance of the obligations (whether legally binding or not) and the payment of any moneys (including but not limited to capital or principal, premiums, dividends or interest, commissions, charges, discount and any costs or expenses relating thereto whether on any stocks, shares or securities or in any other manner whatsoever) by any person including but not limited to any person which is for the time being the Company's holding company or a subsidiary of the Company or of the Company's holding company or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person and for the purposes of this paragraph 4.9 any references to "guarantee" shall include indemnities, sureties and any obligation (howsoever described) to pay, satisfy, provide funds for the payment or satisfaction of (including, without limitation, by advance of money, purchase of or subscription for shares or other securities and purchase of assets or services) or to indemnify against the consequences of any failure by any other person to perform

any obligation or make any payment, or otherwise agree to be responsible for, any indebtedness of any other person.

- 4.10 Apply for, purchase or otherwise acquire, register, protect, prolong, extend or renew and to hold in any part of the world any patents, patent rights, brevets d' invention, trademarks, service marks, designs, licences, protections, concessions and intellectual property rights of whatever nature which may appear likely to be advantageous or useful to the Company, and to use and manufacture under or grant licences or privileges in respect of or sell or let the same or any interest therein, and to expend money in experimenting upon and testing and in improving or seeking to improve any patents; inventions, designs or rights which the Company may hold, acquire or propose to acquire.
- 4.11 To adopt such means for publicising or making known any goods or services provided by the Company and keeping the same before the public as the directors may think fit and in particular to employ advertising, promotion and public relations techniques of all kinds.
- 4.12 To establish or promote or concur in establishing or promoting any company the establishment or promotion of which shall be considered by the directors to be desirable in the interests of the Company and to subscribe for, underwrite, purchase or otherwise acquire and hold, realise, sell or otherwise dispose of the shares (whether credited as paid up in full or in part), stocks, debentures, debenture stock or other securities and obligations of any person.
- 4.13 To co-ordinate the administration, policies, management, supervising, control, research, development, planning, manufacture, trading and any and all other activities of, and to act as financial advisers and consultants to, any company or companies or group of companies now or hereafter formed or incorporated or acquired which may be or may become related or associated in any way with the Company or with any company related or associated therewith and with or without remuneration or on such terms as to remuneration as may be agreed.
- 4.14 To vest any real or personal property, rights or interests acquired by or belonging to the Company in any person on behalf of or for the benefit of the Company, with or without any declared trust in favour of the Company.
- 4.15 To invest and deal with the Company's money and funds in any way the directors think fit and to receive money on deposit on any terms the directors think fit and to vary the investments and holdings of the Company as may from time to time be deemed desirable and to invest and deal with the monies of the Company in any manner.
- 4.16 To borrow, raise money and secure or discharge any debt or obligation of or binding on the Company in such manner as the directors may think fit and in particular by mortgages of or charges upon the undertaking and all or any part of the real and personal property (present and future) and the uncalled capital of the Company or by the creation and issue of debentures, debenture stock or other obligations or securities of any description and to purchase, redeem or pay off such securities.

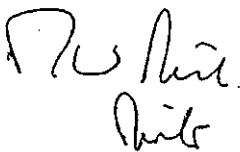
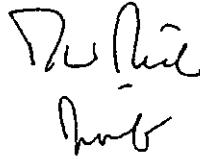
- 4.17 To lend and advance money or give credit or receive money on deposit or give financial accommodation to any person with or without security on such terms as may seem expedient to the directors, including but not limited to any company which is for the time being the Company's holding company or a subsidiary of the Company or of the Company's holding company or any person who is for the time being a member or otherwise has any interest in the Company or is associated with the Company in any business or venture or any other person and to customers and others having dealings with the Company.
- 4.18 To draw, make, accept, endorse, discount, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures, debenture stock and other negotiable or transferable instruments.
- 4.19 To undertake interest rate and currency swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including but not limited to hedging agreements and derivatives of any kind and all or any of which may be on a fixed and/or floating rate basis and/or in respect of sterling, the Euro, any other currencies or basket of currencies including but not limited to European Currency Units (as the same may from time to time be designated or constituted) or commodities of any kind and in the case of such swaps, options, swap option contracts, forward exchange contracts, forward rate agreements, futures contracts or other financial instruments including hedging agreements and derivatives of any kind they may be undertaken by the Company on a speculative basis or otherwise.
- 4.20 To apply for, promote, and obtain any Act of Parliament, charter, contract, decree, right, privilege, concession, licence or authorisation of any government, state or municipality, provisional order or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect or for extending any of the powers of the Company, or for effecting any modification of the constitution of the Company, or for any other purpose which may seem expedient to the directors and to carry out, exercise and comply with any such charter, contract, decree, right, privilege, concession, licence or authorisation and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.
- 4.21 To enter into any arrangements with any governments, organisations, associations, clubs, persons or authorities (supreme, municipal, local or otherwise) or any companies that may seem conducive to the objects of the Company or any of them.
- 4.22 To act as trustee of any kind including but not limited to trustee of any deeds constituting or securing any debentures, debenture stock or other securities or obligations and to undertake and execute any trust or trust business (including but not limited to the business of acting as trustee under wills and settlements), and to do anything that may be necessary or assist in the obtaining of any benefit under the estate of any individual and also to undertake the office of executor, administrator, secretary, treasurer or registrar or to become manager of any business and to keep any register or undertake any registration duties, whether in relation to securities or otherwise.

- 4.23 To remunerate any person rendering services to the Company, whether by cash payment or by the allotment of shares, debentures, debenture stock, or other securities of the Company credited as paid up in full or in part or otherwise.
- 4.24 To pay out of the funds of the Company all expenses which the Company may lawfully pay in respect of or incidental to the promotion, formation and registration of or the raising of money for the Company or any other person or the issue of its shares or other securities, including without limitation brokerage and commissions for obtaining applications for or taking, placing or underwriting or procuring the underwriting of shares, debentures, debenture stock or other securities of the Company or any other person or to contract with any other person to pay the same.
- 4.25 To establish and maintain or procure the establishment and maintenance of, any pension or superannuation funds or schemes (whether contributory or otherwise) for the benefit of and to give or procure the giving of donations, gratuities, pensions, allowances and emoluments to any persons who are or were at any time in the employment or service of the Company, or any of its predecessors in business or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary, or who may be or have been directors or officers of the Company, or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, widows, families, relations and dependants of any such persons, and to establish, subsidise and subscribe to any institutions, associations, societies, clubs or funds calculated directly or indirectly to be for the benefit of, or to advance the interests and well-being of the Company or of any other person as aforesaid and to make payments for or towards the insurance of any such persons as aforesaid.
- 4.26 To establish and contribute to any scheme for the purchase or subscription by trustees of shares or other securities of the Company to be held for the benefit of the employees of the Company, any subsidiary of the Company or any person allied to or associated with the Company, to lend money to those employees or to trustees on their behalf to enable them to purchase or subscribe for shares or other securities of the Company and to formulate and carry into effect any scheme for sharing the profits of the Company with employees.
- 4.27 To subscribe or guarantee money for charitable or benevolent objects, or for any exhibition, or for any public, general, charitable, political or useful object, or for any purpose likely directly or indirectly to further the objects of the Company.
- 4.28 To insure the life of any person or to insure against any accident to any person who may, in the opinion of the directors, be of value to the Company as having or holding for the Company interests, goodwill or influence or other assets and to pay the premiums on such insurance.
- 4.29 To establish, grant or take up agencies and to procure the Company and any branch office of the Company to be registered or recognised in any part of the world.

- 4.30 To distribute among the members of the Company in kind any property of the Company or proceeds of sale or disposal of any such property (whether by way of dividend or otherwise) and in particular any shares, debentures, debenture stock or other securities belonging to the Company or of which the Company may have the power of disposing.
- 4.31 To do all or any of the above things in any part of the world, either as principals, agents, trustees, contractors or otherwise and either alone or in conjunction with others and either by or through agents, sub-contractors, trustees or otherwise.
- 4.32 To do all such things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
5. In clause 4 reference to:
- (a) a "person" includes a reference to any partnership, firm, association, body corporate, authority, organisation, individual or other person or body of persons whether corporate or unincorporate, and whether domiciled in the United Kingdom or elsewhere and whether incorporated or unincorporated;
 - (b) the "Act" is, unless the context otherwise requires, a reference to the Companies Act 1985, as modified or re-enacted or both from time to time; and
 - (c) a "subsidiary" or "holding company" is to be construed in accordance with section 736 of the Act.
6. The objects specified in each of the paragraphs of clause 4 shall be regarded as independent objects, and accordingly shall in no way be limited or restricted (except where otherwise expressed in such paragraphs) by reference to or inference from the terms of any other paragraph or the name of the Company, but may be carried out in as full and ample a manner and construed in as wide a sense as if each of the said paragraphs defined the objects of a separate and distinct company.
7. The liability of the members is limited.
8. The initial authorised share capital of the Company is £50,001 divided into 100 ordinary shares of £0.01 each and 50,000 cumulative redeemable preference shares of £1 each. The shares in the original or any increased capital may be divided into several classes, and have attached thereto respectively any preferential, deferred or other special rights, privileges, conditions or restrictions as to dividend, capital, voting or otherwise. *

* Pursuant to a written resolution passed on 21st May 2001 the authorised share capital was increased from £50,001 to £60,400 and a further written resolution passed on 24th November 2005 the authorised share capital of the Company was increased from £60,400 to £60,410 (divided into 1,001,000 "A" Ordinary Shares of £0.01 each, 31,000 Deferred Shares of £0.01 each, 9,000 "B" Ordinary Shares of £0.01 each and 50,000 12% cumulative redeemable preference shares of £1 each).

WE the several persons whose names, addresses and descriptions are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS	NUMBER AND TYPE OF SHARES TAKEN BY EACH SUBSCRIBER (IN WORDS)
Mitre House Nominees Limited Mitre House 160 Aldersgate Street London EC1A 4DD	ONE ORDINARY SHARE OF £0.01 
Mitre Secretaries Limited Mitre House 160 Aldersgate Street London EC1A 4DD	ONE ORDINARY SHARE OF £0.01 

DATED this 10th day of May 2001

WITNESS to the above signatures:

Frances Bleahene
Mitre House
160 Aldersgate Street
London EC 1A 4DD.

THE COMPANIES ACTS 1985 TO 1989

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

ZOE SERVICES COMPANY PLC¹

(adopted by a written resolution
dated 12 April 2002)

1. Preliminary

Table A not to apply

- 1.1 No regulations set out in any statute, or in any statutory instrument or other subordinate legislation made under any statute, concerning companies shall apply as regulations or articles of association of the Company.

Interpretation

- 1.2 In these articles, unless the context otherwise requires, the following words and expressions have the meanings set out opposite them:

"**A Ordinary Shares**" means the convertible A ordinary shares of £0.01 each in the capital of the Company having rights and being subject to the restrictions set out in these articles;

"**A Ordinary Majority Shareholder**" means the holder(s) of more than one half of the total number of the A Ordinary Shares for the time being in issue;

"**A Ordinary Shareholder Approval**" means the prior consent or approval in writing of an A Ordinary Majority Shareholder;

"**the Act**" means the Companies Act 1985;

"**Acting in Concert**" means the meaning given to it in the City Code on Take-overs and Mergers and the Rules Governing Substantial Acquisitions of Shares published by the Panel on Take-overs and Mergers (as amended from time to time);

¹ The name of the Company changed from Grand Hotels (M) Services Company Plc on 26 October 2001. The name of the Company then changed from Meridien Services Company Plc.

"Affiliate" means, in respect of any person:

- (a) any person connected with such person (and "connected with" bears the meaning set out in section 839 of ICTA); and/or
- (b) any company under the control of such person (and "control" bears the meaning set out in section 840 of ICTA); and/or
- (c) any associated company of such person (and "associated company" bears the meaning set out in section 416 of ICTA);

"these articles" means these articles of association as altered or amended from time to time;

"B Ordinary Shares" means the convertible B ordinary shares of £0.01 each in the capital of the Company having rights and being subject to the restrictions set out in these articles;

"Bad Leaver" means a member required to transfer B Ordinary Shares who is not a Good Leaver,

"Board" means the directors for the time being of the Company or the directors present at a meeting of the directors at which a quorum is present;

"Company" means Zoe Services Company Plc;

"Compulsory Sale Shares" means those B Ordinary Shares which are required to be transferred pursuant to the provisions of article 8.12, 8.13, 8.14 or 8.15;

"Controlling Interest" means Ordinary Shares representing more than 50 per cent in nominal amount of the total number of Ordinary Shares in issue at the relevant time;

"Defaulting Shareholder" has the meaning set out in article 8.10;

"Deferred Shares" means deferred shares of £0.01 each in the capital of the Company having rights and being subject to the restrictions set out in these articles;

"Drag Along Notice" has the meaning set out in article 8.10;

"Encumbrance" means any mortgage, charge, security interest, lien, pledge, assignment by way of security, equity, claim, right of pre-emption, option, covenant, restriction, reservation, lease, trust, order, decree, judgment, title defect (including retention of title claim), conflicting claim of ownership or any other encumbrance of any nature whatsoever (whether or not perfected other than liens arising by operation of law);

"Exit" means a Listing or Take-Over,

"Good Leaver" means:

- (a) a member required to transfer B Ordinary Shares pursuant to article 8.13 or 8.14; and
- (b) a member required to transfer B Ordinary Shares pursuant to article 8.15 and in circumstances where his, or his Permitted Transferor's, cessation of employment occurs by reason of:
 - (i) his, or his Permitted Transferor's, permanent disability or other permanent incapacity as a result of which the Group Company has terminated his, or his Permitted Transferor's, contract of employment;
 - (ii) his, or his Permitted Transferor's, contract of employment having a fixed term of not less than five years, expiring through effluxion of time and not having been previously renewed or extended other than in circumstances in which the relevant Group Company is entitled to dismiss him, or his Permitted Transferor, summarily (excluding a right to so dismiss by reason of any matter referred to in article 8.14);
 - (iii) his, or his Permitted Transferor's, contract of employment having been terminated by the relevant Group Company other than in circumstances in which the relevant Group Company is legally entitled to dismiss him, or his Permitted Transferor, summarily (excluding a right to so dismiss by reason of any matter referred to in article 8.14).

