



Please do not
write in this
binding margin



Please complete
legibly, preferably
in black type, or
bold block
lettering

*Insert full name
of Company

Please indicate
whether you are
a Solicitor of
the Supreme
Court (or in
Scotland 'a
Solicitor')
engaged in the
formation of the
Company, or
a person named
as director or
secretary of the
company in the
statement
delivered under
section 21 of the
Companies Act
1976

THE COMPANIES ACTS 1948 TO 1981

Declaration of compliance with the requirements on application for registration of a company

41a

Pursuant to section 3(5) of the Companies Act 1980

For official use

--	--	--

Company number

1938746

Name of Company

SWIFT 415	Limited*
-----------	----------

I, MAVIS JUNE LATTER
of 47 BRUNSWICK PLACE
LONDON
N1 6EE

do solemnly and sincerely declare that I am a person named as Secretary of the Company in
the statement delivered under section 21 of the Companies Act 1976.

of SWIFT 415
Limited

and that all the requirements of the Companies Acts 1948 to 1981
in respect of the registration of the said company
and of matters precedent and incidental thereto have been complied with.
And I make this solemn Declaration conscientiously believing
the same to be true and by virtue of the provisions of the
Statutory Declarations Act 1835

Declared at FLAT 1, CHATSWORTH HOUSE
65 LONDON ROAD
TWICKENHAM, MIDDLESEX

the First day of July
One thousand nine hundred and Eighty-Five

before me [Signature]
A-Commissioner for Oaths or Notary Public or Justice of the
Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Signature of Declarant

[Signature]

Presenter's name, address and
reference (if any):

For official use
New companies section

Post room

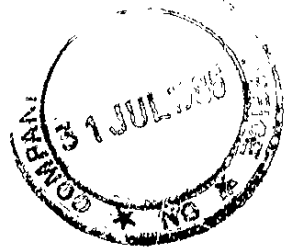


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Jordan House, 47 Brunswick Place, London N1 6EE. Telephone: 01-253 3030 Telex: 261010

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION OF

SWIFT 415 LIMITED



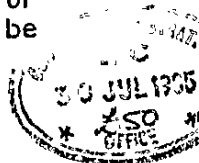
1. The Company's name is " SWIFT 415 LIMITED
2. The Company's registered office is to be situated in England and Wales.
3. The Company's objects are:-

(a) To carry on all or any of the businesses of general merchants and traders, cash and credit traders, manufacturers' agents and representatives, insurance brokers and consultants, estate and advertising agents, mortgage brokers, financial agents, advisers, managers and administrators, hire purchase and general financiers, brokers and agents, commission agents, importers and exporters, manufacturers, retailers, wholesalers, buyers, sellers, distributors and shippers of, and dealers in all products, goods, wares, merchandise and produce of every description, to participate in, undertake, perform and carry on all kinds of commercial, industrial, trading and financial operations and enterprises; to carry on all or any of the businesses of marketing and business consultants, advertising agents and contractors, general storekeepers, warehousemen, discount traders, mail order specialists, railway, shipping and forwarding agents, shippers, traders, capitalists and financiers either on the Company's own account or otherwise, printers and publishers; haulage and transport contractors, garage proprietors, operators, hirers and letters on hire of, and dealers in motor and other vehicles, craft, plant, machinery, tools and equipment of all kinds; and to purchase or otherwise acquire and take over any businesses or undertakings which may be deemed expedient, or to become interested in, and to carry on or dispose of, remove or put an end to the same or otherwise deal with any such businesses or undertakings as may be thought desirable.

OB
21

JORDAN & SONS LTD
JORDAN HOUSE

47 BRUNSWICK PLACE, LONDON N1 6EE
TEL 01 253 3030 TELEX 261010



202759

(b) To carry on any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on in connection with or ancillary to any of the businesses of the Company.

(c) To purchase or by any other means acquire and take options over any property whatever, and any rights or privileges of any kind over or in respect of any property.

(d) To apply for, register, purchase, or by other means acquire and protect, prolong and renew, whether in the United Kingdom or elsewhere any patents, patent rights, brevets d'invention, licences, secret processes, trade marks, designs, protections and concessions and to disclaim, alter, modify, use and turn to account and to manufacture under or grant licences or privileges in respect of the same, and to expend money in experimenting upon, testing and improving any patents, inventions or rights which the Company may acquire or propose to acquire.

(e) To acquire or undertake the whole or any part of the business, goodwill, and assets of any person, firm, or company carrying on or proposing to carry on any of the businesses which the Company is authorised to carry on and as part of the consideration for such acquisition to undertake all or any of the liabilities of such person, firm or company, or to acquire an interest in, amalgamate with, or enter into partnership or into any arrangement for sharing profits, or for co-operation, or for mutual assistance with any such person, firm or company, or for subsidising or otherwise assisting any such person, firm or company, and to give or accept, by way of consideration for any of the acts or things aforesaid or property acquired, any shares, debentures, debenture stock or securities that may be agreed upon, and to hold and retain, or sell, mortgage and deal with any shares, debentures, debenture stock or securities so received.

(f) To improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.

(g) To invest and deal with the moneys of the Company not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.

(h) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(i) To borrow and raise money in any manner and to secure the repayment of any money borrowed, raised or owing by mortgage, charge, standard security, lien or other security upon the whole or any part of the Company's property or assets (whether present or future), including its uncalled capital, and also by a similar mortgage, charge, standard security, lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it.

(j) To draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.

(k) To apply for, promote, and obtain any Act of Parliament, order, or licence of the Department of Trade or other authority for enabling the Company to carry any of its objects into effect, or for effecting any modification of the Company's constitution, or for any other purpose which may seem calculated directly or indirectly to promote the Company's interests, and to oppose any proceedings or applications which may seem calculated directly or indirectly to prejudice the Company's interests.

(l) To enter into any arrangements with any government or authority (supreme, municipal, local, or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges, and concessions.

(m) To subscribe for, take, purchase, or otherwise acquire, hold, sell, deal with and dispose of, place and underwrite shares, stocks, debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any other company constituted or carrying on business in any part of the world, and debentures, debenture stocks, bonds, obligations or securities issued or guaranteed by any government or authority, municipal, local or otherwise, in any part of the world.

(n) To control, manage, finance, subsidise, co-ordinate or otherwise assist any company or companies in which the Company has a direct or indirect financial interest, to provide secretarial, administrative, technical, commercial and other services and facilities of all kinds for any such company or companies and to make payments by way of subvention or otherwise and any other arrangements which may seem desirable with respect to any business or operations of or generally with respect to any such company or companies.

(o) To promote any other company for the purpose of acquiring the whole or any part of the business or property or undertaking or any of the liabilities of the Company, or of undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of any property or business of the Company, and to place or guarantee the placing of, underwrite, subscribe for, or otherwise acquire all or any part of the shares or securities of any such company as aforesaid.

(p) To sell or otherwise dispose of the whole or any part of the business or property of the Company, either together or in portions, for such consideration as the Company may think fit, and in particular for shares, debentures, or securities of any company purchasing the same.

(q) To act as agents or brokers and as trustees for any person, firm or company, and to undertake and perform sub-contracts.

(r) To remunerate any person, firm or company rendering services to the Company either by cash payment or by the allotment to him or them of shares or other securities of the Company credited as paid up in full or in part or otherwise as may be thought expedient.

(s) To pay all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling, or guaranteeing the subscription of any shares or other securities of the Company.

(t) To support and subscribe to any charitable or public object and to support and subscribe to any institution, society, or club which may be for the benefit of the Company or its Directors or employees, or may be connected with any town or place where the Company carries on business; to give or award pensions, annuities, gratuities, and superannuation or other allowances or benefits or charitable aid and generally to provide advantages, facilities and services for any persons who are or have been Directors of, or who are or have been employed by, or who are serving or have served the Company, or any company which is a subsidiary of the Company or the holding company of the Company or a fellow subsidiary of the Company or the predecessors in business of the Company or of any such subsidiary, holding or fellow subsidiary company and to the wives, widows, children and other relatives and dependants of such persons; to make payments towards insurance; and to set up, establish, support and maintain superannuation and other funds or schemes (whether contributory or non-contributory) for the benefit of any of such persons and of their wives, widows, children and other relatives and dependants; and to set up, establish, support and maintain profit sharing or share purchase schemes for the benefit of any of the employees of the Company or of any such subsidiary, holding or fellow subsidiary company and to lend money to any such employees or to trustees on their behalf to enable any such purchase schemes to be established or maintained.

(u) Subject to and in accordance with a due compliance with the provisions of Sections 155 to 158 (inclusive) of the Act (if and so far as such provisions shall be applicable), to give, whether directly or indirectly, any kind of financial assistance (as defined in Section 152(1)(a) of the Act) for any such purpose as is specified in Section 151(1) and/or Section 151(2) of the Act.

(v) To distribute among the Members of the Company in kind any property of the Company of whatever nature.

(w) To procure the Company to be registered or recognised in any part of the world.

(x) To do all or any of the things or matters aforesaid in any part of the world and either as principals, agents, contractors or otherwise, and by or through agents, brokers, sub-contractors or otherwise and either alone or in conjunction with others.

(y) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

AND so that:-

(1) None of the objects set forth in any sub-clause of this Clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such sub-clause, or by reference to or inference from the terms of any other sub-clause of this Clause, or by reference to or inference from the name of the Company.

(2) None of the sub-clauses of this Clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such sub-clause, and the Company shall have as full a power to exercise each and every one of the objects specified in each sub-clause of this Clause as though each such sub-clause contained the objects of a separate Company.

(3) The word "Company" in this Clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.


(4) In this Clause the expression "the Act" means the Companies Act 1985, but so that any reference in this Clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

4. The liability of the Members is limited.


5. The Company's share capital is £100 divided into 100 shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

Names and addresses of Subscribers	Number of shares taken by each Subscriber
------------------------------------	---

- 
1. Michael Richard Counsell,
15, Pembroke Road,
Bristol. BS99 7DX
Commercial Manager.

- One


- 
2. Christopher Charles Hadler,
15, Pembroke Road
Bristol. BS99 7DX
Commercial Manager.

- One

Total shares taken - Two

Dated 01-07-85

Witness to the above Signatures,


Errol Sandiford,
15, Pembroke Road
Bristol. BS99 7DX
Clerk.

THE COMPANIES ACT 1985

1938746/4

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION OF

SWIFT 415 LIMITED

PRELIMINARY

1. (a) The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (such Table being hereinafter called "Table A") shall apply to the Company save in so far as they are excluded or varied hereby and such Regulations (save as so excluded or varied) and the Articles hereinafter contained shall be the regulations of the Company.

(b) In these Articles the expression "the Act" means the Companies Act 1985, but so that any reference in these Articles to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.

ALLOTMENT OF SHARES

2. (a) Shares which are comprised in the authorised share capital with which the Company is incorporated shall be under the control of the Directors who may (subject to Section 80 of the Act and to paragraph (d) below) allot, grant options over or otherwise dispose of the same, to such persons, on such terms and in such manner as they think fit.

(b) All shares which are not comprised in the authorised share capital with which the Company is incorporated and which the Directors propose to issue shall first be offered to the Members in

proportion as nearly as may be to the number of the existing shares held by them respectively unless the Company in General Meeting shall by Special Resolution otherwise direct. The offer shall be made by notice specifying the number of shares offered, and limiting a period (not being less than fourteen days) within which the offer, if not accepted, will be deemed to be declined. After the expiration of that period, those shares so deemed to be declined shall be offered in the proportion aforesaid to the persons who have, within the said period, accepted all the shares offered to them; such further offer shall be made in like terms in the same manner and limited by a like period as the original offer. Any shares not accepted pursuant to such offer or further offer as aforesaid or not capable of being offered as aforesaid except by way of fractions and any shares released from the provisions of this Article by any such Special Resolution as aforesaid 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, provided 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 therefor than the terms on which they were offered to the Members. The foregoing provisions of this paragraph (b) shall have effect subject to Section 80 of the Act.

(c) 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.

(d) The Directors are generally and unconditionally authorised for the purposes of Section 80 of the Act, to exercise any power of the Company to allot and grant rights to subscribe for or convert securities into shares of the Company up to the amount of the authorised share capital with which the Company is incorporated at any time or times during the period of five years from the date of incorporation and the Directors may, after that period, allot any shares or grant any such rights under this authority in pursuance of an offer or agreement so to do made by the Company within that period. The authority hereby given may at any time (subject to the said Section 80) be renewed, revoked or varied by Ordinary Resolution of the Company in General Meeting.

SHARES

3. The lien conferred by Clause 8 in Table A shall attach also to fully paid-up shares, and the Company shall also 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 thereof or shall be one of two or more joint holders, for all moneys presently payable by him or his estate to the Company. Clause 8 in Table A shall be modified accordingly.

4. The liability of any Member in default in respect of a call shall be increased by the addition at the end of the first sentence of Clause 18 in Table A of the words "and all expenses that may have been incurred by the Company by reason of such non-payment".

GENERAL MEETINGS AND RESOLUTIONS

5. (a) A notice convening a General Meeting shall be required to specify the general nature of the business to be transacted only in the case of special business and Clause 38 in Table A shall be modified accordingly.

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 accounts, balance sheets, and the reports of the Directors and Auditors, and the appointment of, and the fixing of the remuneration of, the Auditors.

(b) Every notice convening a General Meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies; and 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.

6. (a) Clause 40 in Table A shall be read and construed as if the words "at the time when the Meeting proceeds to business" were added at the end of the first sentence.

(b) 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 time appointed therefor such adjourned General Meeting shall be dissolved.

(c) Clause 41 in Table A shall not apply to the Company.

APPOINTMENT OF DIRECTORS

7. (a) Clause 64 in Table A shall not apply to the Company.

(b) The maximum number and minimum number respectively of the Directors may be determined from time to time by Ordinary Resolution in General Meeting of the Company. Subject to and in default of any such determination there shall be no maximum number of Directors and the minimum number of Directors shall be one. Whenever the minimum number of the Directors shall be one, a sole Director shall have authority to exercise all the powers and discretions by Table A and by these Articles expressed to be vested in the Directors generally, and Clause 89 in Table A shall be modified accordingly.

(c) The Directors shall not be required to retire by rotation and Clauses 73 to 80 (inclusive) in Table A shall not apply to the Company.

(d) No person shall be appointed a Director at any General Meeting unless either:-

(i) he is recommended by the Directors; or

(ii) not less than fourteen nor more than thirty-five clear days before the date appointed for the General Meeting, notice executed by a Member qualified to vote at the General Meeting has been given to the Company of the intention to propose that person for appointment, together with notice executed by that person of his willingness to be appointed.

(e) Subject to paragraph (d) above, the Company may by Ordinary Resolution in General Meeting appoint any person who is willing to act to be a Director, either to fill a vacancy or as an additional Director.

(f) The Directors may appoint a person who is willing to act to be a Director, either to fill a vacancy or as an additional Director, provided that the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (b) above as the maximum number of Directors and for the time being in force.

BORROWING POWERS

8. 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 thereof, 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.

ALTERNATE DIRECTORS

9. (a) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor may by notice in writing to the Company from time to time direct, and the first sentence of Clause 66 in Table A shall be modified accordingly.

(b) A Director, or any such other person as is mentioned in Clause 65 in Table A, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the 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.

DISQUALIFICATION OF DIRECTORS

10. The office of a Director shall be vacated if he becomes incapable by reason of illness or injury of managing and administering his property and affairs, and Clause 81 in Table A shall be modified accordingly.

GRATUITIES AND PENSIONS

11. (a) The Directors may exercise the powers of the Company conferred by Clause 3(t) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

(b) Clause 87 in Table A shall not apply to the Company.

PROCEEDINGS OF DIRECTORS

12. (a) A Director may vote, at any meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it 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 such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

(b) Clauses 94 to 97 (inclusive) in Table A shall not apply to the Company.

NOTICES

13. Clause 115 in Table A shall be read and construed as if the words "unless the contrary is proved" were omitted therefrom.

INDEMNITY



14. (a) Every 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 execution of the duties of his office or otherwise in relation thereto, 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 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 thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Act.



(b) Clause 118 in Table A shall not apply to the Company.

TRANSFER OF SHARES

15. The Directors may, in their absolute discretion and without assigning any reason therefor, decline to register the transfer of a share, whether or not it is a fully paid share, and the first sentence of Clause 24 in Table A shall not apply to the Company.

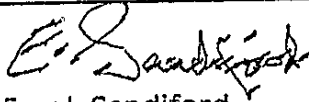
Names and Addresses of Subscribers

- 
1. Michael Richard Counsell,
15, Pembroke Road,
Bristol. BS99 7DX.
Commercial Manager.
- 


- 
2. Christopher Charles Hadler,
15, Pembroke Road,
Bristol. BS99 7DX.
Commercial Manager.
- 

Dated 01-07-85

Witness to the above Signatures,



Errol Sandiford,
15, Pembroke Road,
Bristol. BS99 7DX.
Clerk.



G

COMPANIES FORM No. 10

Statement of first directors and secretary and intended situation of registered office

10

Please do not
write in
this margin

Pursuant to section 10 of the Companies Act 1985

To the Registrar of Companies

For official use

1988/46/5

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

SWIFT 415 LIMITED

* Insert full name
of company

The intended situation of the registered office of the company on incorporation is as stated below

47, Brunswick Place,
London, N1 6EE

Postcode

If the memorandum is delivered by an agent for the subscribers of the
memorandum please mark 'X' in the box opposite and insert
the agent's name and address below

JORDAN & SONS LIMITED,
Jordan House,
47, Brunswick Place, London N1 6EE

Postcode

Number of continuation sheets attached (see note 1)

PRINTED AND SUPPLIED BY

Jordans

JORDAN & SONS LIMITED
JORDAN HOUSE
BRUNSWICK PLACE
LONDON N1 6EE
TELEPHONE 01 253 0030
TELEX 261010



Presenter's name address and
reference (if any):

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General Section

Post room

DIRECTOR

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company (note 2) are as follows:

Please do not write in this margin

Name (note 3) DAVID STEWART HODGSON		Business occupation MANAGER	
Previous name(s) (note 3) NONE		Nationality BRITISH	
Address (note 4) 47, Brunswick Place, London, N1 6EE		Date of birth (where applicable) (note 6)	
Postcode			
Other directorships † NONE			
I consent to act as director of the company named on page 1			
Signature		Date 01-07-85	

† enter particulars of other directorships held or previously held (see note 5) if this space is insufficient use a continuation sheet

SECRETARY

The name(s) and particulars of the person who is, or the persons who are, to be the first secretary, or joint secretaries, of the company are as follows:

Please do not write in this margin

Name (notes 3 & 7) MAVIS JUNE LATTER	
Previous name(s) (note 3) NONE	
Address (notes 4 & 7) 47, Brunswick Place, London, N1 6EE	
Postcode	
I consent to act as secretary of the company named on page 1	
Signature	Date 01-07-85

Signed by or on behalf of the subscribers of the memorandum*	Date 01-07-85
--	---------------

FILE COPY



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

No. 1938746

I hereby certify that

SWIFT 415 LIMITED

is this day incorporated under the Companies Act 1985 as a
private company and that the Company is limited.

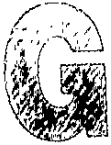
Given under my hand at the Companies Registration Office,

Cardiff the

14TH AUGUST 1985

C R Williams
MES C R WILLIAMS

an authorised officer



COMPANIES FORM No. 123
**Notice of increase
in nominal capital**

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

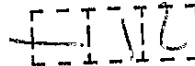
Please complete
legibly, preferably
in black type, or
bold block lettering

*Insert full name
of company

To the Registrar of Companies

For official use

Company number



1938746

Name of company

* SWIFT 415 LIMITED

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 8th April, 1987 the nominal capital of the company has been
increased by £ 99,900 beyond the registered capital of £ 100.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†
The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

Shares of £1 each pari passu in all respects with the existing
Shares of £1 each in the Company.

Please tick here if
continued overleaf

☐

§Delete as
appropriate

Signed

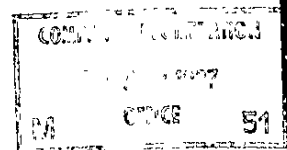
~~Secretary~~ [Secretary]s Date 8th April 1987

Presentor's name, address and
reference (if any): MCJ/JEA
ASHURST MORRIS CRISP,
BROADGATE HOUSE,
7 ELDON STREET,
LONDON, EC2M 7HD.

For official use

General section

Post room



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

Companies G123

1985 Edition
288 BHAM
[50171E7]

COMPANIES ACT 1985

SPECIAL RESOLUTIONS

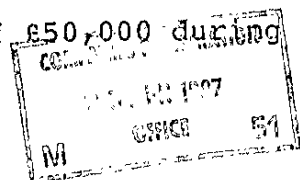
of

SWIFT 415 LIMITED

At an Extraordinary General Meeting of the Company duly held at Crowborough Hill, Jarvis Brook, Crowborough, East Sussex on 8th April, 1987 the following Special Resolutions were passed:-

Special Resolutions

1. That the authorised share capital of the company be and it is hereby increased from £100 to £100,000 by the creation of a further 99,900 Shares of £1 each par passu in all respects with the existing Shares of £1 each in the Company.
2. That following the passing of the previous resolution and with effect from the time of the passing of this resolution the directors be and they hereby are generally and unconditionally authorised to exercise all the powers of the Company to allot relevant securities (as defined in Section 80 of the Companies Act 1985 (the "Act")) up to an aggregate maximum nominal amount of £50,000 during



the period of one year from the date of the passing of this resolution; and that the directors be and they are hereby empowered to allot for cash equity securities (as defined in Section 94(2) of the Act) pursuant to the authority conferred by this resolution as if the provisions of Section 89(1) of the Act did not apply to any such allotment.

