

WRITTEN RESOLUTION UNDER TABLE A

Company No 5320230

CLAYMOSS LIMITED

In accordance with the provisions of Regulation 53 of Table A as incorporated in the Company's Articles of Association, we the undersigned being all the members of the Company entitled to receive notice of and to attend a general meeting of the Company **HEREBY RESOLVE** to pass the following resolution as a Special Resolution -

SPECIAL RESOLUTION

THAT

- (1) The share capital of the Company be increased to £5,001,000 by the creation of 5,000,000 7 5% cumulative redeemable preference shares of £1 each ("preference shares") having the rights set out in the articles of association of the Company as altered by this resolution,
- (2) The directors be authorised to allot the preference shares at any time before 30 June 2012 to such person or persons and on such terms as they in each case in their absolute discretion think fit, and
- (3) The Articles of Association, a copy of which is annexed, be adopted as the Articles of Association of the Company to the exclusion of and in substitution for the existing Articles of Association

Name

Signature


Date

Michael Eric Moors



18.9.07

Kathryn Jane Lindblad

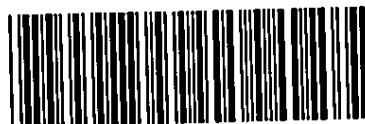


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Stephen Michael Moors

Helen Mary Hollingdale

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18.09.07

Company Number 5320230

THE COMPANIES ACTS 1985 AND 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF CLAYMOSS LIMITED

Adopted by Special Resolution passed on 18th September 2007

1. PRELIMINARY AND INTERPRETATION

- 1.1 The regulations constituting Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended and for the time being in force (Table A) apply to Claymoss Limited (the Company) except in so far as they are excluded or varied by these articles
- 1.2 Words and expressions defined in Regulation 1 of Table A have the same meanings in these articles where the context admits
- 1.3 Regulations 2, 3, 8, 24, 41, 46, 54, 64, 66, 73-80, 84, 94 and 118 of Table A do not apply to the Company
- 1.4 The Company is a private company and no shares or debentures of the Company may be offered to the public
- 1.5 In these articles and the regulations of Table A that apply to the Company -

"the Act" means the Companies Act 1985 including any statutory modifications or re-enactments of it for the time being in force

"the Articles" means the Articles for the time being of the company

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

"Controlling Interest" shares conferring over 50% of the total votes capable of being cast on a poll at the Company's general meetings

"Controlling Shareholder" a member of members holding between them a Controlling Interest

"executed" includes any mode of execution

| | |
|-----------------------------|--|
| "office" | means the registered office for the time being of the company |
| "the holder" | in relation to shares means the member whose name is entered in the register of members as the holder of the shares |
| "the seal" | means the common seal of the company |
| "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 |
| "the United Kingdom" | means Great Britain and Northern Ireland |

2. SHARE CAPITAL

2.1 The share capital of the Company is £5,001,000 divided in 5,000,000 7.5% cumulative redeemable preference shares of £1.00 each ("preference shares") and 2,000 ordinary shares of £0.50p each ("ordinary shares"),

2.2

- (a) The rights as regards income attaching to each class of shares shall be as set out in this article 2.2
- (b) The Company shall, without resolution of the directors or of the Company in general meeting and before application of any profits to reserve or for any other purposes pay in respect of each preference share, a fixed cumulative preferential dividend at the annual rate of 7.5% of the nominal value thereof (excluding any associated tax credit) which shall be paid in four equal instalments on 31 March, 30 June, 30 September and 31 December in each year to the person registered as the holder of such share at that date and which shall accrue daily and be calculated in respect of the period to such date assuming a 365 day year ("preference dividend") The first payment shall be made on 30th September 2007 for the period from and including the date of issue of such preference share to such date
- (c) Each preference dividend shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of shareholders in respect of share capital
- (d) Each preference dividend shall, provided the Company has sufficient profits out of which to pay the same and notwithstanding that such dividend is expressed to be

cumulative, automatically become a debt due from and immediately payable by the Company on the relevant payment date specified in article 2 2(b) If and to the extent that the debt so constituted is not paid in full on the payment date concerned, the unpaid amount shall carry interest at the rate of 1% above the base rate from time to time of Barclays Bank plc ("the interest rate") in respect of the period from and including the payment date concerned to the date of actual payment