"Group Company" the Company and any other company (or other entity) which is for the time being a subsidiary undertaking of the Company (and "Group" shall be construed accordingly);

"ICTA" means the Income & Corporation Taxes Act 1988;

"Listing" means the admission of any of the share capital of the Company to the Official List of the London Stock Exchange Limited or any recognised investment exchange (as defined in Section 207(1) of the Financial Services Act 1986) or any stock exchange in any major financial centre in the world;

"member" means any holder for the time being of shares in the capital of the Company of whatever class;

"month" means calendar month;

"Ordinary Shares" means the A Ordinary Shares and the B Ordinary Shares;

"paid" means, in relation to any Ordinary Share or Preference Share, paid or credited as paid;

"Permitted Transferee" means, in relation to any member:

- (a) his spouse and/or his lineal descendants (not being a minor);

- (b) the trustees of a trust of which one of the potential beneficiaries of the trust is a member who established the trust and who is transferring the shares and/or his spouse and/or lineal descendants by blood or adoption and any other beneficiary approved by the Board; and the trustees of such a trust may not transfer shares under article 8.9(c) other than to replacement trustees of the same trust; and
- (c) a body corporate or partnership owned either by such member or by any person connected with him for the purposes of Section 839 of ICTA or any person over which such member exercises control (either directly or indirectly) within the meaning of Section 416 of ICTA or with whom he is associated within the meaning of Section 417 of ICTA (a "Connected Person") Provided that a Connected Person shall may not transfer shares under article 8.9(c) to another Connected Person unless such other person is a Connected Person of the person which first transferred its shares under the provisions of clause 8.9(c) and provided further that if any transferee ceases to be so connected, controlled or associated, the shares shall be transferred to another entity which is so connected, controlled or associated;

"Permitted Transferor" means in relation to any member to whom shares have been transferred pursuant to article 8.9(c), the person who first transferred the shares held by such member (whether or not that person transferred those shares directly to that member);

"Preference Shares" means cumulative redeemable preference shares of £1 each in the capital of the Company having the rights and being subject to the restrictions set out in these articles;

"Prescribed Percentage" means in relation to any transfer of B Ordinary Shares pursuant to article 8.13, 8.14 or 8.15 by a member who is a Good Leaver 100 per cent. or such lesser percentage as shall be expressly provided by the Company in the terms of issue of such B Ordinary Shares to such person (whichever is the lesser);

"Proposed Purchaser" has the meaning set out in article 8.10;

"Register" means the register of members of the Company;

"Registered Office" means the registered office of the Company for the time being;

"Relevant Member" has the meaning set out in article 8.24;

"Relevant Warrantholder" has the meaning set out in article 3.7;

"Sale Completion" has the meaning set out in article 8.10;

"Sale Shares" has the meaning set out in article 8.10;

"Secretary" means 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;

"Statutes" means the Act, the Companies Act 1989 and all other statutes, orders, listing rules, regulations and other subordinate legislation for the time being in force concerning companies so far as they apply to the Company;

"Take-over" means the acquisition by a Proposed Purchaser of a Controlling Interest or the sale of at least 90% of the assets and undertaking of the Company (other than to a wholly owned subsidiary of the Company or pursuant to a sale and leaseback transaction);

"Transfer Date" means the date for completion of the sale and purchase of the Compulsory Sale Shares specified by the directors in accordance with article 8.19;

"Transfer Price" means:

- (a) in the case of a Bad Leaver, (unless and to the extent that the A Ordinary Majority Shareholder agrees otherwise at the relevant time) the nominal value of the relevant Compulsory Sale Share; and
- (b) in the case of a Good Leaver, the higher of (A) the sum of (i) the Prescribed Percentage of market value (ex dividend) of the relevant Compulsory Sale Share as agreed or (as the case may be) determined in accordance with articles 8.16 and 8.23 and (ii) the amount of any final dividend on such share which has been declared but not paid at the Transfer Date and (B) the nominal value of the relevant Compulsory Sale Share;

"Transferee(s)" means such person or persons to whom any Compulsory Sale Shares shall be allocated pursuant to articles 8.17 and 8.18;

"Transferor" means:

- (a) in case of a transfer required by article 8.12, (i) the member in question and (ii) the trustee in bankruptcy of that member;
- (b) in case of a transfer required by article 8.13, the personal representatives of the member;
- (c) in case of a transfer required by article 8.14, (i) the member and (ii) the member's attorney appointed under an enduring power of attorney and (iii) the receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs (as the case may be);
- (d) in case of a transfer required by article 8.15, the member; and
- (e) in each case, each other member who has acquired B Ordinary Shares directly or indirectly pursuant to a transfer under Article 8.9(c) and who is required to transfer B Ordinary Shares pursuant to Articles 8.12 to 8.15 inclusive;

"United Kingdom" includes England, Scotland, Wales and Northern Ireland but excludes the Channel Islands and the Isle of Man;

"in writing" means written or produced by any substitute for writing or partly one and partly another; and

"year" means calendar year.

1.3 In these articles:

- (a) reference to any statute or statutory provision includes a reference to that statute or statutory provision as amended, extended or re-enacted and to any regulation, order, instrument or subordinate legislation under the relevant statute or statutory provision;
- (b) reference to the singular includes a reference to the plural and vice versa;
- (c) reference to any gender includes a reference to all other genders;
- (d) headings are included only for convenience and shall not affect meaning;
- (e) references to persons include bodies corporate, unincorporated associations and partnerships and any reference to any party who is an individual is also deemed to include their respective legal personal representatives; and
- (f) unless the context (or this or the preceding article) otherwise require, words or expressions bear the same meaning as in the Act.

Registered Office

- 1.4 The Registered Office shall be at such place in England and Wales as the Board shall from time to time appoint.

2. **Share Capital**

Authorised share capital

- 2.1 The authorised share capital of the Company at the date of the adoption of this article is £60,400 divided into 960,000 A Ordinary Shares, 80,000 B Ordinary Shares and 50,000 Preference Shares. *

Increase in share capital

- 2.2 The Company may from time to time by ordinary resolution increase its capital by such sum to be divided into shares of such amounts as the resolution shall prescribe. All new shares shall be subject to the provisions of the Statutes and of these articles with reference to allotment, payment of calls, lien, transfer, transmission, forfeiture and otherwise.

Consolidation, subdivision and cancellation

- 2.3 The Company may by ordinary resolution:

* Pursuant to a written resolution passed on 24th November 2005 the authorised share capital of the Company was increased from £60,400 to £60,410 (divided into 1,001,000 "A" Ordinary Shares of £0.01 each, 31,000 Deferred Shares of £0.01 each, 9,000 "B" Ordinary Shares of £0.01 each and 50,000 12% cumulative redeemable preference shares of £1 each).

- (a) consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;
- (b) cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken, by any person and diminish the amount of its capital by the amount of the shares so cancelled;
- (c) subject to the provisions of the Statutes, sub-divide its shares, or any of them, into shares of smaller nominal value than is fixed by the memorandum of association and so that the resolution whereby any share is sub-divided may determine that, as between the shares resulting from the sub-division, any of them may have any preference or advantage or be subject to any restriction as compared to the others.

Fractions on consolidation

- 2.4 Whenever as a result of a consolidation of shares any members would become entitled to fractions of a share, the Board may deal with the fractions as it thinks fit and in particular may sell the shares representing the fractions to any person (including, subject to the provisions of the Statutes, the Company) and distribute the net proceeds of sale in due proportion among those members and the Board may authorise some person to transfer or deliver the shares to, or in accordance with the directions of, the purchaser. The person to whom any shares are transferred or delivered shall not be bound to see to the application of the purchase money nor shall his title to the shares be affected by any irregularity in, or invalidity of, the proceedings relating to the sale.

Reduction or cancellation

- 2.5 Subject to the provisions of the Statutes and the rights attaching to the existing shares, the Company may by special resolution reduce or cancel its share capital or any revaluation reserve or share premium account or any other reserve fund in any manner and with and subject to any confirmation or consent required by law.

Purchase of own shares

- 2.6 Subject to the provisions of the Statutes, the Company may purchase or may enter into any contract under which it will or may purchase, any of its own shares of any class (including any redeemable shares). Any shares to be so purchased may (subject to any resolution of the Company in general meeting) be selected in any manner determined by the Board.
- 2.7 Where there are in issue convertible securities carrying a right to convert into or to subscribe for equity shares of a class proposed to be purchased, a separate meeting of the holders of the convertible securities must be held and their approval by extraordinary resolution obtained before the Company enters into any contract to purchase equity shares of the relevant class. Subject to this and notwithstanding anything to the contrary contained in these articles, the rights and privileges attached to any class of shares shall be deemed not to be altered or abrogated by anything done by the Company in pursuance of any resolution passed under the powers conferred by the preceding article.

3. Rights attaching to Shares

The respective rights attaching to the A Ordinary Shares, the B Ordinary Shares and Preference Shares shall be as follows:

3.1 As regards income:

- (a) In respect of any financial year of the Company the profits of the Company for the time being available for distribution shall be applied in paying to the holders of the Preference Shares (in priority to the payment of any dividend to the holders of the Ordinary Shares) a fixed cumulative cash dividend (the "Preference Dividend") at the rate (exclusive of any associated tax credit) of twelve pence (12p) per one pound (£1) paid up on the nominal amount of each Preference Share (for the avoidance of doubt, excluding any premium) per annum and as regards any Preference Share not fully paid throughout the period in respect of which the dividend is paid such dividend shall be apportioned and paid pro rata according to the sum paid on the nominal amount thereof (for the avoidance of doubt, excluding any premium) during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this article no sum paid on a share in advance of a call shall be treated as paid on the share.
- (b) The Preference Dividend on each Preference Share shall accrue from day to day from (and inclusive of) the date of issue of such Preference Share to (and inclusive of) the date on which such Preference Share is redeemed and shall become payable and be paid half-yearly on 30 June and 31 December in every year, the first such payment to be made on 30 June 2001 and to be in respect of the period from (and inclusive of) the date of issue of the Preference Shares up to (and inclusive of) 30 June 2001. The holders of Preference Shares shall not (in that capacity) be entitled to any other right of participation in the profits of the Company.
- (c) Each Preference Dividend shall become due and payable on the respective dates referred to ipso facto and without any recommendation or resolution of the directors or the Company in general meeting (and notwithstanding anything to the contrary contained in these articles). Each payment of any such dividend shall be accompanied by a certificate for the related tax credit (if any).
- (d) The Company shall (insofar as it is able to do so) procure that the profits of any other Group Company for the time being available for distribution shall be paid to it by way of dividend if and to the extent that, but for such payment, the Company would not itself otherwise have sufficient profits available for distribution to pay in full any Preference Dividend.
- (e) If the Company is not lawfully able to pay any Preference Dividend in full on the due date for payment of the same then it shall on such date pay the same to the extent that it is then lawfully able so to do and, without prejudice to the respective rights of the holders of the Preference Shares, any amount not then so paid shall be paid so soon thereafter as the Company is lawfully able to pay the same.
- (f) If any Preference Dividend is (for whatever reason) not paid in full on the due date for payment of the same (an "Unpaid Preference Dividend") then the amount

of the Preference Dividend falling due for payment on the first 30 June or 31 December next following shall be increased by a sum equivalent to 12 per cent per annum on the amount of that part of the Unpaid Preference Dividend as remains unpaid from time to time accruing on a daily basis from (but exclusive of) the due date of payment of the Unpaid Preference Dividend and ending on (and inclusive of) the earlier of (i) the date on which the full amount of the Unpaid Preference Dividend is paid and (ii) the first 30 June or 31 December next following the due date of payment of the Unpaid Preference Dividend.

- (g) For the avoidance of doubt, if any Preference Dividend as increased by the foregoing provisions of this paragraph shall not be paid in full on the due date for payment, the foregoing provisions of the paragraph (f) shall also apply in relation to each such increased Preference Dividend.
- (h) The Company may not distribute any profits in respect of any financial year unless and until the Preference Dividends in respect of such year and, in addition, any arrears of the same have been paid in full; subject thereto, any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Ordinary Shares.
- (i) Subject to the foregoing provisions of this article, any profits which the Company may determine to distribute in respect of any financial year shall belong to and be distributed amongst the holders of the A Ordinary Shares and B Ordinary Shares according to the amounts paid up or credited as paid up on the nominal amount thereof. The A Ordinary Shares and the B Ordinary Shares shall rank *pari passu* for any dividend or other distribution by the Company.
- (j) No dividend or other distribution shall be declared, paid or made at any time in relation to the Deferred Shares and the holders of the Deferred Shares shall not be entitled (in that capacity) to any participation in the profits or (save as provided in article 3.2) the assets of the Company.

3.2 As regards capital:

- (a) On a return of assets on liquidation, reduction of capital or otherwise, the surplus assets of the Company remaining after payment of its liabilities shall be applied:
 - (i) first in paying to the holders of the Preference Shares a sum equal to all arrears and/or accruals of Preference Dividends thereon to be calculated down to the payment date (and to be payable irrespective of whether or not such dividend has been earned or declared);
 - (ii) second in repaying to the holders of the Preference Shares the amounts paid on the nominal amount thereof;
 - (iii) third in paying to the holders of the Ordinary Shares *pari passu* as if the same constituted one class of share a sum equal to the nominal value of such shares;
 - (iv) fourth in paying to the holders of the Deferred Shares a sum equal to the nominal value of such shares; and

- (v) subject thereto and subject to paragraph (vi) of this article, the balance (if any) of such assets shall belong to and be distributed amongst the holders of the Ordinary Shares.
- (vi) Until an Exit shall occur, none of the B Ordinary Shares shall be entitled to any distribution or return of assets other than as provided in paragraph (iii) of this article and paragraph (i) of article 3.1. With effect from an Exit, the B Ordinary Shares shall rank pari passu with the A Ordinary Shares for the purposes of paragraph (v) of this article as if they constituted one class of share.

3.3 As regards redemption of Preference Shares:

- (a) Subject to the provisions of the Statutes, the Company shall have the right at any time and from time to time to redeem all or such other number of the Preference Shares then in issue as it may, by not less than 14 days' previous written notice to the holders of Preference Shares, specify and any such notice (a "redemption notice") shall also specify the date fixed for redemption. No Preference Share may be redeemed unless it is fully paid.
- (b) Subject to the provisions of the Statutes, upon each date on which all or any of the Preference Shares become due for redemption pursuant to the foregoing provisions of this article the Company shall pay to the holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such Shares) of each Preference Share then due to be redeemed an amount of £1 per Preference Share together with a sum equal to all arrears and accruals of dividend on such share (whether earned or not) calculated up to (and including) the actual date of redemption.
- (c) Certificates for Preference Shares shall be deemed to have been cancelled to the extent appropriate on the date upon which the shares to which they relate are redeemed in full. Following any partial redemption of Preference Shares certificates which then relate in part to Preference Shares which have not been redeemed shall be delivered up to the Company and, subject only to such delivery up, the Company shall (free of charge) issue new definitive certificates in respect of those Preference Shares which have not been redeemed.
- (d) Any partial redemption of Preference Shares shall be made amongst the holders of the Preference Shares pro rata (as nearly as may be without giving rise to fractions) according to their respective holdings of fully paid Preference Shares.
- (e) The Preference Shares shall not carry any rights to convert into Ordinary Shares.

3.4 As regards voting:

- (a) The A Ordinary Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at all general meetings of the Company;

- (b) The B Ordinary Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend and speak at all general meetings of the Company but no B Ordinary Share shall confer any right (in that capacity) to vote thereat unless or until an Exit. With effect from such time as an Exit shall occur the B Ordinary Shares shall confer on each holder thereof (in that capacity) the right to vote at all general meetings of the Company.
- (c) The Preference Shares shall confer on each holder thereof (in that capacity) the right to receive notice of and to attend and speak at all general meetings of the Company but shall not confer any right (in that capacity) to vote thereat.
- (d) The Deferred Shares shall not entitle the holders thereof (in that capacity) to receive notice of or to attend or vote at any general meeting of the Company at any time.
- (e) On a show of hands every holder of an Ordinary Share which confers a present right to vote who is present in person or by proxy (or being a corporation is present by a representative) shall have one vote, and on a poll every holder of an Ordinary Share conferring such a right who is present in person or by a proxy (or being a corporation is present by a representative) shall have one vote for every such Ordinary Share.