.....
Chairman

Company No. 1938746

COMPANIES ACT 1985

SPECIAL RESOLUTION

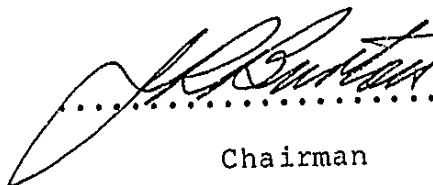
of

SWIFT 415 LIMITED

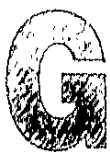
At the Annual General Meeting of the Company duly held and convened on 13th February, 1987 at Jarvis Brook, Crowborough East Sussex TN6 3DU, the following resolution was duly passed as a Special Resolution:

SPECIAL RESOLUTION

That the Company not having traded since its incorporation hereby resolves that auditors shall not be appointed pursuant to Section 252 of the Companies Act 1985.


.....
Chairman



**Notice of new accounting reference date given during the course of an accounting reference period****225(1)**

Please do not write in this margin

Pursuant to section 225(1) of the Companies Act 1985

Please complete legibly, preferably in black type, or bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

1938746

Name of company

* SWIFT 415 LIMITED

* insert full name of company

gives notice that the company's new accounting reference date on which the current accounting reference period and each subsequent accounting reference period of the company is to be treated as coming, or as having come, to an end is as shown below:

Note
Please read notes 1 to 5 overleaf before completing this form

Day Month

3	1	1	2
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† delete as appropriate

The current accounting reference period of the company is to be treated as [shortened]~~[extended]~~† and ~~is to be treated as having come to an end~~ [will come to an end]† on

Day Month Year

3	1	1	2	1	9	8	7
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If this notice states that the current accounting reference period of the company is to be extended, and reliance is being placed on section 225(6)(c) of the Companies Act 1985, the following statement should be completed:

See note 4c and complete as appropriate

The company is a [subsidiary][holding company]† of _____

_____, company number _____

the accounting reference date of which is _____

Signed

x [Director][Secretary]† Date 11th May, 1987

Presentor's name address and reference (if any): MCJ/JEA
Ashurst Morris Crisp
Broadgate House
7 Eldon Street
London EC2M 7HD.

For official Use
General Section

Post room



23/9
1938746/116
No.1938746

THE COMPANIES ACT 1985

SPECIAL RESOLUTIONS
(Passed on 27th May, 1987)

OF

SWIFT 415 LIMITED

At an Extraordinary General Meeting of the Company duly convened and held on 27th May, 1987 the following Resolutions were proposed and passed as Special Resolutions:-

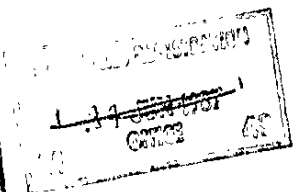
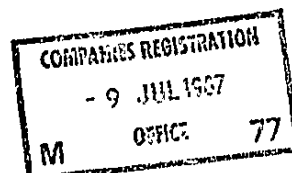
(A) That the existing 100,000 Ordinary Shares of £1 in the capital of the Company be reclassified as "A" Ordinary Shares of £1 having the rights set out in the Articles of Association referred to in (C) of this resolution

(B) That the authorised capital of the Company be and hereby is increased to £196,038.94 by the creation of 32,304 "B" Ordinary Shares of £1 each and 29,155 "C" Redeemable Ordinary Shares of £1 each and 1,534 "D" Redeemable Ordinary Shares of £1 each and 3,304,594 Preference Shares of 1p each

(C) That the Articles of Association in the form of the draft produced to the meeting and initialled by the Chairman be and are hereby adopted as the new Articles of Association of the Company in replacement of and in substitution for the existing Articles of Association of the Company

(D) That the Directors from time to time of the Company be and are hereby generally and unconditionally authorised to exercise all powers of the Company to allot:-

1



(i) 32,304 "B" Ordinary Shares of £1 each in accordance with the terms of the Shareholders Agreement (as defined in the Company's new Articles of Association);


(ii) 29,155 "C" Redeemable Ordinary Shares of £1 each;

(iii) 1,534 "D" Redeemable Ordinary Shares of £1 each; and

(iv) 3,304,594 Redeemable Cumulative Preference Share of 1p each in accordance with the terms of the Shareholders Agreement

provided that this authority shall expire on 30th June 1987

(E) That the Directors from time to time of the Company are hereby empowered pursuant to Section 95 of the Companies Act 1985 to allot the above shares in the capital of the Company pursuant to the authority conferred by Resolution (D) above as if Sections 89(1) and 90(1) to (6) of the Companies Act 1985 did not apply to such allotment provided this power shall expire on 30th June, 1987


Chairman

DCJ231

Company No: 1938746

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION

- of -

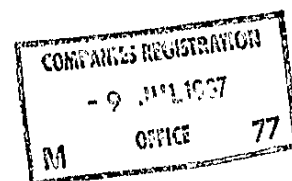
SWIFT 415 LIMITED

(Adopted by Special Resolution passed
on 27th May 1987)

1. DEFINITIONS

The headings shall not affect the construction hereof and in the interpretation of these Articles unless the context otherwise requires the following words and expressions shall bear the meanings set opposite them:-

"the Act"	the Companies Act 1985
"Director"	a director for the time being of the Company
"A" Ordinary Share"	an "A" Ordinary Share of £1 in the capital of the Company as hereinafter provided
"A" Ordinary Shareholder"	a holder for the time being of "A" Ordinary Shares
"B" Director"	a director appointed pursuant to Article 22
"B" Ordinary Share"	a "B" Ordinary Share of £1 in the capital of the Company as hereinafter provided
"B" Ordinary Shareholder"	a holder for the time being of "B" Ordinary Shares
"Bank"	Manufacturers Hanover Trust Company and its successors in title and assigns
"Consent"	in relation to a consent capable of being given by the Bank such consent that the Bank may give in its sole and absolute discretion
"C" Redeemable Ordinary Shares"	a "C" Redeemable Ordinary Share of £1 in the capital of the Company as hereinafter provided



"C" Redeemable Ordinary Shareholder"	a holder for the time being of "C" Redeemable Ordinary Shares
"D" Redeemable Ordinary Share"	a "D" Redeemable Ordinary Share of £1 in the capital of Company, as hereinafter provided
"D" Redeemable Ordinary Shareholder"	a holder for the time being of "D" Redeemable Ordinary Shares
"Event of Default"	any one of the events specified in sub-clause 9.1 of the Loan Agreement
"Listing"	the admission of any of the Company's shares to the official list of The Stock Exchange of the United Kingdom and Ireland ("the Stock Exchange") or the grant of permission to deal in any of the Company's shares on any other public securities market (including the Unlisted Securities Market of The Stock Exchange)
"Loan Agreement"	the loan agreement dated 27th May, 1987 made between the Company and the Bank as the same may be amended or supplemented from time to time
"Market Capitalisation"	the result of $P \times N + X$ Where: "p" means the price at which the Company's shares which are the subject of the Listing are offered to or placed with the public (or, in the case of an offer for sale by tender, the minimum tender price under such offer) as part of the Listing arrangements; and "N" means the total number of the Company's shares allotted or in issue immediately following Listing (excluding any new Shares which are to be or have been newly subscribed in order to raise additional capital as part of the Listing arrangements or to finance the redemption of the Preference Shares) "X" means the nominal value of all Preference Shares unredeemed prior to the issue of any new shares issued in order to redeem the Preference Shares (plus any arrears of dividend on the Preference Shares)
"Minimum Dividend"	as defined in Article 7

"Preference Share"	a Redeemable Cumulative Preference Share of 1p in the capital of the Company
"Ordinary Share"	an "A" Ordinary Share or "B" Ordinary Share
"Ordinary Shareholder"	a holder for the time being of Ordinary Shares
"Preference Shareholder"	a holder for the time being of Preference Shares
"Redeemable Ordinary Share"	a "C" Redeemable Ordinary Share or a "D" Redeemable Ordinary Share
"Redeemable Ordinary Shareholder"	a holder for the time being of a Redeemable Ordinary Share
"Shareholder-related Contract"	any contract, agreement, arrangement or transaction, including in particular contracts of employment or for the provision of services, made between any "A" Ordinary Shareholder (or person who in relation to such "A" Ordinary Shareholder is a Connected Person) and the Company or any holding company of the Company or any subsidiary of the Company or of any such holding company
"Table A"	Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) in force at the date of adoption of these Articles
"Connected Person"	as defined by Section 533 Income and Corporation Taxes Act 1970
"Shareholders Agreement"	the agreement dated 27th May, 1987 made between (1) the Company (2) J. Burton and others and (3) Barclaytrust International Limited and Manufacturers Hanover Limited relating, inter alia, to the subscription for shares in the Company

Words and expressions defined in the Act shall, unless the context otherwise requires, have the same meanings in these Articles. The singular shall include the plural and vice versa. The expression "shareholder" includes his personal representatives.

The expression "Sums Outstanding" in relation to the Loan Agreement shall be construed to include (i) any amount at any time owing by the Company to the Bank whether or not immediately due and payable and whether actual or contingent of whatsoever nature and (ii) any amount at any time available to be drawn by the Company from the Bank pursuant to the provisions of the Loan Agreement

2. TABLE A

The Regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The first sentence of Regulation 24 and Regulations 64, 73-77 inclusive, 80 and 87 of Table A shall not apply, but subject as aforesaid, and in addition to the remaining Regulations of Table A the following shall be the Articles of Association of the Company.

3. PRIVATE COMPANY

The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

4. SHARE CAPITAL

The share capital of the Company at the date of adoption of these Articles is £196,038.94 divided into 100,000 "A" Ordinary Shares of £1 each, 32,304 "B" Ordinary Shares of £1 each, 29,155 "C" Redeemable Ordinary Shares of £1 each, 1,534 "D" Redeemable Ordinary Shares of £1 each and 3,304,594 Preference Shares of 1p each.

5. PREFERENCE SHARES

The rights attaching to the Preference Shares are as follows:-

5.1 As regards income

5.1.1 The Preference Shares shall confer on the holders thereof the right to receive, in priority to the transfer of any sum to reserves or any rights of the holders of any other class of shares in the capital of the Company and payable without any resolution of the Directors or of the Company in general meeting, a fixed cumulative preferential dividend ("Preference Dividend") at the following rates:

<u>Rate per Annum</u>	<u>Period</u>
600 per cent	from date of issue to 30th June 1988
800 per cent	from 1st July 1988 to 30th June 1991
1,100 per cent	from 1st July 1991 and thereafter

all net of any associated tax credit on the nominal amount of the capital for the time being paid up thereon. The Preference Dividend shall accrue from day to day and be paid without prejudice to the provisions of Article 5.1.3 half-yearly on 1st October and 1st April in each year in respect of the half-years ending on 30th June and 31st December, respectively preceding such dates out of the profits of the Company available for distribution PROVIDED THAT the first such payment shall be made on 1st April 1988 and shall be calculated from 27th May

1987. Any amount not so paid shall be carried forward and be payable in priority to the Preference Dividend payable on any later date.

5.1.2 The rate at which the Preference Dividend is payable shall be a rate per annum compounded with rests on the due dates for payment thereof, and the amount payable in respect of an overdue dividend shall be increased accordingly.

5.1.3 Although a Preference Dividend shall be due and payable in accordance with these Articles no payment shall be made in respect thereof to any Preference Shareholder unless and until at the date of such payment the Company:-

- (i) in relation to a Preference Dividend to be paid on 1st April shall have compiled and approved the financial statements relating to the accounting period for the financial year ending 31st December immediately prior to such date and referred to in sub-clause 8.1.1 of the Loan Agreement and copies of the same shall have been delivered to the Bank and in relation to a Preference Dividend to be paid on 1st October shall have compiled the financial statements relating to the accounts for the period ending June 30th prior to such date and referred to in sub-clause 8.1.3 of the Loan Agreement and a copy of the same shall have been delivered to the Bank; and
- (ii) is in compliance with the obligations contained in sub-clause 8.10 of the Loan Agreement and would remain so immediately following such payment while there are any Sums Outstanding under the Loan Agreement

or unless the Bank shall have given its prior Consent thereto in writing

5.2 As regards capital

On a return of capital on liquidation or otherwise the assets of the Company available for distribution amongst the Shareholders shall be applied, in priority to any payment to the holders of any other class of shares in the capital of the Company, in paying to the Preference Shareholders:-

- (i) first, the nominal amounts paid up on and any premium paid in respect of the Preference Shares held by them;
- (ii) secondly a sum equal to any arrears or deficiency of the Preference Dividend to be calculated down to the date of return of capital and to be payable irrespective of whether or not such dividend has been declared or earned.

5.3 Further Participation

The Preference Shares shall not confer any further right of participation in the profits or assets of the Company.

5.4 As regards redemption

5.4.1 The Company shall redeem for cash at par plus a premium of 99p per share on the following dates the following proportions in nominal amount of the Preference Shares then outstanding, namely,

15th May 1992	one seventh
15th May 1993	one sixth
15th May 1994	one fifth
15th May 1995	one fourth
15th May 1996	one third
15th May 1997	one half
15th May 1998	the whole

Each such date is referred to as a Redemption Date ("Redemption Date").

PROVIDED THAT if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other condition would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption monies no payment of the redemption monies shall be made when they are due unless the Bank shall have given its prior Consent in writing thereto or until there are no Sums Outstanding under the Loan Agreement;

5.4.2 Each such redemption of some but not all of the Preference Shares shall be made amongst the holders thereof pro rata as nearly as possible to their holdings of Preference Shares;

5.4.3 Without prejudice to the proviso contained in Article 5.4.1. upon the Redemption Date the nominal value of the Preference Shares to be redeemed and any premium in respect thereof and any Preference Dividend due thereon ("the redemption moneys") shall become a debt due and payable by the Company to the relevant Preference Shareholders and subject to receipt of the relevant share certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall forthwith upon the Redemption Date pay the redemption moneys to the appropriate shareholder;

5.4.4 On redemption the Company shall cancel the share certificate of the shareholder concerned and, in the case of a redemption of part of the Preference Shares included in the certificate, without charge issue a fresh certificate for the balance of Preference Shares not redeemed;

5.4.5 As from the relevant Redemption Date the Preference Dividend shall cease to accrue on any shares due to be redeemed on that date unless on the presentation of the certificate (or an indemnity as aforesaid) relating thereto the Company fails to make payment of the redemption moneys or as a result of the proviso contained in Article 5.4.1 the Company does not make payment of those monies in which case the Preference Dividend shall be deemed to have continued and shall continue to accrue from the relevant Redemption Date to the date of payment;

5.4.6 The Company shall establish a Preference Share capital redemption reserve and shall transfer in each financial year commencing after 31st

December 1988 to such reserve out of the profits available for distribution after payment of the Preference Dividend such amount as may be necessary so that the reserve is not less than £330,460 times N where N is equal to the number of complete years expired since the date of issue of the Preference Shares PROVIDED THAT such reserve need not exceed the aggregate of the total amount from time to time payable on redemption of the Preference Shares then outstanding. Such reserve shall be used solely for the purposes of redeeming the Preference Shares and shall not be used for any other purpose save with the consent of the holders of not less than 75 per cent. of the Preference Shares in general meeting or in writing.

5.5 As regards voting

Preference Shareholders shall be entitled to receive notice of and to attend and speak but not to vote at all General Meetings of the Company unless the Company:-

- a) shall not have paid the Preference Dividend on a due date for payment, or
- b) shall have failed to make payment of the redemption moneys due on a redemption of the Preference Shares

when the Preference Shareholders shall be entitled to receive notice of, to attend and until payment or redemption to vote at any General Meeting of the Company and on a show of hands each Preference Shareholder present in person or by proxy shall have one vote and on a poll shall have one vote for every Preference Share of which he is the holder.

5.6 Matters requiring Consent of Preference Shareholders

So long as any Preference Shares shall remain outstanding and except with such consent or sanction on the part of the Preference Shareholders as is required for a variation of the special rights attached to such shares:-

5.6.1 the Company shall not modify or vary the rights attaching to its Ordinary Shares or Redeemable Ordinary Shares, or the terms of its Preference Shares;

5.6.2 the Company shall not pass any resolution for reducing its Ordinary Shares or Preference Shares or (save for the purpose of redeeming any of the Preference Shares or the Redeemable Ordinary Shares) the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve in any manner or reduce any uncalled liability in respect of partly paid shares;

5.6.3 the Company shall not make any distribution payment or return to shareholders (other than in respect of the Preference Shares and the Redeemable Ordinary Shares) of a capital nature;

5.6.4 the Company shall not issue any further shares ranking as regards participation in the profits or assets of the Company in priority to or *pari passu* with the Preference Shares;

5.6.5 the Company shall not permit any subsidiary to issue (other than to the Company or another wholly-owned subsidiary of the Company) any shares ranking as regards participation in the assets or profits of that subsidiary in priority to its ordinary share capital nor shall any disposal be made by the Company or by any subsidiary of the Company of any such shares (otherwise than as aforesaid);

5.6.6 the Company shall not capitalise any undistributed profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of its share premium account or capital redemption reserve

5.7 Early redemption by Preference Shareholders

5.7.1 Without prejudice to the provisions of Article 5.7.2 the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to require redemption of all the Preference Shares then in issue immediately upon the happening of any one or more of the following events:-

5.7.1.1 any Preference Dividend or any part thereof is not paid within six months of the due date whether or not such dividend shall have been declared or earned or otherwise be in law capable of being paid by the Company; or

5.7.1.2 any amount due on redemption of any Preference Shares is not paid within seven days of the due date whether or not sufficient profits or other funds are in law available for such redemption; or

5.7.1.3 any material breach (other than a breach by a Preference Shareholder a Redeemable Ordinary Shareholder or a "B" Ordinary Shareholder) has occurred of the provisions of Articles 5, 10, 11, 12, 16 and 20 of these Articles

and the provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect in relation to such redemption mutatis mutandis save that the Redemption Date shall be the date of such notice

PROVIDED THAT the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to withdraw any notice requiring redemption before such redemption has taken place

5.7.2 Although the redemption monies in respect of the Preference Shares shall be immediately due and payable pursuant to Article 5.7.1 no such payment of the redemption monies shall be made while there are any Sums Outstanding under the Loan Agreement unless the Bank shall have given its Consent

5.8 Default Rights

If the Company is at any time unable or fails to redeem the Preference Shares in accordance with its obligations hereunder and that if at such time

5.6.5 the Company shall not permit any subsidiary to issue (other than to the Company or another wholly-owned subsidiary of the Company) any shares ranking as regards participation in the assets or profits of that subsidiary in priority to its ordinary share capital nor shall any disposal be made by the Company or by any subsidiary of the Company of any such shares (otherwise than as aforesaid);

5.6.6 the Company shall not capitalise any undistributed profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of its share premium account or capital redemption reserve

5.7 Early redemption by Preference Shareholders

5.7.1 Without prejudice to the provisions of Article 5.7.2 the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to require redemption of all the Preference Shares then in issue immediately upon the happening of any one or more of the following events:-

5.7.1.1 any Preference Dividend or any part thereof is not paid within six months of the due date whether or not such dividend shall have been declared or earned or otherwise be in law capable of being paid by the Company; or

5.7.1.2 any amount due on redemption of any Preference Shares is not paid within seven days of the due date whether or not sufficient profits or other funds are in law available for such redemption; or

5.7.1.3 any material breach (other than a breach by a Preference Shareholder a Redeemable Ordinary Shareholder or a "B" Ordinary Shareholder) has occurred of the provisions of Articles 5, 10, 11, 12, 16 and 20 of these Articles

and the provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect in relation to such redemption mutatis mutandis save that the Redemption Date shall be the date of such notice

PROVIDED THAT the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to withdraw any notice requiring redemption before such redemption has taken place

5.7.2 Although the redemption monies in respect of the Preference Shares shall be immediately due and payable pursuant to Article 5.7.1 no such payment of the redemption monies shall be made while there are any Sums Outstanding under the Loan Agreement unless the Bank shall have given its Consent

5.8 Default Rights

If the Company is at any time unable or fails to redeem the Preference Shares in accordance with its obligations hereunder and that if at such time

there are Sums Outstanding under the Loan Agreement the prior Consent in writing of the Bank has been obtained any holder of not less than 10 per cent of the Preference Shares may duly proceed to convene a separate meeting of the Preference Shareholders for the purposes of considering and if thought fit, passing as an Extraordinary Resolution the following resolution namely:-

"That the Company be not wound up voluntarily".

If such resolution having been put to the vote, shall not be duly passed as an Extraordinary Resolution, any Preference Shareholder shall be entitled to convene an Extraordinary General Meeting of the Company for the purpose of considering, and if thought fit, passing as a Special Resolution, a resolution to the effect that the Company be wound up voluntarily and that the person named in the notice convening such meeting be appointed liquidator of the Company.