- (e) If the Company is unable to pay in full on the due date any preference dividend by reason of having insufficient profits then it shall on such date pay the same to the extent that it is lawfully able to do so and the unpaid amount shall carry interest at the interest rate in respect of the period from and including the payment date concerned down to and including the date of actual payment Such interest shall accumulate and form part of the preference dividend to which it relates It shall not therefore become payable until the Company has sufficient profits with which to pay the relevant preference dividend
- (f) Where by reason of the Company having had insufficient profits it is in arrears with the payment of dividends, the first profits arising thereafter shall be applied in the following order of priority
 - (i) first, in or towards paying off all accruals and/or unpaid amounts of preference dividend,
 - (ii) second, in or towards redeeming all preference shares which have not been redeemed on or by the due date for redemption in accordance with article 2 8,
- (g) Subject to article 2 2(f), and the Board recommending payment of the same, any profits which the Company may determine to distribute in addition to those distributed under this article 2 in respect of any financial year shall be distributed amongst the holders of the ordinary shares according to the amount paid up or credited as paid up on each such share
- (h) The Company shall procure (so far as it is able) that each of its subsidiary undertakings which has profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the preference dividends and the redemption of any preference shares on their due date for redemption

2 3

- (a) The rights as regards return of capital attaching to each class of shares shall be as set out in this article 2 3

- (b) On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any shares), the surplus assets of the Company remaining after the payment of its liabilities (including for the avoidance of doubt any debts arising from non-payment of preference dividends) shall be applied in the following order of priority
 - (i) first, in paying to each holder of preference shares in respect of each preference share of which it is the holder, an amount equal to (i) 100% of the nominal value thereof and (ii) the aggregate amount of any accruals and/or unpaid amounts of preference dividend (to be calculated down to and including the date of the return of capital and to be payable irrespective of whether such dividend would be unlawful), and
 - (ii) the balance of such assets (if any) shall be distributed amongst the holders of the ordinary shares according to the amount paid up or credited as paid up on each such share

2 4

- (a) The voting rights attached to each class of shares shall be as set out in this article 2 4
- (b) On a show of hands, every shareholder holding one or more ordinary shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote and on a poll, every shareholder holding one or more ordinary shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each ordinary share of which he is the holder
- (c) Subject to article 2 4(d), the preference shares will entitle the holders thereof to receive notice of all general meetings but will not entitle the holders to attend or vote at any general meeting
- (d) The provisions of article 2 4(e) shall apply if at any time
 - (i) the Company has not paid any preference dividend within 28 days of the due date (irrespective of whether payment of such dividend would be unlawful),
 - (ii) the Company has not redeemed any preference shares in accordance with the requirements of article 2 5 within 28 days of the due date (irrespective of whether such redemption would be unlawful),

- (iii) there has been proposed a resolution for the winding-up of the Company, a resolution for a reduction in the capital of the Company or a resolution varying any of the rights attaching to the preference shares ,
- (iv) the Company is in breach of the provisions of these articles, or
- (v) the Company is in breach of any of the terms on which banking facilities or bank loans have been made available to the Company,
- (e) If the provisions of this article apply then the preference shares shall entitle each holder thereof, on a show of hands, to one vote, and on a poll, to one vote for each preference share of which it is the holder
- (f) The provisions of article 2 4(e) shall
 - (i) in the case of article 2 4(d)(i), continue until due payment has been made of all accruals and/or unpaid amounts of any preference dividend,
 - (ii) in the case of article 2 4(d)(ii), continue until the preference shares required to be redeemed have been so redeemed,
 - (iii) in the case of article 2 4(d)(iii), only apply in relation to such resolution as is there mentioned, and
 - (iv) in the case of articles 2 4(d)(iv) and 2 4(d)(v) continue for so long as such breach subsists

