

Company Number: 4904477

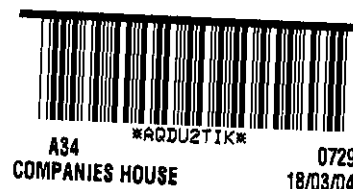
THE COMPANIES ACT 1985
PRIVATE COMPANY LIMITED BY SHARES
WRITTEN RESOLUTION
of
OVER TABLEY DEVELOPMENTS LIMITED
(Passed on 15.3.2004)

I, the undersigned, being the sole member of the Company who at the date of this resolution is entitled to attend and vote at a general meeting of the Company, **HEREBY RESOLVE** as follows in accordance with section 381A Companies Act 1985 for all purposes as if the same had been passed at a duly convened and held general meeting of the Company:

ORDINARY RESOLUTION

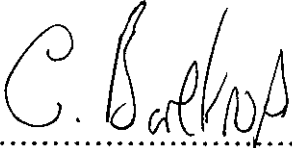
1. **THAT** the two issued ordinary shares of £1 in the capital each in the capital of the Company and the 998 authorised but unissued ordinary shares of £1 in the capital each in the capital of the Company be redesignated as 1,000 "A" ordinary share of £1 having the rights set out in the articles of association of the Company adopted pursuant to the resolution numbered 5 below (the "Articles").
2. **THAT** the authorised share capital of the Company be and is hereby increased from £1,000 to £27,000 by the creation of 20,000 ordinary shares of £1 each in the capital of the Company and 6,000 "A" ordinary shares of £1 each in the capital of the Company having the rights set out in the Articles.
3. **THAT**, for the purposes of and pursuant to section 80 (1) of the Companies Act 1985 (the "Act"), the directors of the Company be and they are hereby authorised generally and unconditionally to exercise all powers of the Company to allot relevant securities (as detailed in section 80 (2) of the Act) up to an aggregate nominal amount of £26,666 (in addition to any other subsisting authorities under the Act) to such persons at such times and upon such terms and conditions as they may determine (subject always to the articles of association of the Company) provided this authority and power shall, unless renewed, varied or revoked, expire at the conclusion of the next annual general meeting of the Company or 15 months from the date of the passing of this resolution (whichever is the earlier) and provided further that the Company may before the expiry of such period make any offer, agreement or arrangement which would or might require relevant securities to be allotted after the expiry of such period and the directors of the Company may then allot relevant securities pursuant to any such offer, agreement or arrangement as if the authority or power hereby conferred had not expired.

SPECIAL RESOLUTION



4. **THAT**, for the purposes of and pursuant to section 95 (1) of the Act, the directors of the Company be and they are hereby authorised and empowered to allot equity securities (within the meaning of section 94 of the Act) pursuant to the general authority and power conferred by the resolution numbered 2 above as if section 89 (1) of the Act did not apply to any such allotment (in addition to any other subsisting authorities under the Act) provided that this authority and power shall, unless renewed, varied or revoked, expire at the conclusion of the next annual general meeting of the Company or 15 months from the date of the passing of this resolution (whichever is the earlier).
5. **THAT** the regulations contained in the printed document annexed to this resolution and for the purpose of identification signed by a director of the Company be approved and adopted as the articles of association of the Company in substitution for and to the complete exclusion of all the existing articles of association of the Company

Dated 2004



.....
CHRISTOPHER BARLTROP

Company Number: 490447

ee/s

THE COMPANIES ACTS 1985 AND 1989

COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

Of

OVER TABLEY DEVELOPMENTS LIMITED

(as adopted by Special Resolution passed on 15.3.2004)

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Company Number: 4904477

THE COMPANIES ACTS 1985 AND 1989
COMPANY LIMITED BY SHARES
NEW ARTICLES OF ASSOCIATION OF
OVER TABLEY DEVELOPMENTS LIMITED
(as adopted by a special resolution dated 2004)

1 Preliminary

- 1.1 The Regulations contained in Table A as prescribed by the regulations made under the Act in force at the date of adoption of these Articles of Association (hereinafter referred to as "**Table A**") shall apply to the Company insofar as these Articles do not exclude or modify Table A. Any reference herein to any regulation is to that regulation as set out in Table A.