3.5 As regards conversion of A Ordinary Shares:

Upon each allotment of B Ordinary Shares, other than an allotment on the date of adoption of these articles, for each B Ordinary Share allotted one A Ordinary Share shall automatically convert into a Deferred Share on the following terms:

- (a) Such conversion shall be at no cost to the holder(s) of the A Ordinary Shares and, if A Ordinary Shares shall be held by more than one person, the A Ordinary Shares to be converted shall be apportioned rateably (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) among the holders of the A Ordinary Shares and the certificate of the auditors as to the number of shares to be converted and the apportionment of such Shares among the holders thereof shall (save in the case of manifest error) be conclusive and binding on the Company and its members.
- (b) immediately after such conversion the holders of the A Ordinary Shares shall be bound to deliver up to the Company for cancellation the certificates in respect of their pre-conversion holdings of A Ordinary Shares and, subject to such certificates being delivered up to the Company, the Company shall (subject as provided in article 3.6) issue to the persons entitled thereto certificates for the Deferred Shares resulting from the conversion and for the remaining A Ordinary Shares.

3.6 Conversion of A Ordinary Shares into Deferred Shares shall be deemed to confer an irrevocable authority on the Company at any time thereafter either:

- (a) to sell for a price of £0.01 per Deferred Share to such person as the directors may in the absolute discretion nominate any or all of Deferred Shares then in issue and to appoint any one or more of the directors to execute on behalf of the holders of

such Deferred Shares a transfer thereof and to receive on behalf of such holders the purchase price thereof; or

- (b) (subject to the requirements of the Statutes) to purchase the same for £0.01 per Deferred Share without obtaining the sanction of the holder or holders of such Deferred Shares (in that capacity) for the purposes of such purchase and to appoint any one or more of the directors to execute on behalf of any holder of the Deferred Shares a contract for the sale to the Company of any such shares held by such holder;

and pending any such transfer and/or purchase the Company shall be entitled to retain the certificates for such Deferred Shares.

3.7 As regards conversion of B Ordinary Shares:

Upon any B Ordinary Share being acquired by a holder of any A Ordinary Shares or a person holding warrants entitling the holder to subscribe for ordinary shares in the capital of such a holder of A Ordinary Shares (a "Relevant Warrantholder"), such B Ordinary Share shall immediately after the approval of the transfer of the same by the directors of the Company automatically convert into and be redesignated as an A Ordinary Share. Subject to the relevant member delivering the relevant certificate (or indemnity or other evidence) in respect of shares so converted in accordance with this article, the Company shall within 10 days thereafter forward to such member by post to his address shown in the register of members, at his own risk, free of charge, a definitive certificate for the appropriate number of A Ordinary Shares. In the meantime, transfers of such Ordinary Shares shall be certified against the Register. Each person acquiring any B Ordinary Share (other than a holder of A Ordinary Shares) shall provide written confirmation to the Company as to whether or not he is a Relevant Warrantholder prior to or contemporaneously with the approval by the directors of the Company of the transfer of such B Ordinary Shares, and if such person claims to be a Relevant Warrantholder, such confirmation shall be accompanied by a certificate signed by a director or company secretary of the holder of A Ordinary Shares which has issued such Warrants confirming that such person is a Relevant Warrantholder. The provisions of this article 3.7 shall not operate to convert any B Ordinary Share issued to a person who is a Relevant Warrantholder on the date of issue of such B Ordinary Share unless and until such share shall be transferred to a holder of A Ordinary Shares or to some other Relevant Warrantholder (not being a Permitted Transferee of such holder of B Ordinary Shares).

Variation of rights

- 3.8 Whenever the share capital of the Company is divided into different classes of shares, the special rights attached to any class may, subject to the provisions of the Statutes, be varied or abrogated (i) in such manner (if any) as may be provided by those rights; (ii) either with the consent in writing of the holders of not less than three quarters in nominal value of the issued shares of the class; or (iii) with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class (but not otherwise) and may be so varied or abrogated whilst the Company is a going concern or during or in contemplation of a winding-up. To every such separate general meeting all the provisions of these articles relating to general meetings of the Company and to the proceedings at such general meetings shall with necessary modifications apply, except that:

- (a) the necessary quorum shall be two persons holding or representing by proxy at least one-third in nominal value of the issued shares of the class (but so that if at any adjourned meeting a quorum as defined above is not present, any one holder of any shares of the class present in person or by proxy shall be a quorum);
 - (b) the shares of the class in question shall carry the right to vote at such meeting notwithstanding that such shares would not entitle the holders of such shares to vote at a general meeting of the Company; and
 - (c) any holder of shares of the class present in person or by proxy may demand a poll and every such holder shall on a poll have one vote for every share of the class held by him.
- 3.9 The preceding article shall apply to the variation or abrogation of the special rights attached to some only of the shares of any class as if each group of shares of the class differently treated formed a separate class the special rights of which are to be varied.
- 3.10 The special rights attached to the Preference Shares shall not, unless otherwise expressly provided by the terms of issue of such Preference Shares, be varied or be deemed to be varied:
- (a) by the creation or issue of further shares ranking as regards participation in the profits or assets of the Company in some or all respects equally with such shares but in no respect in priority to such shares;
 - (b) by the conversion of any Ordinary Shares in accordance with articles 3.5 to 3.7 inclusive;
 - (c) by the variation of the periods or procedures in articles 8.16 to 8.23 in accordance with the provisions of article 8.18; or
 - (d) by the purchase by the Company of any of its own shares in accordance with the Statutes and articles 2.6 and 2.7.
- 3.11 The rights attached to the B Ordinary Shares shall not be varied or be deemed to be varied:
- (a) by the creation or issue of any further Preference Shares or B Ordinary Shares or shares ranking as regards participation in the profits or assets of the Company in some or all respects equally with such B Ordinary Shares but in no respect in priority to such shares;
 - (b) by the conversion of any Ordinary Shares in accordance with articles 3.5 to 3.7 inclusive;
 - (c) by the purchase by the Company of any of its own shares in accordance with the Statutes and articles 2.6 and 2.7; or
 - (d) by the variation of the periods or procedures in articles 8.16 to 8.23 in accordance with the provisions of article 8.18.

4. Shares

Trust etc interest not recognised

- 4.1 Except as ordered by a court of competent jurisdiction or as required by law, the Company shall not be bound by or required in any way to recognise (even when it has notice) the terms of any trust on which any shares are held or any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share or (except only as otherwise provided by these articles or by law) any other right in respect of any share except an absolute right to the entirety of such share.

Rights attaching to shares on issue

- 4.2 Without prejudice to any special rights previously conferred on the holders of any shares or class of shares for the time being issued, any share in the Company may be issued with such preferred, deferred or other special rights, or subject to such restrictions, whether in regard to dividend, return of capital, voting or otherwise, as the Company may from time to time by ordinary resolution determine (or, in the absence of any such determination, as the Board may determine).

Redeemable shares

- 4.3 Subject to the provisions of the Statutes and of any resolution of the Company in general meeting passed in pursuance of such provisions and the rights attaching to existing shares, the Company may issue shares which are to be redeemed or are liable to be redeemed at the option of the Company or the shareholder, and such shares shall be redeemed on such terms and in such manner as may from time to time be provided by these articles.

Board's authority to allot

- 4.4 Subject to the provisions of the Statutes and these articles, the directors are generally and unconditionally authorised to exercise any power of the Company to offer, allot or grant rights to subscribe for or convert securities into or otherwise dispose of any shares (or interests in shares) in the Company, or any other relevant securities, up to the authorised share capital of the Company as at the date of adoption of these articles, to such persons, at such times and generally on such terms and conditions as the directors think proper provided that such authority shall only apply insofar as the Company in general meeting shall not have varied, renewed or revoked the same and provided that such authority may only be exercised within five years commencing upon the date of the adoption of these articles.
- 4.5 Any offer or agreement in respect of relevant securities, which is made by the Company prior to the expiration of such authority and in all other respects within the terms of such authority, shall be authorised to be made, notwithstanding that such offer or agreement would or might require relevant securities to be allotted after the expiration of such authority and, accordingly, the directors may at any time allot any relevant securities in pursuance of such offer or agreement.

- 4.6 The authority conferred upon the directors to allot relevant securities may at any time, by ordinary resolution of the Company in general meeting, be revoked, varied or renewed (whether or not it has been previously renewed under these articles) for a further period not exceeding five years.
- 4.7 The Board may only allot a B Ordinary Share to a person if such person has signed a deed of adherence in a form approved by the Board (such approval not to be unreasonably withheld or delayed) to each agreement (if any) existing at such date between, inter alia, the other B Ordinary Shareholders and the A Ordinary Majority Shareholder containing provisions relating to the transfer of the B Ordinary Shares.

Commissions on issue of shares

- 4.8 The Company may exercise the powers of paying commissions conferred by the Statutes to the full extent thereby permitted. The Company may also on any issue of shares pay such brokerage as may be lawful.

Renunciation of allotment

- 4.9 Subject to the provisions of the Statutes and of these articles, the Board may at any time after the allotment of any share but before any person has been entered in the Register as the holder of the share recognise a renunciation of such share by the allottee in favour of some other person and may accord and/or grant to any allottee of a share a right to effect such renunciation upon and subject to such terms and conditions as the Board may think fit to impose.

5. Share Certificates

General

- 5.1 Subject to the provisions of the Statutes, the Board may by resolution determine, either generally or in any particular case or cases, that share certificates need not be issued under a seal. The Board may by resolution decide, either generally or in any particular case or cases, that any signatures on any share certificate need not be autographic but may be applied to the certificates by mechanical means or may be printed on them or that the certificates need not be signed by any person.

Joint holders

- 5.2 In the case of a share held jointly by several persons the Company shall not be bound to issue more than one certificate for such share and delivery of a certificate to one of two or more joint holders shall be sufficient delivery to all joint holders.

Issue of share certificate

- 5.3 Subject to the provisions of these articles, every person whose name is entered in the Register in respect of any shares of any one class, shall upon the issue or transfer of such shares, be entitled without payment to a certificate for such shares (in the case of issue) within one month (or such longer period as the terms of issue shall provide) after allotment or (in the case of a transfer of fully-paid shares) within fourteen days after

lodgment of the transfer or (in the case of a transfer of partly-paid shares) within two months after lodgment of transfer.

Balance certificate

- 5.4 Where some only of the shares comprised in a share certificate are transferred the old certificate shall be cancelled and a new certificate for the balance of such shares shall be issued without charge.

Replacement of share certificates

- 5.5 Any two or more certificates representing shares of any one class held by any member may at his request and on surrender of the original certificates be cancelled and a single new certificate for such shares issued in lieu without charge.
- 5.6 If any member shall surrender for cancellation a share certificate representing shares held by him and request the Company to issue in lieu two or more share certificates representing such shares in such proportion as he may specify, the Board may, if it thinks fit, comply with such request.
- 5.7 If a share certificate shall be defaced, worn out or alleged to have been lost, stolen or destroyed, it shall be replaced without charge (other than exceptional out-of-pocket expenses) but on such terms (if any) as to evidence and indemnity and to payment of any expenses of the Company in investigating such evidence and preparing such indemnity as the Board may think fit and, where it is defaced or worn out, after delivery of the old certificate to the Company.
- 5.8 In the case of shares held jointly by several persons any request for a new share certificate may be made by any one of the joint holders.

6. Calls on Shares

Power to make calls

- 6.1 The Board may from time to time make calls upon the members in respect of any money unpaid on their shares (whether on account of the nominal value of the shares or, when permitted, by way of premium) but subject always to the terms of issue of such shares. A call shall be deemed to have been made at the time when the resolution of the Board authorising the call was passed and may be made payable by instalments. A person upon whom a call is made shall remain liable on such call notwithstanding the subsequent transfer of shares in respect of which the call was made.

Liability for calls

- 6.2 Each member shall (subject to receiving no fewer than fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the sum called on his shares. The joint holders of a share shall be jointly and severally liable to pay all calls in respect of such share. A call may be revoked or postponed as the Board may determine.

Interest on overdue sums

- 6.3 If a sum called in respect of a share is not paid before or on the day appointed for payment of such sum, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment of such sum to the time of actual payment at such rate (not exceeding 15 per cent. per annum) as the Board determines but the Board shall be at liberty to waive payment of such interest wholly or in part.

Other sums due on shares

- 6.4 Any sum (whether on account of the nominal value of the share or by way of premium) which by the terms of issue of a share becomes payable upon allotment or at any fixed date shall for all the purposes of these articles be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable. In case of non-payment all the relevant provisions of these articles as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified.

Power to differentiate between holders

- 6.5 The Board may on the issue of shares differentiate between the holders as to the calls to be made and the times of payment.

Payment of calls in advance

- 6.6 If the Board thinks fit the Company may receive from any member who is willing to advance them all or any part of the moneys uncalled and unpaid upon the shares held by him and upon all or any of the moneys so advanced the Company may (until the moneys would, but for the advance, become payable) pay interest at such rate, not exceeding (unless the Company by ordinary resolution shall otherwise direct) 15 per cent. per annum as the Board may decide. While any amount paid up in advance of calls on any share may entitle the holder of the share to interest it shall not entitle the holder to participate in respect of that amount in any dividend.

7. Forfeiture and Lien

Notice on failure to pay a call

- 7.1 If a member (or any person entitled on transmission) fails to pay in full any call or instalment of a call on or before the due date for payment of such call or instalment, the Board may at any time after the failure serve a notice on him requiring payment of so much of the call or instalment as is unpaid together with any interest which may have accrued on such call or instalment and any expenses incurred by the Company by reason of such non-payment.
- 7.2 The notice shall name a further day (being not fewer than seven days from the date of service of the notice) on or before which, and the place where, the payment required by the notice is to be made, and shall state that in the event of non-payment in accordance with such notice the shares on which the call was made will be liable to be forfeited.

Forfeiture for non-compliance

- 7.3 If the requirements of any such notice as is referred to in the preceding article are not complied with, any share in respect of which such notice has been given may at any time after the non compliance, before payment of all calls and interest and expenses due in respect of such share has been made, be forfeited by a resolution of the Board to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited share and not actually paid before forfeiture. The Board may accept a surrender of any share liable to be forfeited under these articles.

Notice on previous holder

- 7.4 Where any share has been forfeited, notice of the forfeiture shall be served upon the person who was the holder of the share before forfeiture, but no forfeiture shall be invalidated in any manner by any omission or neglect to give such notice.

Disposal of forfeited shares

- 7.5 A share forfeited or surrendered shall become the property of the Company and may be sold, re-allotted or disposed of in any other way by the Board either to the person who was the holder of such share or entitled to such share before such forfeiture or surrender, or to any other person upon such terms and in such manner as the Board shall think fit and at any time before a sale, re-allotment or other disposition the forfeiture may be annulled by the Board on such terms as it thinks fit. The Board may, if necessary, authorise some person to execute an instrument of transfer of shares in the name and on behalf of the person entitled by transmission to the shares to effect a transfer a forfeited or surrendered share to any such other person.

