

Company Number : 5833222

THURSDAY



THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTION

-of-

BLUESTONE LEISURE LIMITED

("the Company")

Pursuant to section 288 of the Companies Act 2006, we, the undersigned being all the members of the Company entitled to attend and vote at a general meeting of the Company, **HEREBY RESOLVE** and agree that the following resolutions ("Resolutions"), proposed by the directors of the Company, be passed as special resolutions in respect of Resolution 1 and 4 and ordinary resolutions in respect of Resolutions 2 and 3 and that such Resolutions be as valid and effectual as if they had been passed at a general meeting of the Company duly convened and held:

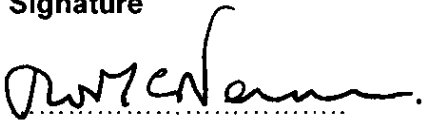
Resolutions

- 1 THAT the regulations contained in the document marked "A" and annexed to these resolutions are approved and adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.
- 2 THAT the authorised share capital of the Company be and is hereby increased from £205,000 to £205,500.75 by the creation of an additional 50,075 "E" Ordinary Shares of £0.01 each, all such shares having the rights and being subject to the restrictions set out in the Articles of Association of the Company from time to time.
- 3 THAT the Directors be and are hereby generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities (within the meaning of Section 80 of the Companies Act 1985) ("the Act") up to an aggregate nominal amount of £500.75 being all the unissued share capital of the Company, in substitution for any authority previously conferred upon them save to the extent that the same may already have been exercised PROVIDED that this authority shall expire on the date five years after the passing of this Resolution, save that the Company may before such expiry, make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority conferred thereby had not expired.
- 4 THAT subject to the passing of the previous Resolution the Directors be and are hereby empowered pursuant to Section 95 of the Act to allot equity securities (within the meaning of Section 94 of the act) pursuant to the authority conferred by the previous Resolution, as if Section 89(1) of that Act did not apply to any such allotment PROVIDED that this power shall be limited to the allotment of equity securities up to an aggregate nominal amount of £500.75 and shall expire on the date five years after the date of passing of this Resolution, save that the Company may, before such expiry, make an offer or agreement which would or might require

the allotment of equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being persons entitled to vote on the Resolutions on 1 July
2009 ("Circulation Date"), hereby irrevocably agree to the resolution set out
above:

Name of Member	Signature	Date of Signature
Jeffrey William McNamara		<u>1 July 2009</u>
Sir Edward John Francis Dashwood	.....	.....
Stephen Brown	.....	.....
Bluestone (GP) Limited	..... <i>For and on behalf of Bluestone (GP) Limited</i>	.....

the allotment of equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being persons entitled to vote on the Resolutions on 1 July 2009 ("Circulation Date"), hereby irrevocably agree to the resolution set out above:

Name of Member

Signature

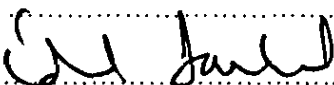
Date of Signature

Jeffrey William McNamara

Sir Edward John Francis Dashwood

Stephen Brown

Bluestone (GP) Limited

.....


.....
1 July 2009

.....
For and on behalf of Bluestone
(GP) Limited

the allotment of equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being persons entitled to vote on the Resolutions on 1 July
2009 ("Circulation Date"), hereby irrevocably agree to the resolution set out
above:

Name of Member

Signature

Date of Signature

Jeffrey William McNamara

.....

.....

Sir Edward John Francis Dashwood

.....

.....

Stephen Brown

.....

.....

Bluestone (GP) Limited

.....

.....

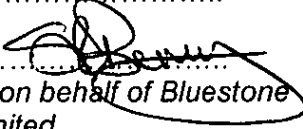
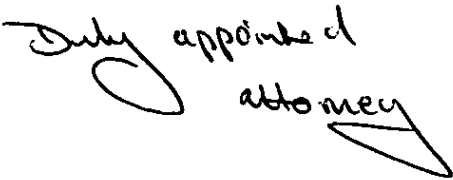
*For and on behalf of Bluestone
(GP) Limited*

1 July 2009

the allotment of equity securities in pursuance of such offer or agreement as if the power conferred hereby had not expired.

