

THE COMPANIES ACTS 1985-1989

COMPANY LIMITED BY SHARES

WRITTEN RESOLUTIONS

OF

WEDNESDAY



DORSET EMERGENCY SERVICES PPP (HOLDINGS) LIMITED (the Company)

WE, being the sole member of the Company entitled to receive notice of and to attend and vote at general meetings of the Company **UNANIMOUSLY PASS** the following resolutions of the Company pursuant to article 1 1 of the Company's articles of association

RESOLUTIONS

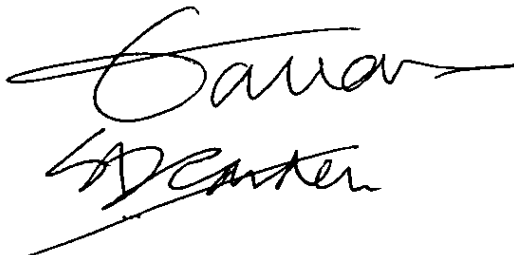
- 1 That with effect from the passing of this resolution 1 the authorised share capital of the Company is increased from £1,000 to £300,000 by the creation of a further 299,000 new ordinary shares of £1 each in the capital of the Company having the rights set out in the articles of association of the Company
- 2 That, for the purposes of section 80 of the Companies Act 1985 (the **Act**), the directors are generally and unconditionally authorised to exercise all powers of the Company to allot, grant options over, offer or otherwise deal with or dispose of relevant securities (within the meaning of that section) up to an aggregate nominal amount of £299,999, provided that this authority shall expire on 31 December 2007 save that the directors may before the expiry of the authority granted by this resolution make a further 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 by this resolution had not expired and the authority granted by this resolution is in substitution for any authority to allot, grant options over, offer or otherwise deal with or dispose of relevant securities previously granted to the directors which (to the extent that it remains in force and unexercised) is revoked
- 3 That the provisions of article 2 2 of the Company's articles of association be disapplied in connection with the allotment and issue of 299,999 ordinary shares of £1 each in the capital of the Company to CSES (Dorset) Limited and Carden Croft & Co Limited in the proportions 67 33

- 4 That, with effect from the passing of this resolution, the provisions of the memorandum of association of the Company are altered with regard to the objects of the Company by inserting the following new clause 3 1 and renumbering the remaining sub-clauses contained in clause 3

"3 1 to carry on the business of a holding company and to acquire by purchase, exchange, subscription or otherwise and to hold the whole or any part of the shares, stock, debenture stock, loan stock bonds, obligations, securities, property, assets, rights, privileges or other interests of or in any company, corporation, firm or undertaking carrying on business of any kind whatsoever in any part of the world, and to enter into, assist or participate in financial, commercial, mercantile, industrial and other transactions, undertakings and business of every description and to carry on, develop and to manage, conduct, supervise, control and co-ordinate the activities, businesses, operations or affairs of any company, corporation or firm in which the Company is for the time being interested and to co-ordinate the policy and administration of any companies of which the Company is a member or which are in any manner controlled by or connected or associated with the Company,"

- 5 THAT the regulations contained in the printed documents put before the Meeting and for the purpose of identification marked "A" and signed by the Chairman be approved and adopted as the Articles of Association of the Company in substitution for and to the complete exclusion of all existing Articles of Association of the Company

Signed



Dated 6 July 2007

Duly authorised for and on behalf of
CSES (Dorset) Limited

Company number 6227431

THE COMPANIES ACT 1985-1989

ARTICLES OF ASSOCIATION

OF

DORSET EMERGENCY SERVICES PPP (HOLDINGS) LIMITED

Incorporated 26 April 2007

Adopted on ^{6m} July 2007

WALKER MORRIS

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Ref EJM

**WALKER
MORRIS**



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THE COMPANIES ACTS 1985 to 1989

PRIVATE COMPANY LIMITED BY SHARES

DORSET EMERGENCY SERVICES PPP (HOLDINGS) LIMITED

ARTICLES OF ASSOCIATION

Adopted on ^{6th} July 2007



1 PRELIMINARY

The regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 in force at the time of adoption of these articles (**Table A**) shall apply to the Company except to the extent that they are excluded or varied by these articles and those regulations (save as so excluded or varied) and these articles shall be the regulations of the Company

2 INTERPRETATION

In these articles and in Table A the following expressions have the following meanings

the Act means the Companies Act 1985 including any statutory modification or re-enactment of it for the time being in force,

these articles means these articles of association, whether as originally adopted or as from time to time altered by special resolution,