Holder to remain liable despite forfeiture

- 7.6 A member whose shares have been forfeited or surrendered shall cease to be a member in respect of the shares (and shall surrender to the Company for cancellation the certificate for such shares) but shall notwithstanding the forfeiture or surrender remain liable to pay to the Company all moneys which at the date of forfeiture or surrender were presently payable by him to the Company in respect of the shares with interest on such shares at such rate (not exceeding 15 per cent. per annum) as the Board may determine from the date of forfeiture or surrender until payment. The Board may at its absolute discretion enforce payment without any allowance for the value of the shares at the time of forfeiture or surrender or waive payment in whole or in part.

7. *Lien on partly-paid shares*

- 7.7 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share. The Board may waive any lien which has arisen and may resolve that any share shall for some limited period be exempt wholly or partially from the provisions of this article.

Sale of shares subject to lien

- 7.8 The Company may sell in such manner as the Board thinks fit any share on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable nor until the expiration of fourteen days after a notice in writing stating and demanding payment of the sum presently payable and giving notice of intention to sell in default shall have been given to the holder for the time being of the share or the person entitled to such share by reason of his death, bankruptcy, liquidation or otherwise.

Proceeds of sale of shares subject to lien

- 7.9 The net proceeds of sale of shares subject to a lien (after payment of the costs of such sale) shall be applied in or towards payment or satisfaction of the debts or liabilities in respect of which the lien exists so far as the same are presently payable and any residue shall (subject to a like lien for liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. For giving effect to any such sale the Board may authorise some person to execute an instrument of transfer of the shares in the name and on behalf of the person entitled by transmission to effect a transfer of the shares sold to, or in accordance with the directions, of, the purchaser.

Evidence of forfeiture

- 7.10 A statutory declaration in writing that the declarant is a director or the Secretary and that a share has been duly forfeited or surrendered or sold to satisfy obligations covered by a lien of the Company on a date stated in the declaration shall be conclusive evidence of the facts stated in the declaration as against all persons claiming to be entitled to the share. Such declaration shall (subject to the execution of a transfer if the same be required) constitute a good title to the share and the person to whom the share is sold, re-allotted or disposed of shall be registered as the holder of the share and shall not be bound to see to the application of the purchase moneys (if any) nor shall his title to the share be affected by any irregularity or invalidity in the proceedings relating to the forfeiture, surrender, sale, re-allotment or other disposal of the share.

8. Transfer of Shares

Transfer of securities without a written instrument

- 8.1 Title to any securities of the Company may be evidenced and title to and interests in securities may be transferred without a written instrument in accordance with statutory regulations from time to time made under the Statutes, and the Board shall have power to implement any arrangements it may think fit for such evidencing and transfer which accord with those regulations.

Form of transfer

- 8.2 All transfers of shares may be effected by transfer in writing in any usual or common form or in any other form acceptable to the Board and may be under hand only. The instrument of transfer shall be signed by or on behalf of the transferor and (except in the

case of fully paid shares) by or on behalf of the transferee. The transferor shall remain the holder of the shares concerned until the name of the transferee is entered in the Register in respect of such shares. All instruments of transfer which are registered may be retained by the Company.

Closing of Register

- 8.3 Subject to the provisions of the Statutes, the registration of transfers may be suspended at such times and for such periods (not exceeding 30 days in any year) as the Board may from time to time determine and either generally or in respect of any class of shares.

Right to refuse to register a transfer

- 8.4 Subject to the provisions of the Statutes, the Board may in its absolute discretion and without assigning any reason for its actions refuse to register any transfer of any share which is not a fully paid share and in the case of a transfer of B Ordinary Shares, the Board may refuse to register a transfer if the proposed transferee has failed to provide the confirmation referred to in article 3.7.
- 8.5 No transfer will be made or registered by the Company unless and until the proposed transferee has executed a deed of adherence in a form approved by the Board (such approval not to be unreasonably withheld or delayed) to each agreement (if any) made between, inter alii, the other B Ordinary Shares and the A Ordinary Majority Shareholder containing provisions relating to the transfer of the B Ordinary Shares.

Other rights to decline registration

- 8.6 The Board may decline to recognise any instrument of transfer unless:
- (a) the instrument of transfer:
 - (i) is in respect of only one class of share;
 - (ii) is lodged at the Registered Office or such other place as the Board may appoint; and
 - (iii) is accompanied by the relevant share certificate(s) and such other evidence as the Board may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do);
 - (b) in the case of a transfer to joint holders, the number of joint holders does not exceed four; and
 - (c) any transfer of shares in breach of these articles.

Notice of refusal

- 8.7 If the Board refuses to register a transfer, it shall send notice of the refusal to the transferee within two months of the date on which the transfer was lodged with the Company.

No fee for registration

- 8.8 No fee will be charged by the Company in respect of the registration of any instrument of transfer, or probate, or letters of administration, or certificate of marriage or death, or stop notice, or power of attorney, or other document relating to or affecting the title to any shares or otherwise for making any entry in the Register affecting the title to any shares.

8.9 *Transfer of Shares by holder of B Ordinary Shares*

No member shall transfer or create any Encumbrance in or over any B Ordinary Shares held by him other than:

- (a) (save as permitted with regard to a transfer in article 8.9(c) below) with A Ordinary Shareholder Approval (which may be given or withheld in the absolute discretion of the A Ordinary Majority Shareholder and may be given subject to conditions);
- (b) pursuant to the provisions of article 8.10 or, provided that prior to or contemporaneously with such transfer the Proposing Transferor has acquired or will acquire a Controlling Interest, 8.11; or
- (c) subject to article 8.24, to a Permitted Transferee of such member.

Any purported transfer other than in accordance with the provisions of this article shall be void and have no effect.

8.10 *Drag-Along*

- (a) If the A Shareholder Majority intends to sell all or some of its holding of A Ordinary Shares representing a Controlling Interest (the shares to be sold by the A Ordinary Majority Shareholder being referred to as "Sale Shares") to a proposed purchaser or purchasers (none of whom is an Affiliate of the A Ordinary Majority Shareholder) Acting in Concert (the "Proposed Purchaser") such A Ordinary Majority Shareholder shall have the right to give to holders of B Ordinary Shares at least 5 Business Days' advance written notice prior to its selling the Sale Shares requiring the holders of B Ordinary Shares to sell to the Proposed Purchaser all of their holdings of B Ordinary Shares. That notice (the "Drag Along Notice") will be made in the manner set out in article 35 and will include details of the Sale Shares and the proposed price for each Sale Share to be paid by the Proposed Purchaser, details of the Proposed Purchaser, the place and the date and time of completion (the "Sale Completion") of the proposed purchase, which shall be on a date not less than 5 Business Days after the date of receipt of the holders of B Ordinary Shares of the Drag Along Notice.

- (b) The holders of B Ordinary Shares shall sell all of their B Ordinary Shares referred to in the Drag Along Notice at the highest price per Sale Share sold by the A Ordinary Majority Shareholder to the Proposed Purchaser in the period of one month ended on the date of the Sale Completion and on the terms set out in the Drag Along Notice which shall be at least as favourable terms as the terms offered for the Sale Shares.
- (c) If a holder of B Ordinary Shares fails to comply with article 8.10(b) (a "Defaulting Shareholder") the Company shall be constituted the agent of the Defaulting Shareholder for the sale of his B Ordinary Shares in accordance with the Drag Along Notice (together with all rights then attached thereto) and the Board may authorise any person to execute and deliver on behalf of and as attorney for the Defaulting Shareholder the necessary instrument(s) of transfer. The Company's receipt of the relevant purchase money shall be good discharge to the Proposed Purchaser (who shall not be bound to see to the application thereof). The Company shall thereafter hold the purchase money on trust for Defaulting Shareholder and register the Proposed Purchaser as the holder of his B Ordinary Shares. After the Proposed Purchaser has been entered in the Register of Members of the Company in purported exercise of these powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money due to the Defaulting Shareholder until the Defaulting Shareholder shall have delivered to the Company his share certificate(s) or a suitable indemnity in respect of the B Ordinary Shares the subject of the Drag Along Notice. The Defaulting Shareholder shall not be required to comply with a Drag Along Notice unless the A Ordinary Majority Shareholder shall sell the Sale Shares to the Proposed Purchaser on the Sale Completion, subject at all times to the A Ordinary Majority Shareholder being able to withdraw the Drag Along Notice at any time prior to the Sale Completion by giving notice to the Company to that effect, whereupon each Drag Along Notice shall cease to have effect.

8.11 *Tag-Along*

- (a) If the A Ordinary Majority Shareholder elects not to serve a Drag Along Notice under article 8.10 it shall in any event serve written notice informing the holders of B Ordinary Shares of any proposed sale of the Sale Shares to the Proposed Purchaser which would, if completed, result in the Proposed Purchaser acquiring a Controlling Interest in the Company, at least 5 Business Days in advance of the date of such sale ("Sale Notice"). If the A Ordinary Majority Shareholder fails to serve such Sale Notice it shall be deemed to have been served 5 Business Days in advance of the date of the proposed sale. The Sale Notice shall contain the same information as would be required to be given in a Drag Along Notice.
- (b) If as a result of the completion of the sale of A Ordinary Shares by the A Ordinary Majority Shareholder the Proposed Purchaser would acquire a Controlling Interest in the Company, any holder of B Ordinary Shares shall have the right at any time prior to the sale of the Sale Shares to the Proposed Purchaser to give the A Ordinary Majority Shareholder written notice of his desire to sell all (but not merely some of) its B Ordinary Shares to the Proposed Purchaser on the same terms and conditions as set out in the Sale Notice ("Tag Along Notice").

- (c) Upon giving the Tag Along Notice to the A Ordinary Majority Shareholder the holders of B Ordinary Shares shall be entitled to sell to the Proposed Purchaser (and the A Ordinary Majority Shareholder shall not be entitled to sell its shares unless it shall procure that such offer is made) all (but not merely some) of their B Ordinary Shares, on the same terms and conditions as set out in the Sale Notice or if no such price is specified at the highest price per Sale Share to be sold by the A Ordinary Majority Shareholder to the Proposed Purchaser on the Sale Completion by the A Ordinary Majority Shareholder and on the terms offered for the Sale Shares.
- (d) If any holder of B Ordinary Shares is not given the opportunity to participate in the transaction contemplated in the Sale Notice in accordance with the terms and conditions of this article 8.11, the A Ordinary Majority Shareholder may not complete such transaction and the directors may not register the transfer of the A Ordinary Majority Shareholder's Shares.

Compulsory transfers

- 8.12 If a member, being an individual, becomes bankrupt so as to cease to be an employee of any Group Company, that member and his trustee in bankruptcy shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If the Permitted Transferor, being an individual, becomes bankrupt so as to cease to be an employee of any Group Company, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under article 8.8(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 8.13 The legal personal representative of a deceased member entitled to any B Ordinary Share in consequence of the death of a member shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share of which the deceased member was the registered holder upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor shall die, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under article 8.9(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 8.14 If an order is made by a court having jurisdiction in matters concerning mental disorder for the member's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs so that such member shall cease to be an employee of any Group Company then he (including any attorney appointed under an enduring power of attorney) and such receiver, curator bonis or such other person shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor has an order made in respect of him by a court having jurisdiction in matters concerning mental disorder for the Permitted Transferor's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the Permitted Transferor's property or affairs so that such Permitted

Transferor shall cease to be an employee of any Group Company, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under article 8.9(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.

- 8.15 If a member who is an employee of any Group Company shall cease for any reason (other than a reason set out in articles 8.12 to 8.14 inclusive) to be an employee and following such cessation shall not be an employee of any other Group Company then he shall be bound to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do. If a Permitted Transferor who is an employee of any Group Company shall cease for any reason (other than a reason set out in articles 8.12 to 8.14 inclusive) to be an employee and following such cessation shall not be an employee of any other Group Company, any member who is an Affiliate of such Permitted Transferor and who has acquired shares directly or indirectly pursuant to a transfer made under article 8.9(c) shall be obliged to sell and to transfer to the Transferee(s) at the Transfer Price on the Transfer Date each B Ordinary Share registered in his name upon receipt of notice from the Company requiring him so to do.
- 8.16 Upon the date falling two clear days after the date upon which the Transfer Price shall have been agreed or certified in accordance with article 8.23 (as the case may be) the directors shall by notice in writing offer for sale subject to the provisions of these articles at the Transfer Price the Compulsory Sale Shares to the holders of the A Ordinary Shares inviting each such holder of A Ordinary Shares to state in writing within 10 clear days from the date of the such notice whether he is willing to purchase at the Transfer Price any and if so what number of the Compulsory Sale Shares. Upon the expiry of the period of 10 clear days referred to in this article 8.16 the directors shall allocate the Compulsory Sale Shares amongst the holder(s) of the A Ordinary Shares who shall have notified their willingness to purchase in accordance with such invitation in accordance with articles 8.17 and 8.18.
- 8.17 If the aggregate number of shares applied for by the holder(s) of A Ordinary Shares shall be equal to or less than the number of Compulsory Sale Shares, the Compulsory Sale Shares shall be allocated amongst the applicants in accordance with their applications and any balance shall be allocated to such person (other than a person whose shares are required to be transferred pursuant to articles 8.12 to 8.15 inclusive) as the directors (other than any director whose shares are required to be transferred pursuant to this 8.12 to 8.15 inclusive) shall nominate.
- 8.18 If there shall be more than one holder of A Ordinary Shares and number of shares applied for by such holders shall be more than the number of Compulsory Sale Shares:
- (a) the Compulsory Sale Shares shall be allocated amongst the applicants as nearly as practicable in proportion to their holdings of shares provided that if such allocation would result in the allocation to any applicant of a number of shares in excess of the number stated in his application, the balance shall be re-allocated in accordance with paragraph (b) of this article;
 - (b) any balance arising under the proviso to paragraph (a) of this article shall be re-allocated among the remaining applicants as nearly as practicable proportionately

according to their shareholdings and the proviso to paragraph (a) of this article shall apply to such re-allocation and if necessary the process shall be repeated until either all the Compulsory Sale Shares shall have been allocated or all of the applications shall have been satisfied.

If there shall be only one member holding A Ordinary Shares and such member shall hold a Controlling Interest, the Company and such member shall be entitled to modify the periods set out in articles 8.16 to 8.23 by agreement between them and any such variation shall be binding on all of the members.