PROVIDED THAT no such meetings shall be held after the expiration of six months from the date when the Preference Shareholders become entitled to convene the same unless the Company again becomes obliged to redeem the Preference Shares and is unable or fails to do so. A meeting convened under this Article shall be convened in the same manner, as nearly as practicable, as that in which meetings are to be convened by the Directors. Any expenses incurred by the Preference Shareholders concerned in convening the meeting in question shall be repaid to such holders by the Company.

At an Extraordinary General Meeting of the Company called pursuant to the above paragraphs of this Article the quorum shall be one Preference Shareholder and those Preference Shareholders voting for the resolution to voluntarily wind up the Company shall be deemed to have cast three times the numbers of votes cast against the resolution. At any such meeting, only the Preference Shareholders may vote on any resolution relating to its adjournment.

5.9 Early Redemption by the Company

5.9.1 If there are no Sums Outstanding under the Loan Agreement or if the Company has obtained the prior consent in writing of the Bank the Company may at any time redeem the whole or any part of the Preference Shares then outstanding by serving notice of such redemption upon the Preference Shareholders specifying a date upon which redemption is to take place being not less than 14 days nor more than 30 days from the date of such notice PROVIDED THAT in the event of a partial redemption the Company may redeem only in multiples of 100,000 Preference Shares. The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be that specified in the said notice.

5.9.2 The Company shall redeem the whole of the Preference Shares at par immediately prior to:-

(i) Listing; or

(ii) the making of any transfer to which Article 15 applies but in respect of which no such offer has been made to purchase the Preference Shares at the price specified in that Article

PROVIDED THAT if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other condition would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption monies or the Bank shall not have given its prior Consent in writing thereto no repayment of redemption monies shall be made on Listing until there are no Sums Outstanding under the Loan Agreement.

The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be the date immediately prior to such listing or granting and any failure to do any act by a Preference Shareholder shall not prejudice due and proper redemption hereunder.

6. "A" ORDINARY SHARES "B" ORDINARY SHARES AND
REDEEMABLE ORDINARY SHARES

6.1.1 Save as otherwise specifically provided in these Articles the "A" Ordinary Shares "B" Ordinary Shares and Redeemable Ordinary Shares shall rank pari passu but shall subject as provided in Article 8 hereof, constitute separate classes of shares.

6.1.2 (a) Immediately prior to the Listing of any of the ordinary shares of the Company or (if Listing has not occurred before 1st July, 1990) on 1st July, 1990 each Redeemable Ordinary Share which is not redeemed under Article 6.1.3 shall automatically convert into one "B" Ordinary Share.

(b) The following provisions shall have effect in relation to such automatic conversion:-

- (i) the Company shall forthwith notify the holders of Redeemable Ordinary Shares of such automatic conversion and any redemption pursuant to Article 6.1.3 in writing;
- (ii) forthwith thereafter the holders of the ordinary shares in the Company resulting from the conversion shall send to the Company certificates in respect of their respective Shares and the Company shall issue to such holders respectively certificates for the ordinary shares in the Company resulting from the conversion; and
- (iii) the "B" Ordinary Shares resulting from the conversion shall rank pari passu in all respects with the "B" Ordinary Shares in issue on the date of conversion.

6.1.3 The Company shall immediately prior to Listing redeem the number of Redeemable Ordinary Shares determined by the Market Capitalisation set out below:-

- (a) the rate of redemption if the notice referred to in Article 6.1.2 is served after 1st July 1989 but on or before 30th June 1990 is as follows:

<u>Market Capitalisation</u>	<u>Number Redeemed</u>	
	<u>"C" Redeemable Ordinary Shares</u>	<u>"D" Redeemable Ordinary Shares</u>
£20m (or above)	29,155	1,534
£19.5m (or above)	27,847	1,466
£19m (or above)	26,836	1,412
£18.5m (or above)	25,448	1,339
£18m (or above)	24,375	1,283
£17.5m (or above)	22,900	1,205
£17m (or above)	21,759	1,145
£16.5m (or above)	20,587	1,084
£16m (or above)	19,382	1,020
£15.5m (or above)	18,560	977
£15m (or above)	17,297	910
£14.5m (or above)	15,557	819
£14m (or above)	13,749	724
£13.5m (or above)	11,867	625
£13m (or above)	9,406	495
£12.5m (or above)	5,194	273
£12m (or above)	Nil	Nil

- (b) the rate of redemption if the notice referred to in Article 6.1.2 is served on or before 30th June 1989 is as follows:

<u>Market Capitalisation</u>	<u>Number Redeemed</u>	
	<u>"C" Redeemable Ordinary Shares</u>	<u>"D" Redeemable Ordinary Shares</u>
£11.5m (or above)	22,143	1,165
£11m (or above)	20,189	1,063
£10.5m (or above)	18,143	955
£10m (or above)	14,662	772
£9.5m (or above)	10,406	548
£9m (or above)	6,281	331

6.2.1 PROVIDED THAT

- (a) if no such redemption referred to in Article 6.1.3 shall have been effected before 1st July 1990 then all the Redeemable Ordinary Share will convert into "B" Ordinary Shares in accordance with Article 6.1.2
- (b) no such redemption referred to in Article 6.1.3 shall be effected following any redemption of Preference Shares made at the request of the Preference Shareholders by reason of any default
- (c) if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other conditions would constitute an Event of Default has occurred or would be likely to occur in the

opinion of the Bank after the payment of such redemption money no payment of the redemption monies shall be made unless the Bank shall have given its prior Consent in writing thereto or until there are no Sums Outstanding under the Loan Agreement.

6.2.2 The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that (i) Redeemable Ordinary Shareholders will receive the nominal value of the Redeemable Ordinary Shares plus any premium paid on the Redeemable Ordinary Shares and (ii) the Redemption Date shall in the case of a redemption pursuant to Article 6.1.3 above shall be the date immediately prior to listing and any failure to do any act by a shareholder shall not prejudice due and proper redemption hereunder.

6.2.3 Save as otherwise provided in these Articles the Ordinary Shares and the Redeemable Ordinary Shares shall rank pari passu.

7. MINIMUM DIVIDEND

7.1 Subject to the provisions of the Loan Agreement while there are any Sums Outstanding thereunder and subject to the payment of the Preference Dividend and provided that the "B" Director so requires by notice in writing given prior to the end of the relevant financial year the "B" Ordinary Shareholders and the Redeemable Ordinary Shareholders shall be entitled in respect of each financial year of the Company commencing on or after 1st January 1990 to a dividend (the "Minimum Dividend") of a cash sum (net of any associated tax credit) equal to 50 per cent. of the net profits (as hereinafter defined) of the Company and its subsidiaries for the relevant financial year; the Minimum Dividend (if any) shall be payable (without any resolution of the Directors or of the Company in general meeting) not more than 14 days after the Annual General Meeting at which the audited accounts of the Company for the relevant financial year are adopted such Annual General Meeting to be held no later than the "B" Director reasonably requires in each financial period and shall be distributed amongst the "B" Ordinary Shareholders and the Redeemable Ordinary Shareholders pro rata according to the nominal amount (but excluding any premium) paid up or credited as paid up on the "B" Ordinary Shares and the Redeemable Ordinary Shares held by them.

7.2 For the purpose of calculating the Minimum Dividend the expression "net profits" shall mean the net profits of the Company and its subsidiaries available for distribution as shown by the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year before any provision is made for the payment of any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserves other than the Preference Dividend and transfers to the Preference Share capital redemption reserve referred to above.

7.3 Subject as stated in Article 7.1 the Company shall procure the distribution to the Company in respect of each such financial year, whether by way of dividend, reduction of capital, liquidation of subsidiaries or otherwise, of sufficient of the profits of its subsidiaries to enable the Company to pay the Minimum Dividend. Subject to payment of the Minimum Dividend any further profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the shareholders

according to the amounts paid up or credited as paid up on the shares (excluding any premium) and in accordance with the rights attaching to such shares held by them respectively.

8. ISSUES OF SHARES

8.1 There will be no new issues of shares prior to Listing other than to effect a Listing.

8.2 Subject to these Articles the pre-emption provisions of sub-section (1) of Section 89 and sub-sections (1) to (6) of Section 90 of the Act shall apply to any allotment of the Company's equity securities after Listing PROVIDED THAT (a) for the purposes of those sub-sections the "A" Ordinary Shares and "B" Ordinary Shares and the Redeemable Ordinary Shares shall be treated as one class; (b) the period specified in Section 90(6) of the Act shall be 60 days and (c) the holders of equity securities ("Equity Shareholders") who accept shares shall be entitled to indicate that they would accept shares that have not been accepted by other Equity Shareholders ("Excess Shares") on the same terms as originally offered to all Equity Shareholders and any shares not so accepted shall be allotted to the Equity Shareholders who have indicated they would accept Excess Shares; such Excess Shares shall be allotted in the numbers in which they have been accepted by Equity Shareholders or if the number of Excess Shares is not sufficient for all Equity Shareholders to be allotted all the Excess Shares they have indicated they would accept then the Excess Shares shall be allotted as nearly as practicable in the proportion that the number of Excess Shares each Equity Shareholder indicated he would accept bears to the total number of Excess Shares applied for.

9. VOTES

Subject to the provisions of these Articles, Regulation 54 of Table A shall apply to the voting rights of the Shareholders of the Company save that when any decision is required to be made by the Company in respect of a breach by an "A" Shareholder of any provision of the Shareholders Agreement the holders of the "B" Ordinary Shares shall have three times the aggregate number of votes attached to the "A" Ordinary Shares apportioned pro rata amongst the "B" Ordinary Shares.

10. PERMITTED TRANSFERS

10.1 The Directors shall not register any transfer of shares in the Company save in the circumstances permitted by this Article and Articles 11, 12 and 13 and save as provided in this Article the shareholders shall not be entitled to transfer any shares whether by way of sale or otherwise except in accordance with the provisions of Articles 11, 12 and 13.

10.2 Without prejudice to Regulation 5 of Table A, any share held by a shareholder may be transferred to a person shown to the satisfaction of the "B" Director to be a nominee of or a trustee for that shareholder only (the "Beneficial Shareholder") PROVIDED THAT the provisions of this Article and Articles 11, 12, 13, 14 and 15 shall apply to any share so transferred as if it were still held by the Beneficial Shareholder. Any share held by such a nominee or trustee for such Beneficial Shareholder may be transferred to such

Beneficial Shareholder or subject to the proviso in this sub-paragraph to another nominee or trustee for such Beneficial Shareholder.

10.3 Any "B" Ordinary Shareholder or Redeemable Ordinary Shareholder which is a body corporate may transfer any shares to its ultimate parent company or any other body corporate controlled directly or indirectly by its ultimate parent company PROVIDED ALWAYS THAT the transferee gives an undertaking to the Company that in the event of any such body corporate ceasing to be controlled directly or indirectly by such ultimate parent company immediately prior to it so ceasing such shares shall be transferred to another body corporate so controlled.

10.4 Any share may be transferred at any time by a shareholder to any other person with the consent of the holders of ninety five per cent of the issued ordinary share capital for the time being of the Company.

10.5 Any shares which are held by or on behalf of a unit trust or other unincorporated association may be transferred to the holder or holders of units in such unit trust or unincorporated association, subject to the prior approval of the "B" Director.

11. TRANSFERS BY "A" SHAREHOLDERS

11.1 Any "A" Ordinary Shareholder wishing to transfer part or all of the Ordinary Shares held by him (the "Retiring Shareholder") shall first give a notice in writing (a "Sale Notice") to the Company specifying the number and denoting numbers (if any) of the "A" Ordinary Shares which the Retiring Shareholder wishes to sell (the "Sale Shares") which notice shall constitute the Company the agent of the Retiring Shareholder for the sale of the Sale Shares at market value (such value to be determined in accordance with the provisions of Article 11.6) ("Market Value").

11.2 On receipt of a Sale Notice the Company shall forthwith offer the Sale Shares at Market Value first to all the other "A" Ordinary Shareholders in proportion as nearly as may be to their existing holdings of "A" Ordinary Shares in the Company. Such offer shall to the extent that the same is not accepted within 42 days of the receipt of the Sale Notice by the Company be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the "A" Ordinary Shareholders who have accepted Sale Shares and if there be more than one such "A" Ordinary Shareholder in proportion as nearly as may be to their existing holding of "A" Ordinary Shares. Such offer shall to the extent that it is not accepted within 49 days of receipt of the Sale Notice by the Company be deemed to be declined.

11.3 If the Company shall not have found "A" Ordinary Shareholders willing to purchase all of the Sale Shares pursuant to Article 11.2 the Company shall forthwith offer the Sale Shares not so accepted to the "B" Ordinary Shareholders at Market Value in proportion as nearly as may be to the nominal amount of their respective holdings of "B" Ordinary Shares. Such offer shall to the extent that the same is not accepted within 70 days of receipt of the Sale Notice by the Company be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the "B" Ordinary Shareholders who have accepted Sale Shares and if there be more than one such "B" Ordinary Shareholder in proportion as nearly

as may be to their existing holdings of "B" Ordinary Shares. Such offer shall be to the extent that it is not accepted within 77 days of the receipt of the Sale Notice by the Company be deemed to be declined.

11.4 If the Company shall find purchasing shareholders in respect of all or (except where the Sale Notice provides otherwise) any of the Sale Shares it shall forthwith give notice thereof to the Retiring Shareholder which notice shall provide:-

11.4.1 the price for the Sale Shares is to be Market Value determined in accordance with this Article and

11.4.2 subject to the proviso contained in Article 12 the Retiring Shareholder shall have the right to revoke his Sale Notice and the purchasing shareholder shall have the right to withdraw the proposed purchase until either Market Value is agreed between them or the expiry of seven days of the date of the Chartered Accountant's determination of Market Value. In the event of withdrawal the shares comprised in such Sale Notice shall be offered as if the offer to the purchasing shareholder had been declined and all time limits shall be adjusted to run accordingly.

In the event of revocation the offer shall lapse and the provisions of this Article shall apply to any further attempt to transfer the Sale Shares

11.4.3 if the Retiring Shareholder does not revoke his Sale Notice and the purchasing shareholder does not withdraw as provided above then they shall be bound to complete the sale and purchase within seven days of the end of the period of revocation or withdrawal specified in Article 11.4.2.

11.5 If the Company shall not find purchasing shareholder(s) pursuant to the above provisions for all of the Sale Shares or if through no default of the Retiring Shareholder the purchase of any of the Sale Shares is not completed within the time period specified above the Retiring Shareholder shall be at liberty at any time within one month after the determination of Market Value or if later within six months after the first service of the Sale Notice to transfer such of the Sale Shares as were not accepted by purchasing shareholder(s) or in respect of which the sale was not completed as aforesaid or (in any case where the Sale Notice stated that the Retiring Shareholder required to sell all and not part only of the Sale Shares) all of the Sale Shares to any person he may wish and at Market Value or any higher or (subject as provided below) lower price PROVIDED THAT no Sale Shares shall be sold at a lower price than Market Value without first serving a further Sale Notice upon the Company specifying such lower price as the price at which such Sale Shares are offered and all the provisions of this Article 11 shall apply to such further Sale Notice save that Market Value shall be deemed to be such lower price.

11.6 The market value of the Sale Shares shall be determined by agreement between the Retiring Shareholder and the purchasing shareholders but in default of agreement thereon within fourteen days of the first offering of the Sale Shares or any of them to such shareholders shall be calculated on the basis of a sale between a willing seller and a willing purchaser (as at

the date of the Sale Notice) and shall be certified by an independent Chartered Accountant of not less than five years standing to be agreed between the parties and in default of agreement to be appointed by the President for the time being of The Institute of Chartered Accountants in England and Wales on the application of the Retiring Shareholder or any purchasing shareholder. In so certifying the said Chartered Accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the parties. In calculating the market value no regard shall be had to the fact that the Sale Shares constitute a majority or minority interest in the Company or to the fact that their transferability is restricted by these Articles.

11.7 In the event of the Retiring Shareholder failing to carry out the sale of any of the Sale Shares after the expiry of the time limit for revocation the Directors may authorise some person to execute a transfer of the Sale Shares to the purchasing shareholder(s) and the Company may give a good receipt for the purchase price of such Sale Shares and may register the purchasing shareholder(s) as holders thereof and issue to them certificates for the same whereupon the purchasing shareholder(s) shall become indefeasibly entitled thereto. The Retiring Shareholder shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Retiring Shareholder shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Retiring Shareholder but without interest. If such certificate shall comprise any shares which the Retiring Shareholder has not become bound to transfer as aforesaid the Company shall issue to the Retiring Shareholder a certificate for such shares.

11.8 The cost of obtaining a certificate of Market Value shall be borne equally by the Retiring Shareholder and the purchasing shareholder(s) PROVIDED THAT if any Retiring Shareholder shall within twelve months of revoking a Sale Notice serve a further Sale Notice in respect of any of the Shares comprised in an earlier Sale Notice the cost of obtaining a certificate relating to such further Sale Notice shall be borne wholly by such Retiring Shareholder.

12. DEEMED SALE NOTICE

12.1 Subject to Article 12.2 in any case where an "A" Ordinary Shareholder ceases to be either a director or an employee of the Company or any of its subsidiaries (and is not continuing as either a director or an employee of the Company or of another subsidiary, as the case may be) for a reason other than redundancy or the termination of his directorship or employment by the Company without good cause whether or not by due notice he shall be deemed to have served an Sale Notice pursuant to Article 11 above in respect of his entire holding of "A" Ordinary Shares (including any shares held for him pursuant to Article 10.2) and the provisions of Article 11 shall apply in relation thereto PROVIDED THAT a Sale Notice deemed to be given by such director or employee in the circumstances herein referred to shall not be capable of revocation.

12.2 PROVIDED THAT F.R. Tipping continues as a director and employee of the Company or any of its subsidiaries until he reaches the age of 65 the provisions of Article 12.1 will not apply to the "A" Ordinary Shares held by him.

13. TRANSFER OF PREFERENCE SHARES "B" ORDINARY SHARES AND REDEEMABLE ORDINARY SHARES

13.1 The Preference Shares shall be freely transferable and the provisions and restrictions of Articles 10, 11 and 12 shall not apply to the Preference Shares.

13.2 Prior to 30th June 1991 the provisions of Article 11 shall apply mutatis mutandis to the transfer whether by way of sale or otherwise of the "B" Ordinary Shares or the Redeemable Ordinary Shares save that references to "A" Ordinary Shares and "A" Shareholders shall be read and construed as references to "B" Ordinary Shares and/or Redeemable Ordinary Shares and to "B" Ordinary Shareholder and/or Redeemable Ordinary Shareholders and references to "B" Ordinary Shareholders shall be read and construed as references to "A" Ordinary Shareholders (or their nominees).

13.3 After 30th June 1991 the "B" Ordinary Shares and the Redeemable Ordinary Shares shall be freely transferable and the provisions and restrictions of Articles 10, 11 and 12 shall not apply to the "B" Ordinary Shares and Redeemable Ordinary Shares.

14. CONVERSION ON TRANSFER OF "A" ORDINARY SHARES AND "B" ORDINARY SHARES

14.1 Any "A" Ordinary Share transferred to a "B" Ordinary Shareholder shall (without further authority than is herein contained being necessary) forthwith on the transfer of the same be deemed to have been converted into a "B" Ordinary Share having all the rights, privileges and restrictions attaching to the "B" Ordinary Shares.

14.2 Any "B" Ordinary Share transferred or issued to an "A" Ordinary Shareholder shall (without further authority than is herein contained) forthwith on the transfer of the same be deemed to have been converted into an "A" Ordinary Share having all the rights privileges and restrictions attaching to the "A" Ordinary Shares.

15. TRANSFERS CHANGING CONTROL

15.1 Notwithstanding anything in these Articles no sale or transfer of any "A" Ordinary Shares, "B" Ordinary Shares or Redeemable Ordinary Shares to any person whomsoever conferring the right to vote at general meetings of the Company which would result if made and registered in a person whether or not then a member of the Company obtaining or increasing a controlling interest in the Company (the "Specified Shares") shall be made or registered without the previous written consent of the holders of seventy five per cent. each of the "A" Ordinary Shares, "B" Ordinary Shares and Redeemable Ordinary Shares (treated for this purpose as three separate classes) unless before the transfer is lodged for registration the proposed transferee or his nominee has made an offer (stipulated to be open for acceptance for at least twenty-eight days) to purchase all the other "A" Ordinary Shares and "B" Ordinary Shares and Redeemable Ordinary Shares at the Specified Price (as hereinafter defined) and the Preference Shares at par plus an amount equal to any arrears and accruals of the Preference Dividend which offer every shareholder shall be bound within twenty-eight days of the making of such

offer to him either to accept or reject in writing (and in default of so doing shall be deemed to have rejected the offer)

PROVIDED THAT the provisions of this Article shall not apply to the acquisition of shares by a person who was at 27th May 1987 an existing shareholder.

15.2 For the purpose of this Article:-

15.2.1 the expression "a controlling interest" shall mean shares conferring in the aggregate 40 per cent. or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all general meetings and shall include shares held by all persons who in relation to each other are Connected Persons or persons acting in concert within the meaning of the City Code on Takeovers and Mergers;

15.2.2 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment; and

15.2.3 the "Specified Price" shall mean a price per share at least *pari passu* with that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Specified Shares. In the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by and acting at the joint expense of the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales at the request of any of the parties concerned) whose decision shall be final and binding.

16. MATTERS REQUIRING CONSENT OF "B" DIRECTOR

In addition to any other authority required in law the following matters all require to be authorised by the "B" Director in writing to the intent that this Article shall be a special right of the "B" Ordinary Shareholders as a class.