- 1.2 In these Articles:

"Act"

the Companies Act 1985 including every statutory modification or re-enactment thereof for the time being in force;

"acting in concert"

has the meaning given to it in the City Code on Takeovers and Mergers as in force and construed from time to time;

"A" Shares"

the A ordinary shares of £1 each in the capital of the Company;

"A" Members"

the holders for the time being of the "A" Shares and "A" Member shall mean any one of them as the context shall require;

"Auditors"

the auditors for the time being of the Company;

"Change of Control"

the acquisition whether by purchase, transfer, renunciation or otherwise, but excluding a transfer of Shares made in accordance with Articles 6 and 7, by any person not a Member at the date of the adoption of these Articles ("**a Third Party Purchaser**") of any interest in any Shares if, on completion of that acquisition, the Third Party Purchaser, together with persons acting in concert or connected with him (excluding any person who was a Member at the date of the adoption of these Articles), would hold more than 50 per cent of the voting rights attached to the issued

Shares;

"connected with"

has the meaning ascribed to it in section 839 Income and Corporation Taxes Act 1988 save that there shall be deemed to be control for that purpose whenever either section 416 or section 840 of the Act would so require;

"Directors"

the directors for the time being of the Company or a quorum of such directors present at a duly convened meeting of the directors and **"Director"** shall mean any one of them as the context shall require;

"Development Sales"

all sums (without deduction whatsoever) generated from the sales of the units developed by the Company on the freehold land which the Company owns and/or has an interest in;

"Family Member"

in relation to a Member, any one or more of that person's parent, spouse, sibling or children (including step-children);

"Family Trust"

in relation to a Member, a trust or settlement set up for the benefit of that person and/or that person's Family Members and/or such charitable beneficiaries as the Member may nominate;

"Issue Price"

the amount paid up or credited as paid up (including any premium on issue) on the shares concerned;

"Listing"

either:

- (a) the admission by UKLA of all or any of the issued equity share capital of the Company to its Official List, and such admission becoming effective; or
- (b) the granting of permission by the London Stock Exchange for the introduction of all or any of the issued equity share capital of the Company to the Alternative Investment Market, and such permission becoming effective; or
- (c) any equivalent admission to, or permission to deal or trade on, any other Recognised Investment Exchange becoming unconditionally effective in relation to all or any of the issued equity share capital of the Company;

"Members"

collectively the "A" Members and the Ordinary Members;

"Ordinary Members"

the holders for the time being of Ordinary Shares and "Ordinary Member" shall mean any one of them as the context shall require;

"Ordinary Shares"

the ordinary shares of £1 each in the capital of the Company;

"Permitted Transfer"

a transfer of shares pursuant to Article 7;

"Proceeds"

the aggregate price paid for the Shares plus the cash value of any sum (in cash or otherwise) received or receivable by the holders of Shares pursuant to the Sale which can reasonably be regarded as part of the price paid for the Shares;

"Recognised Investment Exchange"

has the meaning ascribed to it in section 285 of the Financial Services and Markets Act 2000;

"Sale"

the making of one or more agreements (whether conditional or not) for the disposal, transfer, purchase, subscription or renunciation of any part of the share capital of the Company giving rise to a Change of Control and for the purposes of this definition "disposal" shall mean a sale, transfer, assignment or other disposition whereby a person ceases to be the absolute beneficial owner of the share in question or voting rights attached thereto or an agreement to enter into such disposal or the grant of a right to compel entry into such an agreement;

"Shares"

collectively the "A" Shares and the Ordinary Shares (for the purposes of these Articles the "A" Shares and the Ordinary Shares shall be treated as separate classes);

"Third Party Purchaser"

in respect of Articles 8, 10 and 11, an individual or body corporate not being a Member or an associate (within the meaning of section 435 Insolvency Act 1985) of a Member;

"UKLA"

the United Kingdom Listing Authority or any other competent authority for the time being for the purposes of Part VI of the Financial Services and Markets Act 2000.

2 **Shares**

- 2.1 At the date of adoption of these Articles the share capital of the Company is £27,000 divided into 7,000 "A" Shares and 20,000 Ordinary Shares.
- 2.2 In regulation 8 of Table A the words "not being a fully paid Share" shall be omitted.
- 2.3 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 is the sole registered holder thereof or one of two or more joint holders) for all monies presently payable by him or his estate to the Company.
- 2.4 The liability of any member in default in respect of a call shall be increased by the addition of the words "and all expenses that may have been incurred by the Company by reason of such non-payment" at the end of the first sentence of regulation 18 of Table A.