Barclays Capital Group means (i) Barclays European Infrastructure II Limited (company number 3468972) (acting as general partner of Barclays European Infrastructure Fund II LP) and any subsidiary or holding company of Barclays European Infrastructure II Limited and any subsidiary of that holding company, (ii) any unit trust, investment fund, partnership or other fund including any investor or potential investor therein or other entity of which any entity referred to in paragraph (i) of this definition is the general partner, trustee, principal, manager or co-manager (either directly or indirectly) and including without limitation Alma Mater Fund Limited Partnership, the Barclays UK Infrastructure Fund Limited Partnership, the Barclays European Infrastructure Fund Limited Partnership, Infrastructure Investors Limited Partnership and any general partner thereof,

- (iii) any nominee or trustee of any entity falling within paragraphs (i) or (ii) of this definition acting in such capacity (whether on a change of nominee or trustee or otherwise),
- (iv) limited partners, members or investors in any unit trust, investment fund, partnership or other fund referred to in this definition, *but only to the extent that such holders become holders as a result of a transfer in specie to them which is a distribution on a winding up out of the assets of the trust fund or partnership in question, and*
- (v) any entity which holds shares for groups of employees or former employees of any entity referred to in paragraph (a) of this definition,

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

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

executed means any mode of execution,

Group shall have the meaning given to it in section 53(1) Companies Act 1989,

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

Morgan Sindall Group means Morgan Sindall plc (company number 00521970) and any subsidiary or holding company of Morgan Sindall plc and any subsidiary of such holding company,

the office means the registered office of the Company,

seal means the common seal of the Company (if any),

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,

share means any interest in a share, and

the United Kingdom means Great Britain and Northern Ireland

Words or expressions contained in these articles and in Table A bear the same meaning as in the Act but excluding any statutory modification not in force when these articles become binding on the Company Regulation 1 of Table A shall not apply to the Company

3 SHARE CAPITAL

- 3 1 The authorised share capital of the Company at the time of adoption of these articles is £300,000 divided into 300,000 ordinary shares of £1 each
- 3 2 Save as may be provided by regulation 110 of Table A all shares which are comprised in the authorised share capital of the Company from time to time which the directors propose to issue shall first be offered to the members in proportion to the number of the existing shares held by them respectively and at the same price unless the Company shall by special resolution otherwise direct Each such offer shall be made by notice specifying the total number of shares being offered to the members as a whole, the proportionate entitlement of the member to whom the offer is made and the price per share and shall require each member to state in writing within a period (not being less than fourteen days) specified in the notice whether he is willing to take any and, if so, what maximum number of the said shares up to his proportionate entitlement An offer, if not accepted within the period specified as regards any shares, will be deemed to be declined as regards those shares After the expiration of such period, those shares so deemed to be declined shall be offered in the same manner as set out above to the persons who have, within the specified period, accepted all the shares offered to them, such further offer shall be made in the same terms and in the same manner and limited by the same period as the original offer. Any shares not accepted pursuant to such offer or further offer as referred to in this article 3 2 or not capable of being offered pursuant to that offer or further offer except by way of fractions shall not be issued Any shares released from the provisions of this article by any special resolution referred to in this article shall be under the control of the directors, who may allot, grant options over or otherwise dispose of the same to such persons, on such terms and in such manner as they think fit No share shall be issued at a discount or otherwise in breach of the provisions of these articles or of the Act
- 3 3 In accordance with section 91(1) of the Act, sections 89(1) and 90(1) to (6) (inclusive) of the Act shall not apply to the Company

4 LIEN

The Company shall have a first and paramount lien on all shares, whether fully paid or not, standing registered in the name of any person indebted or under liability to the Company, whether he shall be the sole registered holder of those shares or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company whether or not in respect of the shares in question

5 CALLS ON SHARES AND FORFEITURE

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

6 TRANSFER OF SHARES

6 1 Any person (the **proposing transferor**) proposing to transfer any shares shall give notice in writing (a **transfer notice**) to the Company that he desires to transfer the same and specifying the price per shares at which he is willing to sell them. The transfer notice shall constitute the Company the agent of the proposing transferor for the sale of all (but not some only) of the shares comprised in the transfer notice together with all rights then attached to them to any member or members willing to purchase the same (**purchasing members**) at the price specified in the transfer notice or at the fair value certified in accordance with article 6 3 (whichever shall be the lower). A transfer notice shall not be revocable except with the sanction of the directors.