- 8.19 Upon the expiry of two clear days following completion of the allocation procedures set out in articles 8.17 and 8.18, the Company shall forthwith give notice of such allocation (an "Allocation Notice") to the Transferor and to each Transferee and shall specify in such notice the number of shares allocated to such Transferee, the Transfer Price, and the place and time (being not earlier than 5 days and not later than 10 days after the date of the Allocation Notice) at which the Transfer Price is to be paid by such Transferee and the shares allocated are to be transferred by the Transferor.
- 8.20 Completion of the transfers referred to in article 8.12 to 8.15 shall take place on the Transfer Date when the following business shall be transacted contemporaneously:-
- (a) the Transferee(s) shall (subject to article 8.22) pay or shall procure to be paid to the Transferor an amount equal to the Transfer Price multiplied by the number of Compulsory Sale Shares allocated to him; and
 - (b) the Transferor shall deliver to the directors or as they shall direct one or more duly executed instruments of transfer in respect of the Compulsory Sale Shares together with the relative share certificates (such instruments of transfer to be in favour of the relevant Transferee(s)) together with such other documents (if any) as may be necessary or expedient for the purpose of vesting in the relevant Transferee all of the Transferor's right, title and interest in the Compulsory Sale Shares.
- 8.21 If the Transferee(s) has performed, or is willing to perform, his obligations in full under article 8.20 and the Transferor concerned fails or refuses to deliver to the directors on the Transfer Date or as the directors shall direct a duly executed instrument of transfer transferring the Compulsory Sale Shares or any other document required under article 8.20, any one or more of the directors shall be authorised to execute and deliver such an instrument of transfer as attorney for the Transferor and to do any other acts and/or execute any other documents on behalf of the Transferor as are required in connection with the transfer of all his right, title and interest in the Compulsory Sale Shares to the Transferee(s) or are necessary or expedient for the purpose of vesting in the Transferee(s) all his right, title and interest in the Compulsory Sale Shares. Following such transfer and subject to article 8.22, the Company shall hold all monies paid to it pursuant to article 8.20 on trust for the Transferor concerned and the validity of such proceedings shall not be questioned by any person.
- 8.22 If the Transferor shall be liable for the costs of the auditors of the Company pursuant to article 8.23, and to the extent that the auditors not have been paid such costs by the Transferor, the Company shall be entitled to require the Transferee(s) to pay or procure to be paid to the Company the Transfer Price and the Company shall be entitled to apply

the same in or towards satisfying such auditors' costs and the balance then remaining (if any) shall be paid to the Transferor. Each holder of Shares consents to any such receipt and payment by the Company and agrees that such payment by the Transferee(s) shall, to the extent of the sum of the auditors' costs referred to in this article 8.22, be a good discharge.

8.23 In the case of any transfer required to be made by a Good Leaver the Transferor and the directors (other than any director whose B Ordinary Shares are required to be transferred pursuant to articles 8.12 to 8.15), shall use reasonable endeavours to attempt to agree the Transfer Price within 14 clear days of the date upon which notice requiring a transfer of B Ordinary Shares shall have been given to a Transferor. If the Transfer Price shall not have been so agreed within such period, the directors shall instruct the auditors for the time being of the Company to determine and certify as soon as practicable the sum per Compulsory Sale Share considered in their opinion to be the Transfer Price per Compulsory Sale Share. In assessing the market value of the Compulsory Sale Shares, the auditors shall proceed on the basis that:

- (a) there is no discount or premium by reason of the fact that the Compulsory Sale Shares do or do not form a minority or majority of all shares in the capital of the Company;
- (b) there is a willing buyer and seller for the Compulsory Sale Shares on an arm's length basis;
- (c) regard is taken of the fair value of the business of the Company as a going concern;
- (d) regard is taken of any right to subscribe for, or to convert any security into, shares in the Company or any subsidiary (as such term is defined in the Act) of the Company; and
- (e) all inherent tax and other liabilities and obligations of the Company and its subsidiaries (as such term is defined in the Act) are taken into account.

The auditors determination shall be final and binding on all person concerned and, in the absence of fraud, they shall be under no liability to any such person by reason of their determination or certification or by anything done or omitted to be done by them for the purpose thereof or in connection therewith. For the purposes of this article 8.23 the auditors shall act as experts and not as arbitrators. The costs and expenses of the auditors in relation to the making of their determination shall (to the extent permitted by law) be borne by the Company and otherwise shall be borne by the Transferor and the Transferee(s) in such proportions as the auditors shall determine.

No Permitted Transfers

8.24 Whilst any Shares are being transferred or are the subject of a Drag Along Notice under article 8.10, a Tag Along Notice under article 8.11 or a notice given under articles 8.12, 8.13, 8.14 or 8.15 no transfers of Shares pursuant to Article 8.9(c) shall be permitted.

Further provisions relating to Permitted Transferees

- 8.25 If any member to whom shares have been transferred pursuant to Article 8.9(c) (a "Relevant Member") ceases to be a Permitted Transferee in relation to his Permitted Transferor, such Relevant Member shall transfer all of the shares held by him to the Permitted Transferor or another Permitted Transferee of his Permitted Transferor within 5 days of the event giving rise to such cessation.
- 8.26 If a Relevant Member (other than a member who is, or was, an employee of any Group Company) becomes bankrupt or an order is made or resolution passed for its winding-up, administration or judicial management or a liquidator, administrative receiver, judicial or compulsory manager, receiver, administrator is appointed in respect of it or a material part of its assets or any analogous event occurs in relation to the Relevant Member anywhere in the world, that Relevant Member and his trustee in bankruptcy shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.
- 8.27 The legal personal representative of a deceased Relevant Member entitled to any B Ordinary Share in consequence of the death of a Relevant Member shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.
- 8.28 If an order is made by a court having jurisdiction in matters concerning mental disorder for a Relevant Member's detention or for the appointment of a receiver, curator bonis or other person appointed to exercise powers with respect to the member's property or affairs, then he (including any attorney appointed under an enduring power of attorney) and such receiver, curator bonis or such other person shall be bound to transfer all of the shares registered in his name to the Relevant Member's Permitted Transferor or another Permitted Transferee of the Relevant Member's Permitted Transferor within 15 days after receipt of notice from the Company requiring him so to do.
- 8.29 If any member defaults in complying with the provisions of articles 8.25 to 8.28, he shall be obliged to sell and to transfer to the Transferee(s) at a price equal to the nominal value of such shares on the Transfer Date each share registered in his name upon receipt of notice from the Company requiring him so to do and the provisions of Articles 8.16 to 8.21 shall apply mutatis mutandis with references and the "Transfer Price" for each such share for the purposes of such Articles shall be the nominal value of such share.

9. Transmission of Shares

Persons entitled on death

- 9.1 On the death of a shareholder, the survivors or survivor where the deceased was a joint holder, and the executors or administrators of the deceased where he was a sole or only surviving holder, shall be the only person or persons recognised by the Company as having any title to or interest in the shares, but nothing in this article shall release the estate of a deceased holder (whether sole or joint) from any liability in respect of any share held by him.

Election by persons entitled by transmission

- 9.2 Any person becoming entitled to a share in consequence of the death or bankruptcy of a member or of any other event giving rise by operation of law to such entitlement may (subject as provided in these articles) upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share either be registered himself as holder of the share upon giving to the Company notice in writing of his desire to be so registered or transfer such share to some other person. If he shall elect to have his nominee registered, he shall signify his election by signing an instrument of transfer of such share in favour of his nominee. All the limitations, restrictions and provisions of these articles relating to the right to transfer and the registration of transfers of shares shall be applicable to any such notice or transfer as if the death or bankruptcy of the member or other event had not occurred and the notice or transfer were a transfer executed by such member.

Rights of persons entitled by transmission

- 9.3 Save as otherwise provided by or in accordance with these articles a person becoming entitled to a share in consequence of the death or bankruptcy of a member or other event giving rise by operation of law to such entitlement (upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share) shall be entitled to the same dividends and other advantages as those to which he would be entitled if he were the registered holder of the share except that he shall not be entitled in respect of such share (except with the authority of the Board) to exercise any right conferred by membership in relation to meetings of the Company until he shall have been registered as a member in respect of the share. The Board may at any time give notice requiring any such person to elect either to be registered himself or to transfer the share and if the notice is not complied with within sixty days the Board may after that withhold payment of all dividends and other moneys payable in respect of the share until the requirements of the notice have been complied with.

10. Share Warrants to Bearer

Share warrants to bearer may be issued by the Board in respect of fully-paid shares on such terms and conditions as to voting and in all other respects as they may prescribe, providing that no new share warrant to bearer shall be issued to replace one that has been lost unless it is proved beyond reasonable doubt to the satisfaction of the Board to have been destroyed. The bearer of a share warrant shall be subject to the terms and conditions governing share warrants for the time being in force, whether made before or after the issue of such share warrant.

11. General Meetings

Annual general meetings

- 11.1 The Board shall convene and the Company shall hold general meetings as annual general meetings in accordance with the requirements of the Statutes.

Extraordinary general meetings

- 11.2 Any general meeting of the Company other than an annual general meeting shall be called an extraordinary general meeting.

Calling of general meetings

- 11.3 The Board may whenever it thinks fit, and shall on requisition in accordance with the Statutes, proceed with proper expedition to convene an extraordinary general meeting.

Form of resolution

- 11.4 Subject to the provisions of the Statutes, where for any purpose an ordinary resolution of the Company is required, a special or extraordinary resolution shall also be effective and where for any purpose an extraordinary resolution is required a special resolution shall also be effective.

Resolution in writing

- 11.5 A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall be as effectual as if it had been passed at a general meeting properly convened and held and may consist of several instruments in the like form each executed by or on behalf of one or more members.

12. Notice of General Meetings

Length of notice for general meetings

- 12.1 An annual general meeting and an extraordinary general meeting at which it is proposed to pass a special resolution or (save as provided by the Statutes) a resolution of which special notice has been given to the Company, shall be called by not fewer than twenty-one days' notice in writing and any other extraordinary general meeting by not fewer than fourteen days' notice in writing. The period of notice shall in each case be exclusive of the day on which it is served or deemed to be served and of the day on which the meeting is to be held. A general meeting, notwithstanding that it has been called by a shorter notice than that specified above, shall be deemed to have been duly called if it is so agreed:

- (a) in the case of an annual general meeting by all the members entitled to attend and vote at that annual general meeting; and
- (b) in the case of an extraordinary general meeting by a majority in number of the members having a right to attend and vote at that extraordinary general meeting, being a majority together holding not less than 95 per cent. in nominal value of the shares giving that right.

- 12.2 The accidental omission to give notice to or the non-receipt of notice by any person entitled to such notice shall not invalidate any general meeting or any proceedings at such general meeting.

Contents of notice of general meetings

12.3 Every notice calling a general meeting shall:

- (a) specify the place and the day and hour of the meeting, and contain a reasonably prominent statement that a member entitled to attend and vote is entitled to appoint one or more proxies to attend and, on a poll, vote instead of him and that a proxy need not be a member of the Company;
- (b) in the case of an annual general meeting, specify the meeting as such;
- (c) in the case of any annual general meeting at which business other than ordinary business is to be transacted, specify the general nature of such business; and
- (d) if any resolution is to be proposed as an extraordinary resolution or as a special resolution, set out in full the resolution to be proposed as an extraordinary resolution or as a special resolution as the case may be.

Ordinary business

12.4 Ordinary business in relation to an annual general meeting shall mean:

- (a) receiving or adopting the accounts;
- (b) declaring a dividend;
- (c) reappointing directors and appointing directors to replace those retiring at the meeting not offering themselves for reappointment;
- (d) reappointing auditors and authorising the Board to fix their remuneration;
- (e) granting, renewing or varying authority under section 80 of the Act or (providing the authority or disapplication terminates no later than fifteen months after the annual general meeting) disapplying section 89 of the Act;
- (f) granting or renewing a general authority for a company to purchase its own shares; and
- (g) renewing or regranting an existing authority for a scrip dividend alternative.

12.5 The notice of meeting shall be given to the members (other than any who, under the provisions of these articles or the terms of issue of the shares, are not entitled to receive notice) to the directors and to the auditors.

13. Proceedings at General Meetings

Chairman

- 13.1 The chairman of the Board (if any), failing whom the deputy chairman (if any), shall preside as chairman at a general meeting. If there is no such chairman or deputy chairman, or if at any meeting neither the chairman nor deputy chairman is present within five minutes after the time appointed for holding the meeting, or if neither of them is willing to act as chairman, the directors present shall choose one of their number (or, if no director is present or if all the directors present decline to take the chair, the persons present and entitled to vote on a poll shall choose one of their number), to be chairman of the meeting.

Quorum

- 13.2 No business other than the appointment of a chairman shall be transacted at any general meeting unless a quorum is present at the time when the meeting proceeds to business. Two members present in person or by proxy and entitled to vote at that meeting shall be a quorum for all purposes.

Adjournment

- 13.3 The chairman of any general meeting may with the consent of the meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time (or without a date being fixed) and from place to place, but no business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place. Where a meeting is adjourned without a date being fixed, the time and place for any adjourned meeting shall be fixed by the Board.
- 13.4 When a meeting is adjourned for thirty days or more or without a date being fixed, not fewer than seven days' notice of any adjourned meeting shall be given in the same manner as in the case of the original meeting.
- 13.5 If within five minutes (or such longer time not exceeding one hour as the chairman of the meeting may determine to wait) after the time appointed for the meeting a quorum is not present, or if during the meeting a quorum ceases to be present, the meeting, if convened on the requisition of members, shall be dissolved. In any other case it shall stand adjourned to such other day (not being fewer than fourteen nor more than twenty-eight days after such meeting) and at such other time or place as the chairman of the meeting may determine and that such adjourned meeting one member present in person or by proxy (whatever the number of shares held by him) shall be a quorum. The Company shall give not fewer than seven days' notice in writing of any meeting adjourned through want of a quorum and such notice shall state that one member present in person or by proxy (whatever the number of shares held by him) shall be a quorum.

Notice of adjourned meeting

- 13.6 Except as expressly provided in these articles, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

Amendments to resolutions

- 13.7 If an amendment shall be proposed to any resolution under consideration but shall in good faith be ruled out of order by the chairman of the meeting the proceedings on the substantive resolution shall not be invalidated by an error in such ruling. In the case of a resolution duly proposed as a special or extraordinary resolution no amendment to such resolution (other than a mere clerical amendment or to correct a patent error) may in any event be considered or voted upon.

Declaration by chairman

- 13.8 Unless a poll is required a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall in the absence of manifest error, be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

Demand for poll

- 13.9 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless (before or on the declaration of the result of the show of hands) a poll is demanded by:
- (a) the chairman of the meeting;
 - (b) not fewer than five members present in person or by proxy and entitled to vote at the meeting;
 - (c) a member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
 - (d) a member or members present in person or by proxy and holding shares in the Company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Withdrawal of demand for poll

- 13.10 A demand for a poll may be withdrawn at any time before the poll is taken or the close of the meeting, whichever is earlier, but only with the consent of the chairman and a demand so withdrawn shall not be taken to have invalidated the result of a show of hands declared before the demand was made.

Procedure on a poll

- 13.11 If a poll is required, it shall be taken in such a manner (including the use of ballot or voting papers or tickets) as the chairman of the meeting may direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The chairman of the meeting may (and if so directed by the meeting shall) appoint

scrutineers and may adjourn the meeting to some place and time fixed by him for the purpose of declaring the result of the poll.

Timing of poll

- 13.12 A poll demanded on the election of a chairman of the meeting or on a question of adjournment shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such subsequent time (not being more than thirty days from the date of the meeting) and place as the chairman of the meeting may direct. No notice need be given of a poll not taken immediately.

Continuing the meeting after a demand for a poll

- 13.13 A demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded.

14. **Votes of Members**

Votes attaching to shares

- 14.1 Subject to any special rights or restrictions as to voting attached by or in accordance with these articles to any shares or class of shares, on a show of hands every member who is present in person shall have one vote and on a poll every member who is present in person or by proxy shall have one vote for every share of which he is the holder.

Chairman's casting vote

- 14.2 In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote.

Votes of joint holders

- 14.3 In the case of joint holders of a share the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders and for this purpose seniority shall be determined by the order in which the names stand in the Register in respect of the share.