3 Rights attaching to "A" Shares and Ordinary Shares

3.1 Save as specified in these Articles, the "A" Shares and the Ordinary Shares shall rank pari passu in all respects.

3.2 Dividends

Any profits which the Company determines to distribute shall be distributed amongst the holders of the "A" Shares and the Ordinary Shares pro rata to their holding of Shares.

3.3 Capital

On a return of capital whether on liquidation or capital reduction or otherwise (other than a redemption or purchase of shares made in accordance with these Articles) the surplus assets of the Company remaining after the payment of its liabilities shall be applied:

3.3.1 subject to Article 3.3.3 below, first in paying to the holders of the "A" Shares as a class a sum equal to 25% of the surplus available to be distributed to Members pursuant to this Article 3.3, such sum to be capped at £450,000 (and as between them pro rata to their holding of such class of shares);

3.3.2 thereafter, subject to Article 3.3.3 below, the remainder of the surplus shall be distributed to the holders of the Ordinary Shares (and if more than one pro rata to their holding of such class of shares); and

3.3.3 in the event that the amount of the Development Sales exceeds the sum of £9,000,000 (being the "Excess"), the holders of the "A" Shares shall be entitled to receive a sum equal to 25% of the Excess in addition to the amount of £450,000. Thereafter the remainder of the surplus to be distributed pursuant to Article 3.3.2.

3.4 Voting

3.4.1 The Members shall be entitled to receive notice of and to attend and speak at any general meetings of the Company and such holder who (being an individual) is present in person or by proxy or (being a body corporate) is present by duly authorised representative or by proxy shall, on a show of hands, have one vote and, on a poll, have one vote for each Share held by him.

3.5 Sale

3.5.1 On a Sale the provisions of Article 3.5.2 shall apply to determine the allocation of the Proceeds of such Sale.

3.5.2 The Members selling Shares shall pay the Proceeds (less any costs incurred for professional or other fees for the purpose of the Sale) into a joint account at a UK clearing bank, nominated by a majority of the holders of "A" Shares immediately prior to the Sale, and the Proceeds shall as between the Members be allocated and paid to them as follows:

- (a) subject to article 3.5.2(c), first (if not previously paid pursuant to the provisions of Article 3.3.1) in paying to the holders of the "A" Shares as a class a sum equal to 25% of the Proceeds, such sum to be capped at £450,000 (and as between them pro rata to their holding of such class of shares);
- (b) thereafter, subject to Article 3.5.2(c) below, the remainder of the Proceeds shall be distributed only to the holders of the Ordinary Shares (and if more than one pro rata to their holding of such class of shares) and the holders of the "A" Shares shall have no right to participate in the remainder of the Proceeds save where prior written consent is given by the holders of not less than 75% of the Ordinary Shares; and
- (c) in the event that the Proceeds exceed £9,000,000 (being the "**Proceeds Excess**"), the holders of the "A" Shares shall be entitled to receive 25% of the Proceeds Excess in addition to the amount of £450,000. Thereafter the remainder of the Proceeds shall be distributed pursuant to Article 3.5.2(b).

3.6 Listing

- 3.6.1 Immediately prior to and conditional on a Listing the Members shall enter into such reorganisation of the share capital of the Company as they may agree or, in default, as the Auditor may determine, to ensure that the Realisation Value is reallocated between the Members in the same proportions as the preceding provisions of the Articles would provide on a Sale.
- 3.6.2 For the purposes of Article 3.6.1 "**Realisation Value**" shall mean the market value of the listing shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the merchant bank, or if none, the broker appointed by the Board to advise in connection with the Listing.

4 Issue of Shares

- 4.1 Unless otherwise determined by special resolution of the Company in general meeting, any unissued Shares from time to time shall, before they are issued, be offered to all the Members in proportion to the amounts (excluding any premium paid on subscription) paid up on the Shares held by them respectively (and such offer shall be at the same price and on the same terms to each such Member). Such offer shall be made by notice specifying the number of Shares offered, the proportionate entitlement of the relevant Member, the price per Share and limiting a period (being not less than 30 days) within which the offer, if not accepted, will be deemed to be declined and after the expiration of such period the Directors shall offer the Shares so declined to the persons who have, within the said period, accepted all the Shares offered to them in the same manner as the original offer and limited by a period of not less than 14 days. If any Shares comprised in such further offer are declined or deemed to be declined such further offer shall be withdrawn in respect of such Shares. At the expiration of the time limited by the notice(s) the Directors shall allot the Shares so offered to or amongst the Members who have notified their willingness to take all or any of such Shares in accordance with the terms of the offer. No Member shall be obliged to take more than the maximum number of Shares he has indicated his

willingness to take. Any Share issued to a Member holding "A" Shares shall be automatically designated an "A" share. Any share issued to a Member holding Ordinary Shares shall be automatically designated an Ordinary Share.