6 2 The shares comprised in any transfer notice shall be offered to the members (other than the proposing transferor) as nearly as may be in proportion to the number of shares held by them respectively. Such offer shall be made by notice in writing (the **offer notice**) within seven days after the receipt by the Company of the transfer notice. The offer notice shall

6 2 1 state the identity of the proposing transferor, the number of shares comprised in the transfer notice and the price per share specified in the transfer notice and inform the members that shares are offered to them in accordance with the provisions of this article 6 2,

6 2 2 contain a statement to the effect that the shares are offered in the first instance in the proportion referred to in the opening sentence of this article 6 2 but go on to invite each member to state in his reply whether he wishes to purchase more or less shares than his proportionate entitlement and if so what number,

6 2 3 contain a statement of the right of each member to request a certificate of fair value under article 6 3, the form of such statement to be as near as circumstances permit to that of the first sentence of that article,

- 6 2 4 contain a statement to the effect that each of the shares in question is being offered to members at the lower of the price specified in the transfer notice and (if applicable) its fair value certified in accordance with article 6 3,
- 6 2 5 state the period in which the offer may be accepted if no such certificate of fair value is requested (not being less than 22 days or more than 42 days after the date of the offer notice), and
- 6 2 6 contain a statement to the effect that, if such a certificate of fair value is requested, the offer will remain open for acceptance until the expiry of a period of 14 days commencing on the date of the notice of the certified fair value given to members pursuant to article 6 3 or until the expiry of the period referred to in article 6 2 5, whichever is the later

For the purpose of this article, an offer shall be deemed to be accepted on the day on which the acceptance is received by the Company and may, if so specified in the acceptance, be accepted by a member in respect of a lesser number of shares than his full proportionate entitlement. If all the members do not accept the offer in respect of their respective proportions in full the shares not so accepted shall be used to satisfy any claims for additional shares (notified in response to the invitation referred to in article 6 2 2) as nearly as may be in proportion to the number of shares already held by the members claiming additional shares, provided that no member shall be obliged to take more shares than he shall have applied for. If any shares shall not be capable of being offered to the members in proportion to their existing holdings, except by way of fractions, the same shall be offered to the members, or some of them, in such proportions as may be determined by lots drawn in respect of that offer, and the lots shall be drawn in such manner as the directors may think fit (acting reasonably)

- 6 3 Any member may, not later than eight days after the date of the offer notice, serve on the Company a notice in writing requesting that an independent expert certify in writing the sum which in their opinion represents the fair value of each of the shares comprised in the transfer notice as at the date of the transfer notice. If the parties fail to agree the identity of the independent expert within 7 days of service of notice in accordance with this article on the Company, then a person nominated by the President for the time being of the Institute of Chartered Accountants in the country of the situation of the office on the application (made at any time) of the directors or any member on behalf of the Company shall be instructed to give such certificate. Forthwith upon receipt of such notice the Company shall instruct the independent expert to certify the fair value of each

of the shares comprised in the transfer notice and the costs of producing that certificate shall be apportioned among the proposing transferor and the purchasing members and borne by any one or more of them as the independent expert in his absolute discretion shall decide. In certifying the fair value as referred to in this article 6.3 the independent expert shall be entitled to obtain professional valuations in respect of any of the Company's assets and shall be considered to be acting as experts and not as arbitrators or arbiters and accordingly any provisions of law or statute relating to arbitration shall not apply. The Company and the directors shall make all information available to the independent expert that he shall reasonably request. Forthwith upon receipt of the certificate of the independent expert, the Company shall by notice in writing inform all members of the certified fair value of each share and of the price per share (being the lower of the price specified in the transfer notice and the certified fair value of each share) at which the shares comprised in the transfer notice are offered for sale. Any member who has already accepted the offer set out in the offer notice shall be deemed to have accepted it at the price per share specified in the notice sent by the Company to members in accordance with this article 6.3.

6.4 If purchasing members shall be found for all the shares comprised in the transfer notice within the appropriate period specified in article 6.2, the Company shall not later than seven days after the expiry of such appropriate period give notice in writing (the **sale notice**) to the proposing transferor specifying the purchasing members and the number of shares to be purchased by each purchasing member and the proposing transferor shall be bound upon payment of the price due in respect of all the shares comprised in the transfer notice to transfer the shares to the purchasing members.

6.5 If in any case the proposing transferor after having become bound to transfer the shares in accordance with article 6.4 makes default in transferring any shares the Company may receive the purchase money on his behalf, and may authorise some person to execute a transfer of such shares on behalf of and as attorney for the proposing transferor in favour of the purchasing members. The receipt of the Company for the purchase money shall be a good discharge to the purchasing members. The Company shall pay the purchase money into a separate bank account and shall hold the same on trust for the proposing transferor.