Please read the notes at the end of this document before signifying your agreement to the Resolutions.

The undersigned, being persons entitled to vote on the Resolutions on 1 July
2009 ("Circulation Date"), hereby irrevocably agree to the resolution set out
above:

Name of Member	Signature	Date of Signature
Jeffrey William McNamara	.....	.....
Sir Edward John Francis Dashwood	.....	.....
Stephen Brown	.....	.....
Bluestone (GP) Limited	 For and on behalf of Bluestone (GP) Limited	<u>1 July 2009</u>
	<i>Duly appointed attorney</i> 	

Notes

- 1 *You can choose to agree to all of the Resolutions or none of them, but you cannot agree to only some of the Resolutions.*
- 2 *If you agree to all of the Resolutions, please indicate your agreement by signing and dating this document where indicated above and returning it to the Company by hand or by post to the registered office of the Company marked for the attention of the Company Secretary.*
- 3 *If you do not agree to the Resolutions, you do not need to do anything. You will not be deemed to agree if you fail to reply.*
- 4 *Once you have indicated your agreement to the Resolutions, you may not revoke your agreement.*
- 5 *Unless by the date falling 28 clear days from the Circulation Date sufficient agreement has been received for the Resolutions to pass, they will lapse. If you agree to the Resolutions, please ensure that your agreement reaches us before or during this date.*
- 6 *If you are signing this document on behalf of a person under a power of attorney or other authority, please send a copy of the relevant power of attorney or authority when returning this document.*
- 7 *In the case of joint holders of shares, only the vote of the senior holder who votes will be counted by the Company. Seniority is determined by the order in which the names of the joint holders appear in the register of members.*



EVERSHEDS

Company No: 5833222

The Companies Acts 1985-2006

Company Limited by Shares

L

**Articles of Association of
Bluestone Leisure Limited**

(adopted by Special Resolution passed on 1 July 2009)

am.

Eversheds LLP
1 Callaghan Square
Cardiff
CF10 5BT

Tel 0845 497 9797
Fax 0845 498 7333
Int +44 29 2047 1147
DX 33016 Cardiff
www.eversheds.com

Company No: 5833222

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

BLUESTONE LEISURE LIMITED

**(adopted by Special Resolution
passed on 1 July 2009)**

1. Definitions

- 1.1 In these Articles the following words and expressions shall, unless the context otherwise requires, bear the following meanings:

"Acts" means the Companies Act 1985 (including amendments made thereto by the Companies Act 1989), the Companies Act 1989 and the Companies Act 2006;

"Auditors" mean the auditors of the Company from time to time;

"Board" means the board of directors of the Company as constituted from time to time or any duly authorised committee of the Board;

"Chairman" means the chairman from time to time of the Board;

"Control" means, in relation to a body corporate, the power of a person to secure that its affairs are conducted in accordance with the wishes of that person:

- (a) by means of the holding of shares or the possession of voting power in or in relation to that to any other body corporate; or
- (b) by virtue of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and a **"Change of Control"** shall occur if a person who controls any company or undertaking ceases to do so, or if another person acquires control of it.

"Director" means a director of the Company for the time being;

"Family Member" means the person who first transfers the relevant Share pursuant to Article 6.4 and his spouse, lineal descendants and ascendants in

direct line (including any step, adopted or illegitimate children), brothers and sisters and the spouses of any such relations;

"Finance Wales" means Finance Wales Investments Limited;

"Fund" means a fund, undertaking, syndicate or other entity whose principal purpose is to make investments;

"Fund Manager" means any person whose principal business is to make, manage or advise upon investments;

"Group" means the Company, its subsidiary undertakings, any holding company of the Company and any subsidiary undertakings of the holding company from time to time, or any of them, as the context admits and "member of the Group" shall have a corresponding meaning;

"Member of a Shareholders Group" means in relation to a Shareholder, any subsidiary of a Shareholder, any holding company of that Shareholder, any subsidiary of such holding company and any nominee of the foregoing;

"Shareholders" mean the holders from time to time of the Shares;

"Shares" means ordinary shares of £1.00 each and "E" ordinary shares of £0.01 each in the capital of the Company;

"Table A" means Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (SI 1985 No 805) as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 (SI 1985 No 1052).