- 4.2 Any Share not accepted pursuant to Article 4.1 above, or not capable of being so offered except by way of fractions and any Shares released from provisions of this Article 4.2 by special resolution as therein specified shall, subject to the provisions of section 80 of the Act, be at the disposal of the Directors who may allot, grant options over or otherwise dispose of them to such persons at such times and generally on such terms and conditions as they think proper, provided that no Shares shall be issued at a discount and provided further that, in the case of Shares not accepted as aforesaid, such Shares shall not be disposed of on terms which are more favourable to the subscribers thereof than the terms on which they were offered to the Members.

- 4.3 Section 89(1) and sub-sections (1) to (6) of section 90 of the Act shall not apply to the Company.

5 Variation of Class Rights

- 5.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent in writing of the holders of a majority of the issued shares of that class, but not otherwise.

6 Transfer of shares

- 6.1 Subject to Article 7 and 8, Shares may be transferred by transfer in writing in usual common form or in any other form approved by the Directors. The instrument of transfer shall be signed by or on behalf of the transferor and, when the share is not fully paid, shall also be signed by the transferee.
- 6.2 The Directors may in their absolute discretion and without assigning any reason therefore refuse to register any transfer of Shares not fully paid or over which the Company has a lien. The Directors may also refuse to register a transfer of Shares, whether fully paid or not, in favour of more than four persons jointly.
- 6.3 The Directors may decline to recognise any instrument of transfer unless the instrument of transfer is duly stamped and is in respect of only one class of Share and is accompanied by the relevant share certificate and such other evidence as the Directors may reasonably require to show the right of the transferor to make the transfer (and, if the instrument of transfer is executed by some other person on his behalf, the authority of that person so to do). All instruments of transfer which are registered may be retained by the Company.

7 Permitted Transfers

- 7.1 Subject to Article 7.2 but notwithstanding the provisions of Article 8 (Pre-emption):
- 7.1.1 any Member may at any time transfer any Share to a Family Member or to the trustees of a Family Trust;
- 7.1.2 any Member who is a trustee of a Family Trust may at any time transfer any

Share to:

- (a) the new or remaining trustees of the Family Trust upon any change of trustees; and
- (b) any persons on their becoming entitled to the same under the terms of the Family Trust.

- 7.2 If any person has acquired Shares as a Family Member of a Member by way of one or more Permitted Transfers and that person ceases to be a Family Member of that Member, that person shall forthwith transfer all the Shares then held by that person back to the Member, for such consideration as they agree, within 28 days of the cessation or, in default of such agreement, at the Auditors' Price (calculated in accordance with Article 8.4).
- 7.3 In default of compliance with Articles 7.2, the Board may appoint some person to execute any necessary instruments of transfer on behalf of and as attorney for the defaulting Member. After the name of the relevant purchaser has been entered in the register of members in purported exercise of the powers contained in this Article 7.3 the validity of the proceedings shall not be called into question.

8 **Pre-emption on Transfer**

- 8.1 Subject to the provisions of Article 9, the right to transfer Shares or any interest in Shares shall be subject to the following restrictions and provisions. References in this Article 8 to Shares or Sale Shares shall include any interest in and grant of contractual rights or options over or in respect of such Shares. This Article 8 is subject to rights held by the Selling Members in respect of the Drag Along Option as set out in Article 10.1.
- 8.2 Any Member (the "**Proposing Transferor**") proposing to transfer any Shares (the "**Sale Shares**"), shall be required before effecting, or purporting to effect the transfer, to give a notice in writing to the Company (a "**Transfer Notice**") that he desires to transfer the Sale Shares and specifying the price at which he is prepared to sell the Sale Shares in accordance with the following provisions of this Article 8 (the "**Proposed Price**") and whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 8 ("**a Total Transfer Condition**"). The Transfer Notice shall constitute the Company his agent for the sale of the Sale Shares (together with all rights then attached thereto) during the Prescribed Period (as defined in Article 8.6) on the basis set out in the following provisions of this Article 8 and shall not be revocable except with the consent of the Directors.
- 8.3 The Sale Shares shall be offered for purchase in accordance with this Article 8 at a price per Sale Share (the "**Sale Price**") as agreed between the Proposing Transferor and the Directors or, in default of such agreement within 21 days after the date of service of the Transfer Notice (the "**Notice Date**"), the lower of:
- 8.3.1 the Proposed Price; and
 - 8.3.2 the price per Sale Share (the "**Auditors' Price**") as determined by the Auditors in accordance with Article 8.4.