2 5

- (a) The holders of the preference shares may require the Company by not less than 180 days notice in writing to redeem the preference shares specified in the notice and shall be entitled to withdraw any such notice if they serve the Company with written notice to that effect before the redemption takes place
- (b) The holders of the preference shares may require the Company by serving on it a notice to redeem such amount of the preference shares as is specified in the said notice if, at any time -
 - (i) the Company has not paid the preference dividend within 28 days of the due date (irrespective of whether such dividend would be unlawful),
 - (ii) the Company has not redeemed any preference shares in accordance with the requirements of this article within 28 days of the due date (irrespective of whether such redemption would be unlawful),

- (iii) there has been proposed a resolution for the winding-up of the Company, a resolution for a reduction in the capital of the Company or a resolution varying any of the rights attaching to the preference shares, or
- (iv) the Company and/or any of its subsidiaries is in breach of any of the terms on which banking facilities or bank loans have been made available to the Company and/or its subsidiaries
- (c) The holders of the preference shares shall be entitled to withdraw the notice referred to in article 2 5(b) if they serve the Company with written notice to that effect before the redemption takes place
- (d) Where a notice has been duly given, pursuant to article 2 5(b) the Company shall be obliged, subject to having sufficient profits with which to redeem the same, to redeem the preference shares specified in the said notice on the fifth day following the receipt of such notice (which day shall be the date fixed for redemption)
- (e) If the Company is unable, because of having insufficient profits, to redeem in full the relevant number of preference shares on the date fixed for redemption, the Company shall redeem as many of such preference shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so
- (f) If the Company is at any time redeeming less than all the preference shares from time to time in issue, the number of shares to be redeemed shall be apportioned between those holders of the preference shares then in issue *pro rata* according to the number of preference shares held by them respectively at the date fixed for redemption
- (g) On the date fixed for redemption, each of the holders of the preference shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such preference shares (or an indemnity, in a form reasonably satisfactory to the directors, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies
- (h) If any certificate delivered to the Company pursuant to article 2 5(g) includes any preference shares not falling to be redeemed on the date fixed for redemption, a new

certificate in respect of those shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 28 days thereafter)

- (i) There shall be paid on the redemption of each preference share an amount equal to
- (i) 100% of the nominal value thereof, and
- (ii) all accruals and/or unpaid amounts of preference dividend in respect thereof, calculated down to and including the date of actual payment

and such aggregate amount shall, subject to the Company having profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such preference shares. If and to the extent that the debt so constituted is not paid in full on the due date, the unpaid amount shall carry interest at the Interest Rate in respect of the period from and including the due date down to and including the date of actual payment

- (j) If the Company is unable to pay the amounts referred to in article 2.5(i) in full on a date fixed for redemption by reason of having insufficient profits or not having other monies which may be lawfully applied for such redemption, then the amount so unpaid shall be increased by an amount equal to the interest which would have accrued had interest on the unpaid amount been charged at the Interest Rate in respect of the period from and including the due date down to and including the date of actual payment and shall be paid as soon thereafter as, and to the extent that, profits or other monies that may lawfully be applied for such redemption have arisen
- (k) If the Company fails or is unable to redeem any of the preference shares in full on the date due for redemption for any reason whatsoever, all profits (or other monies which may lawfully be applied for the purpose of redeeming shares) shall be applied in the order of priority specified in article 2.2(f)

2.6 Subject to the provisions of the Companies Acts (as defined in section 744 of the Companies Act 1985) and without prejudice to the rights attached to any existing shares, any share may be issued with or have attached to it such rights or restrictions as the Company may by special resolution determine

2.7 In accordance with and subject to the provisions of Part V of the Companies Act 1985 (the Act) the Company may

- (a) issue shares that are to be redeemed or are liable to be redeemed at the option of the Company or holder,

- (b) subject to any rights conferred on the holders of any class of shares purchase its own shares (including any redeemable shares),
- (c) make a payment in respect of the redemption or purchase of any of its own shares as authorised by these articles otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of shares

2 8 Subject to sub-article 2 9 the unissued shares in the capital of the company as at the date of the adoption of these Articles shall be under the control of the directors, who are generally and unconditionally authorised to allot, grant options over, or otherwise dispose of or deal with any unissued shares and relevant securities (as defined in section 80(2) of the Act) to such persons, on such terms and in such manner as they think fit, but subject to any agreement binding on the company, provided that the authority contained in this article in so far as it relates to relevant securities (as defined as aforesaid) shall, unless revoked or varied in accordance with section 80 or section 80A of the Act expire five years from the date hereof but without prejudice to any offer or agreement made before that date which would or might require the exercise by the directors after that date of their powers in pursuance of this authority