- 1.2 References to statutory provisions include references to any orders or regulations made thereunder and references to any statute, provision, order or regulation include references to that statute, provision, order or regulation as amended, modified, re-enacted or replaced from time to time whether before or after the date hereof (subject as otherwise expressly provided herein) and to any previous statute, statutory provision, order or regulation amended, modified, re-enacted or replaced by such statute, provision, order or regulation.
- 1.3 Headings are for information only and shall not form part of the operative provisions of, and shall be ignored in construing, these Articles.
- 1.4 Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and unincorporated, associations, partnerships and individuals.
- 1.5 Whether one person is **"Connected"** with another person shall be determined in accordance with Section 839 of the Income and Corporation Taxes Act 1988.

- 1.6 A person "**Acting in Concert**" with another person shall have the meaning set out in the City Code on Takeovers and Mergers.

2. **Table A**

- 2.1 The regulations contained in Table A, save insofar as they are excluded or varied hereby, and the provisions hereinafter contained shall constitute the articles of association of the Company.
- 2.2 Regulations 39, 40, 41, 50, 64, 73 to 77 (inclusive), 80, 87, 94, 101 and 118 of Table A and the final sentence of regulation 112 of Table A shall not apply to the Company.

3. **Share Capital**

- 3.1 The authorised Share capital of the Company at the date of the adoption of these Articles is £205,500.75 divided into 200,000 ordinary shares of £1.00 each and 550,075 "E" ordinary shares of £0.01 each.
- 3.2 The ordinary shares and the "E" ordinary shares shall be separate classes of Shares but shall rank pari passu in all respects.
- 3.3 Each of the Shares shall confer upon the holders thereof the right to attend and vote at general meetings of the Company and each Share shall carry one vote.
- 3.4 Notwithstanding that the capital of the Company is divided into different classes of shares, the rights attached to any class may be varied or abrogated with the consent in writing of the holders of 60% or more of the issued Shares.

4. **Lien**

The lien conferred by regulation 8 of Table A shall attach also to fully paid up Shares and to all Shares registered in the name of any person indebted or under liability to the Company whether he shall be the sole registered holder thereof or shall be one of two or more joint holders.

5. **Transfer of Shares**

The Directors shall refuse to register the transfer of any Share unless the transfer is expressly authorised by Articles 6 or 7. Regulation 24 of Table A shall be modified accordingly.

6. **Permitted Transfers**

- 6.1 Within Groups

Any member being a body corporate shall be entitled to transfer all or any of its Shares or any beneficial interest therein to any Member of a Shareholder's Group.

6.2 By Funds

Any member who is a Fund shall be entitled to transfer any of its Shares or any beneficial interest therein to:

- 6.2.1 any participant in such member;
- 6.2.2 any other Fund managed by such member or any participants in such member;
- 6.2.3 any other Fund managed by:
 - 6.2.3.1 such member's Fund Manager;
 - 6.2.3.2 another undertaking in that Fund Manager's group; or
- 6.2.4 where another Fund is a participant in such member, a participant in that other Fund.

6.3 By Fund Managers

Any member who is a Fund Manager shall be entitled to transfer any of its Shares or any beneficial interest therein to:

- 6.3.1 any participant in the Fund in respect of which the Shares are held;
- 6.3.2 any Fund managed by such member; or
- 6.3.3 another Fund Manager who manages the Fund in respect of which the Shares are held.

6.4 Family Members

Any member being an individual may transfer all or any of his Shares for whatever consideration to:

- 6.4.1 one or more Family Member;
- 6.4.2 the trustee or trustees of a family trust set up wholly for the benefit of one or more Family Member; or
- 6.4.3 joint names of the individual member and one or more Family Member;
- 6.4.4 to one or more Family Member or such persons referred to in Article 6.4.5 below upon the transmission of any or all of his Shares; or

6.4.5 his long term partner with the prior written consent of a majority of the Board (such consent not to be unreasonably withheld or delayed),

subject to the Board being satisfied that the voting control in respect of any Shares being so transferred shall be exercised by the person who first transferred the Shares pursuant to this regulation 6.4.