- 8.4 If the Sale Price shall not have been agreed between the Proposing Transferor and the Directors within the time limit prescribed in Article 8.3, then immediately following the expiry of such period the Directors shall refer the matter to the Auditors and the Auditors shall determine and certify the sum per share considered by them to be the fair value thereof as at the Notice Date. In so determining and certifying the Auditors shall not take into account the proportion of the relevant class of shares which the Sale Shares represent. The Auditors shall act hereunder at the cost and expense of the Company as experts and not as arbitrators and their determination shall be final and binding on all persons concerned and (in the absence of fraud) they shall be under no liability to any such person by reason of their determination or certificate or by anything done or omitted to be done by them for the purpose thereof or in connection therewith. Save where the Transfer Notice is a compulsory Transfer Notice given in accordance with Article 9.1, the Proposing Transferor may withdraw the Transfer Notice within 7 days of the Auditors' Price being notified to him.
- 8.5 If the Transfer Notice is not withdrawn in accordance with these Articles, the Company shall offer the Sale Shares for purchase at the Sale Price by a written offer notice (the "**Offer Notice**") given within 21 days after the Sale Price is agreed or determined under Article 8.3 to the persons (other than the Proposing Transferor) who, on the Notice Date, were the registered holders of Shares of the same class as the Sale Shares on terms that, in case of competition, the Sale Shares shall be sold to the acceptors in proportion (as nearly as may be without involving fractions or increasing the number sold to any Member beyond that applied for by him) to their existing holdings of Shares of the same class as the Sale Shares (and the shareholding of the Proposing Transferor shall be ignored for the purpose of calculating this proportion).
- 8.6 The period during which a relevant Member may accept the offer contained in the Offer Notice shall commence on the date of the Offer Notice and terminate 14 days thereafter (the "**Prescribed Period**").
- 8.7 Any Shares not accepted by the class members pursuant to Article 8.5 by the end of the last day of the Prescribed Period shall be offered by the Company to the persons who at the Notice Date are the registered holders of shares in the Company of a different class to the Sale Shares for purchase at the Sale Price on the same terms as set out in Article 8.5 and the period during which the offer made by the Company under this Article 8.7 may be accepted by a relevant Member (the "**Further Period**") shall be a further period of 21 days commencing on the day after the day on which the Prescribed Period under Article 8.6 terminates and ending 21 days thereafter.
- 8.8 Any Shares not accepted by any of the Members pursuant to the foregoing provisions of these Articles by the end of the last day of the Further Period may be offered by the Proposing Transferor to such persons as he may think fit for purchase at the Sale Price for a period of three months commencing on the day after the day on which the Further Period terminates.
- 8.9 After the expiry of the Prescribed Period or, if relevant, the Further Period, the Directors shall allocate the Sale Shares in accordance with the acceptances received on the basis set out in Articles 8.5 and 8.7. The Directors shall within 7 days of the expiry of the Prescribed Period or, if relevant, the Further Period, give notice in writing (the "**Sale Notice**") to the Proposing Transferor and to each accepting Member (each a "**Purchaser**") specifying the name and address of each Purchaser, the number of Sale Shares agreed to be purchased by him and the aggregate price

payable for them.