In exercising their authority under this sub-article the directors shall not be required to have regard to sections 89(1) and 90(1) to (6) (inclusive) of the Act which sections shall be excluded from applying to the company

2 9 Unless the Company by special resolution shall otherwise resolve the unissued ordinary shares in the capital of the company shall only be allotted in accordance with the provisions of this article -

- (a) all ordinary shares to be allotted ("the offer shares") shall first be offered to the members of the company ("the members") in proportion to their existing holdings of shares ("the initial offer"),
- (b) the initial offer shall be made by written notice ("the offer notice") from the directors specifying the number and price of the offer shares and shall invite each member to state in writing within a period not being less than 28 days whether they are willing to accept any offer shares and if so the maximum number of offer shares they are willing to take,
- (c) at the expiration of the time specified for acceptance in the offer notice the directors shall allocate the offer shares to or amongst the members who shall have notified to the directors their willingness to take any of the offer shares but so that no member shall be obliged to take more than the maximum number of shares notified by him under sub-article 2 9(b),

- (d) if any offer shares remain unallocated after the initial offer the directors shall make a further offer ("the further offer") in writing ("the further offer notice") on the same terms as the initial offer to members who shall have expressed their willingness to purchase the offer shares and if there is more than one member to whom this sub-article applies then the further offer shall be pro rata to their existing holdings of shares,
- (e) at the expiration of the time specified for acceptance in the further offer notice the directors shall allocate the offer shares to or amongst the members who shall have notified to the directors their willingness to take any of the offer shares but so that no member shall be obliged to take more than the maximum number of shares notified by him under sub-article 2 9(d),
- (f) if any offer shares remain unallocated after the further offer, subject to the provisions of this article and section 80 of the Companies Act 1985 the directors shall be entitled to dispose of these shares to such persons on such terms and in such manner as they think fit save that these shares shall not be disposed of on terms which are more favourable to their subscribers than the terms on which they were offered to the members, and
- (g) the provisions of sections 89(1) and 90(1) to (6) (inclusive) of the Companies Act 1985 shall have effect only to the extent that they are not inconsistent with this article

3. LIEN

The Company shall have a first and paramount lien on all shares whether fully paid or not registered (whether as sole registered holder or as one of two or more joint holders) in the name of any person indebted or under liability to the Company for all moneys presently payable by him or his estate to the Company The directors may at any time declare any share to be wholly or in part exempt from the provisions of this regulation

4. TRANSFER OF SHARES

Definitions

| | |
|---------------------------|---|
| "the Act" | the Companies Act 1985, |
| "Auditors" | the auditors for the time being of the company, |
| "the Board" | means the Board of Directors of the company from time to time, |
| "connected person" | as defined by Section 839 of the Income and Corporation Taxes Act 1988, |

| | |
|------------------------------|--|
| "family trust" | a trust (whether arising under a settlement or testamentary disposition or on an intestacy) under which no beneficial interest in the shares in question is for the time being vested in any person other than a shareholder or his privileged relation, |
| "privileged relation" | the parents, grandparents, children, grandchildren, brothers or sisters of a shareholder or former shareholder, or any stepchild or adopted child of any such person, |
| "shares" | any shares for the time being in the capital of the company, |
| "share capital" | means any ordinary shares of £0 50p each or cumulative redeemable preference shares of £1 00 each for the time being in issue, |
| "shareholder" | a holder for the time being of any shares |

4 1 **Permitted transfers**

- (a) Any shareholder being an individual who is solely, legally and beneficially entitled to shares and any person entitled to shares by transmission may at any time transfer shares
 - (i) to a privileged relation
 - (ii) subject to article 4 1(b) to trustees to be held upon a family trust,
 - (iii) to a nominee of the shareholder or, where the shareholder is nominee for any other person, to that person or a nominee for him provided that the transferor certifies that no beneficial interest in shares passes by reason of such transfer,
 - (iv) to any other person with the consent in writing or at a general meeting of the holders of ninety-five per cent (by reference to votes on a poll) of the share capital (taken as one class) for the time being of the company, or
 - (v) to any other shareholder with the written consent of the Controlling Shareholder
- (b) Where shares are held by trustees of a family trust
 - (i) they may, on any change of trustees, be transferred to the new trustees of the family trusts concerned,