6.6 If the Company shall not give a sale notice to the proposing transferor within the time specified in article 6.4, he shall, during the period of 30 days following the expiry of the time so specified, be at liberty to transfer all (but not some only) of the shares comprised in the transfer notice to any person or persons provided that the price per

shares obtained upon such share transfer shall in no circumstances be less than the price per share specified in the transfer notice served in accordance with article 6 1 or as certified in accordance with article 6 3 (whichever shall be the lower) and the proposing transferor shall upon request furnish such information to the directors as they shall require in relation to the price per share obtained upon such share transfer. The directors may require to be satisfied that such shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfer without deduction, rebate or allowance whatsoever to the purchaser, and if not so satisfied, may refuse to register the instrument of transfer

6 7 Any transfer or purported transfer of a share (other than upon transmission of a share pursuant to regulation 29 of Table A upon the death of a member or upon a person becoming entitled to a share in consequence of the bankruptcy of a member) made otherwise than in accordance with the foregoing provisions of articles 6 1 to 6 6 (inclusive) shall be null and void and of no effect

6 8 If and when required by notice in writing by the holder or holders of (in aggregate) a majority in nominal value of the other shares in the Company so to do (the **call notice**)

6 8 1 a member who transfers or purports to transfer any share in the Company in breach of the foregoing provisions of these articles shall be bound to give a transfer notice in respect of the shares which he has transferred or purported to transfer in breach of these articles, or

6 8 2 a member who causes or permits any of the events specified in article 6 9 or with regard to whom any of the events specified in article 6 9 4 occurs shall be bound to give a transfer notice in respect of all the shares registered in the name of such member,

In the event of such member failing to serve a transfer notice within 30 days of the date of the call notice that member shall be deemed to have given a transfer notice pursuant to article 6 8 1 or 6 8 2 at the expiration of such period of 30 days and to have specified in that transfer notice as the price per share the fair value of each share to be certified in accordance with article 6 3 The provisions of articles 6 2 to 6 6 (inclusive and article 6 10 shall apply as if set out in full in this article

6 9 The events specified for the purposes of article 6 8 2 are

- 6 9 1 any direction (by way of renunciation, nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself,
- 6 9 2 any sale, dealing with or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise but excluding any transmission of a share to any person becoming entitled to such share in consequence of the death or bankruptcy of a member) by whomsoever made and whether or not effected by an instrument in writing save where the disposition is by service of a transfer notice in accordance with these articles,
- 6 9 3 the holding of a share as a bare nominee for any person, or
- 6 9 4 in the case of a corporate member, such member entering into liquidation (except a members' voluntary liquidation for the purpose of reconstruction or amalgamation) or suffering an administrative receiver to be appointed over all or any of its assets or suffering an administration order to be made against it, or suffering any notice of intention to appoint an administrator to be given or anything analogous to any of the foregoing under the laws of any jurisdiction occurs in relation to that corporate member
- 6 10 The directors may, acting reasonably, decline to register any transfer which would otherwise be permitted under the foregoing provisions of this article 6 if it is a transfer of a share on which the Company has a lien The directors may also refuse to register a transfer unless
- 6 10 1 it is lodged at the office or at such other place as the directors may appoint and is accompanied by the certificate for the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer, and
- 6 10 2 it is in respect of only one class of shares, and
- 6 10 3 it is in favour of not more than four transferees
- The directors shall register a transfer of shares made pursuant to articles 6 1 to 6 6 (inclusive) or article 6 8 or article 8 1 subject to the provisions of this article 6 10 Regulation 24 of Table A shall not apply to the Company

- 6 11 For the purpose of ensuring that a transfer of shares is permitted pursuant to the provisions of these articles or that no circumstances have arisen whereby a transfer notice may be required to be given, the directors may from time to time require any member or the legal personal representatives of any deceased member or any person named as transferee in any transfer lodged for registration to furnish to the Company such information and evidence as the directors may think fit regarding any matter which they may deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a transfer notice be given in respect of the shares concerned. In any case where the directors have duly required by notice in writing a transfer notice to be given in respect of any shares and such transfer notice is not duly given within a period of thirty days from such notice such transfer notice shall be deemed to have been given at the end of the period of thirty days and such transfer notice shall be deemed to specify as the price per share the fair value of each share to be certified in accordance with article 6 3 and the provisions of articles 6 2 to 6 6 (inclusive) and article 6 10 shall apply as if set out in full in this article.
- 6 12 The provisions of articles 6 1 to 6 8 (inclusive) may be waived in any particular case if all the members give their consent in writing.
- 6 13 In determining the fair value of each share comprised in any transfer notice under article 6 3 the independent expert (as defined in that article) shall value each share on the basis of the value of the Company as a going concern at the date of the transfer notice (after taking into account any contingent liability of the Company for taxation on unrealised capital gains and any other contingent or deferred taxation) and multiplying such valuation of the Company by the fraction the numerator of which shall be the nominal value of each share comprised in the transfer notice and the denominator of which shall be the nominal value of all the shares of the Company in issue at such date. In no circumstances shall the independent expert's valuation of all the issued shares in the Company be less than the net asset value of the Company at the date of the transfer notice. In determining the net asset value of the Company for the purposes of this article 6 13 the fixed assets of the Company shall be taken at the values determined by a qualified valuer appointed by the auditors.