- 8.10 Completion of a sale and purchase of Sale Shares pursuant to a Sale Notice shall take place at the registered office of the Company at the time specified in the Sale Notice (being not less than 3 days nor more than ten days after the date of the Sale Notice) when the Proposing Transferor, upon payment to him by a Purchaser of the Sale Price in respect of the Sale Shares allocated to that Purchaser, shall transfer those Sale Shares and deliver the relevant share certificates to that Purchaser.
- 8.11 If a Proposing Transferor shall fail or refuse to transfer any Sale Shares to a Purchaser(s) hereunder the Directors may authorise some person to execute and deliver on his behalf the necessary transfer and the Company may receive the purchase money in trust for the Proposing Transferor and cause the Purchaser(s) to be registered as the holder(s) of such shares. The receipt of the Company for the purchase money shall constitute a good discharge to the Purchaser(s) (who shall not be bound to see to the application thereof) and after the Purchaser(s) has been registered in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person. The Company shall not pay the purchase money to the Proposing Transferor until he shall have delivered his share certificate(s) or a suitable indemnity and the necessary transfers to the Company.
- 8.12 Whenever a share is transferred to a member holding shares only of another class such first mentioned share shall ipso facto and forthwith be converted into and redesignated as a share of such other class.

9 **Compulsory Transfers**

- 9.1 A person entitled to a Share in consequence of the death or bankruptcy of a Member shall be bound at any time within a period of 12 months of such death or bankruptcy, if and when required in writing by the Directors so to do, to give a Transfer Notice in respect of such Share.

10 **Drag Along Right**

- 10.1 Subject to Article 10.7, if the holders of not less than 75% of the Ordinary Shares (the "**Selling Members**") shall receive an offer from a Third Party Purchaser which they intend to accept to acquire all the Shares held by the Selling Members, the Selling Members shall have the option (the "**Drag Along Option**") to require all the other Members (the "**Remaining Members**") to transfer all their Shares (the "**Remaining Shares**") to the third party purchaser or as the Third Party Purchaser shall direct in accordance with this Article 10 and, for the avoidance of doubt, the provisions of Article 8 shall not apply to such proposed sale or transfer.
- 10.2 The Selling Members shall exercise the Drag Along Option by giving notice to that effect (a "**Drag Along Notice**") to the Remaining Members at any time before the transfer of the Selling Members' Shares to the Third Party Purchaser. A Drag Along Notice shall specify that the Remaining Members are required to transfer all their Remaining Shares pursuant to this Article 10 to the Third Party Purchaser, the price at which the Remaining Shares are to be transferred (being not less than the price per Share payable by the Third Party Purchaser in respect of the Shares held by the Selling Members) and the proposed date of transfer. A Drag Along Notice shall be irrevocable unless the Third Party Purchaser refuses to acquire the Remaining Shares on the terms of this Article 10.

- 10.3 The Remaining Members shall be obliged to sell the Remaining Shares at the price specified in the Drag Along Notice and completion of this sale and purchase shall take place on receipt of the consideration payable for the relevant Shares and on the same date as the date proposed for completion of the sale of the Selling Members' Shares, unless:
- 10.3.1 all the Remaining Members and the Selling Members agree otherwise; or
- 10.3.2 the date is less than 14 days after the Drag Along Notice, in which case completion shall take place on the 14th day after the Drag Along Notice.
- 10.4 Each of the Remaining Members shall, on service of the Drag Along Notice, be deemed to have appointed each of the Selling Members severally as his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Remaining Shares to the Third Party Purchaser pursuant to this Article 10.
- 10.5 The terms upon which the Remaining Members shall sell pursuant to this Article 10 shall include a covenant to sell with full title guarantee and the Remaining Members shall give the same commercial warranties and indemnities regarding the Company as given by the Selling Members and shall be responsible for an appropriate proportion of any associated costs and expenses of such sale including warranty and indemnity insurance (if any).
- 10.6 All the other regulations of the Company relating to the transfer of shares and the right to registration of transfers shall be read subject to the provisions of this Article 10.
- 10.7 The holders of the Ordinary Shares may not exercise their rights pursuant to this Article 10 unless the holders of the "A" Shares shall receive (when taking into any account any prior distributions received by the holders of the "A" Shares) such sum as equals a minimum amount of £400,000.

11 Tag Along Option

- 11.1 Subject to Article 10 but notwithstanding any other provision of these Articles no sale or transfer or other disposition of more than 50% of the Shares (the "**Specified Shares**") to a Third Party Purchaser shall have any effect unless before the transfer is lodged for registration the Third Party Purchaser acquiring the Specified Shares has made a bona fide offer (a "**Tag Along Offer**") in accordance with these Articles to purchase at the specified price (as set out at Article 11.2 below) all the Shares held by Members who are not acting in concert or otherwise connected with the Third Party Purchaser (the "**Tag Along Shares**") This Article 11.1 is subject to rights held by the Selling Members in respect of the Drag Along Option as set out in Article 10.1.
- 11.2 A Tag Along Offer made in accordance with Article 11.1 above shall be in writing, shall specify the price at which the Tag Along Shares may be transferred (being the price payable by the Third Party Purchaser in respect of each of the Specified Shares), shall be open for acceptance for at least 21 days and shall be deemed to be rejected by any Member who has not accepted it in accordance with its terms within the time period prescribed for acceptance. The consideration payable pursuant to a Tag Along Offer shall be settled in full on completion of the sale and purchase of the Tag Along

and within 30 days of the date of the offer.