6.5 Pursuant to Article 8 (Compulsory and Deemed Transfer Notices)

Any Shares may be transferred pursuant to Article 8.

6.6 Pursuant to Article 9 (Drag Along Option)

Any Shares may be transferred pursuant to Article 9.

6.7 With consent

Any Shares may be transferred with the consent of the holders of a majority in number of the Shares.

7. **Transfer Restrictions**

7.1 Any member proposing to transfer Shares held by him (a "**Proposing Transferor**") otherwise than in accordance with Article 6 shall give notice in writing (a "**Transfer Notice**") to the Company stating:

7.1.1 the number of Shares which he proposes to transfer (the "**Sale Shares**");

7.1.2 the price per Share at which he proposes to transfer the Sale Shares (the "**Transfer Price**"); and

7.1.3 that the Transfer Notice is conditional upon all and not part only of the Sale Shares being sold pursuant to the offer hereinafter mentioned and in the absence of such stipulation it shall be deemed to be so conditional.

7.2 No Transfer Notice once given or deemed to be given in accordance with Article 7.1 shall be withdrawn unless the Board consents to the withdrawal of the Transfer Notice.

7.3 The Transfer Notice shall constitute the Company the agent of the Proposing Transferor for the sale of the Sale Shares at the Transfer Price.

7.4 If no Transfer Price is stated in the Transfer Notice the Proposing Transferor and a majority of the Directors are unable to agree a price per Share at which the Sale Shares should be offered for sale, the Directors shall instruct the Auditors to determine the Transfer Price in accordance with Article 10.

- 7.5 The Company shall immediately upon receipt of a Transfer Notice give notice in writing to each of the members of the Company (other than the Proposing Transferor and any other member who has or is deemed to have served a Transfer Notice in relation to all of the Sale Shares held by him) inviting them to state in writing by a specified date being 28 days from the date of the said notice whether and, if so, the maximum number of Sale Shares he wishes to purchase at the Transfer Price.
- 7.6 The Sale Shares shall be offered on the basis that, in the event that the members accept the offer for a maximum number of Shares in excess of the number of Sale Shares available, the Sale Shares shall be sold to the members accepting the offer in proportion (as nearly as may be) to their existing holdings of Shares, subject to the maximum number of Shares which each has indicated he wishes to purchase.
- 7.7 Within seven days of the closing of the offer to Shareholders pursuant to Article 7.5 the Company shall give notice of each allocation of Sale Shares in accordance with Article 7.6 (an "**Allocation Notice**") to the Proposing Transferor and each of the persons to whom Sale Shares have been allocated (each a "**Purchaser**") and shall specify in the Allocation Notice the place and time (being not more than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares shall be completed **PROVIDED** that if the total number of Shares applied for is less than the total number of Sale Shares then the Allocation Notice shall contain a further invitation open for 21 days to those persons to whom Sale Shares have been allocated to apply for further Sale Shares (in which case completion of the Sale Shares shall not take place until expiry of the said 21 day period) and completion of the sale of Sale Shares shall be conditional upon such offer being accepted in relation to all of the Sale Shares.
- 7.8 The transfer and completion of the sale of the Sale Shares shall not be sanctioned or effected by the Board if such transfer obliges the Proposing Transferor to procure the making of a Tag Along Offer in accordance with Article 9, and no such Tag Along Offer has been made and completed.
- 7.9 Subject to Article 7.7, upon such allocation being made as aforesaid, the Proposing Transferor shall be bound, on payment of the Transfer Price, to transfer the Sale Shares comprised in the Allocation Notice to the Purchaser(s) named therein at the time and place therein specified. If he makes default in so doing the Chairman (provided he is not the Proposing Transferor) or failing him one of the Directors or some other person duly nominated by a resolution of the Board for that purpose, shall immediately be deemed to be the duly appointed attorney of the Proposing Transferor with full power to execute, complete and deliver in the name and on behalf of the Proposing Transferor a transfer of the relevant Sale Shares to the Purchaser(s) and the Board may receive and give a

good discharge for the purchase money on behalf of the Proposing Transferor and (subject to the transfer being duly stamped) enter the name of the Purchaser(s) in the register of members as the holder or holders by transfer of the Shares so purchased by him or them. The Board shall immediately pay the purchase money into a separate bank account in the Company's name and shall hold such money on trust (but without interest) for the Proposing Transferor until he shall deliver up his certificate or certificates for the relevant Shares to the Company when he shall thereupon be paid the purchase money.