- (ii) they may at any time be transferred to any person to whom the settlor could have transferred the shares under article 4 1(a) had he been their holder,
- (iii) if and whenever any of the shares cease to be held upon a family trust (otherwise than in connection with a transfer by the trustees authorised under this article 4 1(b)) the trustees of the family trust shall, within 7 days of the cessation give (and in default shall be deemed to have given) a sale notice (as defined in article 4 2(a) below) in respect of the shares in question
- (c) Any shareholder which is a body corporate may transfer any shares
 - (i) to its ultimate parent company or any other body corporate controlled directly or indirectly by its ultimate parent company provided that if such body corporate ceases to be controlled directly or indirectly by such ultimate parent company the shareholder concerned shall procure that immediately prior to it so ceasing such shares shall be transferred to another body corporate so controlled or back to the original shareholder,
 - (ii) to any other person with the consent in writing or at a general meeting of the holders of ninety-five per cent (by reference to votes on a poll) of the share capital (taken as one class) for the time being of the company,
 - (iii) to any shareholder of the body corporate, or
 - (iv) to any other shareholder with the written consent of all directors of the company

4 2 **Transfer by Shareholders**

- (a) Any shareholder ("the retiring shareholder") except the Controlling Shareholder wishing to transfer part or all of the shares held by him shall first give a notice in writing ("a sale notice") to the company specifying the number and denoting numbers (if any) of the shares which he wishes to sell ("the sale shares") The sale notice shall constitute the company the agent of the retiring shareholder for the sale of the sale shares at market value (as determined in accordance with the provisions of Article 4 2(c)) ("market value") If the capital of the company is divided into separate classes of shares a separate sale notice shall be given for each class of shares
- (b) A sale notice may provide that unless all sale shares are sold in accordance with this article none shall be sold ("a total sale condition") Other than expressly provided in these articles, a sale notice shall be revocable at any time until the end of the valuation period (as defined in article 4 2(c)) If a retiring shareholder revokes a sale

notice he may not subsequently transfer the sale shares (or any interest in them) other than in accordance with these articles

(c) The market value of the sale shares

(i) shall be determined by agreement between the retiring shareholder and the Board, or

(ii) in default of agreement within 14 days of the date of receipt of the sale notice by the company shall be calculated on the basis of a sale between a willing seller and a willing purchaser contracting on an arms length basis having regard to the fair value of the business of the Company and its subsidiaries as a going concern but without taking into account (if it be the case) that the sale shares constitute a minority interest (as at the date of the sale notice) and shall be certified by an independent chartered accountant of not less than five years standing to be agreed between the retiring shareholder and the Board and in default of agreement to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales. In so certifying the chartered accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the parties

If the market value as certified by the independent chartered accountant is unacceptable to the retiring shareholder he may, within 7 days of the market value being so certified ("the valuation period"), revoke his sale notice by giving notice in writing to this effect to the company. The cost of obtaining a certificate of market value shall be borne equally by the retiring shareholder and the purchasing shareholder(s) provided that if any retiring shareholder shall within twelve months of revoking a sale notice serve a further sale notice in respect of any of the shares comprised in an earlier sale notice the cost of obtaining a certificate relating to such further sale notice shall be borne wholly by such retiring shareholder

(d) On determination of the market value the company shall forthwith offer the sale shares at market value to all shareholders holding shares of the same class ("the first offer") inviting each of them to state in writing within 14 days whether he is willing to purchase and, if so, the number of sale shares up to the number comprised in the sale notice. The directors shall allocate the sale shares to the shareholders who have expressed their willingness to purchase in proportion as nearly as may be to the nominal amount of their existing holdings of that class of shares in the company. Any sale shares which are then unallocated shall be allocated to any shareholders who have expressed a willingness to purchase more than their due proportion, again in proportion as nearly as may be to the nominal amount of their existing holdings of

that class of shares in the company, but no shareholder shall be obliged to purchase more sale shares than he has indicated he is willing to purchase