16.1 the sale, lease, transfer or other disposition in any financial year of the Company of

- (a) the whole, or any significant part, of the undertaking of the Company; or
- (b) the sale or other disposal of a subsidiary of the Company; or
- (c) the whole, or any significant part of the undertaking of a subsidiary of the Company; or

the net assets of which represent more than 2 per cent. of the net tangible assets attributable to the Company and its subsidiaries taken as a whole, as shown by the latest available audited consolidated balance sheet of the Company and its subsidiaries (adjusted, as appropriate, to reflect any deterioration since the balance sheet date if any Director so requires and he shall so require if he has any reason to believe the net tangible assets have decreased since such date) or if no such balance sheet is available then assets having a value of greater than £100,000 PROVIDED THAT for the purposes of this Article all disposals in any financial year of the Company shall be aggregated for the purposes of assessing whether authorisation is required;

16.2 any action is commenced to wind up or dissolve the Company or any subsidiary of the Company;

16.3 the alteration of the accounting reference date of the Company or any subsidiary of the Company;

16.4 any variation in the authorised or issued share or loan capital or the creation or the granting of any options or other rights to subscribe for shares or to convert into shares in the capital of the Company or any subsidiary of the Company;

16.5 any capital expenditure by the Company and its subsidiaries in any one financial year of the Company of an amount in excess of 3 per cent. of the net tangible assets attributable to the Company and its subsidiaries taken as a whole as shown by the latest available audited consolidated balance sheet of the Company and its subsidiaries (adjusted as appropriate, to reflect any deterioration since the balance sheet date if any Director shall so require and he shall so require if he has any reason to believe the net tangible assets have decreased since such date) or if no such balance sheet is available then capital expenditure shall not exceed £150,000 in any financial year of the Company;

16.6 any material change in the nature of the business of the Company and its subsidiaries taken as a whole;

16.7 the creation of any one or more mortgages, charges or encumbrances on any asset of the Company or its subsidiaries to secure an amount or amounts aggregating in any one financial year of the Company, in excess of £100,000 or the giving by the Company or any of its subsidiaries of any guarantee for such an amount or amounts;

16.8 the entry into or any variation of any Shareholder-related Contract or any variation of the remuneration or other benefits payable thereunder;

16.9 the making by the Company or any of its subsidiaries of any contract outside the ordinary course of their respective businesses or otherwise than at arm's length;

16.10 any alteration to the Memorandum or Articles of Association of the Company or any of its subsidiaries;

16.11 entering into by the Company or any of its subsidiaries of any lease, licence, tenancy or other similar obligation where the rental or other payments thereunder exceed or are likely to exceed £50,000 per annum; and the entering into by the Company and its subsidiaries of any such commitments whereby the rental or other payments in the aggregate exceed or are likely to exceed £100,000 in any year;

16.12 the declaration or distribution of any dividend or other payment out of the distributable profits of the Company other than dividends payable in respect of the Preference Shares, the redemption of the Preference Shares and the Redeemable Ordinary Shares and the Minimum Dividend payable pursuant to Article 7;

16.13 the incorporation of a new subsidiary or the purchase of any shares in any company;

16.14 the appointment of any director to the Board of the Company or any subsidiary of the Company

16.15 the appointment of any auditors of the Company or of any subsidiary of the Company (other than the reappointment of an existing auditor)

17. RESTRICTIONS ON THE COMPANY

Unless the Company is in default of its obligations under Article 5, whilst any "A" Ordinary Shares remain in issue except with such consent or sanction on the part of the holders of the "A" Ordinary Shares as is required for a modification of the rights attaching to such shares:-

- (a) no shares in the Company shall be issued nor shall any right to require the issue of any shares in the Company be granted;
- (b) no shares in the Company shall be consolidated, divided, sub-divided or cancelled;
- (c) the Company shall not reduce its share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve fund in any manner for which the consent of the Court would be required pursuant to law;
- (d) there shall be no alteration in or addition to the Memorandum or Articles of Association of the Company;
- (e) there shall be no material change in the nature of the business of the Company and its subsidiaries taken as a whole;
- (f) the Company shall not resolve to wind up or dispose of the whole or a substantial part of the undertaking, property or assets of the Company and its subsidiaries taken as a whole.

18. ADJOURNED MEETINGS

If a meeting is adjourned under Regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present

within half an hour from the time appointed for the meeting, the shareholders present shall form a quorum, and Regulation 41 of Table A shall be modified accordingly.

19. POLLS

A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and having the right to vote at the meeting and Regulation 46(b) of Table A shall be modified accordingly.

20. DIRECTORS' BORROWING POWERS

20.1 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party PROVIDED THAT the Directors shall procure that (except with the consent of the "B" Director the aggregate of the amounts for the time being remaining undischarged or owing by the Company and its subsidiaries by way of borrowed monies (but excluding any inter-company loans, mortgages and charges) shall not exceed whichever is the greater of £4,700,000 or an amount equal to 2 times the aggregate of the amount for the time being paid up or credited as paid up on the issued share capital of the Company and the net amounts for the time being standing to the credit of the consolidated reserves (including but not limited to share premium account, capital redemption reserve, and profit and loss account) of the Company and its subsidiaries all based on the latest audited consolidated balance sheet of the Company and its subsidiaries but:-

20.1.1 adjusted as may be appropriate to reflect any variations since the date of such balance sheet in the amount of such paid up capital the share premium account and the capital redemption reserve;

20.1.2 excluding any amounts set aside for deferred taxation and any amounts attributed to minority interests in subsidiaries of the Company;

20.1.3 deducting any amounts attributed to goodwill or other intangible assets;

20.1.4 deducting any amount equal to any distribution by the Company out of profits earned prior to the date of such balance sheet and which have been declared, recommended or made since that date except so far as provided for in such balance sheet.

20.2 For the purposes of this Article "borrowed monies" shall be deemed to include the following except in so far as otherwise taken into account:-

20.2.1 the aggregate amounts outstanding in respect of facilities afforded to the Company and its subsidiaries from any bank, acceptance house, financial institution or any other person whatsoever, whether by way of overdraft, loan, acceptance credit or otherwise howsoever;

20.2.2 any sums of money the repayment whereof by a person other than the Company or any subsidiary is the subject of a guarantee or indemnity by the Company or its subsidiaries;

20.2.3 any amounts included in the balance sheet or the notes thereto representing the liability in respect of leases and hire purchase commitments.

20.2.4 the principal amount of any debenture (whether secured or unsecured) of any of the Company and its subsidiaries owned otherwise than by any of the Company and its subsidiaries;

20.2.5 the principal amount of any preference share capital of any subsidiary owned otherwise than by any of the Company and its subsidiaries; and

20.2.6 borrowings any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing;

but shall be deemed not to include:-

20.2.7 borrowings for the purposes of repaying the whole or any part of borrowings by any of the Company and its subsidiaries for the time being outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and

20.2.8 borrowings for the purpose of financing any contract in respect of which any part of the price receivable by any of the Company and its subsidiaries is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade and Industry or by any other Governmental department fulfilling a similar function, to an amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured.

20.3 A report by the Auditors as to the aggregate amount which may at any one time in accordance with the provisions of this Article be owing by the Company and its subsidiaries shall be conclusive in favour of the Company and all persons dealing with the Company.

20.4 When the aggregate amount of borrowings required to be taken into account for the purposes of this Article on any particular day is being ascertained, any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:-

20.4.1 at the rate of exchange prevailing on that day in London PROVIDED THAT all but not some only of such moneys shall be converted at the rate of exchange prevailing in London six months before such day if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business) or

20.4.2 to the extent that the repayment of such moneys is specifically covered by a forward purchase contract at the rate of exchange specified therein.

20.5 No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no

security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed had been or was thereby exceeded.

21. DIRECTORS.

21.1 Unless otherwise determined by ordinary resolution the number of Directors (other than alternate directors) shall be not less than two.

21.2 A Director shall not retire by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment. Regulations 78 and 79 of Table A shall be modified accordingly.

21.3 The office of Director shall be vacated if the Director in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director, and Regulation 81 of Table A shall be modified accordingly.

22. "B" DIRECTOR

22.1 The holders of seventy-five per cent. of the "B" Ordinary Shares shall be entitled to appoint and remove a Director of the Company ("B" Director"), and the "B" Director shall be entitled to receive an annual fee of £10,000 plus VAT payable quarterly in arrears in respect of such appointment together with all expenses incurred by him in connection with his appointment as a Director. Such appointment shall be made by notice in writing served upon the Company at its registered office.

22.2 No creation of or amendment to any Shareholder-related Contract or any variation of any payment or any benefits arising thereunder shall be made without the consent in writing of the "B" Director.

23. BOARD MEETINGS

Meetings of the Board of Directors shall take place no less frequently than once per calendar month and at least seven clear working days notice of each meeting shall be given to each Director provided that if a majority in number of the Directors agree to less frequent meetings and/or to a shorter period of notice then board meetings may be called less frequently and/or on such agreed shorter period of notice provided further that such majority so agreeing must include the "B" Director. All Board Meetings shall take place in the United Kingdom save with such agreement as aforesaid.

DCJ.27.C.227E.AAE1



COMPANIES FORM No. 123

Notice of increase
in nominal capital

20 16

123

Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use Company number

[Hn]

1938746

Name of company

* SWIFT 415 LIMITED

*Insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 27th May, 1987 the nominal capital of the company has been
increased by £ 96,038.94 beyond the registered capital of £ 100,000.

†The copy must be
printed or in some
other form approved
by the registrar

A copy of the resolution authorising the increase is attached.†

The conditions (e.g. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follows:

See attached print of resolutions.

Please tick here if
continued overleaf



§Delete as
appropriate

Signed

[Director] [Secretary] § Date 27th May, 1987

Presenter's name, address and
reference (if any):

MCJ/JEA
Ashurst Morris Crisp
Broadgate House,
7 Eldon Street,
London,
EC2M 7HD

For official use

General section

Post room



The Solicitors' Law Stationery Society plc, Oyez House, 27 Crimscoth Street, London SE1 5TS

Companies G123

1985 Edition
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THE COMPANIES ACT, 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTION

- of -

SWIFT 415 LIMITED

Passed the 12th day of May, 1988



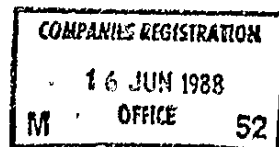
At the ANNUAL GENERAL MEETING of the Members of the above named Company, duly convened, and held at the Spa Hotel, Mount Ephraim, Tunbridge Wells, Kent, on the 12th day of May, 1988 the following SPECIAL RESOLUTION was passed:-

That the Company's name be changed to SERVOMEX INTERNATIONAL LIMITED.


Chairman.



bar £40
100370



FILE COPY



**CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME**

No. 1938746

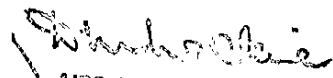
I hereby certify that

SWIFT 415 LIMITED

having by special resolution changed its name,
is now incorporated under the name of

SERVOMEX INTERNATIONAL LIMITED

Given under my hand at the Companies Registration Office,
Cardiff the 28 JUNE 1988


M. D. B. JONES

an authorised officer

SERVOMEX INTERNATIONAL LIMITED

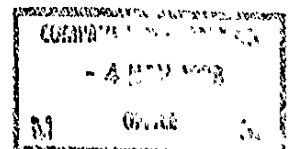
I hereby certify that the following special resolutions were duly passed, by signature on instruments of like form, of all of the members of Servomex International Limited for the time being entitled to receive notice of and attend and vote at General Meetings of the Company: 1- 4 JUL 1988

THAT:-

- (a) the Savings-Related Share Option Scheme in the form attached hereto be hereby approved and adopted;
- (2) the Directors shall have general authority to exercise all the power of the Company under Section 80(1) of the Companies Act 1985 to issue and allot up to 3,389 "A" Ordinary Shares of £1 each for a period expiring on 4th October 1993.

SPECIAL RESOLUTIONS

- (3) the Directors are hereby empowered, pursuant to Section 95 of the Companies Act 1985, to allot equity securities (within the meaning of Section 94(2) of the Companies Act 1985) of the Company pursuant to authority conferred by the Resolution 2 (above) as if Sections 89(1) and 90(1) to (6) of the Companies Act 1985 did not apply to such allotment for a period expiring on 4th October 1993.
- (4) Article 4 shall be amended by the deletion of the words "100,000 "A" Ordinary Shares" in the second line thereof and the substitution therefor of the words "95,000 "A" Ordinary Shares" and by the addition of the words "5,000 "E" Ordinary Shares of £1 each" after the words "1,534" "D" Redeemable Ordinary Shares of £1 each" in the fourth line thereof;
- (5) Article 6.1.1. shall be amended by the addition of the words "'E" Ordinary Shares" after the words "'B" Ordinary




Shares" in the second line thereof;

- (6) Articles 8.1 shall be amended by the deletion of the words "effect a Listing" in the second line thereof and the insertion in their place of the words "issue up to 3,389 "A" Ordinary Shares under the Servomex Savings - Related Share Option Scheme";
- (7) Article 8.2 shall be amended by the addition of the words "'E" Ordinary Shares" after the words "'B" Ordinary Shares" in the fifth line thereof;
- (8) Article 9 shall be amended by the addition of the words "or an "E" Ordinary Shareholder" after the words "'A" Shareholder" in the fourth line thereof and by the addition of the words "and "E" Ordinary Shares respectively" after the words "'A" Ordinary Shares" in the sixth line thereof;
- (9) Article 10.4 shall be amended by the deletion of the words "ninety five" in the second line thereof and the insertion in their place of the words "one hundred".
- (10) A new Article 11.9 be inserted after Article 11.8 as follows:-

"The provisions of Article 11 shall apply mutatis mutandis to the transfer whether by sale or otherwise of the "E" Ordinary Shares save that reference to "A" Ordinary Shares and "A" Shareholders shall be read and construed as references to "E" Ordinary Shares and to "E" Ordinary Shareholders and references to "E" Ordinary Shareholders shall be read and construed as references to "A" Ordinary Shareholders (or their nominees)".

- (11) Article 12.1 shall be amended by (i) the addition of the words "or an "E" Ordinary Shareholder" after the words "an "A" Ordinary Shareholder" in the first line thereof (ii) the deletion of the words "for a reason other than redundancy or the termination of his directorship or employment by the Company without good cause whether or not by due notice" in the fourth, fifth and sixth lines thereof and (iii) the addition of the words "or "E" Ordinary Shares" after the words "A" Ordinary Shares" in the eighth line thereof.

- (12) Article 12.2 shall be amended by the deletion of the words "F.R. Tipping" in the first line thereof and the insertion in their place of the words "an "E" Ordinary Shareholder" and the deletion of the words "A" Ordinary Shares" in the penultimate line thereof and the insertion in their place of the words "E" Ordinary Shares.
- (13) Article 14.1 shall be amended by the addition of the words "or "E" Ordinary Shares" after the words "'A" Ordinary Share" in the first line thereof.
- (14) Article 14.2 shall be amended by the addition of the words "or "E" Ordinary Shareholder" after the word "Shareholder" in the beginning of the second line thereof and the inclusion of the words "or "E" Ordinary Share (as the case may be)" after the words "'A" Ordinary Share" in the fourth line thereof and the addition of the words "or "E" Ordinary Shares" after the words "A" Ordinary Shares" in the last line thereof.
- (15) Article 15.1 shall be amended by the addition of the words "'E" Ordinary Shares" after the words "'B" Ordinary Shares" in the second, eighth and thirteenth line thereof.
- (16) Article 17 shall be amended by the addition of the words "or "E" Ordinary Shares" after the words "'A" Ordinary Shares" in the second and third lines thereof.


.....
R.M. Gordon,
Company Secretary.

THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION
OF
SERVOMEX INTERNATIONAL LIMITED
Incorporated the 14th day of August 1985

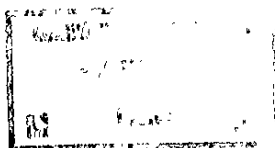
Company No: 1938746

AS AMENDED BY SPECIAL RESOLUTIONS
Passed on 4th July 1988

Clifford Chance
Blackfriars House,
19 New Bridge Street,
London. EC4V 6BY

Ref: DON/DCJ/DRD

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Company No: 1938746

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

SERVOMEX INTERNATIONAL LIMITED

(Amended by Special Resolutions passed
on 4th July, 1988)

1. DEFINITIONS

The headings shall not affect the construction hereof and in the interpretation of these Articles unless the context otherwise requires the following words and expressions shall bear the meanings set opposite them:-

"the Act"	the Companies Act 1985
"Director"	a director for the time being of the Company
"A" Ordinary Share"	an "A" Ordinary Share of £1 in the capital of the Company as hereinafter provided
"A" Ordinary Shareholder"	a holder for the time being of "A" Ordinary Shares
"B" Director"	a director appointed pursuant to Article 22
"B" Ordinary Share"	a "B" Ordinary Share of £1 in the capital of the Company as hereinafter provided
"B" Ordinary Shareholder"	a holder for the time being of "B" Ordinary Shares
"Bank"	Manufacturers Hanover Trust Company and its successors in title and assigns
"Consent"	in relation to a consent capable of being given by the Bank such consent that the Bank may give in its sole and absolute discretion

"C" Redeemable Ordinary Shares"	"C" Redeemable Ordinary Share of £1 in the capital of the Company as hereinafter provided
"C" Redeemable Ordinary Shareholder"	a holder for the time being of "C" Redeemable Ordinary Shares
"D" Redeemable Ordinary Share"	a "D" Redeemable Ordinary Share of £1 in the capital of Company, as hereinafter provided
"D" Redeemable Ordinary Shareholder"	a holder for the time being of "D" Redeemable Ordinary Shares
"E" Ordinary Share"	an "E" Ordinary Share of £1 in the capital of the Company as hereinafter provided
"E" Ordinary Shareholder"	a holder for the time being of "E" Ordinary Shares in the Company
"Event of Default"	any one of the events specified in sub-clause 9.1 of the Loan Agreement
"Listing"	the admission of any of the Company's shares to the official list of The Stock Exchange of the United Kingdom and Ireland ("the Stock Exchange") or the grant of permission to deal in any of the Company's shares on any other public securities market (including the Unlisted Securities Market of The Stock Exchange)
"Loan Agreement"	the loan agreement dated 27th May, 1987 made between the Company and the Bank as the same may be amended or supplemented from time to time
"Market Capitalisation"	the result of $P \times N + X$
	Where:
	"P" means the price at which the Company's shares which are the subject of the Listing are offered to or placed with the public (or, in the case of an offer for sale by tender, the minimum tender price under such offer) as part of the Listing arrangements; and
	"N" means the total number of the Company's shares allotted or in issue immediately following Listing (excluding any new Shares which are to be or have been newly subscribed in

	order to raise additional capital as part of the Listing arrangements or to finance the redemption of the Preference Shares)
	"X"
	means the nominal value of all Preference Shares unredeemed prior to the issue of any new shares issued in order to redeem the Preference Shares (plus any arrears of dividend on the Preference Shares)
"Minimum Dividend"	as defined in Article 7
"Preference Share"	a Redeemable Cumulative Preference Share of 1p in the capital of the Company
"Ordinary Share"	An "A" Ordinary Share "B" Ordinary Share or "E" Ordinary Share
"Ordinary Shareholder"	a holder for the time being of Ordinary Shares
"Preference Shareholder"	a holder for the time being of Preference Shares
"Redeemable Ordinary Share"	a "C" Redeemable Ordinary Share or a "D" Redeemable Ordinary Share
"Redeemable Ordinary Shareholder"	a holder for the time being of a Redeemable Ordinary Share
"Shareholder-related Contract"	any contract, agreement, arrangement or transaction, including in particular contracts of employment or for the provision of services, made between any "A" Ordinary Shareholder (or person who in relation to such "A" Ordinary Shareholder is a Connected Person) and the Company or any holding company of the Company or any subsidiary of the Company or of any such holding company
"Table A"	Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) in force at the date of adoption of these Articles
"Connected Person"	as defined by Section 533 Income and Corporation Taxes Act 1970
"Shareholders Agreement"	the agreement dated 27th May, 1987 made between (1) the Company (2) J. Burton and others and (3) Barclaytrust International Limited and

Manufacturers Hanover Limited
relating, inter alia, to the
subscription for shares in the Company

Words and expressions defined in the Act shall, unless the context otherwise requires, have the same meanings in these Articles. The singular shall include the plural and vice versa. The expression "shareholder" includes his personal representatives.

The expression "Sums Outstanding" in relation to the Loan Agreement shall be construed to include (i) any amount at any time owing by the Company to the Bank whether or not immediately due and payable and whether actual or contingent of whatsoever nature and (ii) any amount at any time available to be drawn by the Company from the Bank pursuant to the provisions of the Loan Agreement

2. TABLE A

The Regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The first sentence of Regulation 24 and Regulations 64, 73-77 inclusive, 80 and 87 of Table A shall not apply, but subject as aforesaid, and in addition to the remaining Regulations of Table A the following shall be the Articles of Association of the Company.

3. PRIVATE COMPANY

The Company is a private company and accordingly any invitation to the public to subscribe for any shares or debentures of the Company is prohibited.