- 7.10 In the event that all of the Sale Shares are not sold in accordance with this Article 7 the Proposing Transferor may at any time within two calendar months after receiving confirmation from the Company that the pre-emption provisions herein contained have been exhausted, transfer all (but not some only) of the Sale Shares to any person or persons at a price not less than the Transfer Price.

8. Compulsory and Deemed Transfer Notices

- 8.1 Unless otherwise agreed by the holders of a majority in number of the Shares, a Shareholder (and/or person who has transferred Shares pursuant to Articles 6.1 and 6.4) shall upon the occurrence of any of the events set out in Articles 8.1.1 to 8.1.7 be a Retiring Member and shall be deemed immediately before any such event to have served a Transfer Notice:

- 8.1.1 the liquidation (voluntary or otherwise) of the Retiring Member, other than a genuine solvent reconstruction or amalgamation in which the new company assumes (and is capable of assuming) all the obligations of the Retiring Member;
- 8.1.2 an order being made by a court of competent jurisdiction or a resolution being passed for the administration of the Retiring Member;
- 8.1.3 any step being taken by any person other than a Member of the Shareholder's Group (and which is not withdrawn or discharged within 90 days) to appoint a receiver, administrative receiver or manager in respect of the whole or a substantial part of the assets or undertaking of the Retiring Member;
- 8.1.4 the Retiring Member being unable to pay its debts as they fall due for the purposes of section 123 of the Insolvency Act 1986;
- 8.1.5 the Retiring Member entering into a composition or arrangement with its creditors;
- 8.1.6 any chargor enforcing any charge created over any shares held by the Retiring Member in the Company;

- 8.1.7 the Retiring Member becoming bankrupt or making any arrangement or composition with its creditors.
- 8.2 If, following a transfer of Shares pursuant to Article 6.1 and/or 6.4, the transferee ceases to be a person to whom the transferor would be entitled to transfer Shares pursuant to such Article, the transferee shall, within 21 days of so ceasing, transfer the Shares held by it to the transferor or to some other person to whom the transferor would be entitled to transfer such Shares pursuant to these Articles and failing such transfer shall be deemed to have given a Transfer Notice in accordance with Article 7.1.
- 8.3 In any case where a Transfer Notice is required to be given in respect of any Shares and such Transfer Notice is not duly given within a period of one week, such Transfer Notice shall be deemed to have been given at the expiry of the said period and the provisions of these Articles relating to Transfer Notices shall take effect accordingly unless a majority of the Directors elect otherwise.
- 8.4 Where any Transfer Notice is deemed to have been given in accordance with this Article 8, the deemed Transfer Notice shall be treated as having specified:
- 8.4.1 that all the Shares registered in the name of the Proposing Transferor shall be included for transfer; and
- 8.4.2 the Transfer Price is as determined in accordance with Article 10.

9. **Tag along Offer**

- 9.1 If the effect of any transfer of Shares by a Shareholder ("**the Seller**") other than a transfer permitted by Article 6 or a transfer to any person who is a Shareholder at the date of adoption of these Articles) would, if completed, be to enable any person or persons Connected with each other or persons Acting in Concert with each other to obtain Control over or increase Control beyond 50% or more in number of the Shares in the Company then the Seller shall procure the making by the proposed transferee of the Seller's Shares ("**the Proposed Transferee**") of an offer to Finance Wales to purchase such number of the Shares of Finance Wales as is equal to the proportion of the holding of Shares of the Seller to be transferred to the Proposed Transferee. On receipt of a Tag along Offer Finance Wales shall be bound within 7 days of the date of such offer (which date shall be specified therein) either to accept or reject such offer in writing (and in default of so doing shall be deemed to have rejected the offer). Until such Tag along Offer has been made and completed the Board shall not sanction the making and registration of the relevant transfer.
- 9.2 The Tag along Offer shall be at a price per Share (in cash or otherwise) (the "**Offer Price**") which is offered or paid or agreed to be paid by the proposed

transferee or any person Connected with or any person Acting in Concert with such person for each such Share of a Seller.