Votes by guardian

- 14.4 Where in the United Kingdom or elsewhere a guardian, receiver, curator bonis or other person (by whatever name called) has been appointed by any court claiming jurisdiction in that behalf to exercise powers with respect to the property or affairs of any member on the ground (however formulated) of mental disorder or being otherwise incapable of managing his affairs, the Board may in its absolute discretion, upon or subject to production of such evidence of the appointment as the Board may require, permit such guardian, receiver, curator bonis or other person on behalf of such member to vote in person or by proxy at any general meeting or to exercise any other right conferred by membership in relation to meetings of the Company.

No voting rights where calls outstanding

- 14.5 No member shall, unless the Board otherwise determines, be entitled, in respect of any share held by him, to vote at a general meeting either personally or by proxy or to exercise any other right conferred by membership in relation to meetings of the Company if any call or other sum presently payable by him to the Company in respect of that share remains unpaid.

Validity and result of vote

- 14.6 No objection shall be raised as to the admissibility of any vote except at the meeting or adjourned meeting at which the vote objected to is or may be given or tendered and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection shall be referred to the chairman of the meeting whose decision shall be final and conclusive.
- 14.7 Unless a poll is taken a declaration by the chairman of the meeting that a resolution has been carried, or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the minute book, shall be conclusive evidence of that fact without proof of the number or proportion of the votes recorded for or against such resolution.

Voting on a poll

- 14.8 On a poll votes may be given either personally or by proxy and a person entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.

15. Disclosure of Interests

- 15.1 For the purposes of these articles, unless the context otherwise requires:

- (a) "Disclosure Notice" means a notice issued by or on behalf of the Company requiring disclosure of interests in shares pursuant to section 212 of the Act;
- (b) "Specified Shares" means all or, as the case may be, some of the shares specified in a Disclosure Notice;
- (c) "Restrictions" means one or more, as determined by the Board, of the following:
 - (i) that the member holding the Specified Shares shall not be entitled, in respect of those shares, to attend or be counted in the quorum or vote either personally or by proxy at any general meeting or at any separate meeting of the holders of any class of shares or upon any poll or to exercise any other right or privilege in relation to any general meeting or any meeting of the holders of any class of shares;
 - (ii) that no transfer of the Specified Shares shall be effective or shall be registered by the Company;
 - (iii) that no dividend shall be paid in respect of the Specified Shares and that, in circumstances where an offer of the right to elect to receive shares

instead of cash in respect of any dividend is or has been made, any election made under that offer in respect of such Specified Shares shall not be effective,

provided that only the restriction referred to in sub-paragraph (i) may be determined by the Board to apply if the Specified Shares represent less than 0.25% of the relevant class;

- (d) "Restriction Notice" means a notice issued by or on behalf of the Company stating, or substantially to the effect, that the Specified Shares referred to in that notice shall be subject to one or more of the Restrictions stated in that notice;
- (e) a person other than the member holding a share shall be treated as appearing to be interested (as that word is construed for the purpose of section 212 of the Act) in that share if:
 - (i) the member has informed the Company, whether under any statutory provision relating to disclosure of interests or otherwise, that the person is, or may be, or has been at any time during the three years immediately preceding the date upon which the Disclosure Notice is issued, so interested; or
 - (ii) the Board (after taking account of any information obtained from the member or, pursuant to a Disclosure Notice, from any other person) knows or has reasonable cause to believe that the person is, or may be, or has been at any time during the three years immediately preceding the date upon which the Disclosure Notice is issued, so interested; or
 - (iii) in response to a Disclosure Notice, the member or any other person appearing to be so interested has failed to establish the identities of all those who are so interested and (after taking into account the response and any other relevant information) the Company has reasonable cause to believe that such person is or may be so interested; and
- (f) the Company shall not be treated as having received the information required by a Disclosure Notice in accordance with the terms of such Disclosure Notice in circumstances where the Board knows or has reasonable cause to believe that the information provided is false or materially incorrect.

15.2 Notwithstanding anything in these articles to the contrary, if:

- (a) a Disclosure Notice has been served on a member or any other person appearing to be interested in the Specified Shares; and
- (b) the Company has not received (in accordance with the terms of such Disclosure Notice) the information required in the notice in respect of any of the Specified Shares within fourteen days after the service of such Disclosure Notice.

then the Board may determine that the member holding the Specified Shares shall, upon the issue of a Restriction Notice referring to those Specified Shares in respect of which information has not been received, be subject to the Restrictions referred to in such

Restriction Notice, and upon the issue of such Restriction Notice such member shall be so subject. As soon as practicable after the issue of a Restriction Notice the Company shall serve a copy of the notice on the member holding the Specified Shares.

15.3 The Restrictions on shares shall cease to apply:

- (a) either in whole or in part at any time the Board may determine;
- (b) if the Company receives in accordance with the terms of the relevant Disclosure Notice the information required in that Disclosure Notice in respect of those shares; or
- (c) if the Company receives an executed instrument of transfer in respect of those shares, which would otherwise be given effect to, pursuant to a sale to a party not connected (within the meaning given in section 839 Income and Corporation Taxes Act 1988) with the member holding such shares or with any other person appearing to be interested in such shares where such sale is:
 - (i) on a recognised investment exchange;
 - (ii) on any stock exchange outside the United Kingdom on which the Company's shares are normally dealt; or
 - (iii) on the acceptance of an offer made to all the holders (or all the holders other than the person making the offer or his nominees) of the shares of the class of which the shares subject to the Restrictions form part to acquire those shares or a specified portion of them.

15.4 Notwithstanding article 15.3(c), the Restrictions on shares shall continue to apply if within ten days of receipt of the instrument of transfer the Board decides that it has reasonable cause to believe that the change in the registered holder of those shares would not be as a result of an arm's length sale resulting in a material change in the beneficial interests in those shares. Where the Board makes a decision pursuant to this article, the Company shall notify the purported transferee of the decision as soon as practicable and any person may make representations in writing to the Board concerning the decision. The Company shall not be liable to any person as a result of having imposed Restrictions or deciding that such Restrictions shall continue to apply if the Board acted in good faith.

15.5 Where dividends or other moneys are not paid as a result of Restrictions having been imposed on shares, such dividends or other moneys shall accrue and, upon the relevant restriction ceasing to apply, shall be payable (without interest) to the person who would have been entitled had the restriction not been imposed.

15.6 Shares which the Company offers or procures to be offered pro rata (or pro rata ignoring fractional entitlements and ignoring shares not offered to certain members by reason of legal or practical problems associated with offering shares outside the United Kingdom) to holders of shares which are subject to Restrictions shall on issue become subject to the same Restrictions.

15.7 The Board shall at all times have the right, at its discretion, to suspend, in whole or in part, any Restriction Notice either permanently or for any given period and to pay to a

trustee any dividend payable in respect of any shares subject to Restrictions or in respect of any shares issued in right of shares subject to Restrictions. Notice of any suspension, specifying the sanctions suspended and the period of suspension, shall be given to the relevant holder in writing within seven days after any decision to implement such a suspension.

- 15.8 The limitations on the powers of the Board to impose and retain Restrictions are without prejudice to the Company's power to apply to the court pursuant to the Statutes to apply the Restrictions or any other restrictions on any conditions.

16. **Proxy**

Proxy need not be a member

- 16.1 A proxy need not be a member of the Company.

Form of proxy

- 16.2 An instrument appointing a proxy shall be in writing in any usual or common form or in any other form which the Board may approve and:

- (a) in the case of an individual shall be signed by the appointor or by his attorney; and
- (b) in the case of a corporation shall be either given under its common seal or signed on its behalf by an officer, attorney or other person authorised to sign it.

Signature on proxy

- 16.3 The signature on an instrument appointing a proxy need not be witnessed. Where an instrument appointing a proxy is signed on behalf of the appointor by an attorney, the letter or power of attorney or a duly certified copy of such letter or power of attorney must (failing previous registration with the Company) be lodged with the instrument of proxy pursuant to the following article, failing which the instrument may be treated as invalid.

Deposit of form of proxy

- 16.4 An instrument appointing a proxy must be left at the Registered Office or such place or one of such places (if any) as may be specified for that purpose in or by way of note to the notice convening the meeting no fewer than forty-eight hours before the time appointed for the holding of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) for the taking of the poll at which it is to be used, and in default shall not be treated as valid. An instrument of proxy relating to more than one meeting (including any adjournment of such meeting) having once been so delivered for the purposes of any meeting shall not have to be delivered again for the purposes of any subsequent meeting to which it relates.

Rights of proxy

- 16.5 An instrument appointing a proxy shall be deemed to include the right to demand or join in demanding a poll but shall not confer any further right to speak at the meeting, except with the permission of the chairman of the meeting. The instrument shall, unless the contrary is stated on such instrument, be valid as well for any adjournment of the meeting as for the meeting to which it relates. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date named in it as the date of its execution. Delivery of an instrument appointing a proxy shall not preclude a member from attending and voting at the meeting or poll convened.

Revocation of proxy

- 16.6 A vote cast or demand for a poll made by proxy shall not be invalidated by the previous death or insanity of the principal or by the revocation of the appointment of the proxy or of the authority under which the appointment was made unless written notice of such death, insanity or revocation shall have been received by the Company at the Registered Office at least one hour before the commencement of the meeting or adjourned meeting or (in the case of a poll taken otherwise than at or on the same day as the meeting or adjourned meeting) the time appointed for the taking of the poll at which the vote is cast.

17. Corporations acting by representatives

Any corporation which is a member of the Company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the Company or of any class of members of the Company. The person so authorised shall be entitled to exercise the same powers on behalf of such corporation as the corporation could exercise if it were an individual member of the Company and such corporation shall for the purpose of these articles be deemed to be present in person at any such meeting if a person so authorised is present at such meeting. A director, the Secretary or other person authorised for the purpose by the Secretary may require the representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

18. Directors

Number of directors

- 18.1 Subject as provided in these articles the number of directors shall not be subject to a maximum but shall not be fewer than two in number. The Company may by ordinary resolution from time to time vary the minimum number and/or maximum number of directors.

Share qualification

- 18.2 A director shall not be required to hold any shares of the Company by way of qualification. A director who is not a member of the Company shall nevertheless be entitled to attend and speak at shareholders' meetings.

Directors' fees

- 18.3 Save as may otherwise be determined by ordinary resolution of the Company, the ordinary remuneration of the directors shall from time to time be determined by the Board. Any director who shall hold office for part only of the period in respect of which such remuneration is payable shall be entitled only to a proportion of remuneration related to the period during which he has held office.

Other remuneration of directors

- 18.4 Any director who holds any executive office (including for this purpose the office of chairman or deputy chairman whether or not such office is held in an executive capacity), or who serves on any committee of the Board, or who otherwise performs services which in the opinion of the Board are outside the scope of the ordinary duties of a director, may be paid such extra remuneration by way of salary, commission or otherwise or may receive such other benefits as the Board may determine.

Directors' expenses

- 18.5 The Board may repay to any director all such reasonable expenses as he may incur in attending and returning from meetings of the Board or of any committee of the Board or shareholders' meetings or otherwise in connection with the business of the Company.

Directors' pensions and other benefits

- 18.6 The Board shall have power to pay and agree to pay gratuities, pensions or other retirement, superannuation, death or disability benefits to (or to any person (including without limitation a spouse, former spouse or a person who is or was dependant on him) in respect of) any director or ex-director of the Company or any subsidiary or associated company of the Company and for the purpose of providing any such gratuities, pensions or other benefits to contribute to any scheme or fund or to pay premiums whether arranged by the Company alone or in conjunction with another person. A director or former director is entitled to receive and retain for his own benefit a pension or other benefit provided under this article and is not obliged to account for it to the Company.

Directors' interest in contracts

- 18.7 A director may be party to or in any way interested in any contract or arrangement or transaction to which the Company is a party or in which the Company is in any way interested and he may hold and be remunerated in respect of any office or place of profit (other than the office of auditor) under the Company or any other company in which the Company is in any way interested and he (or any firm of which he is a member) may act in a professional capacity for the Company or any such other company and be remunerated for his acts and in any such case (save as otherwise agreed by him) he may retain for his own absolute use and benefit all profits and advantages accruing to him under or in consequence of his acts.

Appointment of executive directors

- 18.8 The Board may from time to time appoint one or more of their body to be the holder of any executive office (including, where considered appropriate, the office of chairman or

deputy chairman) on such terms and for such period as they may (subject to the provisions of the Statutes) determine and, without prejudice to the terms of any contract entered into in any particular case, may at any time revoke or vary the terms of any such appointment.

Ceasing to be a director

- 18.9 The appointment of any director to the office of chairman or deputy chairman or chief executive or managing or joint managing or deputy or assistant managing director shall automatically determine if he ceases to be a director but without prejudice to any claim for damages for breach of any contract of service between him and the Company. The appointment of any director to any other executive office shall not automatically determine if he ceases from any cause to be a director, unless the contract or resolution under which he holds office shall expressly state otherwise, in which event such determination shall be without prejudice to any claim for damages for breach of any contract of service between him and the Company.

Powers of executive directors

- 18.10 The Board may entrust to and confer upon any director holding any executive office any of the powers, authorities and discretions exercisable by them as directors upon such terms and conditions and with such restrictions as they think fit, and either collaterally with or to the exclusion of their own powers, and may from time to time revoke, withdraw, alter or vary all or any of such powers.

19. Appointment and retirement of directors

Power of Company to appoint directors

- 19.1 Subject to the provisions of these articles, the Company may by ordinary resolution appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these articles.

Power of Board to appoint directors

- 19.2 Without prejudice to the power of the Company in general meeting pursuant to any of the provisions of these articles to appoint any person to be a director, the Board may appoint any person who is willing to act to be a director, either to fill a vacancy or as an addition to the existing Board, but so that the total number of directors shall not at any time exceed any maximum number fixed by or in accordance with these articles.

Age limit

- 19.3 Any provision of the Statutes which, subject to the provisions of these articles, would have the effect of rendering any person ineligible for appointment or election as a director or liable to vacate office as a director on account of his having reached any specified age or of requiring special notice or any other special formality in connection with the appointment or election of any director over a specified age, shall not apply to the Company.

No retirement by rotation

- 19.4 The directors shall not be liable to retirement by rotation.

Election of two or more directors

- 19.5 A resolution for the election of two or more persons as directors by a single resolution shall not be moved at any general meeting unless a resolution that it shall be so moved has first been agreed to by the meeting without any vote being given against it; and any resolution moved in contravention of this provision shall be void.

Vacation of office

- 19.6 The office of a director shall be vacated if:

- (a) he ceases to be a director by virtue of any provision of the Statutes or he becomes prohibited by law from being a director;
- (b) he becomes bankrupt or makes any arrangement or composition with his creditors generally;
- (c) he is, or may be suffering from mental disorder and either:
 - (i) (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
 - (ii) 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;
- (d) he resigns by writing under his hand left at the Registered Office or he offers in writing to resign and the Board resolves to accept such offer;
- (e) he shall for more than six consecutive months have been absent without permission of the Board from meetings of the Board held during that period and the Board resolves that his office be vacated; or
- (f) notice stating he is removed from office as a director is served upon him signed by all his co-directors who must account to the members at the next general meeting of the Company. If a director holds an appointment to an executive office which automatically determines on his removal from office under this or the preceding sub-paragraph such removal shall be deemed an act of the Company and shall have effect without prejudice to any claim for damages for breach of any contract of service between him and the Company.