4. SHARE CAPITAL

The share capital of the Company at the date of adoption of these Articles is £196,038.94 divided into 95,000 "A" Ordinary Shares of £1 each, 32,304 "B" Ordinary Shares of £1 each, 29,155 "C" Redeemable Ordinary Shares of £1 each, 1,534 "D" Redeemable Ordinary Shares of £1 each 5,000 "E" Ordinary Shares of £1 each and 3,304,594 Preference Shares of 1p each.

5. PREFERENCE SHARES

The rights attaching to the Preference Shares are as follows:-

5.1 As regards income

5.1.1 The Preference Shares shall confer on the holders thereof the right to receive, in priority to the transfer of any sum to reserves or any rights of the holders of any other class of shares in the capital of the Company and payable without any resolution of the Directors or of the Company in general meeting, a fixed

cumulative preferential dividend ("Preference Dividend") at the following rates:

<u>Rate per Annum</u>	<u>Period</u>
600 per cent	from date of issue to 30th June 1988
800 per cent	from 1st July 1988 to 30th June 1991
1,100 per cent	from 1st July 1991 and thereafter

all net of any associated tax credit on the nominal amount of the capital for the time being paid up thereon. The Preference Dividend shall accrue from day to day and be paid without prejudice to the provisions of Article 5.1.3 half-yearly on 1st October and 1st April in each year in respect of the half-years ending on 30th June and 31st December, respectively preceding such dates out of the profits of the Company available for distribution PROVIDED THAT the first such payment shall be made on 1st April 1988 and shall be calculated from 27th May 1987. Any amount not so paid shall be carried forward and be payable in priority to the Preference Dividend payable on any later date.

5.1.2 The rate at which the Preference Dividend is payable shall be a rate per annum compounded with rests on the due dates for payment thereof, and the amount payable in respect of an overdue dividend shall be increased accordingly.

5.1.3 Although a Preference Dividend shall be due and payable in accordance with these Articles no payment shall be made in respect thereof to any Preference Shareholder unless and until at the date of such payment the Company:-

- (i) in relation to a Preference Dividend to be paid on 1st April shall have compiled and approved the financial statements relating to the accounting period for the financial year ending 31st December immediately prior to such date and referred to in sub-clause 8.1.1 of the Loan Agreement and copies of the same shall have been delivered to the Bank and in relation to a Preference Dividend to be paid on 1st October shall have compiled the financial statements relating to the accounts for the period ending June 30th prior to such date and referred to in sub-clause 8.1.3 of the Loan Agreement and a copy of the same shall have been delivered to the Bank; and
- (ii) is in compliance with the obligations contained in sub-clause 8.10 of the Loan Agreement and would remain so immediately

following such payment while there are any Sums Outstanding under the Loan Agreement

or unless the Bank shall have given its prior Consent thereto in writing

5.2 As regards capital

On a return of capital on liquidation or otherwise the assets of the Company available for distribution amongst the Shareholders shall be applied, in priority to any payment to the holders of any other class of shares in the capital of the Company, in paying to the Preference Shareholders:-

- (i) first, the nominal amounts paid up on and any premium paid in respect of the Preference Shares held by them;
- (ii) secondly a sum equal to any arrears or deficiency of the Preference Dividend to be calculated down to the date of return of capital and to be payable irrespective of whether or not such dividend has been declared or earned.

5.3 Further Participation

The Preference Shares shall not confer any further right of participation in the profits or assets of the Company.

5.4 As regards redemption

5.4.1 The Company shall redeem for cash at par plus a premium of 99p per share on the following dates the following proportions in nominal amount of the Preference Shares then outstanding, namely,

15th May 1992	one seventh
15th May 1993	one sixth
15th May 1994	one fifth
15th May 1995	one fourth
15th May 1996	one third
15th May 1997	one half
15th May 1998	the whole

Each such date is referred to as a Redemption Date ("Redemption Date").

PROVIDED THAT if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other condition would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption monies no payment of the redemption monies shall be made when they are due unless the

Bank shall have given its prior Consent in writing thereto or until there are no Sums Outstanding under the Loan Agreement;

5.4.2 Each such redemption of some but not all of the Preference Shares shall be made amongst the holders thereof pro rata as nearly as possible to their holdings of Preference Shares;

5.4.3 Without prejudice to the proviso contained in Article 5.4.1. upon the Redemption Date the nominal value of the Preference Shares to be redeemed and any premium in respect thereof and any Preference Dividend due thereon ("the redemption moneys") shall become a debt due and payable by the Company to the relevant Preference Shareholders and subject to receipt of the relevant share certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall forthwith upon the Redemption Date pay the redemption moneys to the appropriate shareholder;

5.4.4 On redemption the Company shall cancel the share certificate of the shareholder concerned and, in the case of a redemption of part of the Preference Shares included in the certificate, without charge issue a fresh certificate for the balance of Preference Shares not redeemed;

5.4.5 As from the relevant Redemption Date the Preference Dividend shall cease to accrue on any shares due to be redeemed on that date unless on the presentation of the certificate (or an indemnity as aforesaid) relating thereto the Company fails to make payment of the redemption moneys or as a result of the proviso contained in Article 5.4.1 the Company does not make payment of those monies in which case the Preference Dividend shall be deemed to have continued and shall continue to accrue from the relevant Redemption Date to the date of payment;

5.4.6 The Company shall establish a Preference Share capital redemption reserve and shall transfer in each financial year commencing after 31st December 1988 to such reserve out of the profits available for distribution after payment of the Preference Dividend such amount as may be necessary so that the reserve is not less than £330,460 times N where N is equal to the number of complete years expired since the date of issue of the Preference Shares PROVIDED THAT such reserve need not exceed the aggregate of the total amount from time to time payable on redemption of the Preference Shares then outstanding. Such reserve shall be used solely for the purposes of redeeming the Preference Shares and shall not be used for any other purpose save with the consent of the holders of not less than 75 per cent. of the Preference Shares in general meeting or in writing.

5.5 As regards voting

Preference Shareholders shall be entitled to receive notice of and to attend and speak but not to vote at all General Meetings of the Company unless the Company:-

- a) shall not have paid the Preference Dividend on a due date for payment, or
- b) shall have failed to make payment of the redemption moneys due on a redemption of the Preference Shares

when the Preference Shareholders shall be entitled to receive notice of, to attend and until payment or redemption to vote at any General Meeting of the Company and on a show of hands each Preference Shareholder present in person or by proxy shall have one vote and on a poll shall have one vote for every Preference Share of which he is the holder.

5.6 Matters requiring Consent of Preference Shareholders

So long as any Preference Shares shall remain outstanding and except with such consent or sanction on the part of the Preference Shareholders as is required for a variation of the special rights attached to such shares:-

5.6.1 the Company shall not modify or vary the rights attaching to its Ordinary Shares or Redeemable Ordinary Shares, or the terms of its Preference Shares;

5.6.2 the Company shall not pass any resolution for reducing its Ordinary Shares or Preference Shares or (save for the purpose of redeeming any of the Preference Shares or the Redeemable Ordinary Shares) the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve in any manner or reduce any uncalled liability in respect of partly paid shares;

5.6.3 the Company shall not make any distribution payment or return to shareholders (other than in respect of the Preference Shares and the Redeemable Ordinary Shares) of a capital nature;

5.6.4 the Company shall not issue any further shares ranking as regards participation in the profits or assets of the Company in priority to or pari passu with the Preference Shares;

5.6.5 the Company shall not permit any subsidiary to issue (other than to the Company or another wholly-owned subsidiary of the Company) any shares ranking as regards participation in the assets or profits of that subsidiary in priority to its ordinary share capital nor shall any disposal be made by the Company or by any

subsidiary of the Company of any such shareholder (otherwise than as aforesaid);

5.6.6 the Company shall not capitalise any undistributed profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of its share premium account or capital redemption reserve

5.7 Early redemption by Preference Shareholders

5.7.1 Without prejudice to the provisions of Article 5.7.2 the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to require redemption of all the Preference Shares then in issue immediately upon the happening of any one or more of the following events:-

5.7.1.1 any Preference Dividend or any part thereof is not paid within six months of the due date whether or not such dividend shall have been declared or earned or otherwise be in law capable of being paid by the Company; or

5.7.1.2 any amount due on redemption of any Preference Shares is not paid within seven days of the due date whether or not sufficient profits or other funds are in law available for such redemption; or

5.7.1.3 any material breach (other than a breach by a Preference Shareholder a Redeemable Ordinary Shareholder or a "B" Ordinary Shareholder) has occurred of the provisions of Articles 5, 10, 11, 12, 16 and 20 of these Articles

and the provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect in relation to such redemption mutatis mutandis save that the Redemption Date shall be the date of such notice

PROVIDED THAT the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to withdraw any notice requiring redemption before such redemption has taken place

5.7.2 Although the redemption monies in respect of the Preference Shares shall be immediately due and payable pursuant to Article 5.7.1 no such payment of the redemption monies shall be made while there are any Sums Outstanding under the Loan Agreement unless the Bank shall have given its Consent

5.8 Default Rights

If the Company is at any time unable or fails to redeem the Preference Shares in accordance with its obligations hereunder and that if at such time there are Sums Outstanding under the Loan Agreement the prior Consent in writing of the Bank has been obtained any holder of not less than 10 per cent of the Preference Shares may duly proceed to convene a separate meeting of the Preference Shareholders for the purposes of considering and if thought fit, passing as an Extraordinary Resolution the following resolution namely:-

"That the Company be not wound up voluntarily".

If such resolution having been put to the vote, shall not be duly passed as an Extraordinary Resolution, any Preference Shareholder shall be entitled to convene an Extraordinary General Meeting of the Company for the purpose of considering, and if thought fit, passing as a Special Resolution, a resolution to the effect that the Company be wound up voluntarily and that the person named in the notice convening such meeting be appointed liquidator of the Company.

PROVIDED THAT no such meetings shall be held after the expiration of six months from the date when the Preference Shareholders become entitled to convene the same unless the Company again becomes obliged to redeem the Preference Shares and is unable or fails to do so. A meeting convened under this Article shall be convened in the same manner, as nearly as practicable, as that in which meetings are to be convened by the Directors. Any expenses incurred by the Preference Shareholders concerned in convening the meeting in question shall be repaid to such holders by the Company.

At an Extraordinary General Meeting of the Company called pursuant to the above paragraphs of this Article the quorum shall be one Preference Shareholder and those Preference Shareholders voting for the resolution to voluntarily wind up the Company shall be deemed to have cast three times the numbers of votes cast against the resolution. At any such meeting, only the Preference Shareholders may vote on any resolution relating to its adjournment.

5.9 Early Redemption by the Company

5.9.1 If there are no Sums Outstanding under the Loan Agreement or if the Company has obtained the prior consent in writing of the Bank the Company may at any time redeem the whole or any part of the Preference Shares then outstanding by serving notice of such redemption upon the Preference Shareholders specifying a date upon which redemption is to take place being not less than 14 days nor more than 30 days from the date of such notice PROVIDED THAT in the event of a partial redemption the Company may redeem only in multiples of 100,000 Preference Shares. The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be that specified in the said notice.

5.9.2 The Company shall redeem the whole of the Preference Shares at par immediately prior to:-

- (i) Listing; or
- (ii) the making of any transfer to which Article 15 applies but in respect of which no such offer has been made to purchase the Preference Shares at the price specified in that Article

PROVIDED THAT if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other condition would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption monies or the Bank shall not have given its prior Consent in writing thereto no repayment of redemption monies shall be made on Listing until there are no Sums Outstanding under the Loan Agreement.

The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be the date immediately prior to such listing or granting and any failure to do any act by a Preference Shareholder shall not prejudice due and proper redemption hereunder.

6. "A" ORDINARY SHARES "B" ORDINARY SHARES "E" ORDINARY SHARES AND REDEEMABLE ORDINARY SHARES

6.1.1 Save as otherwise specifically provided in these Articles the "A" Ordinary Shares "B" Ordinary Shares "E" Ordinary Shares and Redeemable Ordinary Shares shall rank pari passu but shall subject as provided in Article 8 hereof, constitute separate classes of shares.

6.1.2 (a) Immediately prior to the Listing of any of the ordinary shares of the Company or (if Listing has not occurred before 1st July, 1990) on 1st July, 1990 each Redeemable Ordinary Share which is not redeemed under Article 6.1.3 shall automatically convert into one "B" Ordinary Share.

(b) The following provisions shall have effect in relation to such automatic conversion:-

- (i) the Company shall forthwith notify the holders of Redeemable Ordinary Shares of such automatic conversion and any redemption pursuant to Article 6.1.3 in writing;

- (ii) forthwith thereafter the holders of the ordinary shares in the Company resulting from the conversion shall send to the Company certificates in respect of their respective Shares and the Company shall issue to such holders respectively certificates for the ordinary shares in the Company resulting from the conversion; and
- (iii) the "B" Ordinary Shares resulting from the conversion shall rank pari passu in all respects with the "B" Ordinary Shares in issue on the date of conversion.

6.1.3 The Company shall immediately prior to Listing redeem the number of Redeemable Ordinary Shares determined by the Market Capitalisation set out below:-

- (a) the rate of redemption if the notice referred to in Article 6.1.2 is served after 1st July 1989 but on or before 30th June 1990 is as follows:

<u>Number Redeemed</u>		
<u>Market Capitalisation</u>	<u>"C" Redeemable Ordinary Shares</u>	<u>"D" Redeemable Ordinary Shares</u>
£20m (or above)	29,155	1,534
£19.5m (or above)	27,847	1,466
£19m (or above)	26,836	1,412
£18.5m (or above)	25,448	1,339
£18m (or above)	24,375	1,283
£17.5m (or above)	22,900	1,205
£17m (or above)	21,759	1,145
£16.5m (or above)	20,587	1,084
£16m (or above)	19,382	1,020
£15.5m (or above)	18,560	977
£15m (or above)	17,297	910
£14.5m (or above)	15,557	819
£14m (or above)	13,749	724
£13.5m (or above)	11,867	625
£13m (or above)	9,406	495
£12.5m (or above)	5,194	273
£12m (or above)	Nil	Nil

- (b) the rate of redemption if the notice referred to in Article 6.1.2 is served on or before 30th June 1989 is as follows:

Number Redeemed

<u>Market Capitalisation</u>	<u>"C" Redeemable Ordinary Shares</u>	<u>"D" Redeemable Ordinary Shares</u>
£11.5m (or above)	22,143	1,165
£11m (or above)	20,189	1,063
£10.5m (or above)	18,143	955
£10m (or above)	14,662	772
£9.5m (or above)	10,406	548
£9m (or above)	6,281	331

6.2.1 PROVIDED THAT

- (a) if no such redemption referred to in Article 6.1.3 shall have been effected before 1st July 1990 then all the Redeemable Ordinary Share will convert into "B" Ordinary Shares in accordance with Article 6.1.2
- (b) no such redemption referred to in Article 6.1.3 shall be effected following any redemption of Preference Shares made at the request of the Preference Shareholders by reason of any default
- (c) if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other conditions would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption money no payment of the redemption monies shall be made unless the Bank shall have given its prior Consent in writing thereto or until there are no Sums Outstanding under the Loan Agreement.

6.2.2 The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that (i) Redeemable Ordinary Shareholders will receive the nominal value of the Redeemable Ordinary Shares plus any premium paid on the Redeemable Ordinary Shares and (ii) the Redemption Date shall in the case of a redemption pursuant to Article 6.1.3 above shall be the date immediately prior to listing and any failure to do any act by a shareholder shall not prejudice due and proper redemption hereunder.

6.2.3 Save as otherwise provided in these Articles the Ordinary Shares and the Redeemable Ordinary Shares shall rank pari passu.

7. MINIMUM DIVIDEND

7.1 Subject to the provisions of the Loan Agreement while there are any Sums Outstanding thereunder and subject to the payment of the Preference Dividend and provided that the "B" Director so requires by notice in writing

given prior to the end of the relevant financial year the "B" Ordinary Shareholders and the Redeemable Ordinary Shareholders shall be entitled in respect of each financial year of the Company commencing on or after 1st January 1990 to a dividend (the "Minimum Dividend") of a cash sum (net of any associated tax credit) equal to 50 per cent. of the net profits (as hereinafter defined) of the Company and its subsidiaries for the relevant financial year; the Minimum Dividend (if any) shall be payable (without any resolution of the Directors or of the Company in general meeting) not more than 14 days after the Annual General Meeting at which the audited accounts of the Company for the relevant financial year are adopted such Annual General Meeting to be held no later than the "B" Director reasonably requires in each financial period and shall be distributed amongst the "B" Ordinary Shareholders and the Redeemable Ordinary Shareholders pro rata according to the nominal amount (but excluding any premium) paid up or credited as paid up on the "B" Ordinary Shares and the Redeemable Ordinary Shares held by them.

7.2 For the purpose of calculating the Minimum Dividend the expression "net profits" shall mean the net profits of the Company and its subsidiaries available for distribution as shown by the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year before any provision is made for the payment of any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserve, other than the Preference Dividend and transfers to the Preference Share capital redemption reserve referred to above.

7.3 Subject as stated in Article 7.1 the Company shall procure the distribution to the Company in respect of each such financial year, whether by way of dividend, reduction of capital, liquidation of subsidiaries or otherwise, of sufficient of the profits of its subsidiaries to enable the Company to pay the Minimum Dividend. Subject to payment of the Minimum Dividend any further profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the shareholders according to the amounts paid up or credited as paid up on the shares (excluding any premium) and in accordance with the rights attaching to such shares held by them respectively.

8. ISSUES OF SHARES

8.1 There will be no new issues of shares prior to Listing other than to issue up to 3,389 "A" Ordinary Shares under the Servomex Savings-Related Share Option Scheme.

8.2 Subject to these Articles the pre-emption provisions of sub-section (1) of Section 89 and sub-sections (1) to (6) of Section 90 of the Act shall apply to any allotment of the Company's equity securities after Listing PROVIDED THAT (a) for the purposes of those sub-sections the "A" Ordinary Shares "B" Ordinary Shares "E" Ordinary Shares and the Redeemable Ordinary Shares shall be treated as one class; (b) the period specified in Section 90(6) of the Act shall be 60 days and (c) the holders of equity securities

("Equity Shareholders") who accept shares shall be entitled to indicate that they would accept shares that have not been accepted by other Equity Shareholders ("Excess Shares") on the same terms as originally offered to all Equity Shareholders and any shares not so accepted shall be allotted to the Equity Shareholders who have indicated they would accept Excess Shares; such Excess Shares shall be allotted in the numbers in which they have been accepted by Equity Shareholders or if the number of Excess Shares is not sufficient for all Equity Shareholders to be allotted all the Excess Shares they have indicated they would accept then the Excess Shares shall be allotted as nearly as practicable in the proportion that the number of Excess Shares each Equity Shareholder indicated he would accept bears to the total number of Excess Shares applied for.

9. VOTES

Subject to the provisions of these Articles, Regulation 54 of Table A shall apply to the voting rights of the Shareholders of the Company save that when any decision is required to be made by the Company in respect of a breach by an "A" Shareholder or on "E" Ordinary Shareholder of any provision of the Shareholders Agreement the holders of the "B" Ordinary Shares shall have three times the aggregate number of votes attached to the "A" Ordinary Shares and "E" Ordinary Shares respectively apportioned pro rata amongst the "B" Ordinary Shares.

10. PERMITTED TRANSFERS

10.1 The Directors shall not register any transfer of shares in the Company save in the circumstances permitted by this Article and Articles 11, 12 and 13 and save as provided in this Article the shareholders shall not be entitled to transfer any shares whether by way of sale or otherwise except in accordance with the provisions of Articles 11, 12 and 13.

10.2 Without prejudice to Regulation 5 of Table A, any share held by a shareholder may be transferred to a person shown to the satisfaction of the "B" Director to be a nominee of or a trustee for that shareholder only (the "Beneficial Shareholder") PROVIDED THAT the provisions of this Article and Articles 11, 12, 13, 14 and 15 shall apply to any share so transferred as if it were still held by the Beneficial Shareholder. Any share held by such a nominee or trustee for such Beneficial Shareholder may be transferred to such Beneficial Shareholder or subject to the proviso in this sub-paragraph to another nominee or trustee for such Beneficial Shareholder.

10.3 Any "B" Ordinary Shareholder or Redeemable Ordinary Shareholder which is a body corporate may transfer any shares to its ultimate parent company or any other body corporate controlled directly or indirectly by its ultimate parent company PROVIDED ALWAYS THAT the transferee gives an undertaking to the Company that in the event of any such body corporate ceasing to be controlled directly or indirectly by such ultimate parent company immediately prior to it so ceasing such shares shall be transferred to another body corporate so controlled.

10.4 Any share may be transferred at any time by a shareholder to any other person with the consent of the holders of one hundred per cent of the issued ordinary share capital for the time being of the Company.

10.5 Any shares which are held by or on behalf of a unit trust or other unincorporated association may be transferred to the holder or holders of units in such unit trust or unincorporated association, subject to the prior approval of the "B" Director.

11. TRANSFERS BY "A" SHAREHOLDERS

11.1 Any "A" Ordinary Shareholder wishing to transfer part or all of the Ordinary Shares held by him (the "Retiring Shareholder") shall first give a notice in writing (a "Sale Notice") to the Company specifying the number and denoting numbers (if any) of the "A" Ordinary Shares which the Retiring Shareholder wishes to sell (the "Sale Shares") which notice shall constitute the Company the agent of the Retiring Shareholder for the sale of the Sale Shares at market value (such value to be determined in accordance with the provisions of Article 11.6) ("Market Value").