10. **Drag Along Option**

- 10.1 If the holders of 50% or more in number of the Shares (together the **"Selling Shareholders"**) wish to transfer on a bona fide arms length basis any interest in any Shares (other than a permitted transfer under Article 6 or a transfer to any person who is a Shareholder at the date of adoption of these Articles) to a third party purchaser (being a person who is not a permitted transferee under Article 6 or a person acting as agent of or at the direction of a Shareholder or a person otherwise Connected with a Shareholder) (**"the Third Party Purchaser"**) where that transfer would if completed result in a Change of Control the Selling Shareholders shall have the option (**"the Drag Along Option"**) to require all the holders of Shares to transfer all their Shares to the proposed Third Party Purchaser or as the Third Party Purchaser directs in accordance with this Article 9.
- 10.2 The Selling Shareholders may exercise the Drag Along Option by giving notice to that effect (**"the Drag Along Notice"**) to all other Shareholders (**"the Dragged Shareholders"**) at any time before the transfer of Shares resulting in the Change of Control. A Drag Along Notice shall specify that the Dragged Shareholders are required to transfer all their Shares (**"the Dragged Shares"**) pursuant to Article 9.1, the price at which the Dragged Shares are to be transferred (being the Third Party Price as defined in Article 9.9 below) and the proposed date of transfer.
- 10.3 The Drag Along Notice is irrevocable but the Drag Along Notice and all obligations thereunder will lapse if for any reason there is not a Change of Control caused by a transfer of Shares by the Selling Shareholders to the Third Party Purchaser within 60 days after the date of the Drag Along Notice.
- 10.4 Completion of the sale of the Dragged Shares under this Article shall take place on the same date as the date proposed for completion of the Selling Shareholder's Shares unless:
- 10.4.1 all of the Dragged Shareholders and the Selling Shareholders agree otherwise; or
- 10.4.2 the date is less than 7 days after the Drag Along Notice, where it shall be deferred until the seventh day after the Drag Along Notice.
- 10.5 If the Selling Shareholders have not exercised the Drag Along Option before the transfer of Shares resulting in the Change of Control, the Selling Shareholders and/or the Third Party Purchaser shall have the Option (**"the Further Drag Along Option"**) during the period of 90 days following the Change of Control to

require all the holders of Shares (excluding for this purpose the Third Party Purchaser) to transfer all their Shares to the Third Party Purchaser or as the Third Party Purchaser directs.

- 10.6 The Selling Shareholders and/or the Third Party Purchaser as the case may be may exercise the Further Drag Along Option by giving notice to that effect ("**the Further Drag Along Notice**") to all the other Shareholders ("**the Remaining Shareholders**"). A Further Drag Along Notice shall specify:

10.6.1 that the Remaining Shareholders are required to transfer all their Shares ("**the Remaining Shares**");

10.6.2 the price at which each of the Remaining Shares is to be transferred (being the Third Party Price); and

10.6.3 the date of transfer of the Remaining Shares ("**Transfer Date**") (being no more than 30 days after the date of the Further Drag Along Notice).

- 10.7 Completion of the sale of the Remaining Shares shall take place on the Transfer Date unless:

10.7.1 all the Remaining Shareholders and the Third Party Purchaser agree otherwise;

10.7.2 the Transfer Date is less than seven days after service of the Further Drag Along Notice in which case it shall be deferred until the seventh day after service of the Further Drag Along Notice.

- 10.8 A Further Drag Along Notice shall be irrevocable but the Further Drag Along Notice will lapse if for any reason the transfer of the Remaining Shares does not take place on the Transfer Date (as the same may be varied in accordance with Articles 9.7.1 or 9.7.2).