6 13 1 after deducting from the value of the fixed assets such sum on account of the tax which would have been payable if the said fixed assets had been disposed of at the values attributed to them by the valuer at the date of the transfer notice as the auditors in their absolute discretion shall think reasonable in all the circumstances, and

6 13 2 without attributing any value to goodwill

7 FURTHER TRANSFER PROVISIONS

The directors shall, subject to article 6 10 and notwithstanding the provisions of articles 6 1 to 6 8 (inclusive) (which shall not apply to any such transfer as is mentioned in this article 7) register the transfer of any shares

7 1 to any other member of the Company,

7 2 by a member to any member of the same Group as that member,

7 3 by CSES (Dorset) Limited to any member of the Morgan Sindall Group or Barclays Capital Group

8 DRAG ALONG

8 1 If the members holding 67% or more in nominal value of the shares in issue for the time being (the **Selling Shareholders**) wish to transfer all their interest in shares (the **Sellers' Shares**) to a bona fide arms length purchaser (the **Third Party Purchaser**), at a price agreed by the Selling Shareholders with the Third Party Purchaser, the Selling Shareholders shall have the option (the **Drag Along Option**) to require all the other holders of ordinary shares (the **Called Shareholders**) to sell and transfer all their shares to the Third Party Purchaser or as the Third Party Purchaser shall direct in accordance with the provisions of this article provided always that the Selling Shareholders may be required by the Called Shareholders to obtain a certificate of fair value in accordance with article 6 3 before a Drag Along Notice may take effect certifying the price proposed is not less than the certified fair value

- 8 2 The Selling Shareholders may exercise the Drag Along Option by giving written notice to that effect (a **Drag Along Notice**) at any time before the transfer of the Sellers' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Called Shareholders are required to transfer all their shares (the **Called Shares**) pursuant to this article, to the person to whom they are to be transferred, the consideration for which the Called Shares are to be transferred and the proposed date of transfer.
- 8 3 Subject to article 7 5, Drag Along Notices shall be irrevocable but will lapse if for any reason there is not a sale of the Sellers' Shares by the Selling Shareholders to the Third Party Purchaser within 90 days after the date of service of the Drag Along Notice. The Selling Shareholders shall be entitled to serve further Drag Along Notices following the lapse of any particular Drag Along Notice.
- 8 4 The consideration (in cash or otherwise) for which the Called Shareholders shall be obliged to sell each of the Called Shares shall be the same as that attributed by the offer from the Third Party Purchaser to each ordinary share held by the Selling Shareholders.
- 8 5 Some or all of the Called Shareholders shall be entitled, within 14 days of service of a Drag Along Notice, to acquire the Sellers' Shares at the price specified in the Drag Along Notice by service of notice on the Selling Shareholders (the **Called Shareholders' Option**) and, if more than one of the Called Shareholders wishes to exercise the Called Shareholders' Option in respect of the same Drag Along Notice, the Sellers' Shares shall be acquired by those Called Shareholders in proportions agreed between them or, in the absence of agreement, in proportion to the shares held by them at that time. The Drag Along Notice and any time periods relating to the exercise of the Drag Along Notice shall be deemed to be suspended pending completion of the Called Shareholders' Option.
- 8 6 Completion of the Called Shareholders' Option shall be completed within 30 days of service of notice on the Selling Shareholders in accordance with article 9 5 or shall be deemed to have lapsed at which time the Drag Along Notice shall become immediately effective again.
- 8 7 Subject to articles 8 5 and 8 6, completion of the sale of the Called Shares shall take place on the same date as the date proposed for completion of the sale of the Sellers' Shares unless
- 8 7 1 all of the Called Shareholders and the Selling Shareholders agree otherwise,
or

8 7 2 that date is less than 30 days after the Drag Along Notice where it shall be deferred until the 30th day after the Drag Along Notice

8 8 (Save as to the reference to article 6 3 within article 8 1 above) the rights of pre-emption set out in these articles shall not arise on any transfer of shares to a Third Party Purchaser (or as he may direct) pursuant to a sale in respect of which a Drag Along Notice has been duly served or to any of the Called Shareholders pursuant to the exercise of the Called Shareholders' Option