11.2 On receipt of a Sale Notice the Company shall forthwith offer the Sale Shares at Market Value first to all the other "A" Ordinary Shareholders in proportion as nearly as may be to their existing holdings of "A" Ordinary Shares in the Company. Such offer shall to the extent that the same is not accepted within 42 days of the receipt of the Sale Notice by the Company be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the "A" Ordinary Shareholders who have accepted Sale Shares and if there be more than one such "A" Ordinary Shareholder in proportion as nearly as may be to their existing holding of "A" Ordinary Shares. Such offer shall to the extent that it is not accepted within 49 days of receipt of the Sale Notice by the Company be deemed to be declined.

11.3 If the Company shall not have found "A" Ordinary Shareholders willing to purchase all of the Sale Shares pursuant to Article 11.2 the Company shall forthwith offer the Sale Shares not so accepted to the "B" Ordinary Shareholders at Market Value in proportion as nearly as may be to the nominal amount of their respective holdings of "B" Ordinary Shares. Such offer shall to the extent that the same is not accepted within 70 days of receipt of the Sale Notice by the Company be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the "B" Ordinary Shareholders who have accepted Sale Shares and if there be more than one such "B" Ordinary Shareholder in proportion as nearly as may be to their existing holdings of "B" Ordinary Shares. Such offer shall be to the extent that it is not accepted within 77 days of the receipt of the Sale Notice by the Company be deemed to be declined.

11.4 If the Company shall find purchasing shareholders in respect of all or (except where the Sale Notice provides otherwise) any of the Sale Shares it shall forthwith give notice thereof to the Retiring Shareholder which notice shall provide:-

11.4.1 the price for the Sale Shares is to be Market Value determined in accordance with this Article and

11.4.2 subject to the proviso contained in Article 12 the Retiring Shareholder shall have the right to revoke his Sale Notice and the purchasing shareholder shall have the right to withdraw the proposed purchase until either Market Value is agreed between them or the expiry of seven days of the date of the Chartered Accountant's determination of Market Value. In the event of withdrawal the shares comprised in such Sale Notice shall be offered as if the offer to the purchasing shareholder had been declined and all time limits shall be adjusted to run accordingly.

In the event of revocation the offer shall lapse and the provisions of this Article shall apply to any further attempt to transfer the Sale Shares

11.4.3 if the Retiring Shareholder does not revoke his Sale Notice and the purchasing shareholder does not withdraw as provided above then they shall be bound to complete the sale and purchase within seven days of the end of the period of revocation or withdrawal specified in Article 11.4.2.

11.5 If the Company shall not find purchasing shareholder(s) pursuant to the above provisions for all of the Sale Shares or if through no default of the Retiring Shareholder the purchase of any of the Sale Shares is not completed within the time period specified above the Retiring Shareholder shall be at liberty at any time within one month after the determination of Market Value or if later within six months after the first service of the Sale Notice to transfer such of the Sale Shares as were not accepted by purchasing shareholder(s) or in respect of which the sale was not completed as aforesaid or (in any case where the Sale Notice stated that the Retiring Shareholder required to sell all and not part only of the Sale Shares) all of the Sale Shares to any person he may wish and at Market Value or any higher or (subject as provided below) lower price PROVIDED THAT no Sale Shares shall be sold at a lower price than Market Value without first serving a further Sale Notice upon the Company specifying such lower price as the price at which such Sale Shares are offered and all the provisions of this Article 11 shall apply to such further Sale Notice save that Market Value shall be deemed to be such lower price.

11.6 The market value of the Sale Shares shall be determined by agreement between the Retiring Shareholder and the purchasing shareholders but in default of agreement thereon within fourteen days of the first offering of the Sale Shares or any of them to such shareholders shall be

calculated on the basis of a sale between a willing seller and a willing purchaser (as at the date of the Sale Notice) and shall be certified by an independent Chartered Accountant of not less than five years standing to be agreed between the parties and in default of agreement to be appointed by the President for the time being of The Institute of Chartered Accountants in England and Wales on the application of the Retiring Shareholder or any purchasing shareholder. In so certifying the said Chartered Accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the parties. In calculating the market value no regard shall be had to the fact that the Sale Shares constitute a majority or minority interest in the Company or to the fact that their transferability is restricted by these Articles.

11.7 In the event of the Retiring Shareholder failing to carry out the sale of any of the Sale Shares after the expiry of the time limit for revocation the Directors may authorise some person to execute a transfer of the Sale Shares to the purchasing shareholder(s) and the Company may give a good receipt for the purchase price of such Sale Shares and may register the purchasing shareholder(s) as holders thereof and issue to them certificates for the same whereupon the purchasing shareholder(s) shall become indefeasibly entitled thereto. The Retiring Shareholder shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Retiring Shareholder shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Retiring Shareholder but without interest. If such certificate shall comprise any shares which the Retiring Shareholder has not become bound to transfer as aforesaid the Company shall issue to the Retiring Shareholder a certificate for such shares.

11.8 The cost of obtaining a certificate of Market Value shall be borne equally by the Retiring Shareholder and the purchasing shareholder(s) PROVIDED THAT if any Retiring Shareholder shall within twelve months of revoking a Sale Notice serve a further Sale Notice in respect of any of the Shares comprised in an earlier Sale Notice the cost of obtaining a certificate relating to such further Sale Notice shall be borne wholly by such Retiring Shareholder.

11.9 Transfers by "E" Ordinary Shareholders

The provisions of Article 11 shall apply mutatis mutandis to the transfer whether by sale or otherwise of the "E" Ordinary Shares save that reference to "A" Ordinary Shares and "A" Shareholders shall be read and construed as references to "E" Ordinary Shares and to "E" Ordinary Shareholders and references to "E" Ordinary Shareholders shall be read and construed as references to "A" Ordinary Shareholders (or their nominees).

12. DEEMED SALE NOTICE

12.1 Subject to Article 12.2 in any case where an "A" Ordinary Shareholder or an "E" Ordinary Shareholder ceases to be either a director or an employee of

the Company or any of its subsidiaries (and is not continuing as either a director or an employee of the Company or of another subsidiary, as the case may be) he shall be deemed to have served a Sale Notice pursuant to Article 11 above in respect of his entire holding of "A" Ordinary Shares or "E" Ordinary Shares (including any shares held for him pursuant to Article 10.2) and the provisions of Article 11 shall apply in relation thereto PROVIDED THAT a Sale Notice deemed to be given by such director or employee in the circumstances herein referred to shall not be capable of revocation.

12.2 PROVIDED THAT an "E" Ordinary Shareholder continues as a director and employee of the Company or any of its subsidiaries until he reaches the age of 65 the provisions of Article 12.1 will not apply to the "E" Ordinary Shares held by him.

13. TRANSFER OF PREFERENCE SHARES "B" ORDINARY SHARES AND REDEEMABLE ORDINARY SHARES

13.1 The Preference Shares shall be freely transferable and the provisions and restrictions of Articles 10, 11 and 12 shall not apply to the Preference Shares.

13.2 Prior to 30th June 1991 the provisions of Article 11 shall apply mutatis mutandis to the transfer whether by way of sale or otherwise of the "B" Ordinary Shares or the Redeemable Ordinary Shares save that references to "A" Ordinary Shares and "A" Shareholders shall be read and construed as references to "B" Ordinary Shares and/or Redeemable Ordinary Shares and to "B" Ordinary Shareholder and/or Redeemable Ordinary Shareholders and references to "B" Ordinary Shareholders shall be read and construed as references to "A" Ordinary Shareholders (or their nominees).

13.3 After 30th June 1991 the "B" Ordinary Shares and the Redeemable Ordinary Shares shall be freely transferable and the provisions and restrictions of Articles 10, 11 and 12 shall not apply to the "B" Ordinary Shares and Redeemable Ordinary Shares.

14. CONVERSION ON TRANSFER OF "A" ORDINARY SHARES "B" ORDINARY SHARES AND "E" ORDINARY SHARES

14.1 Any "A" Ordinary Share or "E" Ordinary Share transferred to a "B" Ordinary Shareholder shall (without further authority than is herein contained being necessary) forthwith on the transfer of the same be deemed to have been converted into a "B" Ordinary Share having all the rights, privileges and restrictions attaching to the "B" Ordinary Shares.

14.2 Any "B" Ordinary Share transferred or issued to an "A" Ordinary Shareholder or "E" Ordinary Shareholder shall (without further authority than is herein contained) forthwith on the transfer of the same be deemed to have been converted into an "A" Ordinary Share or "E" Ordinary Share (as the case may be) having all the rights privileges and restrictions attaching to the "A" Ordinary Shares or "E" Ordinary Shares.

15. TRANSFERS CHANGING CONTROL

15.1 Notwithstanding anything in these Articles no sale or transfer of any "A" Ordinary Shares, "B" Ordinary Shares "E" Ordinary Shares or Redeemable Ordinary Shares to any person whomsoever conferring the right to vote at general meetings of the Company which would result if made and registered in a person whether or not then a member of the Company obtaining or increasing a controlling interest in the Company (the "Specified Shares") shall be made or registered without the previous written consent of the holders of seventy five per cent. each of the "A" Ordinary Shares, "B" Ordinary Shares "E" Ordinary Shares and Redeemable Ordinary Shares (treated for this purpose as three separate classes) unless before the transfer is lodged for registration the proposed transferee or his nominee has made an offer (stipulated to be open for acceptance for at least twenty-eight days) to purchase all the other "A" Ordinary Shares "E" Ordinary Shares and "B" Ordinary Shares and Redeemable Ordinary Shares at the Specified Price (as hereinafter defined) and the Preference Shares at par plus an amount equal to any arrears and accruals of the Preference Dividend which offer every shareholder shall be bound within twenty-eight days of the making of such offer to him either to accept or reject in writing (and in default of so doing shall be deemed to have rejected the offer)

PROVIDED THAT the provisions of this Article shall not apply to the acquisition of shares by a person who was at 27th May 1987 an existing shareholder.

15.2 For the purpose of this Article:-

15.2.1 the expression "a controlling interest" shall mean shares conferring in the aggregate 40 per cent. or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all general meetings and shall include shares held by all persons who in relation to each other are Connected Persons or persons acting in concert within the meaning of the City Code on Takeovers and Mergers;

15.2.2 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of allotment, the original allottee and the renouncee under any such letter of allotment; and

15.2.3 the "Specified Price" shall mean a price per share at least pari passu with that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as

a whole, can reasonably be regarded as an addition to the price paid or payable for the Specified Shares. In the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by and acting at the joint expense of the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales at the request of any of the parties concerned) whose decision shall be final and binding.

16. MATTERS REQUIRING CONSENT OF "B" DIRECTOR

In addition to any other authority required in law the following matters all require to be authorised by the "B" Director in writing to the intent that this Article shall be a special right of the "B" Ordinary Shareholders as a class.

16.1 the sale, lease, transfer or other disposition in any financial year of the Company of

(a) the whole, or any significant part, of the undertaking of the Company; or

(b) the sale or other disposal of a subsidiary of the Company; or

(c) the whole, or any significant part of the undertaking of a subsidiary of the Company; or

the net assets of which represent more than 2 per cent. of the net tangible assets attributable to the Company and its subsidiaries taken as a whole, as shown by the latest available audited consolidated balance sheet of the Company and its subsidiaries (adjusted, as appropriate, to reflect any deterioration since the balance sheet date if any Director so requires and he shall so require if he has any reason to believe the net tangible assets have decreased since such date) or if no such balance sheet is available then assets having a value of greater than £100,000 PROVIDED THAT for the purposes of this Article all disposals in any financial year of the Company shall be aggregated for the purposes of assessing whether authorisation is required;

16.2 any action is commenced to wind up or dissolve the Company or any subsidiary of the Company;

16.3 the alteration of the accounting reference date of the Company or any subsidiary of the Company;

16.4 any variation in the authorised or issued share or loan capital or the creation or the granting of any options or other

rights to subscribe for shares or to convert into shares in the capital of the Company or any subsidiary of the Company;

16.5 any capital expenditure by the Company and its subsidiaries in any one financial year of the Company of an amount in excess of 3 per cent. of the net tangible assets attributable to the Company and its subsidiaries taken as a whole as shown by the latest available audited consolidated balance sheet of the Company and its subsidiaries (adjusted as appropriate, to reflect any deterioration since the balance sheet date if any Director shall so require and he shall so require if he has any reason to believe the net tangible assets have decreased since such date) or if no such balance sheet is available then capital expenditure shall not exceed £150,000 in any financial year of the Company;

16.6 any material change in the nature of the business of the Company and its subsidiaries taken as a whole;

16.7 the creation of any one or more mortgages, charges or encumbrances on any asset of the Company or its subsidiaries to secure an amount or amounts aggregating in any one financial year of the Company, in excess of £100,000 or the giving by the Company or any of its subsidiaries of any guarantee for such an amount or amounts;

16.8 the entry into or any variation of any Shareholder-related Contract or any variation of the remuneration or other benefits payable thereunder;

16.9 the making by the Company or any of its subsidiaries of any contract outside the ordinary course of their respective businesses or otherwise than at arm's length;

16.10 any alteration to the Memorandum or Articles of Association of the Company or any of its subsidiaries;

16.11 entering into by the Company or any of its subsidiaries of any lease, licence, tenancy or other similar obligation where the rental or other payments thereunder exceed or are likely to exceed £50,000 per annum; and the entering into by the Company and its subsidiaries of any such commitments whereby the rental or other payments in the aggregate exceed or are likely to exceed £100,000 in any year;

16.12 the declaration or distribution of any dividend or other payment out of the distributable profits of the Company other than dividends payable in respect of the Preference Shares, the redemption of the Preference Shares and the Redeemable Ordinary Shares and the Minimum Dividend payable pursuant to Article 7;

16.13 the incorporation of a new subsidiary or the purchase of any shares in any company;

16.14 the appointment of any director to the Board of the Company or any subsidiary of the Company

16.15 the appointment of any auditors of the Company or of any subsidiary of the Company (other than the reappointment of an existing auditor)

17. RESTRICTIONS ON THE COMPANY

Unless the Company is in default of its obligations under Article 5, whilst any "A" Ordinary Shares or "E" Ordinary Shares remain in issue except with such consent or sanction on the part of the holders of the "A" Ordinary Shares or "E" Ordinary Shares as is required for a modification of the rights attaching to such shares:-

- (a) no shares in the Company shall be issued nor shall any right to require the issue of any shares in the Company be granted;
- (b) no shares in the Company shall be consolidated, divided, sub-divided or cancelled;
- (c) the Company shall not reduce its share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve fund in any manner for which the consent of the Court would be required pursuant to law;
- (d) there shall be no alteration in or addition to the Memorandum or Articles of Association of the Company;
- (e) there shall be no material change in the nature of the business of the Company and its subsidiaries taken as a whole;
- (f) the Company shall not resolve to wind up or dispose of the whole or a substantial part of the undertaking, property or assets of the Company and its subsidiaries taken as a whole.

18. ADJOURNED MEETINGS

If a meeting is adjourned under Regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall form a quorum, and Regulation 41 of Table A shall be modified accordingly.

19. POLLS

A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and having the right to vote at the meeting and Regulation 46(b) of Table A shall be modified accordingly.

20. DIRECTORS' BORROWING POWERS

20.1 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party PROVIDED THAT the Directors shall procure that (except with the consent of the "B" Director the aggregate of the amounts for the time being remaining undischarged or owing by the Company and its subsidiaries by way of borrowed monies (but excluding any inter-company loans, mortgages and charges) shall not exceed whichever is the greater of £4,700,000 or an amount equal to 2 times the aggregate of the amount for the time being paid up or credited as paid up on the issued share capital of the Company and the net amounts for the time being standing to the credit of the consolidated reserves (including but not limited to share premium account, capital redemption reserve, and profit and loss account) of the Company and its subsidiaries all based on the latest audited consolidated balance sheet of the Company and its subsidiaries but:-

20.1.1 adjusted as may be appropriate to reflect any variations since the date of such balance sheet in the amount of such paid up capital the share premium account and the capital redemption reserve;

20.1.2 excluding any amounts set aside for deferred taxation and any amounts attributed to minority interests in subsidiaries of the Company;

20.1.3 deducting any amounts attributed to goodwill or other intangible assets;

20.1.4 deducting any amount equal to any distribution by the Company out of profits earned prior to the date of such balance sheet and which have been declared, recommended or made since that date except so far as provided for in such balance sheet.

20.2 For the purposes of this Article "borrowed monies" shall be deemed to include the following except in so far as otherwise taken into account:-

20.2.1 the aggregate amounts outstanding in respect of facilities afforded to the Company and its subsidiaries from any bank, acceptance house, financial institution or any other person whatsoever, whether by way of overdraft, loan, acceptance credit or otherwise howsoever;

20.2.2 any sums of money the repayment whereof by a person other than the Company or any subsidiary is the subject of a guarantee or indemnity by the Company or its subsidiaries;

20.2.3 any amounts included in the balance sheet or the notes thereto representing the liability in respect of leases and hire purchase commitments.

20.2.4 the principal amount of any debenture (whether secured or unsecured) of any of the Company and its subsidiaries owned otherwise than by any of the Company and its subsidiaries;

20.2.5 the principal amount of any preference share capital of any subsidiary owned otherwise than by any of the Company and its subsidiaries; and

20.2.6 borrowings any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing;

but shall be deemed not to include:-

20.2.7 borrowings for the purposes of repaying the whole or any part of borrowings by any of the Company and its subsidiaries for the time being outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and

20.2.8 borrowings for the purpose of financing any contract in respect of which any part of the price receivable by any of the Company and its subsidiaries is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade and Industry or by any other Governmental department fulfilling a similar function, to an amount not exceeding that part of the price receivable thereunder which is so guaranteed or insured.

20.3 A report by the Auditors as to the aggregate amount which may at any one time in accordance with the provisions of this Article be owing by the Company and its subsidiaries shall be conclusive in favour of the Company and all persons dealing with the Company.

20.4 When the aggregate amount of borrowings required to be taken into account for the purposes of this Article on any particular day is being ascertained, any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:-

20.4.1 at the rate of exchange prevailing on that day in London PROVIDED THAT all but not some only of such moneys shall be converted at the rate of exchange prevailing in London six months before such day if thereby such aggregate amount would be less (and

so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business) or

20.4.2 to the extent that the repayment of such moneys is specifically covered by a forward purchase contract at the rate of exchange specified therein.

20.5 No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed had been or was thereby exceeded.

21. DIRECTORS.

21.1 Unless otherwise determined by ordinary resolution the number of Directors (other than alternate directors) shall be not less than two.

21.2 A Director shall not retire by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment. Regulations 78 and 79 of Table A shall be modified accordingly.

21.3 The office of Director shall be vacated if the Director in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director, and Regulation 81 of Table A shall be modified accordingly.

22. "B" DIRECTOR

22.1 The holders of seventy-five per cent. of the "B" Ordinary Shares shall be entitled to appoint and remove a Director of the Company ("B" Director), and the "B" Director shall be entitled to receive an annual fee of £10,000 plus VAT payable quarterly in arrears in respect of such appointment together with all expenses incurred by him in connection with his appointment as a Director. Such appointment shall be made by notice in writing served upon the Company at its registered office.

22.2 No creation of or amendment to any Shareholder-related Contract or any variation of any payment or any benefits arising thereunder shall be made without the consent in writing of the "B" Director.

23. BOARD MEETINGS

Meetings of the Board of Directors shall take place no less frequently than once per calendar month and at least seven clear working days notice of each meeting shall be given to each Director provided that if

a majority in number of the Directors agree to less frequent meetings and/or to a shorter period of notice then board meetings may be called less frequently and/or on such agreed shorter period of notice provided further that such majority so agreeing must include the "B" Director. All Board Meetings shall take place in the United Kingdom save with such agreement as aforesaid.

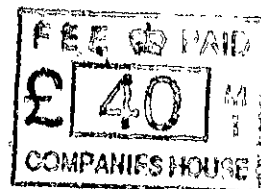
THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

SPECIAL RESOLUTIONS

- of -

SERVOMEX INTERNATIONAL LIMITED



At the ANNUAL GENERAL MEETING of the Company held at Crowborough Hill, Jarvis Brook, Crowborough, East Sussex on the 31st day of March 1989 the following Resolutions were passed as Special Resolutions:

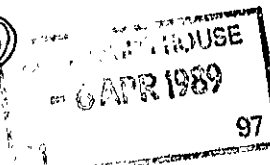
SPECIAL RESOLUTIONS

1. THAT:-

- (a) pursuant to Section 43(1)(a) of the Companies Act 1985 the Company be re-registered as a public company;
- (b) the name of the Company be changed to Servomex plc; *ems 1/4*
- (c) pursuant to Section 43(2)(a) and (b) of the said Act the Memorandum of Association of the Company be altered by the deletion of Clauses 1 and 5 thereof, the re-numbering of existing clauses 2, 3 and 4 as 3, 4 and 5 and the insertion of new clauses 1, 2 and 6 as follows:-

- 1. The Company's name is Servomex plc
- 2. The Company is to be a public company.
- 6. The Company's share capital is £196,038.94 divided into 100,000 "A" ordinary shares of £1 each, 32,304 "B" ordinary shares of £1 each, 29,155 "C" redeemable ordinary shares of £1 each, 1,534 "D" redeemable ordinary shares of £1 each, 5,000 "E" ordinary shares of £1 each and 3,304,594 preference shares of 1p each.