Members' Appointments

- 19.7 A member or members having the right to attend and vote at any general meeting of the Company and holding a majority in nominal value of the shares giving that right may from time to time by notice to the Company remove any director from office or appoint any person to be a director, and any such removal or appointment shall be deemed to be an act of the Company and not only of such member or members. Any such notice may consist of one or more documents (including a telex, facsimile, cable or telegram) each signed by or on behalf of or otherwise emanating from such member or members. Any such signature may be given personally or by a duly appointed attorney or in the case of a body corporate by an officer or by its duly authorised corporate representative.

20. **Meetings and proceedings of directors**

Convening of meetings of directors

- 20.1 Subject to the provisions of these articles the Board may meet together for the despatch of business, adjourn and otherwise regulate their proceedings as they think fit. At any time any director may, and the Secretary at the request of a director shall, summon a meeting of the Board. Notice of a meeting of the Board is deemed to be duly given if it is given to the director personally or by word of mouth or sent in writing to him at his last known address or another address given by him to the Company for that purpose. A director absent or intending to be absent from the United Kingdom shall be entitled to request that notices of meeting of the directors (or any committee of the board) be sent to him at an address or to a fax or telex number given by him to the Company for this purpose, but if no such request is made to the directors, it shall not be necessary to give notice of a meeting to a director who is for the time being absent from the United Kingdom. Any director may waive notice of any meeting and any such waiver may be prospective or retrospective.

Quorum

- 20.2 The quorum necessary for the transaction of business of the Board shall two directors or their alternates. A meeting of the Board at which a quorum is present shall be competent to exercise all powers and discretions for the time being exercisable by the directors.

Chairman

- 20.3 The Board may elect from their number a chairman and a deputy chairman (or two or more deputy chairmen) and determine the period for which each is to hold office. If no chairman or deputy chairman shall have been appointed or if at any meeting of the Board no chairman or deputy chairman shall be present within five minutes after the time appointed for holding the meeting, the directors present may choose one of their number to be chairman of the meeting.

Deputy chairman

- 20.4 If at any time there is more than one deputy chairman the right in the absence of the chairman to preside as chairman at a meeting of the Board or of the Company shall be determined as between the deputy chairmen present (if more than one) by seniority in length of appointment or otherwise as resolved by the Board.

Voting and casting vote

- 20.5 Questions arising at any meeting of the Board shall be determined by a majority of votes.
- 20.6 In the case of an equality of votes, the chairman of the meeting shall not have a second or casting vote.

Duty to declare interests

- 20.7 A director who is in any way interested in a contract or a proposed contract with the Company (whether directly or indirectly) must declare the nature of his interest at any meeting of the directors or of a committee of the directors at which such contract or proposed contract is to be discussed, or otherwise by notice to the directors in accordance with the provisions of the Statutes. Having made such disclosure a director shall be entitled to vote at a meeting of directors or of a committee of the directors in respect of such contract or proposed contract in which he is interested and shall also be counted in reckoning whether a quorum is present or deemed to be present at the meeting of the directors or, if relevant, the committee of the directors.
- 20.8 Subject to the provisions of the Statutes, the Company may by ordinary resolution suspend or relax the provisions of this article generally or in respect of a particular matter or ratify any transaction not duly authorised by reason of a contravention of any restrictions in these articles of a directors entitlement to vote.

Number of directors below minimum

- 20.9 The continuing directors may act notwithstanding any vacancies, but if and so long as the number of directors is reduced below the minimum number fixed by or in accordance with these articles the continuing directors or director may act for the purpose of filling such vacancies or of summoning general meetings, but not for any other purpose. If there are no directors or director able or willing to act, then any two members may summon a general meeting for the purpose of appointing directors.

Written resolutions

- 20.10 A resolution in writing signed by all the directors entitled to vote on that resolution shall be as valid and effectual as a resolution duly passed at a meeting of the Board and may consist of several documents (including a telex, facsimile, cable or telegram) each accurately stating the terms of the resolution and each signed by or emanating from one or more directors.

Validity of proceedings

- 20.11 All acts done by any meeting of the Board, or of any committee of the Board, or by any person acting as a director or as a member of any such committee, shall as regards all persons dealing in good faith with the Company, notwithstanding that there was some defect in the appointment of any of those persons so acting, or that any such persons were disqualified or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director or member of the committee and had been entitled to vote.

Telephone meetings

- 20.12 Any director may participate in a meeting of directors by means of a conference telephone or similar communications system whereby all those participating in the meeting can hear and address each other. Such participation shall be deemed to constitute presence in person at such meeting for all purposes including that of establishing a quorum. A meeting held by such means shall be deemed to take place where the largest group of participators in number is assembled. In the absence of such a majority the location of the chairman shall be deemed to be the place of the meeting.

21. Committees of the directors

Appointment and constitution of committees

- 21.1 The Board may delegate any of their powers or discretions (including without prejudice to the generality of the foregoing all powers and discretions whose exercise involves or may involve the payment of remuneration to or the conferring of any other benefit on all or any of the directors) to committees consisting of one or more directors and (if thought fit) one or more other named persons or person to be co-opted as hereinafter provided. Insofar as any such power or discretion is delegated to a committee, any reference in these articles to the exercise by the Board of the power or discretion so delegated shall be read and construed as if it were a reference to the exercise of such power or discretion by such committee. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations which may from time to time be imposed by the Board. Any such regulations may provide for or authorise the co-option to the committee of persons other than directors and may provide for members who are not directors to have voting rights as members of the committee but so that the number of members who are not directors shall be fewer than one-half of the total number of members of the committee.

Proceedings of committee meetings

- 21.2 The meetings and proceedings of any such committee consisting of two or more persons shall (with necessary changes only) be governed by the provisions of these articles regulating the meetings and proceedings of the Board, so far as the same are not superseded by any regulations made by the Board under the last preceding article.

22. Powers of directors

General powers

- 22.1 The business and affairs of the Company shall be managed by the Board, who may pay all expenses incurred in forming and registering the Company, and may exercise all such powers of the Company as are not by the Statutes or by these articles required to be exercised by the Company in general meeting subject nevertheless to any regulations of these articles, to the provisions of the Statutes and to such regulations as may be prescribed by special resolution of the Company, but no regulation so made by the Company shall invalidate any prior act of the Board which would have been valid if such

regulation had not been made. The general powers given by this article shall not be limited or restricted by any special authority or power given to the Board by any other article.

Local boards

- 22.2 The Board may establish any local boards or agencies for managing any of the affairs of the Company, either in the United Kingdom or elsewhere, and may appoint any persons to be members of such local boards, or any managers or agents, and may fix their remuneration, and may delegate to any local board, manager or agent any of the powers, authorities and discretions vested in the Board, with power to sub-delegate, and may authorise the members of any local boards, or any of them, to fill any vacancies in their number, and to act notwithstanding vacancies, and any such appointment or delegation may be made upon such terms and subject to such conditions as the Board may think fit, and the Board may remove any person so appointed, and may annul or vary any such delegation, but no person dealing in good faith and without notice of any such annulment or variation shall be affected by such annulment or variation.

Appointment of attorney

- 22.3 The Board may from time to time and at any time by power of attorney or otherwise appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Board, to be the attorney or attorneys of the Company for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Board under these articles) and for such period and subject to such conditions as they may think fit, and any such appointment may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Board may think fit, and may also authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions vested in him.

President

- 22.4 The Board may from time to time elect a president of the Company and may determine the period for which he shall hold office. Such president may be either honorary or paid such remuneration as the Board in its discretion shall think fit, and need not be a director but shall, if not a director, be entitled to receive notice of and attend and speak, but not to vote, at all meetings of the Board.

Signature on cheques etc.

- 22.5 All cheques, promissory notes, drafts, bills of exchange, and other negotiable or transferable instruments, and all receipts for moneys paid to the Company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the Board shall from time to time by resolution determine.

23. Alternate directors

- 23.1 Any director (other than an alternate director) may at any time by writing under his hand and deposited at the Registered Office, or delivered at a meeting of the Board, appoint any person (including another director) to be his alternate director and may in like

manner at any time terminate such appointment. Such appointment, unless previously approved by the Board or unless the appointee is another director, shall have effect only upon and subject to being approved by the Board.

23.2 The appointment of an alternate director shall determine on the happening of any event which if he were a director would cause him to vacate such office or if his appointor ceases to be a director, otherwise than by retirement at a general meeting at which he is re-elected.

23.3 An alternate director shall (except when absent from the United Kingdom) be entitled to receive notices of meetings of the Board and shall be entitled to attend and vote as a director at any such meeting at which the director appointing him is not personally present and generally at such meeting to perform all functions of his appointor as a director and for the purposes of the proceedings at such meeting the provisions of these articles shall apply as if he (instead of his appointor) were a director. If he shall be himself a director (or shall attend any such meeting as an alternate for more than one director), his voting rights shall be cumulative but he shall not be counted more than once for the purposes of the quorum. If an alternate director's appointor does not sign the same the alternate director's signature to any resolution in writing of the directors shall be as effective as the signature of his appointor. To such extent as the Board may from time to time determine in relation to any committees of the Board the foregoing provisions of this article shall also apply with necessary changes only to any meeting of any such committee of which his appointor is a member. An alternate director shall not (save as aforesaid) have power to act as a director, nor shall he be deemed to be a director for the purposes of these articles, nor shall he be deemed to be the agent of his appointor.

23.4 An alternate director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent with necessary changes only as if he were a director but he shall not be entitled to receive from the Company in respect of his appointment as alternate director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.

24. Secretary

The Secretary shall be appointed by the Board on such terms and for such period as they may think fit. Any Secretary so appointed may at any time be removed from office by the Board, but without prejudice to any claim for damages for breach of any contract of service between him and the Company. If thought fit two or more persons may be appointed as joint secretaries. The Board may also appoint from time to time on such terms as they may think fit one or more deputy and/or assistant secretaries.

25. Provision for Employees

The Board may by resolution exercise any power conferred by the Statutes to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries in connection with the cessation or the transfer to any person of the whole or part of the undertaking of the Company or any of its subsidiaries.

26. Untraceable members

- 26.1 The Company shall be entitled to cease sending dividend warrants by post if such warrants have been returned undelivered or left uncashed, provided that this power may not be exercised until either such warrants have been so returned or left uncashed on two consecutive occasions or, following one such occasion, reasonable enquiries have failed to establish any new address of the registered holder.
- 26.2 The Company shall be entitled to sell at the best price reasonably obtainable at the time of sale the shares of a member or the shares to which a person is entitled by transmission on death or bankruptcy or otherwise by operation of law provided that this power may not be exercised unless:
- (a) during the period of 12 years prior to the date of the publication of the advertisements referred to in sub-paragraph (b) (or, if published on different dates, the first date) no communication has been received by the Company from the member or the person entitled by transmission and no cheque or warrant sent by the Company in respect of the shares has been cashed and no fewer than three dividends in respect of the shares have become payable and no dividend in respect of those shares has been claimed;
 - (b) the Company shall on expiry of such period of 12 years have inserted advertisements in both a national daily newspaper and in a newspaper circulating in the area in which the last known address of the member or the address at which service of notices may be effected in the manner authorised by these articles is located giving notice of its intention to sell the shares;
 - (c) during such period of 12 years and the period of three months following the publication of such advertisements, the Company shall have received no communication from such member or person.
- 26.3 To give effect to any such sale the Company may appoint any person to execute as transferor an instrument of transfer of the said shares and such instrument of transfer shall be as effective as if it had been executed by the registered holder or person entitled by transmission on death or bankruptcy or otherwise by operation of law to such shares and the title of the transferee shall not be affected by any irregularity or invalidity in the proceedings relating to the transfer. The net proceeds of sale shall belong to the Company which shall be obliged to account to the former member or other person previously entitled for a sum equal to such proceeds and shall enter the name of such former member or other person in the books of the Company as a creditor for such sum which shall be a permanent debt of the Company. 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 on the net proceeds, which may be employed in the business of the Company or invested in such investments (other than shares of the Company or its holding company if any) as the Board may from time to time think fit.

27. Borrowing powers

The Board may exercise all the powers of the Company to borrow money, to give guarantees and to mortgage or charge its undertaking, property and assets (present and future) and uncalled capital, and to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

28. The Seal

28.1 The Board shall provide for the safe custody of the common seal of the Company which shall not be used without the authority of the Board or of a committee authorised by the Board in that behalf.

28.2 Every instrument to which the common seal of the Company shall be affixed shall be signed by one director and the Secretary or by two directors save that as regards any certificates for shares or debentures or other securities of the Company the Board may by resolution determine that such signature or either of them be dispensed with or affixed by some method or system of mechanical signatures.

28.3 Any instrument signed by one director and the Secretary or by two directors and expressed to be executed by the Company shall have the same effect as if executed under the common seal of the Company, provided that no instrument which makes it clear on its face that it is intended to have effect as a deed shall be so signed without the authority of the Board or of a committee authorised by the Board in that behalf.

28.4 The Company may exercise the powers conferred by the Statutes with regard to having an official seal for use abroad and such powers shall be vested in the Board.

29. Authentication of documents

Any director or the Secretary or any person appointed by the Board for the purpose shall have power to authenticate any documents affecting the constitution of the Company and any resolution passed by the Company or the Board or any committee, and any book, record, document or account relating to the business of the Company and to certify copies or extracts of such resolution, book, record, document or account as true copies or extracts, and if any resolution, book, record, document or account is elsewhere than at the Registered Office the local manager or other officer of the Company having the custody of them shall be deemed to be a person appointed by the Board. A document purporting to be a copy of a resolution, or an extract from the minutes of a meeting, of the Company or of the Board or any committee, which is certified shall be conclusive evidence in favour of all persons dealing with the Company upon the faith of such certified copy that such resolution has been duly passed or, as the case may be, that any minute so extracted is a true and accurate record of proceedings at a duly constituted meeting.

30. Reserves

The Board may from time to time set aside out of the profits of the Company and carry to reserve such sums as they think proper which, at the discretion of the Board, shall be applicable for any purpose to which the profits of the Company may properly be applied and pending such application may either be employed in the business of the Company or be invested. The Board may divide the reserve into such special funds as they think fit and may consolidate into one fund any special funds or any parts of any special funds into which the reserve may have been divided. The Board may also without placing the same to reserve carry forward any profits. In carrying sums to reserve and in applying the same, the Board shall comply with the provisions of the Statutes.

31. Dividends

Final dividends

- 31.1 The Company may by ordinary resolution declare dividends but no such dividends shall exceed the sum recommended by the Board.

Interim dividends

- 31.2 In so far as in the opinion of the Board the profits of the Company justify such payments, the Board may declare and pay the fixed dividends on any class of shares carrying a fixed dividend expressed to be payable on fixed dates on the half-yearly or other dates prescribed for the payment of such dividends and, unless and to the extent that the rights attached to any shares or the terms of issue of such shares otherwise provide, may also from time to time declare and pay interim dividends on shares of any class of such sums and on such dates and in respect of such periods as it thinks fit. Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights permitted by these articles.