- (e) If any sale shares remain unallocated after the first offer the company shall forthwith offer these sale shares at market value to all shareholders other than those to whom the first offer was made ("the second offer") inviting each of them to state in writing within 14 days whether he is willing to purchase and, if so, the number of sale shares up to the number comprised in the sale notice. The directors shall allocate the sale shares to the shareholders who have expressed their willingness to purchase in proportion as nearly as may be to the nominal amount of their existing holdings of shares in the company. Any sale shares which are then unallocated shall be allocated to any shareholders who have expressed a willingness to purchase more than their due proportion, again in proportion as nearly as may be to the nominal amount of their existing holdings of shares in the company, but no shareholder shall be obliged to purchase more sale shares than he has indicated he is willing to purchase.
- (f) If the company shall not have found purchasing shareholders in respect of all the sale shares then any remaining sale shares shall, for a period of 14 days after the expiry of the time limit specified in article 4 2(d) - 4 2(e), be at the disposal of the directors who may offer any remaining sale shares at market value to any person as they in their discretion might choose.
- (g) If the company shall not find purchasing shareholders pursuant to articles 4 2(d) or 4 2(e) or any other purchaser pursuant to article 4 2(f) for all of the sale shares or if through no default of the retiring shareholder the purchase of any of the sale shares is not completed within the time period specified in article 4 2(h) the retiring shareholder shall be at liberty at any time within three months after the end of that time period to transfer any unsold sale shares or (in the case of a total sale condition) all of the sale shares to any person he may wish and at any price (not being less than the market value) and on terms not materially more favourable as to timing of payment than would apply to the shareholders under this article 4 2 provided that
 - (i) the directors may require to be satisfied that the sale shares are being transferred in satisfaction of a bona fide sale at market value without any deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied may refuse to register the transfer, and
 - (ii) if the sale notice contained a total sale condition the retiring shareholder shall not be entitled to transfer shares under this article 4 2(g) unless all the sale shares are transferred by him.

- (h) If the company shall find purchasing shareholders in respect of all or (except where the sale notice contains a total sale condition) any of the sale shares in accordance with this article 4 2 it shall forthwith give notice to the retiring shareholder who shall be bound, upon payment of the appropriate consideration, to transfer the sale shares to the respective purchasers. Every such notice shall state the name and address of each purchaser, the number of sale shares to be purchased by him and the transfer shall be completed at a time and place to be appointed by the directors, not being less than 7 nor more than 14 days from the date of the notice.
- (i) If the retiring shareholder fails to transfer any of the sale shares to their purchaser(s) the directors may authorise any person to execute a transfer of the sale shares to the purchasing shareholder and the company may give a good receipt for the purchase price of the sale shares and may register the purchasing shareholder as holders of them and issue to them certificates for them. After the name of the purchaser has been entered into the register the validity of the proceedings shall not be questioned by any person. The retiring shareholder shall in such case be bound to deliver up his certificate for the sale shares to the company whereupon he shall be entitled to receive the purchase price which shall in the meantime be held by the company on trust for him but without interest. If such certificate shall comprise any share which the retiring shareholder has not become bound to transfer as aforesaid the company shall issue to the retiring shareholder a certificate for the balance of such shares.
- (j) If trustees of a family trust are obliged, by article 4 2(b)(iii) to give a sale notice to the company but fail to do so, they shall be deemed on the date on which the directors shall receive actual notice of such shares being held otherwise than on family trust, to have given a sale notice in respect of them and the market value shall be ascertained by an independent chartered accountant pursuant to article 4 2(b)(iii).

4 3 Deemed Transfer Notice

- (a) **Death or bankruptcy**
 - (i) Any person becoming entitled to shares in consequence of the death or bankruptcy of any shareholder shall give a sale notice as defined in article 4 2(a) before he elects in respect of any share to be registered himself or to execute a transfer.
 - (ii) If a person becoming entitled to shares pursuant to article 4 3(a)(i) does not give a sale notice within three months of the death or bankruptcy he shall be deemed to have given a sale notice on the anniversary of the death or bankruptcy.