690 and 10814



(d) That pursuant to Section 43(2)(c) of the said Act the Articles of Association of the Company be altered by the deletion of Clause 3 thereof and the insertion of a new Clause 3 as follows:-

3. The Company is a public company

2. THAT following the renumbering of the clauses of the Memorandum of Association of the Company pursuant to Special Resolution 1 above the Memorandum of Association of the Company be further altered by the deletion of clause 4 and the insertion of a new clause 4 as follows:-

4. The objects for which the Company is established are:-

- (a) To carry on the business of an investment holding company and for that purpose to invest the capital and other moneys of the Company in the purchase or upon the security of shares, stocks, debentures, debenture stocks, rents, bonds, mortgages, obligations and securities of any kind issued by any company, corporation or undertaking of whatever nature and wheresoever constituted or issued or guaranteed by any government, sovereign, ruler, commissioners, trust, authority or other body of whatever nature, whether at home or abroad;
- (b) To co-ordinate the administration of any company or companies the shares of which the Company may hold as an investment;
- (c) To invest and deal with the moneys of the Company in or upon investments or securities of any nature (whether as principal or agent) and generally to acquire, hold, deal in and otherwise dispose of investments and other securities;
- (d) To carry on any other business or activity, whether trading, manufacturing, investing or otherwise;

- (e) To purchase, take on lease or in exchange, hire or otherwise acquire, hold, deal in and otherwise dispose of all or any estate or interest in or over any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property (whether tangible or intangible) of any kind;
- (f) To receive money on deposit or loan from any person, firm or company;
- (g) To make advances to any person, firm or company with or without security;
- (h) To guarantee, support or secure, whether by direct obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by issuing any security of the Company by way of mortgage, or by any one or more or all of such methods or by any other method (including without limitation, the entry into any kind of indemnity), the performance of any obligations or commitments and the repayment or payment of the principal amounts of, or the premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary company or holding company of the Company or is a subsidiary of such a holding company or which is otherwise directly or indirectly associated with the Company in business or through shareholdings;
- (i) To establish and maintain or procure the establishment and maintenance of any share option or share incentive or profit sharing schemes or trusts or any non-contributory or contributory pension or superannuation schemes or funds for the benefit of, and to make or

give or procure the making or giving of loans, donations, gratuities, pensions, allowances or emoluments whether in money or moneys worth to, or to trustees on behalf of, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, husbands, widows, widowers, families and dependants of any such persons, and to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid;

- (j) To enter into any joint venture, partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm or company and to subsidise or otherwise assist any person, firm or company;
- (k) To establish or promote or concur in establishing or promoting any other company and to guarantee the payment of the dividends, interest or capital of any shares, stock or other securities issued by or any other obligations of any such company;

- (l) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company;
- (m) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company including without limitation, any such dealing or disposal on terms that are wholly or partly gratuitous or of a non-commercial nature;
- (n) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- (o) To make known the businesses or any of them or the products or any of them of the Company or the businesses or products of any other person, firm or company, in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication in books and periodicals, and by granting prizes, rewards and donations, and by carrying on and conducting prize and competition schemes or any scheme or arrangement of any kind, either alone or in conjunction with any other person, firm or company, whereby the said businesses or any of them may be promoted or developed, or whereby the said products may be advertised and made known;
- (p) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, of any country, and to obtain from any such government or

authority all legislation, orders, rights, concessions and privileges that may seem requisite;

- (q) To borrow or raise or secure the payment of money for the purposes of or in connection with any of the Company's business or businesses;
- (r) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue in cash at par or at a premium or discount, or for any other consideration, debentures, mortgage debentures or debenture stock or other similar securities, payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance;
- (s) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- (t) To pay or otherwise give consideration for any property or rights acquired by the Company in any manner whatsoever and in particular but without limitation in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another;
- (u) To accept payment or other consideration for any property or rights sold or otherwise disposed of or dealt with by the Company in any manner whatsoever and in particular but without limitation in cash, whether by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or

without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;

- (v) To amalgamate with any other company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any other such company as aforesaid, with or without winding-up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any other such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner;
- (w) To pay out of the funds of the Company all expenses which the Company may lawfully pay in respect of or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or under-writing shares, debentures or debenture stock, and to apply at the cost of the Company to Parliament for any extension of the Company's objects and powers;
- (x) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise; and
- (y) To do all such other things as are in the opinion of

the Company incidental or conducive to the above objects or any of them.

The objects specified in each of the paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by the terms of any other paragraph and shall be construed as separate, distinct and independent objects capable of being performed and carried out separately, distinctly and independently of each other.

3. THAT the Articles of Association of the Company be further amended by:-

(a) amending the definition of "Market Capitalisation" in paragraph 1 thereof by substituting the words "nominal value" in the definition of "X" which forms part of the aforementioned definition with the words "aggregate nominal amount paid up on and the aggregate premium paid in respect of"; and

(b) amending sub-paragraph 5.9.2. by substituting for the words "The Company shall redeem the whole of the Preference Shares at par immediately prior to:-"

(i) Listing or;

(ii) the making of any transfer to which Article 15 applies"

the words:-

"The Company shall redeem the whole of the preference shares at par plus a premium of 99p per share:-"

(i) immediately upon Listing; or

(ii) immediately prior to the making of any transfer to which Article 15 applies

(c) further amending sub-paragraph 5.9.2 by substituting for the words

"The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be the date immediately prior to such Listing or granting"

the words:-

"The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be the date of Listing or the date immediately prior to such granting"

- (d) amending sub-paragraph 6.1.3 by substituting for the words "immediately prior to Listing" the words "immediately upon Listing"
- (e) amending sub-paragraph 6.2.2 by substituting for the words "immediately prior to Listing" the words "of Listing".



Chairman

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G

COMPANIES FORM No. 43(3)

**Application by a private
company for re-registration
as a public company****43(3)**Please do not
write in
this margin

Pursuant to section 43(3) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

1938746

Name of company

* insert existing full
name of company

* SERVOMEX INTERNATIONAL LIMITED

o insert full name of
company amended
to make it appropriate
for this company as
a public limited
company

applies to be re-registered as a public company by the name of o SERVOMEX plc

and for that purpose delivers the following documents for registration:

- 1 Declaration made by a director or the secretary in accordance with section 43(3)(e) of the above Act (on Form No 43(3)(e))
- 2 Printed copy of memorandum and articles as altered in pursuance of the special resolution under section 43(1)(a) of the above Act.
- 3 Copy of auditors written statement in accordance with section 43(3)(b) of the above Act
- 4 Copy of relevant balance sheet and of auditors unqualified report on it

5 delete if section 44
of the Act does not
apply~~5 Copy of any valuer's report, if any~~† delete as
appropriate

Signed

~~Director~~ (Secretary) † Date

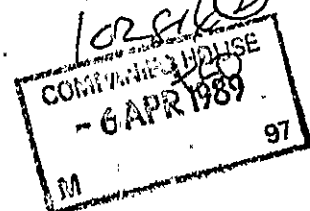
5/4/89

Presenter's name address and
reference (if any):Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

IZS/PJQG/EA0/89013384

For official Use
General Section

Post roomy



1938746

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

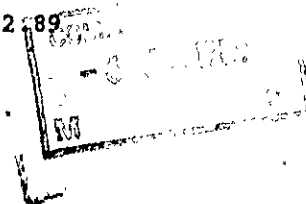
SERVOMEX plc

As amended by a Special Resolution
passed on 31st March 1989

Clifford Chance,
Royex House,
Aldermanbury Square,
London EC2V 7LD

Ref: DON/IZS/S1349/0027

PJQG\$02\$9.06/ajs/25.02.89



PUBLIC COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

SERVOMEX plc*

1. The name of the Company is "Servomex plc".
2. The Company is to be a public company.
3. The registered office of the Company will be situate in England.
4. The objects for which the Company is established are:-
 - (a) To carry on the business of an investment holding company and for that purpose to invest the capital and other moneys of the Company in the purchase or upon the security of shares, stocks, debentures, debenture stocks, rents, bonds, mortgages, obligations and securities of any kind issued by any company, corporation or undertaking of whatever nature and wheresoever constituted or issued or guaranteed by any government, sovereign, ruler, commissioners, trust, authority or other body of whatever nature, whether at home or abroad;
 - (b) To co-ordinate the administration of any company or companies the shares of which the Company may hold as an investment;
 - (c) To invest and deal with the moneys of the Company in or upon investments or securities of any nature (whether as principal or agent) and generally to acquire, hold, deal in and otherwise dispose of investments and other securities;
 - (d) To carry on any other business or activity, whether trading, manufacturing, investing or otherwise;

* On 31st March 1989 a special resolution was passed to change the name of the Company from Servomex International Limited to Servomex plc

- (e) To purchase, take on lease or in exchange, hire or otherwise acquire, hold, deal in and otherwise dispose of all or any estate or interest in or over any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade and any real or personal property (whether tangible or intangible) of any kind;
- (f) To receive money on deposit or loan from any person, firm or company;
- (g) To make advances to any person, firm or company with or without security;
- (h) To guarantee, support or secure, whether by direct obligation or covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) and uncalled capital of the Company or by issuing any security of the Company by way of mortgage, or by any one or more or all of such methods or by any other method (including without limitation, the entry into any kind of indemnity), the performance of any obligations or commitments and the repayment or payment of the principal amounts of, or the premiums, interest and dividends on any securities of any person, firm or company, including (without prejudice to the generality of the foregoing) any company which is for the time being a subsidiary company or holding company of the Company or is a subsidiary of such a holding company or which is otherwise directly or indirectly associated with the Company in business or through shareholdings;
- (i) To establish and maintain or procure the establishment and maintenance of any share option or share incentive or profit sharing schemes or trusts or any non-contributory or contributory pension or superannuation schemes or funds for the benefit of, and to make or give or procure the making or giving of loans, donations, gratuities, pensions, allowances or emoluments whether in money or moneys worth to, or to trustees on behalf of, any persons who are or were at any time in the employment or service of the Company, or of any company which is a subsidiary of the Company or is allied to or associated with the Company or with any such subsidiary company, or who are or were at any time directors or officers of the Company or of any such other company as aforesaid, or any persons in whose welfare the Company or any such other company as aforesaid is or has been at any time interested, and the wives, husbands, widows, widowers, families and dependants of any such persons, and to establish and subsidise or subscribe to any institutions, associations, clubs or funds calculated to be for the benefit of or to advance the interests and well-being of the Company or of any such other company as aforesaid, or of any such persons as aforesaid, and to make payments for or towards the insurance of any such persons as aforesaid, and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public, general or useful object, and to do any of the matters aforesaid, either alone or in conjunction with any such other company as aforesaid;
- (j) To enter into any joint venture, partnership or joint-purse arrangement or arrangement for sharing profits, union of interests or co-operation with any person, firm or company and to subsidise or otherwise assist any person, firm or company;

- (k) To establish or promote or concur in establishing or promoting any other company and to guarantee the payment of the dividends, interest or capital of any shares, stock or other securities issued by or any other obligations of any such company;
- (l) To purchase or otherwise acquire and undertake all or any part of the business, property, assets, liabilities and transactions of any person, firm or company;
- (m) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share of profits or otherwise, grant licences, easements and other rights in or over and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company including without limitation, any such dealing or disposal on terms that are wholly or partly gratuitous or of a non-commercial nature;
- (n) To distribute among the Members in specie any property of the Company, or any proceeds of sale or disposal of any property of the Company, but so that no distribution amounting to a reduction of capital be made except with the sanction (if any) for the time being required by law;
- (o) To make known the businesses or any of them or the products or any of them of the Company or the businesses or products of any other person, firm or company, in particular by advertising in the press, by circulars, by purchase and exhibition of works of art or interest, by publication in books and periodicals, and by granting prizes, rewards and donations, and by carrying on and conducting prize and competition schemes or any scheme or arrangement of any kind, either alone or in conjunction with any other person, firm or company, whereby the said businesses or any of them may be promoted or developed, or whereby the said products may be advertised and made known;
- (p) To enter into any arrangement with any government or authority, supreme, municipal, local or otherwise, of any country, and to obtain from any such government or authority all legislation, orders, rights, concessions and privileges that may seem requisite;
- (q) To borrow or raise or secure the payment of money for the purposes of or in connection with any of the Company's business or businesses;
- (r) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue in cash at par or at a premium or discount, or for any other consideration, debentures, mortgage debentures or debenture stock or other similar securities, payable to bearer or otherwise, and either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance;
- (s) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments;
- (t) To pay or otherwise give consideration for any property or rights acquired by the Company in any manner whatsoever and in particular but without limitation in cash or fully or partly paid-up shares, with or without preferred or deferred or guaranteed rights in respect of

dividend or repayment of capital or otherwise, or by any securities which the Company has power to issue, or partly in one mode and partly in another;

- (u) To accept payment or other consideration for any property or rights sold or otherwise disposed of or dealt with by the Company in any manner whatsoever and in particular but without limitation in cash, whether by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or guaranteed rights in respect of dividend or repayment of capital or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired;
- (v) To amalgamate with any other company, whether by sale or purchase (for fully or partly paid-up shares or otherwise) of the undertaking, subject to the liabilities of this or any other such company as aforesaid, with or without winding-up or by sale or purchase (for fully or partly paid-up shares or otherwise) of all or a controlling interest in the shares or stock of this or any other such company as aforesaid, or by partnership, or any arrangement of the nature of partnership, or in any other manner;
- (w) To pay out of the funds of the Company all expenses which the Company may lawfully pay in respect of or incidental to the formation, registration and advertising of or raising money for the Company and the issue of its capital, including brokerage and commissions for obtaining applications for or taking, placing or under-writing shares, debentures or debenture stock, and to apply at the cost of the Company to Parliament for any extension of the Company's objects and powers;
- (x) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, sub-contractors, trustees or otherwise; and
- (y) To do all such other things as are in the opinion of the Company incidental or conducive to the above objects or any of them.

The objects specified in each of the paragraphs of this Clause shall not, except where the context expressly so requires, be in any way limited or restricted by the terms of any other paragraph and shall be construed as separate, distinct and independent objects capable of being performed and carried out separately, distinctly and independently of each other.

- 5. The liability of the Members is limited.
- 6. The share capital of the Company is £100 divided into 100 shares of £1 each.*

* (i) By an Ordinary Resolution duly passed at an Extraordinary General Meeting held on 8th April 1987 the share capital of the

Company was increased to £100,000, divided into 100,000 shares of £1 each.

- (ii) By a Special Resolution duly passed at an Extraordinary General Meeting held on 27th May 1987 the existing 100,000 Ordinary Shares of £1 each were reclassified as "A" Ordinary Shares of £1 each.
- (iii) By a Special Resolution duly passed at an Extraordinary General Meeting held on 27th May 1987 the share capital of the Company was increased to £196,038.94 by the creation of 32,304 "B" Ordinary Shares of £1 each, 29,155 "C" Redeemable Ordinary Shares of £1 each, 1,534 "D" Redeemable Ordinary Shares of £1 each and 3,304,594 Redeemable Cumulative Preference Shares of 1p each.
- (iv) By a Special Resolution duly passed at an Extraordinary General Meeting held on 4th July 1988 5,000 "A" Ordinary Shares of £1 each registered immediately prior to the Extraordinary General Meeting in the name of F.R. Tinning were reclassified as "E" Ordinary Shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a Company pursuant to this Memorandum and we agree to take the number of shares shown opposite our respective names.

Names and addresses of Subscribers	Number of shares taken by each Subscriber
1. Michael Richard Counsell 15 Pembroke Road Bristol BS99 7DX Commercial Manager	One
2. Christopher Charles Hadler 15 Pembroke Road Bristol BS99 7DX Commercial Manager	One
	Two

Dated 01-07-85

Witness to the above Signatures,

Errol Sandiford
15 Pembroke Road
Bristol BS99 7DX
Clerk

PJGG\$02\$9.06/ajs

THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF


SERVOMEX plc*
Incorporated the 14th day of August 1985

AS AMENDED BY SPECIAL RESOLUTIONS
Passed on 4th July 1988 and 31st March 1989

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD
Ref: IZS/PJG/89013384

* On 31st March 1989 a special resolution was passed to change the name of the Company from Servomex International Limited to Servomex plc

pjg\$01\$9.06



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Shareholders

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THE COMPANIES ACT 1985

PUBLIC COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

SERVOMEX plc

(Amended by Special Resolutions passed
on 4th July, 1988 and on 31st March 1989

1. DEFINITIONS

The headings shall not affect the construction hereof and in the interpretation of these Articles unless the context otherwise requires the following words and expressions shall bear the meanings set opposite them:-

"the Act"	the Companies Act 1985
"Director"	a director for the time being of the Company
"A" Ordinary Share"	an "A" Ordinary Share of £1 in the capital of the Company as hereinafter provided
"A" Ordinary Shareholder"	a holder for the time being of "A" Ordinary Shares
"B" Director"	a director appointed pursuant to Article 22
"B" Ordinary Share"	a "B" Ordinary Share of £1 in the capital of the Company as hereinafter provided
"B" Ordinary Shareholder"	a holder for the time being of "B" Ordinary Shares
"Bank"	Manufacturers Hanover Trust Company and its successors in title and assigns
"Consent"	in relation to a consent capable of being given by the Bank such consent that the Bank may give in its sole and absolute discretion
"C" Redeemable Ordinary Shares"	"C" Redeemable Ordinary Share of £1 in the capital of the Company as hereinafter provided

"C" Redeemable Ordinary Shareholder"

"D" Redeemable Ordinary Share"

"D" Redeemable Ordinary Shareholder"

"E" Ordinary Share"

"E" Ordinary Shareholder"

"Event of Default"

"Listing"

"Loan Agreement"

"Market Capitalisation"

a holder for the time being of "C" Redeemable Ordinary Shares

a "D" Redeemable Ordinary Share of £1 in the capital of Company, as hereinafter provided

a holder for the time being of "D" Redeemable Ordinary Shares

an "E" Ordinary Share of £1 in the capital of the Company as hereinafter provided

a holder for the time being of "E" Ordinary Shares

any one of the events specified in sub-clause 9.1 of the Loan Agreement

the admission of any of the Company's shares to the official list of The Stock Exchange of the United Kingdom and Ireland ("the Stock Exchange") or the grant of permission to deal in any of the Company's shares on any other public securities market (including the Unlisted Securities Market of The Stock Exchange)

the loan agreement dated 27th May, 1987 made between the Company and the Bank as the same may be amended or supplemented from time to time

the result of $P \times N + X$

Where:

"P"

means the price at which the Company's shares which are the subject of the Listing are offered to or placed with the public (or, in the case of an offer for sale by tender, the minimum tender price under such offer) as part of the Listing arrangements; and

"N"

means the total number of the Company's shares allotted or in issue immediately following Listing (excluding any new Shares which are to be or have been newly subscribed in order to raise additional capital as part of the Listing arrangements or to finance the redemption of the Preference Shares)

	<p>"X"</p> <p>means the aggregate nominal amount paid up on and the aggregate premium paid in respect of all Preference Shares unredeemed prior to the issue of any new shares issued in order to redeem the Preference Shares (plus any arrears of dividend on the Preference Shares)</p>
"Minimum Dividend"	as defined in Article 7
"Preference Share"	a Redeemable Cumulative Preference Share of 1p in the capital of the Company
"Ordinary Share"	an "A" Ordinary Share or "B" Ordinary Share
"Ordinary Shareholder"	a holder for the time being of Ordinary Shares
"Preference Shareholder"	a holder for the time being of Preference Shares
"Redeemable Ordinary Share"	a "C" Redeemable Ordinary Share or a "D" Redeemable Ordinary Share
"Redeemable Ordinary Shareholder"	a holder for the time being of a Redeemable Ordinary Share
"Shareholder-related Contract"	any contract, agreement, arrangement or transaction, including in particular contracts of employment or for the provision of services, made between any "A" Ordinary Shareholder (or person who in relation to such "A" Ordinary Shareholder is a Connected Person) and the Company or any holding company of the Company or any subsidiary of the Company or of any such holding company
"Table A"	Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 (as amended) in force at the date of adoption of these Articles
"Connected Person"	as defined by Section 533 Income and Corporation Taxes Act 1970
"Shareholders Agreement"	the agreement dated 27th May, 1987 made between (1) the Company (2) J. Burton and others and (3) Barclaytrust International Limited and Manufacturers Hanover Limited relating, inter alia, to the subscription for shares in the Company

Words and expressions defined in the Act shall, unless the context otherwise requires, have the same meanings in these Articles. The singular shall

include the plural and vice versa. The expression "shareholder" includes his personal representatives.

The expression "Suma Outstanding" in relation to the Loan Agreement shall be construed to include (i) any amount at any time owing by the Company to the Bank whether or not immediately due and payable and whether actual or contingent of whatsoever nature and (ii) any amount at any time available to be drawn by the Company from the Bank pursuant to the provisions of the Loan Agreement

2. TABLE A

The Regulations contained in Table A shall apply to the Company save in so far as they are excluded or modified hereby. The first sentence of Regulation 24 and Regulations 64, 73-77 inclusive, 80 and 87 of Table A shall not apply, but subject as aforesaid, and in addition to the remaining Regulations of Table A the following shall be the Articles of Association of the Company.