- 11.3 Following the acceptance of a Tag Along Offer by a holder of any Tag Along Shares, that Member shall be obliged to sell the Tag Along Shares held by it to the Third Party Purchaser at the price specified in the Tag Along Offer and completion of this sale and purchase shall take place on the same date as the date of completion of the sale of the Specified Shares.
- 11.4 Each holder of Tag Along Shares who accepts a Tag Along Offer shall be deemed to have appointed each holder of Specified Shares severally as his attorney to execute any stock transfer form and to do such other things as may be necessary or desirable to accept, transfer and complete the sale of the Tag Along Shares held by such Member to the Third Party Purchaser pursuant to this Article 11.

12 **Information Concerning Shareholdings And Transfers**

- 12.1 For the purpose of ensuring that no circumstances have arisen whereby a Transfer Notice is or may be required to be given hereunder, or to be satisfied that any proposed sale is bona fide and on the terms stated in the Transfer Notice with no rebate or allowances, 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 the transfer lodged for registration to furnish to the Company such information or 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 such requirement being made, the Directors shall be entitled to refuse to register the transfer in question or (if no transfer is in question) to require by notice in writing that a Transfer Notice be given in accordance with Article 8 in respect of the Shares concerned.
- 12.2 In a case where the Directors have duly required a Transfer Notice to be given in respect of any Shares and such Transfer Notice is not duly given within a period of one month or such longer period as the Directors may allow for the purpose, such Transfer Notice shall be deemed to have been given on such date after the expiration of the said period as the Directors may by resolution determine and the forgoing provisions of these Articles shall take effect accordingly.
- 12.3 From (and including) the date on which the Directors have duly required a Transfer Notice(s), all holders of Shares subject to such Transfer Notice(s) shall not transfer or encumber any of their Shares or any interest in their Shares (other than pursuant to such Transfer Notice(s)) until all proceedings pursuant to such Transfer Notice(s) have been finalised in accordance with these Articles.

13 **Proceedings at General Meetings**

- 13.1 No business shall be transacted at any general meeting unless the requisite quorum is present at the commencement of the business and also when such business is voted upon. One "A" Member and one Ordinary Member present in person or by proxy shall be a quorum for all purposes. A corporation being a Member shall be deemed to be personally present if represented in accordance with the provisions of section 375 of the Act.
- 13.2 A poll may be demanded at any general meeting by the chairman or by any member

present in person or by proxy and entitled to vote. Regulation 46 of Table A shall be modified accordingly.

13.3 A resolution in writing executed or approved by telefax by or on behalf of the holders of all the issued Shares shall be as valid and effectual as if the same had been duly passed at a general meeting and may consist of several documents in the like form, each executed by or on behalf of one or more persons. In the case of a corporation, the resolution may be signed on its behalf by a Director or the Secretary thereof or by its duly appointed attorney or duly authorised representative. Regulation 53 shall be modified accordingly.

13.4 Regulation 41 shall be amended by the addition of the following words at the end of that regulation:

"if within half an hour of the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved".

13.5 The Chairman at any general meeting shall not be entitled to a second or casting vote.

14 **Directors**

14.1 Unless and until determined otherwise by general meeting of the Company the minimum number of directors shall be one and the maximum number of Directors shall be five. Whenever the number of Directors shall be one, the sole Director may exercised all the powers and authorities vested in the Directors by Table A and by these Articles. Regulation 89 in Table A shall be modified accordingly.

14.2 The Directors shall not be subject to retirement by rotation. Regulations 73 to 75 and the last two sentences of Regulation 79 of Table A shall not apply and Regulations 76, 77, 78 and 80 of Table A shall be modified accordingly.