4 4 Change of control

- (a) Subject to article 4 4(b) and as appears below, no sale or transfer of any shares shall be made which would result if made and registered in a person or persons (whether or not then a member of the company) obtaining a controlling interest in the company ("the specified shares") without the previous consent of a majority of all of the holders of the issued shares of the same class unless before the transfer is lodged for registration the proposed transferee or his nominees has made an offer ("the first offer") (stipulated to be open for acceptance for 28 days) to purchase all the other shares at the specified price (as defined below) Every shareholder to whom the offer is made shall be bound within 28 days of the making of such offer to him either to accept or reject it in writing (and if he defaults in so doing shall be deemed to have rejected the offer) If an offer is made by a third party for 60% of the shares in each class, which is acceptable to the holders of 60% ("the 60% majority") of any class of share then the first offer will be deemed to be accepted by the remaining holders of the same class of share (the minority holders), subject to the offer being made at the specified price (as defined below), twenty eight days after the first offer is made provided that on receipt of such offer the minority holders (or any one of them if more than one) may make an offer at the specified price to purchase all the shares of that same class held by the 60% majority ("the counter offer") and if such counter offer is made then the 60% majority will within a further 28 days accept or reject it in writing (and if they default in doing so they will be deemed to have rejected the offer) If the counter offer is accepted then the first offer will lapse on such acceptance, and if it is rejected the minority holders will be deemed to have accepted the first offer
- (b) The provisions of this article shall not apply to the acquisition of shares by a person who is at the time an existing shareholder and the acquisition is made under the terms of a sale notice given pursuant to article 4 2
- (c) For the purposes of article 4 4(a)
- (i) the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment, and
- (ii) the "specified price" shall mean a price per share (not less than the market value) at least pari passu to that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the specified shares to their holders plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the specified shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or

payable for the specified shares. In the event of disagreement the calculation of the specified price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by and acting at the joint expense of the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales) whose decision shall be final and binding.

- 4.5 The provisions of article 4.2 shall not apply to any transfer of shares by the Controlling Shareholder and the Directors shall be bound to register any such transfer.

5. VARIATION OF RIGHTS

If at any time the share capital is divided into different classes of shares, the rights attached to any class may, whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of an Extraordinary Resolution passed at a separate General Meeting of the holders of the shares of the class. To every such separate General Meeting the provisions of these regulations relating to General Meetings shall apply, but so that the necessary quorum shall be two persons (except when there is only one holder of the relevant class of shares, when it shall be one) holding or representing by proxy one third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

6. PROCEEDINGS AT GENERAL MEETINGS

- 6.1 The first sentence of regulation 38 of Table A is amended by deleting "or a resolution appointing a person as a director".
- 6.2 For so long as there is more than one shareholder in the Company the quorum at meetings of the Company shall be two persons one of whom is the Controlling Shareholder and regulation 40 of Table A shall be construed accordingly.
- 6.3 If a quorum is not present within half an hour of the time appointed for a general meeting, the meeting is adjourned to such day and at such time and place as the directors may determine and if a quorum is not present within half an hour from the time appointed for the adjourned meeting, the member present, if he or she holds a Controlling Interest, shall be a quorum.
- 6.4 A poll may be demanded at any general meeting by any member present in person or by proxy and entitled to vote.

7. NUMBER OF DIRECTORS

Unless otherwise determined by ordinary resolution, the number of directors is not subject to any maximum. The minimum number of directors is one.

8. ALTERNATE DIRECTORS

- 8 1 An alternate director may act as alternate director to more than one director and is entitled at a meeting of the directors or of a committee of the directors to one vote for every director that he acts as alternate director for in addition to his own vote (if any) as a director of the Company, but an alternate director counts as only one director in determining whether a quorum is present
- 8 2 An alternate director is entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member, to attend, speak and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor as a director in his appointor's absence But it is not necessary to give notice of such a meeting to an alternate director who is absent from the UK
- 8 3 Unless otherwise determined by ordinary resolution of the Company, an alternate director is not entitled to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice to the Company direct