Ranking of shares for dividend

- 31.3 Unless and to the extent that the rights attached to any shares or the terms of issue of such shares otherwise provide, all dividends shall (as regards any shares not fully paid throughout the period in respect of which the dividend is paid) be apportioned and paid pro rata according to the sums paid on the shares during any portion or portions of the period in respect of which the dividend is paid. For the purposes of this article no sum paid on a share in advance of a call shall be treated as paid on the share.

No dividend except out of profits

- 31.4 No dividend shall be paid otherwise than out of profits available for distribution under the provisions of the Statutes.

No interest on dividends

- 31.5 No dividend or other moneys payable on or in respect of a share shall bear interest as against the Company unless otherwise provided by the rights attached to the share.

Retention of dividends

- 31.6 The Board may retain any dividend or other moneys payable on or in respect of a share on which the Company has a lien, and may apply the same in or towards satisfaction of the debts, liabilities or obligations in respect of which the lien exists.
- 31.7 The Board may retain the dividends payable upon shares in respect of which any person is under the provisions as to the transmission of shares hereinbefore contained entitled to become a member, or which any person is under those provisions entitled to transfer, until such person shall become a member in respect of such shares or shall transfer the same.

Waiver of dividend

- 31.8 The waiver in whole or in part of any dividend on any share by any document (whether or not executed as a deed) shall be effective only if such document is signed by the holder of such share (or the person becoming entitled to the share in consequence of the death, bankruptcy or mental disorder of the holder or by operation of law or any other event) and delivered to the Company and if or to the extent that the same is accepted as such or acted upon by the Company.

Unclaimed dividend

- 31.9 The payment by the Board of any unclaimed dividend or other moneys payable on or in respect of a share into a separate account shall not constitute the Company a trustee in respect of such unclaimed dividend or other moneys. Any unclaimed dividends, interest or other amount payable by the Company in respect of a share may be invested or otherwise made use of by the Board for the benefit of the Company until claimed. Any dividend unclaimed after a period of twelve years from the date the dividend became due for payment shall be forfeited and shall revert to the Company.

Distribution in specie

- 31.10 Unless and to the extent that the rights attached to any shares or the terms of issue of such shares otherwise provide, the Company may upon the recommendation of the Board by ordinary resolution direct payment of a dividend in whole or in part by the distribution of specific assets (and in particular of paid-up shares or debentures of any other company) and the Board shall give effect to such resolution. Where any difficulty arises in regard to such distribution, the Board may settle the same as it thinks expedient and in particular:
- (a) may issue fractional certificates (or ignore fractions);
 - (b) may fix the value for distribution of such specific assets or any part of such specific assets;
 - (c) may determine that cash payments shall be made to any member upon the footing of the value so fixed in order to adjust the rights of all parties; and
 - (d) may vest any such specific assets in trustees on trust for the persons entitled to the dividend as may seem expedient to the Board.

Manner of payment of dividends

- 31.11 Any dividend or other moneys payable in cash on or in respect of a share may be paid at the sole discretion of the Board (i) by cheque or warrant sent through the post to the registered address of the member or person entitled to such dividend or other moneys (or to such person and such address as such member or person or persons may in writing direct); or (ii) by a bank or other funds transfer system to an account designated in writing by the person entitled to payment; or (iii) by such other method as the person entitled to payment may request in writing. If two or more persons are registered as joint holders of the share or are entitled to such share in consequence of the death, bankruptcy or mental disorder of the holder or by operation of law or any other event, such dividend or other moneys may be paid to any one of such persons in accordance with this article. Every such cheque or warrant shall be made payable to the order of the person to whom it is sent or to such person as the holder or joint holders or person or persons entitled to the share in consequence of the death, bankruptcy or mental disorder of the holder or by operation of law or any other event may direct. Payment of the cheque or warrant (or the transfer of funds) by the banker (or other person) upon whom it is drawn or to whom instructions to make such transfer are given shall be a good discharge to the Company. Every such cheque or warrant shall be sent at the risk of the Company. If payment is made by a bank or other funds transfer or by another method at the direction of the person entitled to payment, the Company is not responsible for amounts lost or delayed in the course of transfer or in carrying out those instructions.
- 31.12 Subject to the provisions of these articles and to the rights attaching to any shares, any dividend or other moneys payable on or in respect of a share may be paid in such currency as the Board may determine.

Joint holders

- 31.13 If two or more persons are registered as joint holders of any share, or are entitled jointly to a share in consequence of the death, bankruptcy or mental disorder of the holder or otherwise by operation of law or any other event, any one of them may give effectual receipts for any dividend or other money payable or property distributable on or in respect of the share.

Record date for dividends

- 31.14 Any resolution declaring a dividend on shares of any class, whether a resolution of the Company in general meeting or a resolution of the Board, may specify that the same shall be payable to the persons registered as the holders of such shares at the close of business on a particular date, notwithstanding that it may be a date prior to that on which the resolution is passed, and upon that date the dividend shall be payable to them in accordance with their respective holdings so registered, but without prejudice to the rights among themselves in respect of such dividend of transferors and transferees of any such shares.

32. Capitalisation of profits and reserves

- 32.1 The Board may, with the sanction of an ordinary resolution of the Company, capitalise any sum standing to the credit of any of the Company's reserve accounts (including any share premium account, capital redemption reserve, or other undistributable reserve) or any sum standing to the credit of profit and loss account.
- 32.2 Such capitalisation shall be effected by appropriating such sum to the holders of Ordinary Shares on the Register at the close of business on the date of the resolution (or such other date as may be specified in such resolution or determined as provided in such resolution) in proportion to their holdings of Ordinary shares and applying such sum on their behalf in paying up in full unissued ordinary shares (or, subject to any special rights previously conferred on any shares or class of shares for the time being issued, unissued shares of any other class not being redeemable shares) for allotment and distribution credited as fully paid up to and amongst them in proportion to their holdings.
- 32.3 The Board may do all acts and things considered necessary or expedient to give effect to any such capitalisation, with full power to the Board to make such provision as it thinks fit for any fractional entitlements which would arise on the basis aforesaid (including provisions whereby fractional entitlements are disregarded or the benefit of such fractional entitlements accrues to the Company rather than to the members concerned). The Board may authorise any person to enter on behalf of all the members interested into an agreement with the Company providing for any such capitalisation and matters incidental to such capitalisation and any agreement made under such authority shall be effective and binding on all concerned.

33. Accounts

Accounting records

- 33.1 Accounting records sufficient to show and explain the Company's transactions and otherwise complying with the Statutes shall be kept at the Registered Office, or at such other place as the Board thinks fit, and shall always be open to inspection by the officers of the Company. No member of the Company (other than a director or other officer) or other person shall have any right of inspecting any account or book or document of the Company except as conferred by Statute or these articles or as ordered by a court of competent jurisdiction or as authorised by the Board.

Copies of accounts for members

- 33.2 A copy of every balance sheet and profit and loss account which is to be laid before a general meeting of the Company (including every document required by law to be comprised in such balance sheet and profit and loss account or attached or annexed to such balance sheet and profit and loss account) shall no fewer than twenty-one days before the date of the meeting be sent to every member of, and every holder of debentures of, the Company and to every other person who is entitled to receive notice of meetings from the Company under the provisions of the Statutes or of these articles. Provided that this article shall not require a copy of these documents to be sent to any member to whom a summary financial statement is sent in accordance with the Statutes nor to more than one of joint holders nor to any person of whose address the Company is not aware, but

Service

- 35.3 Any such notice shall be deemed to have been served and be effective:
- (a) if delivered personally, at the time of delivery;
 - (b) if posted, on receipt or at the expiry of two Business Days (or in the case of airmail four Business Days) after it was posted, whichever occurs first;
 - (c) if sent by telex or facsimile, at the time of transmission (if sent during Business Hours) or (if not sent during Business Hours) at the beginning of Business Hours next following the time of transmission ; and
 - (d) if sent by cable or telegram, at the time of delivery.

For the purposes of this article 35, "Business Day" means any day other than a Saturday, Sunday or any day which is a public holiday in the place to which the notice in question is sent and "Business Hours" means the hours of 09.00 to 17.30 on a Business Day in the place to which the notice in question is sent.

- 35.4 In proving such service it shall be sufficient to prove that personal delivery was made, or that such notice was properly addressed stamped and posted or in the case of a telex that the intended recipient's answerback code is shown on the copy retained by the sender at the beginning and end of the message or in the case of a facsimile that an activity or other report from the sender's facsimile machine can be produced in respect of the notice showing the recipient's facsimile number and the number of pages transmitted.
- 35.5 The accidental failure to send, or the non-receipt by any person entitled to, any notice of or other document relating to any meeting or other proceeding shall not invalidate the relevant meeting or other proceeding.
- 35.6 A member present either in person or by proxy, at any meeting of the Company or the holders of any class of shares in the Company shall be deemed to have received notice of the meeting and, where requisite, of the purpose for which it was called.

Joint holders

- 35.7 Any notice given to that one of the joint holders of a share whose name stands first in the Register in respect of the share shall be sufficient notice to all the joint holders in their capacity as such. For such purpose a joint holder having no registered address in the United Kingdom and not having supplied an address within the United Kingdom for the service of notices shall be disregarded.

Deceased and bankrupt members

- 35.8 A person entitled to a share in consequence of the death, bankruptcy or mental disorder of a member or by operation of law or any other event upon supplying to the Company such evidence as the Board may reasonably require to show his title to the share, and upon supplying also an address within the United Kingdom for the service of notices, shall be entitled to have served upon or delivered to him at such address any notice or document to which the member but for his death or bankruptcy or other event would be entitled,

and such service or delivery shall for all purposes be deemed a sufficient service or delivery of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share. Save as aforesaid any notice or document delivered or sent by post to or left at the address of any member in pursuance of these articles shall, notwithstanding that such member be then dead or bankrupt or in liquidation, and whether or not the Company have notice of his death or bankruptcy or liquidation, be deemed to have been duly served or delivered in respect of any share registered in the name of such member as sole or first-named joint holder.

Overseas members

- 35.9 A member who (having no registered address within the United Kingdom) has not supplied to the Company an address within the United Kingdom for the service of notices shall not be entitled to receive notices from the Company.

Suspension of postal services

- 35.10 If at any time by reason of the suspension or curtailment of postal services within the United Kingdom the Company is unable to convene a general meeting effectively by notices sent through the post, a general meeting may be convened by a notice advertised on the same date in no fewer than one national daily newspaper with appropriate circulation and such notice shall be deemed to have been duly served on all members entitled to such notice 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.

Statutory requirements as to notices

- 35.11 The provisions in these articles regarding the serving of notices and other documents are subject to any requirements in the Statutes that a particular offer, notice or other document be served in any particular manner.

36. Destruction of documents

The Company may destroy:

- (a) any share certificate which has been cancelled at any time after the expiry of one year from the date of such cancellation;
- (b) any mandate for the payment of dividends or other amounts or any variation or cancellation of any dividend mandate at any time after the expiry of two years from the date such mandate, variation or cancellation was recorded by the Company;
- (c) any notification of change of name or address at any time after the expiry of two years from the date such notification was recorded by the Company;
- (d) any instrument of transfer of shares which has been registered at any time after the expiry of six years from the date of registration; and

- (e) any other document on the basis of which any entry in the Register is made at any time after the expiry of six years from the date an entry in the Register was first made in respect of it,

and it shall conclusively be presumed in favour of the Company that every share certificate so destroyed was a valid certificate duly and properly cancelled and that every instrument of transfer so destroyed was a valid and effective instrument duly and properly registered and that every other document destroyed under this article was a valid and effective document in accordance with the recorded particulars of that document in the books or records of the Company. Provided always that:

- (i) the foregoing provisions of this article shall apply only to the destruction of a document in good faith and without express notice to the Company that the preservation of such document was relevant to a claim;
- (ii) nothing contained in this article shall be construed as imposing upon the Company any liability in respect of the destruction of any document earlier than as stated in this article or in any case where the conditions of proviso (i) are not fulfilled; and
- (iii) references in this article to the destruction of any document include references to its disposal in any manner.

37. Winding up

Director's power to petition

- 37.1 The Board shall have power in the name and on behalf of the Company to present a petition to the court for the Company to be wound up.

Distribution of assets in specie

- 37.2 If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the court) the liquidator may, with the authority of an extraordinary resolution and subject to any provision sanctioned in accordance with the provisions of the Insolvency Act 1986, divide among the members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds, and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the members of different classes of members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of members as the liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares or other property in respect of which there is a liability. The liquidator may make any provision referred to in, and sanctioned in accordance with the provisions of the Insolvency Act 1986.

38. Indemnity

- 38.1 Subject to the provisions of and so far as may be consistent with the Statutes, every director, auditor, Secretary or other officer of the Company shall be indemnified by the Company out of its own funds against and exempted by the Company from all costs, charges, losses, expenses and liabilities incurred by him in the actual or purported execution or discharge of his duties or the exercise or purported exercise of his powers or otherwise in relation to or in connection with his duties, powers or office including (without prejudice to the generality of the foregoing) any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court.
- 38.2 Without prejudice to the preceding article the Board shall have power to purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of any Relevant Company (as defined in the following article) or who are or were at any time trustees of any pension fund or employees' share scheme in which employees of any Relevant Company are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution or discharge of their duties or in the exercise or purported exercise of their powers or otherwise in relation to their duties, powers or offices in relation to any Relevant Company, or any such pension fund or employees' share scheme.
- 38.3 For the purpose of the preceding article "Relevant Company" shall mean the Company, any holding company of the Company or any other body, whether or not incorporated, in which the company or such holding company or any of the predecessors of the Company or of such holding company has or had any interest whether direct or indirect or which is in any way allied to or associated with the Company, or any subsidiary undertaking of the Company or of such other body.

THE COMPANIES ACTS 1985 TO 1989
COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
of
ZOE SERVICES COMPANY PLC

Adopted by a written resolution

Dated 12 April 2002

TAYLOR JOYNSON GARRETT
Carmelite
50 Victoria Embankment
Blackfriars
London EC4Y 0DX

Tel No: 020 7300 7000
Fax No: 020 7300 7100
DX: 41 London
Telex: 268014

Index

Clause No.	Page No.
1. Preliminary	1
2. Share Capital	6
3. Rights attaching to Shares	8
4. Shares	14
5. Share Certificates	15
6. Calls on Shares	16
7. Forfeiture and Lien	17
8. Transfer of Shares	19
9. Transmission of Shares	27
10. Share Warrants to Bearer	28
11. General Meetings	28
12. Notice of General Meetings	29
13. Proceedings at General Meetings	31
14. Votes of Members	33
15. Disclosure of Interests	34
16. Proxy	37
17. Corporations acting by representatives	38
18. Directors	38
19. Appointment and retirement of directors	40
20. Meetings and proceedings of directors	42
21. Committees of the directors	44
22. Powers of directors	44
23. Alternate directors	45
24. Secretary	46
25. Provision for Employees	46
26. Untraceable members	47
27. Borrowing powers	48
28. The Seal	48
29. Authentication of documents	48
30. Reserves	49

31.	Dividends.....	49
32.	Capitalisation of profits and reserves.....	52
33.	Accounts.....	52
34.	Auditors.....	53
35.	Notices	53
36.	Destruction of documents	55
37.	Winding up.....	56
38.	Indemnity	57