14.3 Without prejudice to the first sentence of Regulation 89 of Table A, a meeting of the Directors or of a committee of the Directors may consist of a conference between Directors who are not all in one place, but of whom each is able (directly or by telephonic communication) to speak to each of the others, and to be heard by each of the others simultaneously; and the word "meeting" in these Articles shall be construed accordingly. Any such meeting shall be deemed to take place at the location of the Chairman or, if a Chairman has not been appointed, the location where the majority of Directors are present.

14.4 A resolution in writing signed (or approved by telefax) by all the Directors shall be as valid and effectual as if it had been passed at a meeting of Directors duly convened and held and may consist of several documents in the like form each signed by one or more Directors; but a resolution signed by an alternate Director need not also be signed by his appointor and, if it is signed by a Director who has appointed an alternate Director, it need not be signed by the alternate Director in that capacity. Regulation 93 of Table A shall not apply.

14.5 A director may vote at a meeting of Directors or of a committee of Directors on any resolution concerning a matter in which he has, directly or indirectly, an interest or duty which is material and which conflicts or may conflict with the interests of the Company, provided that he has disclosed to the Directors the nature and extent of any material interest or duty. Regulation 94 of Table A shall be modified accordingly.

14.6 Regulation 89 of Table A shall not apply to the Company. The quorum for all meetings of the Directors shall be one Director present either in person or by a duly appointed alternate.

14.7 The chairman of the Board shall not be entitled to a second and casting vote.

15 **Alternate Directors**

15.1 Any Director (other than an alternate Director) may at any time by writing under his hand and served on the Company at its registered office, or delivered at a meeting of the Directors, appoint any other Director, or any other person approved by resolution of the Directors and willing to act, to be an alternate Director and may remove from office an alternate Director so appointed by him. The same person may be appointed as the alternate Director of more than one Director.

15.2 An alternate Director shall be entitled:-

15.2.1 to receive notice of all meetings of Directors and of all meetings of committees of Directors of which his appointor is a member, save that it shall not be necessary to give notice of such meeting to an alternate Director who is absent from the United Kingdom;

15.2.2 to attend, be counted in the quorum for and vote at any such meeting at which the Director appointing him is not personally present; and

15.2.3 generally at such meeting to perform all the functions of his appointor as a Director in his absence.

If an alternate Director is himself a Director or attends any such meeting as an alternate Director for more than one Director, then his voting rights shall be cumulative.

15.3 An alternate Director shall cease to be an alternate Director if his appointor ceases to be a Director; but, if a Director retires but is reappointed or deemed to have been reappointed at the meeting at which he retires, any appointment of an alternate Director made by him which was in force immediately prior to his retirement shall continue after his reappointment.

15.4 Any appointment or removal of an alternate Director shall be by notice to the Company signed by the Director making or revoking the appointment or in any other manner approved by the Directors.

15.5 An alternate Director shall alone be responsible for his own acts and defaults and he shall not be deemed to be the agent of the Director appointing him, except in relation to matters in which he acted (or failed to act) on the direction or at the request of his appointor.

15.6 Save as otherwise provided in these Articles, an alternate Director shall not have power to act as a Director nor shall he be deemed to be a Director for the purposes of these Articles. However, such an alternate Director shall owe the Company the same fiduciary duties and duty of care and skill in the performance of his office as are owed by a Director.

- 15.7 An alternate Director shall be entitled to contract and be interested in and benefit from contracts or arrangements or transactions and to be repaid expenses and to be indemnified to the same extent mutatis mutandis as if he were a Director but he shall not be entitled to receive from the Company in respect of his appointment as an alternate Director any remuneration except only such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct.
- 15.8 Regulations 65 to 69 of Table A shall not apply to the Company.

16 **Indemnity**

- 16.1 Without prejudice to any indemnity to which such officer may otherwise be entitled, every Director, auditor, secretary or other officer of the Company shall be indemnified by the Company against all costs, charges, losses, expenses, and liabilities incurred by him in the execution and discharge of his duties or in relation thereto including any liability incurred by him in defending any proceedings, civil or criminal, which relate to anything done or omitted or alleged to have been done or omitted by him as an officer or employee of the Company and in which judgment is given in his favour (or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part) or in which he is acquitted or in connection with any application under any statute for relief from liability in respect of any such act or omission in which relief is granted to him by the Court. Regulation 118 of Table A shall not apply.
- 16.2 The Company may purchase and maintain for any Director, secretary or other officer of the Company insurance against any liability which by virtue of any rule of law would otherwise attach to him in respect of any negligence, default, breach of duty or breach of trust of which he may be guilty in relation to the Company.