9. APPOINTMENT AND RETIREMENT OF DIRECTORS

- 9 1 The directors are not subject to retirement by rotation
- 9 2 The Company may by ordinary resolution appoint a person who is willing to act to be a director either to fill a vacancy or as an additional director
- 9 3 The directors may appoint a person who is willing to act to be a director, either to fill a vacancy or as an additional director, provided that the appointment does not cause the number of directors to exceed any maximum number of directors that may be fixed by ordinary resolution
- 9 4 No person shall be disqualified from being or becoming a director of the Company by reason of his attaining or having attained the age of 70 years or any other age
- 9 5 Notwithstanding any other provisions of these articles any Controlling Shareholder may at any time by written notice to the Company do all or any of the following with effect on the date or dates specified in the notice
- (a) vary the number of directors of the company, or
 - (b) appoint one or more additional directors, or
 - (c) remove one or more directors from office

10. DIRECTORS' APPOINTMENTS AND INTERESTS

- 10 1 Subject to the provisions of the Act, the directors may appoint one or more of their number to the office of managing director or to any other executive office under the Company and may enter into an agreement or arrangement with any director for his employment by the Company or for the provision by him of any services outside the scope of the ordinary duties of a director. Any such appointment, agreement or arrangement may be made on such terms as the directors determine and they may remunerate any such director for his services as they think fit. Any appointment of a director to an executive office shall terminate (unless the terms of his appointment provide otherwise) if he ceases to be a director but without prejudice to any claim for damages for breach of the contract of service between the director and Company.
- 10 2 The directors shall have power to pay or provide and agree to pay or provide pensions or other retirement, superannuation, death or disability benefits to any director, or to any person in respect of any director or former director of the company or any subsidiary or holding company of the company or another subsidiary of any such holding company and for the purpose of providing any such pensions or other benefits to contribute to any scheme or fund or to pay premiums (whether before or after such director ceases to hold office or employment). A director may vote at a meeting of directors in respect of any matter referred to in this article, notwithstanding that he is personally interested in such matter and shall be counted in the quorum present at the meeting. Regulation 87 of Table A shall not apply.

11. PROCEEDINGS OF DIRECTORS

- 11 1 The quorum for the transaction of the business of the directors shall be two, except when one director only is in office, when it shall be one. A person who holds office as an alternate director shall, if his appointor is not present, be counted in the quorum. Regulation 89 of Table A shall not apply.
- 11 2 Any director for the time being absent from the United Kingdom may supply to the company an address and/or telex or facsimile transmission number whether or not within the United Kingdom to which notices of meeting of the directors may be sent and shall then be entitled to receive at such address or number notice of such meetings. Regulation 88 of Table A shall be modified accordingly.
- 11 3 For so long as any member of the Company is a Controlling Shareholder he or she shall be chairman of the directors and shall have such number of votes as enables him or her to carry or defeat any proposal for a resolution of the directors.
- 11 4 A person may participate in a meeting of the directors or of a committee of directors by means of electronic communication provided that throughout the meeting all persons participating in

the meeting are able to communicate interactively and simultaneously with all other parties participating in the meeting notwithstanding accidental disconnection of the means of electronic communication during the meeting. A person participating in a meeting in this manner shall be deemed present in person at the meeting and shall be entitled to vote and be counted in the quorum.

- 11.5 Subject to disclosure in accordance with section 317 of the Act, a director is entitled to vote at any meeting of the directors or of a committee of directors on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, and in relation to any such resolution (whether or not he votes on the same) he is to be taken into account in calculating the quorum present at the meeting.

12. BORROWING POWERS

The directors may exercise all the powers of the company to borrow or raise money, and to mortgage or charge its undertaking, property and uncalled capital, or any part of it, and, subject to the provisions of the Act, to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the company or of any third party (including any member).

13. INDEMNITY

Subject to the provisions of the Companies Acts (as defined in section 744 of the Companies Act 1985), but without prejudice to any indemnity to which the person concerned may otherwise be entitled, every director or other officer of the Company (other than any person (whether an officer or not) engaged by the Company as auditor) shall be indemnified out of the assets of the Company against any liability incurred by him for negligence, default, breach of duty or breach of trust in relation to the affairs of the Company, provided that this Article shall be deemed not to provide for, or entitle any such person to, indemnification to the extent that it would cause this Article, or any element of it, to be treated as void under the Act or otherwise under the Companies Acts.