8 9 If any holder of ordinary shares does not on completion of the sale of the Called Shares or the Sellers' Shares (as the case may be) execute transfer(s) in respect of all the Called Shares or Sellers' Shares held by him the defaulting holder shall be deemed to have irrevocably appointed any person nominated for the purpose by the Selling Shareholders (in the case of a Drag Along Notice) or the relevant Called Shareholders (in the case of the exercise of the Called Shareholders' Option) to be his agent and attorney to execute all necessary transfer(s) on his behalf and against receipt by the Company (on trust for such holder) of the purchase monies or any other consideration payable for the Called Shares or Sellers' Shares, as the case may be, deliver such transfer(s) to the Third Party Purchaser (or as he may direct) (in the case of a Drag Along Notice) or some or all of the Called Shareholders (in the case of the exercise of the Called Shareholders' Option) and the directors shall forthwith register the Third Party Purchaser (or as he may direct) or the relevant Called Shareholders, as the case may be, as the holder(s) thereof and, after the Third Party Purchaser (or his nominee) or the relevant Called Shareholders, as the case may be, has/have been registered as the holder, the validity of such proceedings shall not be questioned by any such person It shall be no impediment to registration of shares under this sub-article that no share certificate has been produced

8 10 Upon any person, following the issue of a Drag Along Notice, becoming a member of the Company pursuant to the exercise of a pre-existing option to acquire shares in the Company (a **New Member**), a Drag Along Notice shall be deemed to have been served upon the New Member on the same terms as the previous Drag Along Notice who shall thereupon be bound to sell and transfer all such shares acquired by him to the Third Party Purchaser or as the Third Party Purchaser may direct and the provisions of this article shall apply mutatis mutandis to the New Member save that completion of the sale of such shares shall take place forthwith upon the Drag Along Notice being deemed served on the New Member

9 TAG ALONG

- 9 1 Subject to article 8 but notwithstanding any other provision in these articles, no sale or other disposition of any share (the **Specified Shares**) shall have any effect if it would result in the proposed transferee and persons acting in concert (as such term is defined by the City Code on Takeovers and Mergers) with it, excluding current members of the Company, holding the legal or beneficial interest or both in more than 33 per cent by nominal value of all the shares in issue at that time unless before the transfer is lodged for registration the proposed transferee has made a bona fide offer in accordance with these articles to purchase at the specified price (defined in article 8 3) all the shares held by members who are not acting in concert or otherwise connected with the proposed transferee (the **Uncommitted Shares**)
- 9 2 An offer made under article 9 1 shall be in writing, open for acceptance for at least 15 business days, and shall be deemed to be rejected by any member who has not accepted in accordance with its terms within the time period prescribed for acceptance and the consideration thereunder shall be settled in full on completion of the purchase and within 30 days of the date of the offer
- 9 3 For the purposes of article 9 1
- 9 3 1 the expressions **transfer**, **transferor** and **transferee** include respectively the renunciation of a renounceable letter of allotment, and any renouncer and renounee of such letter allotment, and
- 9 3 2 the expression **specified price** means a price per share at least equal to the highest price paid or payable by the proposed transferee or persons acting in concert with him or connected with him for any shares within the last six months (including to avoid doubt the Specified Shares) 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 Provided always that an equal value shall be attributed to all Shares including the Specified Shares,
- 9 3 3 if any part of the specified price is payable otherwise than in cash any member may require as a condition of his acceptance of the Offer, to receive in cash on transfer all or any of the price offered for his Uncommitted Shares,

9 3 4 if the specified price or its cash equivalent cannot be agreed within 15 business days of the proposed sale or transfer referred to in article 9 1 between the proposed transferee and the holders of 60 per cent of the shares concerned (excluding the proposed transferee and persons acting in concert or otherwise connected with him), it may be referred to the independent expert (as defined in article 6 3) by any member and, pending its determination, the sale or transfer referred to in article 9 1 shall have no effect

10 GENERAL MEETINGS AND RESOLUTIONS

- 10 1 The words **or a resolution appointing a person a director** and paragraphs (a) and (b) in regulation 38 of Table A shall be deleted and the words **in accordance with section 369(3) of the Act** shall be inserted after the words **if it is so agreed** in that regulation
- 10 2 All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting with the exception of declaring a dividend, the consideration of the profit and loss account, balance sheet and the reports of the directors and auditors and the appointment of and the fixing of the remuneration of the auditors
- 10 3 Notices of and other communications relating to any general meeting which any member is entitled to receive shall be sent to the directors and to the auditors for the time being of the Company
- 10 4 There must be a quorum present before a meeting starts to do business and throughout the meeting A quorum is two persons entitled to vote on the business Each person must be a member or an authorised representative of a corporation Details of any authorised representative of a member and any changes to authorised representatives shall be provided to the secretary However, if the Company has only one member, that member in person or by proxy will be a quorum In the case of equality of votes, the Chairman shall not be entitled to a second or casting vote