- 10.9 For the purposes of this Article 9, the expression "**Third Party Price**" means the higher of:-

10.9.1 the price per Share paid or agreed to be paid by the Third Party Purchaser or any person Connected with or any person Acting in Concert with the Third Party Purchaser (together "**the Third Party Purchaser Group**"); and

10.9.2 the average price per Share paid or agreed to be paid in respect of all Shares acquired (or agreed to be acquired) by the Third Party Purchaser Group during the preceding 12 months,

and in determining the price paid or agreed to be paid for a Share for the purposes of this Article 9 there shall be included in each case an amount equal

to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the seller of the relevant Shares (or any person Connected or person Acting in Concert with such person) which (having regard to the substance of the transaction as a whole) can reasonably be regarded as forming part of the consideration for the relevant Shares and all dividends in arrears or accrued up to the date of sale.

- 10.10 In the event of disagreement the calculation of the Third Party 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 (or any successor body thereto) at the request of any of the parties concerned whose decision shall be final and binding. In the absence of fraud such umpire shall be under no liability to any person by reason of his calculation or anything done or omitted to be done by him for the purposes thereof or in connection therewith. The Shareholders shall provide such umpire with whatever information the umpire reasonably requests for the purposes of the calculation

11. **Transfer Price**

- 11.1 In the event that the Auditors are required to determine the price at which Shares are to be transferred pursuant to these Articles such price shall be the amount the Auditors shall on the application of the Board certify in writing to be the price which in their opinion represents the open market value of all the Shares ("**the Market Value**") being the sum which a willing purchaser would agree with a willing seller to be the purchase price for all the Shares of the Company (taking account of any under option) divided by the number of issues Shares and Shares under option, subject to provision being made for all liabilities (whether actual or contingent) of the Company and so that there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability or options of over the Shares to be sold.
- 11.2 In so certifying, the Auditors shall act as experts and not as arbitrators and their decision shall be final and binding on the parties.
- 11.3 The Auditors' costs of determining the Transfer Price shall be borne by the Company.

12. **General Meetings**

- 12.1 No business shall be transacted at any general meeting unless the requisite quorum shall be present at the commencement of the business and also when such business shall be voted upon. Two members present by person or by proxy shall be a quorum for all purposes. Regulation 40 shall not apply. If such

a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or otherwise to such time and place as the Directors may determine.

- 12.2 No resolution shall be deemed to have been validly passed at any general meeting of the Company unless a majority of the holders of the Shares present at such meeting shall vote in favour of such resolution
- 12.3 A poll may be demanded by the Chairman or by any Shareholder present in person or by proxy and having the right to vote at the meeting and Regulation 46 of Table A shall be modified accordingly.
- 12.4 Regulation 59 of Table A shall be modified by the addition of the following words at the end of the Regulation: **"Deposit of an instrument of proxy shall not preclude a member from attending and voting at the meeting or at any adjournment thereof"**.
- 12.5 Regulation 62 of Table A shall be modified by the deletion in paragraph (a) of the words **"deposited at"** and by the substitution for them of the words **"left at or sent by post or by facsimile transmission to"** and by the insertion at the end of the Regulation after the word **"invalid"** of the words **"unless a majority of the Directors resolve otherwise"**.
- 12.6 The chairman at any general meeting shall not be entitled to a second or casting vote. Regulation 50 shall not apply to the Company.

13. **Written Resolutions**

- 13.1 Regulation 53 of Table A shall be modified by the addition of the following words at the end of the Regulation: **"If such a resolution in writing is described as a special resolution or as an extraordinary resolution or as an elective resolution, it shall have effect accordingly"**.
- 13.2 A resolution signed by any director or the secretary of a corporation which is a member shall be validly executed by that member for the purposes of Regulation 53 of Table A. Regulation 53 (as extended) shall apply with necessary changes to resolutions in writing of any members of the Company.

14. **Directors**

- 14.1 Unless otherwise determined by ordinary resolution the number of Directors (other than alternate directors) shall be not less than two. There shall be no maximum number of Directors.

- 14.2 The quorum necessary for the transaction of the business of the directors shall be two. If such a quorum is not present within half an hour from the time appointed for the meeting, or if during a meeting such a quorum ceases to be present, the meeting shall stand adjourned to the same day in the next week at the same time and place or otherwise to such time and place as the Directors may determine.
- 14.3 The Directors shall not be liable to retire by rotation and accordingly the second and third sentences of Regulation 79 of Table A shall not apply to the Company and in Regulation 78 of Table A the words "**Subject as aforesaid**" and "**and may also determine the rotation in which any additional directors are to retire**" shall be deleted and the words "**and may also determine the rotation in which any additional directors are required to retire**" in Regulation 78 shall be deleted. The office of a director may, in addition to the circumstances set out in Regulation 81, be vacated if in the reasonable opinion of the Board he becomes incapable of managing his affairs, and upon such vacation the remaining Directors (as the case may be) may appoint another person in place of the director so removed.
- 14.4 Except with the prior consent of a majority of the other Directors a Director shall not vote as a director on any resolution concerning a matter in which he has, directly or indirectly, any kind of interest or duty whatsoever and Regulation 94 of Table A which shall be modified accordingly.
- 14.5 The chairman of any meeting of the Directors shall not be entitled to a second or casting vote. Regulation 88 shall be modified accordingly.
15. **Alternate Directors**
- 15.1 A Director, or any such other person as is mentioned in Regulation 65 of Table A, may act as an alternate Director to represent more than one director, and an alternate Director shall be entitled at any meeting of the Board or of any committee of the Board to one vote for every Director who he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present.
- 15.2 Regulation 68 of Table A shall be modified by the addition of the following words at the end of the Regulation: "**Any such notice may be left at or sent by post or facsimile transmission to the office or such other place as may be designated for the purpose by the Directors**".
- 15.3 An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 in Table A shall be modified accordingly.

16. Proceedings of Directors

Unless a majority of the Directors agree otherwise, any Director or member of a committee of the Board may participate in a meeting of the Board or such committee by means of conference, telephone or similar communications equipment whereby all persons participating in the meeting can hear and speak to each other and any Director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.

17. Company Seal

- 17.1 If the Company has a seal it shall only be used with the authority of the Board or of a committee of the Board. The Board may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a Director and by the secretary or a second Director. The obligations under Regulation 6 of Table A relating to the sealing of Share certificates shall apply only if the Company has a seal.
- 17.2 The Company may exercise the powers conferred by Section 39 of the Companies Act 1985 with regard to having an official seal for use abroad, and such powers shall be vested in the Board.

18. Borrowing Powers

The Directors may exercise all the powers of the Company to borrow and raise money and to mortgage and charge all or any part of the undertaking, property and uncalled capital of the Company and, subject to the provisions of the Acts, 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.

19. Indemnity

- 19.1 Subject to the provisions of the Acts, but without prejudice to any indemnity to which he may otherwise be entitled, every director, alternate director, secretary or other officer or employee of the Company shall be indemnified out of the assets of the Company against all costs, charges, expenses, losses, damages and liabilities which he may sustain or incur in or about the execution of his duties or the exercise of his powers or otherwise in relation hereto including without prejudice to the generality of the foregoing, any liability incurred defending any proceedings, whether civil or criminal, which relate to anything done or omitted to alleged to have been done or omitted by him as an officer or employee of the Company in which judgement is given in his favour or in which he is acquitted, or which are otherwise disposed of without any finding or admission of material breach of duty on his part or in connection with any application in which relief is granted to him by the court from liability for

negligence, default, breach of duty or breach of trust in relation to the affairs of the Company.

- 19.2 The Directors may exercise all the powers of the Company to purchase and maintain for any Director, auditor or other officer (including former directors and other officers) or any other person insurance against any liability for negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against.

20. **Notices**

A notice may be given under these Articles either personally or by sending it by prepaid first class post or airmail to the recipients address stated in the Company's register of members or to any other address supplied by the recipient to the Company for the giving of notice to him. A properly addressed and prepaid notice sent by post shall be deemed to have been served at an address within the United Kingdom at the expiry of 48 hours after the notice is posted.