- 10 5 If a quorum is not present within half an hour from the time appointed for a general meeting, the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the directors may determine, and if at the adjourned general meeting a quorum is not present within half an hour from the appointed time the member or members present in person or by proxy or (being a body corporate) by representative and entitled to vote upon the business to be transacted shall constitute a quorum and shall have power to decide upon all matters which could properly have been disposed of at the meeting from which the adjournment took place Regulation 41 of Table A shall not apply to the Company
- 10 6 A resolution in writing in accordance with regulation 53 of Table A shall be deemed to have been executed on behalf of a corporation if signed by any of its directors or its secretary In the case of a share held by joint holders the signature of any one of them shall be sufficient for the purposes of that regulation
- 10 7 Regulation 54 of Table A shall not apply to the Company. Subject to any rights or restrictions for the time being attached to any class or classes of shares, on a show of hands every member entitled to vote who (being an individual) is present in person or (being a corporate body) is present by a representative shall have one vote and, on a poll, every member or representative shall have one vote for each share of which he is the holder
- 10 8 A member shall not be entitled to appoint more than one proxy to attend on the same occasion and accordingly the final sentence of regulation 59 of Table A shall not apply to the Company Any such proxy shall be entitled to cast the votes to which he is entitled in different ways

11 APPOINTMENT AND RETIREMENT OF DIRECTORS

- 11 1 The directors shall not be required to retire by rotation and regulations 78 to 80 (inclusive) of Table A shall not apply to the Company
- 11 2 One or more members shall be entitled to appoint two directors for every 33% of the shares held by them entitling them to vote at a general meeting and to remove from office any person so appointed and to appoint another person in his place Each such appointment and removal shall be by notice in writing under hand of the relevant members and shall take effect upon lodgement of the office

- 11 3 Unless and until otherwise determined by the Company by special resolution either generally or in any particular case, no director shall vacate or be required to vacate his office as a director on or by reason of his attaining or having attained the age of seventy and any person proposed to be appointed a director shall be capable of being appointed as a director notwithstanding that he has attained the age of seventy and no special notice need be given of any resolution the appointment as a director of a person who shall have attained the age of 70 and it shall not be necessary to give the members notice of the age of any director or person proposed to be appointed as such

12 DISQUALIFICATION AND REMOVAL OF DIRECTORS

The office of a director shall be vacated if

- 12 1 he ceases to be a director by virtue of any provision of the Act of these articles or he becomes prohibited by law from being a director, or
- 12 2 he becomes bankrupt or makes any arrangement or composition with his creditors generally, or
- 12 3 he is, or may be, suffering from mental disorder and either
- 12 3 1 he is admitted to hospital in pursuance of an application for admission for treatment under the Mental Health Act 1983 or, in Scotland, an application for admission under the Mental Health (Scotland) Act 1960, or
- 12 3 2 an order is made by a court having jurisdiction (whether in the United Kingdom or elsewhere) in matters concerning mental disorder for his detention or for the appointment of a receiver, curator bonis or other person to exercise powers with respect to his property or affairs, or
- 12 4 he resigns his office by notice to the Company, or
- 12 5 he shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period (unless during that period a duly appointed alternate director has attended in his stead) and the directors resolve that his office be vacated, or
- 12 6 in the case of a director appointed pursuant to article 11 2, upon the member who appointed him ceasing to be a member of the Company,

13 BORROWING POWERS

The directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and subject (in the case of any security convertible into shares) to section 80 of the Act to grant any mortgage, charge or standard security over its undertaking, property, and uncalled capital, or any part of its undertaking, property and uncalled capital, and 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

14 ALTERNATE DIRECTORS

- 14 1 An alternate director shall be entitled to receive notice of all meetings of the directors and of all meetings of committees of the directors of which his appointor is a member (subject to his giving to the Company an address within the United Kingdom at which notices may be served on him), to attend and vote at any such meeting at which the director appointing him is not personally present, and generally to perform all the functions of his appointor at such meeting as a director in his absence. An alternate director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct. Regulation 66 in Table A shall not apply to the Company.
- 14 2 A director may appoint any person willing to act as his alternate and regulation 65 of Table A shall be modified accordingly and such person may represent more than one director. An alternate director shall be entitled at any meeting of the directors or of any committee of the directors to one vote for every director whom he represents in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present and the final sentence of regulation 88 shall not apply to the Company.
- 14 3 If the appointor of an alternate director is not available the signature of the alternate director to any resolution in writing of the directors shall be as effective as the signature of the appointor. An alternate director shall be deemed to be a director for the purpose of signing instruments to which the seal is affixed and article 18 1 shall be read accordingly.

15 GRATUITIES AND PENSIONS

Regulation 87 of Table A shall not apply to the Company

16 PROCEEDINGS OF DIRECTORS

16 1 Subject to the provisions of the Act, and provided that he has disclosed to the directors the nature and extent of any interest of his, a director notwithstanding his office

16 1 1 may be a party to or otherwise interested in any transaction or arrangement with the Company or in which the Company is in any way interested,

16 1 2 may be a director or other officer of or employed by or be a party to any transaction or arrangement with or otherwise interested in any body corporate promoted by the Company or in which the Company is in any way interested,

16 1 3 may or any firm or company of which he is a member or director may act in a professional capacity for the Company or any body corporate in which the Company is in any way interested,

16 1 4 shall not by reason of his office be accountable to the Company for any benefit which he derives from such office, service or employment or from any such transaction or arrangement or from any interest in any such body corporate and no such transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, and

16 1 5 shall be entitled to vote on any resolution and (whether or not he shall vote) be counted in the quorum on any matter referred to in any of articles 16 1 1 to 16 1 4 (inclusive) or on any resolution which in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever and if he shall vote on any resolution as referred to in this article 16 1 5 his vote shall be counted

16 2 For the purposes of article 16 1

16 2 1 a general notice to the directors that a director is to be regarded as having a interest of the nature and extent specified in the notice in any transaction or arrangement in which a specified person or class of persons is interested shall be deemed to be a disclosure that the director has an interest in any such transaction of the nature and extent so specified,

- 16 2 2 an interest of which a director has no knowledge and of which it is unreasonable to expect him to have knowledge shall not be treated as an interest of his, and
- 16 2 3 an interest of a person who is for any purpose of the Act (excluding any statutory modification not in force when [the Company was incorporated]) [these articles were adopted]) connected with a director shall be treated as an interest of the director and in relation to an alternate director an interest of his appointor shall be treated as an interest of the alternate director notwithstanding any interest which the alternate director has otherwise
- 16 3 Regulations 94 to 97 (inclusive) of Table A shall not apply to the Company
- 16 4 Any director or member of a committee of the board of directors (including an alternate director) may participate in a meeting of the directors or a committee of the directors by means of conference telephone or similar communications equipment whereby all the persons participating in a meeting can hear each other and any director so participating shall be deemed to be present in person at such meeting and, subject to these articles and the Act, may vote and be counted in the quorum for that meeting Such a meeting shall be deemed to take place where the largest group of those participating is assembled or, if there is no such group, where the chairman of the meeting then is
- 16 5 Regulation 88 of Table A shall be amended by substituting for the sentence **It shall not be necessary to give notice of a meeting to a director who is absent from the United Kingdom** the following sentence
- ‘Notice of every meeting of the directors shall be given to each director and his alternate, including directors and alternate directors who may for the time being be absent from the United Kingdom and have given the Company an address within the United Kingdom for service, or, if the director or his alternate so elect, his email address ’
- 16 6 The quorum for the transaction of business of the directors shall throughout the meeting be not less than two, comprising one director appointed by each member or group of members

17 NOTICES

17 1 Any notice to be given to or by any person to the articles (other than a notice calling a meeting of the directors) shall be given in any visible form on paper including facsimile transmission or shall be given using electronic communication to an address for the time being notified for that purpose to the person giving the notice. In this article 17 1 "address", in relation to electronic communications and facsimile communications includes any number or address used for the purposes of such communications.

17 2 The Company may give any notice to a member either personally or by sending it by first class post in a prepaid envelope or in any visible form including facsimile transmission addressed to the member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the Company by a member. In the case of joint holders of a share, all notices shall be given to the joint holder whose name stands first in the register of members in respect of the joint holding and notice so given shall be sufficient notice to all the joint holders. A member whose registered address is not within the United Kingdom and who gives to the Company an address to which notices may be sent using electronic communications, shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the Company.

17 3 Where a notice is sent by first class post, proof of the notice having been posted in a properly addressed, prepaid envelope shall be conclusive evidence that the notice was given and shall be deemed to have been given at the expiration of 24 hours after the envelope containing the same is posted. Where a notice is sent by facsimile transmission proof of the notice having been sent to the correct facsimile number shall be conclusive evidence that the notice was given and shall be deemed to have been given at the time of the receipt by the sender of a transmission report confirming that the notice has been transmitted correctly.

18 THE SEAL

18 1 If the Company has a seal it shall only be used with the authority of the directors or of a committee of the directors. The directors may determine who shall sign any instrument to which the seal is affixed and, unless otherwise so determined, every instrument to which the seal is affixed shall be signed by one director and by the secretary or a second director. The obligation under regulation 6 of Table A relating to the sealing of share certificates shall only apply if the Company has a seal.

18.2 The Company may exercise the powers conferred by section 39 of the Act with regard to having an official seal for use abroad, and such powers shall be vested in the directors

19 INDEMNITY

Subject to the provisions of sections 309A-C and 310 of the Act, every director (including an alternate director) or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the lawful execution of the duties of his office or otherwise in relation to such lawful execution, including any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgment is given in his favour or in which he is acquitted or in connection with any application under section 144 or section 727 of the Act in which relief is granted to him by the court, and no director (including an alternate director) or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation to such execution