3. PUBLIC COMPANY

The Company is a public company.

4. SHARE CAPITAL

The share capital of the Company at the date of adoption of these Articles is £196,038.94 divided into 100,000 "A" Ordinary Shares of £1 each, 32,304 "B" Ordinary Shares of £1 each, 29,155 "C" Redeemable Ordinary Shares of £1 each, 1,534 "D" Redeemable Ordinary Shares of £1 5,000 "E" Ordinary Shares of £1 each each and 3,304,594 Preference Shares of 1p each.

5. PREFERENCE SHARES

The rights attaching to the Preference Shares are as follows:-

5.1 As regards income

5.1.1 The Preference Shares shall confer on the holders thereof the right to receive, in priority to the transfer of any sum to reserves or any rights of the holders of any other class of shares in the capital of the Company and payable without any resolution of the Directors or of the Company in general meeting, a fixed cumulative preferential dividend ("Preference Dividend") at the following rates:

<u>Rate per Annum</u>	<u>Period</u>
600 per cent	from date of issue to 30th June 1988
800 per cent	from 1st July 1988 to 30th June 1991
1,100 per cent	from 1st July 1991 and thereafter

all net of any associated tax credit on the nominal amount of the capital for the time being paid up thereon. The Preference Dividend shall accrue from day to day and be paid without prejudice to the

provisions of Article 5.1.3 half-yearly on 1st October and 1st April in each year in respect of the half-years ending on 30th June and 31st December, respectively preceding such dates out of the profits of the Company available for distribution PROVIDED THAT the first such payment shall be made on 1st April 1988 and shall be calculated from 27th May 1987. Any amount not so paid shall be carried forward and be payable in priority to the Preference Dividend payable on any later date.

5.1.2 The rate at which the Preference Dividend is payable shall be a rate per annum compounded with rests on the due dates for payment thereof, and the amount payable in respect of an overdue dividend shall be increased accordingly.

5.1.3 Although a Preference Dividend shall be due and payable in accordance with these Articles no payment shall be made in respect thereof to any Preference Shareholder unless and until at the date of such payment the Company:-

- (i) in relation to a Preference Dividend to be paid on 1st April shall have compiled and approved the financial statements relating to the accounting period for the financial year ending 31st December immediately prior to such date and referred to in sub-clause 8.1.1 of the Loan Agreement and copies of the same shall have been delivered to the Bank and in relation to a Preference Dividend to be paid on 1st October shall have compiled the financial statements relating to the accounts for the period ending June 30th prior to such date and referred to in sub-clause 8.1.3 of the Loan Agreement and a copy of the same shall have been delivered to the Bank; and
- (ii) is in compliance with the obligations contained in sub-clause 8.10 of the Loan Agreement and would remain so immediately following such payment while there are any Sums Outstanding under the Loan Agreement

or unless the Bank shall have given its prior Consent thereto in writing

5.2 As regards capital

On a return of capital on liquidation or otherwise the assets of the Company available for distribution amongst the Shareholders shall be applied, in priority to any payment to the holders of any other class of shares in the capital of the Company, in paying to the Preference Shareholders:-

- (i) first, the nominal amounts paid up on and any premium paid in respect of the Preference Shares held by them;
- (ii) secondly a sum equal to any arrears or deficiency of the Preference Dividend to be calculated down to the date of return of capital and to be payable irrespective of whether or not such dividend has been declared or earned.

5.3 Further Participation

The Preference Shares shall not confer any further right of participation in the profits or assets of the Company.

5.4 As regards redemption

5.4.1 The Company shall redeem for cash at par plus a premium of 99p per share on the following dates the following proportions in nominal amount of the Preference Shares then outstanding, namely,

15th May 1992	one seventh
15th May 1993	one sixth
15th May 1994	one fifth
15th May 1995	one fourth
15th May 1996	one third
15th May 1997	one half
15th May 1998	the whole

Each such date is referred to as a Redemption Date ("Redemption Date").

PROVIDED THAT if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other condition would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption monies no payment of the redemption monies shall be made when they are due unless the Bank shall have given its prior Consent in writing thereto or until there are no Sums Outstanding under the Loan Agreement;

5.4.2 Each such redemption of some but not all of the Preference Shares shall be made amongst the holders thereof pro rata as nearly as possible to their holdings of Preference Shares;

5.4.3 Without prejudice to the proviso contained in Article 5.4.1. upon the Redemption Date the nominal value of the Preference Shares to be redeemed and any premium in respect thereof and any Preference Dividend due thereon ("the redemption moneys") shall become a debt due and payable by the Company to the relevant Preference Shareholders and subject to receipt of the relevant share certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall forthwith upon the Redemption Date pay the redemption moneys to the appropriate shareholder;

5.4.4 On redemption the Company shall cancel the share certificate of the shareholder concerned and, in the case of a redemption of part of the Preference Shares included in the certificate, without charge issue a fresh certificate for the balance of Preference Shares not redeemed;

5.4.5 As from the relevant Redemption Date the Preference Dividend shall cease to accrue on any shares due to be redeemed on that date unless on the presentation of the certificate (or an indemnity as aforesaid) relating thereto the Company fails to make payment of the redemption moneys or as a result of the proviso contained in Article 5.4.1 the Company does not make payment of those monies in which case the Preference Dividend shall be deemed to have continued and shall continue to accrue from the relevant Redemption Date to the date of payment;

5.4.6 The Company shall establish a Preference Share capital redemption reserve and shall transfer in each financial year commencing after 31st December 1988 to such reserve out of the profits available for distribution after payment of the Preference Dividend such amount as may be necessary so that the reserve is not less than £330,460 times N where N is equal to the number of complete years expired since the date of

issue of the Preference Shares PROVIDED THAT such reserve need not exceed the aggregate of the total amount from time to time payable on redemption of the Preference Shares then outstanding. Such reserve shall be used solely for the purposes of redeeming the Preference Shares and shall not be used for any other purpose save with the consent of the holders of not less than 75 per cent. of the Preference Shares in general meeting or in writing.

5.5 As regards voting

Preference Shareholders shall be entitled to receive notice of and to attend and speak but not to vote at all General Meetings of the Company unless the Company:-

- a) shall not have paid the Preference Dividend on a due date for payment, or
- b) shall have failed to make payment of the redemption moneys due on a redemption of the Preference Shares

when the Preference Shareholders shall be entitled to receive notice of, to attend and until payment or redemption to vote at any General Meeting of the Company and on a show of hands each Preference Shareholder present in person or by proxy shall have one vote and on a poll shall have one vote for every Preference Share of which he is the holder.

5.6 Matters requiring Consent of Preference Shareholders

So long as any Preference Shares shall remain outstanding and except with such consent or sanction on the part of the Preference Shareholders as is required for a variation of the special rights attached to such shares:-

5.6.1 the Company shall not modify or vary the rights attaching to its Ordinary Shares or Redeemable Ordinary Shares, or the terms of its Preference Shares;

5.6.2 the Company shall not pass any resolution for reducing its Ordinary Shares or Preference Shares or (save for the purpose of redeeming any of the Preference Shares or the Redeemable Ordinary Shares) the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve in any manner or reduce any uncalled liability in respect of partly paid shares;

5.6.3 the Company shall not make any distribution payment or return to shareholders (other than in respect of the Preference Shares and the Redeemable Ordinary Shares) of a capital nature;

5.6.4 the Company shall not issue any further shares ranking as regards participation in the profits or assets of the Company in priority to or pari passu with the Preference Shares;

5.6.5 the Company shall not permit any subsidiary to issue (other than to the Company or another wholly-owned subsidiary of the Company) any shares ranking as regards participation in the assets or profits of that subsidiary in priority to its ordinary share capital nor shall any disposal be made by the Company or by any subsidiary of the Company of any such shares (otherwise than as aforesaid);

5.6.6 the Company shall not capitalise any undistributed profits (whether or not the same are available for distribution and including profits standing to any reserve) or any sum standing to the credit of its share premium account or capital redemption reserve

5.7 Early redemption by Preference Shareholders

5.7.1 Without prejudice to the provisions of Article 5.7.2 the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to require redemption of all the Preference Shares then in issue immediately upon the happening of any one or more of the following events:-

5.7.1.1 any Preference Dividend or any part thereof is not paid within six months of the due date whether or not such dividend shall have been declared or earned or otherwise be in law capable of being paid by the Company; or

5.7.1.2 any amount due on redemption of any Preference Shares is not paid within seven days of the due date whether or not sufficient profits or other funds are in law available for such redemption; or

5.7.1.3 any material breach (other than a breach by a Preference Shareholder a Redeemable Ordinary Shareholder or a "B" Ordinary Shareholder) has occurred of the provisions of Articles 5, 10, 11, 12, 16 and 20 of these Articles

and the provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect in relation to such redemption mutatis mutandis save that the Redemption Date shall be the date of such notice

PROVIDED THAT the Preference Shareholders shall be entitled by notice in writing to the Company given by the holders of a majority of the Preference Shares to withdraw any notice requiring redemption before such redemption has taken place

5.7.2 Although the redemption monies in respect of the Preference Shares shall be immediately due and payable pursuant to Article 5.7.1 no such payment of the redemption monies shall be made while there are any Sums Outstanding under the Loan Agreement unless the Bank shall have given its Consent

5.8 Default Rights

If the Company is at any time unable or fails to redeem the Preference Shares in accordance with its obligations hereunder and that if at such time there are Sums Outstanding under the Loan Agreement the prior Consent in writing of the Bank has been obtained any holder of not less than 10 per cent of the Preference Shares may duly proceed to convene a separate meeting of the Preference Shareholders for the purposes of considering and if thought fit, passing as an Extraordinary Resolution the following resolution namely:-

"That the Company be not wound up voluntarily".

If such resolution having been put to the vote, shall not be duly passed as an Extraordinary Resolution, any Preference Shareholder shall be entitled to convene an Extraordinary General Meeting of the Company for the purpose of considering, and if thought fit, passing as a Special Resolution, a resolution to the effect that the Company be wound up voluntarily and that the person named in the notice convening such meeting be appointed liquidator of the Company.

PROVIDED THAT no such meetings shall be held after the expiration of six months from the date when the Preference Shareholders become entitled to convene the same unless the Company again becomes obliged to redeem the Preference Shares and is unable or fails to do so. A meeting convened under this Article shall be convened in the same manner, as nearly as practicable, as that in which meetings are to be convened by the Directors. Any expenses incurred by the Preference Shareholders concerned in convening the meeting in question shall be repaid to such holders by the Company.

At an Extraordinary General Meeting of the Company called pursuant to the above paragraphs of this Article the quorum shall be one Preference Shareholder and those Preference Shareholders voting for the resolution to voluntarily wind up the Company shall be deemed to have cast three times the numbers of votes cast against the resolution. At any such meeting, only the Preference Shareholders may vote on any resolution relating to its adjournment.

5.9 Early Redemption by the Company

5.9.1 If there are no Sums Outstanding under the Loan Agreement or if the Company has obtained the prior consent in writing of the Bank the Company may at any time redeem the whole or any part of the Preference Shares then outstanding by serving notice of such redemption upon the Preference Shareholders specifying a date upon which redemption is to take place being not less than 14 days nor more than 30 days from the date of such notice PROVIDED THAT in the event of a partial redemption the Company may redeem only in multiples of 100,000 Preference Shares. The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be that specified in the said notice.

5.9.2 The Company shall redeem the whole of the Preference Shares at par plus a premium of 9p per share:-

- (i) immediately upon Listing; or
- (ii) immediately prior to the making of any transfer to which Article 15 applies but in respect of which no such offer has been made to purchase the Preference Shares at the price specified in that Article

PROVIDED THAT if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other condition would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption monies or the Bank shall not have given its prior Consent in writing thereto no repayment of redemption monies shall be made on Listing until there are no Sums Outstanding under the Loan Agreement.

The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that the Redemption Date shall be the date of Listing or the date immediately prior to such granting and any failure to do any act by a Preference Shareholder shall not prejudice due and proper redemption hereunder.

6. "A" ORDINARY SHARES "B" ORDINARY SHARES "E" ORDINARY SHARES AND REDEEMABLE ORDINARY SHARES

6.1.1 Save as otherwise specifically provided in these Articles the "A" Ordinary Shares "B" Ordinary Shares "E" Ordinary Shares and Redeemable Ordinary Shares shall rank pari passu but shall subject as provided in Article 8 hereof, constitute separate classes of shares.

6.1.2 (a) Immediately prior to the Listing of any of the ordinary shares of the Company or (if Listing has not occurred before 1st July, 1990) on 1st July, 1990 each Redeemable Ordinary Share which is not redeemed under Article 6.1.3 shall automatically convert into one "B" Ordinary Share.

(b) The following provisions shall have effect in relation to such automatic conversion:-

- (i) the Company shall forthwith notify the holders of Redeemable Ordinary Shares of such automatic conversion and any redemption pursuant to Article 6.1.3 in writing;
- (ii) forthwith thereafter the holders of the ordinary shares in the Company resulting from the conversion shall send to the Company certificates in respect of their respective Shares and the Company shall issue to such holders respectively certificates for the ordinary shares in the Company resulting from the conversion; and
- (iii) the "B" Ordinary Shares resulting from the conversion shall rank pari passu in all respects with the "B" Ordinary Shares in issue on the date of conversion.

6.1.3 The Company shall immediately upon Listing redeem the number of Redeemable Ordinary Shares determined by the Market Capitalisation set out below:-

- (a) the rate of redemption if the notice referred to in Article 6.1.2 is served after 1st July 1989 but on or before 30th June 1990 is as follows:

<u>Number Redeemed</u>		
<u>Market Capitalisation</u>	<u>"C" Redeemable Ordinary Shares</u>	<u>"D" Redeemable Ordinary Shares</u>
£20m (or above)	29,155	1,534
£19.5m (or above)	27,847	1,466
£19m (or above)	26,836	1,412
£18.5m (or above)	25,448	1,339
£18m (or above)	24,375	1,283
£17.5m (or above)	22,900	1,205

£17m (or above)	21,759	1,145
£16.5m (or above)	20,587	1,084
£16m (or above)	19,382	1,020
£15.5m (or above)	18,560	977
£15m (or above)	17,297	910
£14.5m (or above)	15,557	819
£14m (or above)	13,749	724
£13.5m (or above)	11,867	625
£13m (or above)	9,406	495
£12.5m (or above)	5,194	273
£12m (or above)	Nil	Nil

- (b) the rate of redemption if the notice referred to in Article 6.1.2 is served on or before 30th June 1989 is as follows:

<u>Market Capitalisation</u>	<u>Number Redeemed</u>	
	<u>"C" Redeemable Ordinary Shares</u>	<u>"D" Redeemable Ordinary Shares</u>
£11.5m (or above)	22,143	1,165
£11m (or above)	20,189	1,063
£10.5m (or above)	18,143	955
£10m (or above)	14,662	772
£9.5m (or above)	10,406	548
£9m (or above)	6,281	331

6.2.1 PROVIDED THAT

- (a) if no such redemption referred to in Article 6.1.3 shall have been effected before 1st July 1990 then all the Redeemable Ordinary Share will convert into "B" Ordinary Shares in accordance with Article 6.1.2
- (b) no such redemption referred to in Article 6.1.3 shall be effected following any redemption of Preference Shares made at the request of the Preference Shareholders by reason of any default
- (c) if an Event of Default or any condition, event or act which with the giving of notice and/or lapse of time and/or fulfilment of any other conditions would constitute an Event of Default has occurred or would be likely to occur in the opinion of the Bank after the payment of such redemption money no payment of the redemption monies shall be made unless the Bank shall have given its prior Consent in writing thereto or until there are no Sums Outstanding under the Loan Agreement.

6.2.2 The provisions of Article 5.4.2 to 5.4.5 inclusive shall have effect mutatis mutandis to such redemption save that (i) Redeemable Ordinary Shareholders will receive the nominal value of the Redeemable Ordinary Shares plus any premium paid on the Redeemable Ordinary Shares and (ii) the Redemption Date shall in the case of a redemption pursuant to Article 6.1.3 above shall be the date of Listing and any failure to do any act by a shareholder shall not prejudice due and proper redemption hereunder.

6.2.3 Save as otherwise provided in these Articles the Ordinary Shares and the Redeemable Ordinary Shares shall rank pari passu.

7. MINIMUM DIVIDEND

7.1 Subject to the provisions of the Loan Agreement while there are any Sums Outstanding thereunder and subject to the payment of the Preference Dividend and provided that the "B" Director so requires by notice in writing given prior to the end of the relevant financial year the "B" Ordinary Shareholders and the Redeemable Ordinary Shareholders shall be entitled in respect of each financial year of the Company commencing on or after 1st January 1990 to a dividend (the "Minimum Dividend") of a cash sum (net of any associated tax credit) equal to 50 per cent. of the net profits (as hereinafter defined) of the Company and its subsidiaries for the relevant financial year; the Minimum Dividend (if any) shall be payable (without any resolution of the Directors or of the Company in general meeting) not more than 14 days after the Annual General Meeting at which the audited accounts of the Company for the relevant financial year are adopted such Annual General Meeting to be held no later than the "B" Director reasonably requires in each financial period and shall be distributed amongst the "B" Ordinary Shareholders and the Redeemable Ordinary Shareholders pro rata according to the nominal amount (but excluding any premium) paid up or credited as paid up on the "B" Ordinary Shares and the Redeemable Ordinary Shares held by them.

7.2 For the purpose of calculating the Minimum Dividend the expression "net profits" shall mean the net profits of the Company and its subsidiaries available for distribution as shown by the audited consolidated profit and loss account of the Company and its subsidiaries for the relevant financial year before any provision is made for the payment of any dividend on any share in the capital of the Company or any of its subsidiaries or for any other distribution or for the transfer of any sum to reserves other than the Preference Dividend and transfers to the Preference Share capital redemption reserve referred to above.

7.3 Subject as stated in Article 7.1 the Company shall procure the distribution to the Company in respect of each such financial year, whether by way of dividend, reduction of capital, liquidation of subsidiaries or otherwise, of sufficient of the profits of its subsidiaries to enable the Company to pay the Minimum Dividend. Subject to payment of the Minimum Dividend any further profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the shareholders according to the amounts paid up or credited as paid up on the shares (excluding any premium) and in accordance with the rights attaching to such shares held by them respectively.

8. ISSUES OF SHARES

8.1 There will be no new issues of shares prior to Listing other than to effect a Listing.

8.2 Subject to these Articles the pre-emption provisions of sub-section (1) of Section 89 and sub-sections (1) to (6) of Section 90 of the Act shall apply to any allotment of the Company's equity securities after Listing PROVIDED THAT (a) for the purposes of those sub-sections the "A" Ordinary Shares and "B" Ordinary Shares "E" Ordinary Shares and the Redeemable Ordinary Shares shall be treated as one class; (b) the period specified in Section 90(6) of the Act shall be 60 days and (c) the holders of equity securities ("Equity Shareholders") who accept shares shall be entitled to

indicate that they would accept shares that have not been accepted by other Equity Shareholders ("Excess Shares") on the same terms as originally offered to all Equity Shareholders and any shares not so accepted shall be allotted to the Equity Shareholders who have indicated they would accept Excess Shares; such Excess Shares shall be allotted in the numbers in which they have been accepted by Equity Shareholders or if the number of Excess Shares is not sufficient for all Equity Shareholders to be allotted all the Excess Shares they have indicated they would accept then the Excess Shares shall be allotted as nearly as practicable in the proportion that the number of Excess Shares each Equity Shareholder indicated he would accept bears to the total number of Excess Shares applied for.

9. VOTES

Subject to the provisions of these Articles, Regulation 54 of Table A shall apply to the voting rights of the Shareholders of the Company save that when any decision is required to be made by the Company in respect of a breach by an "A" Shareholder of any provision of the Shareholders Agreement the holders of the "B" Ordinary Shares shall have three times the aggregate number of votes attached to the "A" Ordinary Shares "E" Ordinary Shares respectively apportioned pro rata amongst the "B" Ordinary Shares.

10. PERMITTED TRANSFERS

10.1 The Directors shall not register any transfer of shares in the Company save in the circumstances permitted by this Article and Articles 11, 12 and 13 and save as provided in this Article the shareholders shall not be entitled to transfer any shares whether by way of sale or otherwise except in accordance with the provisions of Articles 11, 12 and 13.

10.2 Without prejudice to Regulation 5 of Table A, any share held by a shareholder may be transferred to a person shown to the satisfaction of the "B" Director to be a nominee of or a trustee for that shareholder only (the "Beneficial Shareholder") PROVIDED THAT the provisions of this Article and Articles 11, 12, 13, 14 and 15 shall apply to any share so transferred as if it were still held by the Beneficial Shareholder. Any share held by such a nominee or trustee for such Beneficial Shareholder may be transferred to such Beneficial Shareholder or subject to the proviso in this sub-paragraph to another nominee or trustee for such Beneficial Shareholder.

10.3 Any "B" Ordinary Shareholder or Redeemable Ordinary Shareholder which is a body corporate may transfer any shares to its ultimate parent company or any other body corporate controlled directly or indirectly by its ultimate parent company PROVIDED ALWAYS THAT the transferee gives an undertaking to the Company that in the event of any such body corporate ceasing to be controlled directly or indirectly by such ultimate parent company immediately prior to it so ceasing such shares shall be transferred to another body corporate so controlled.

10.4 Any share may be transferred at any time by a shareholder to any other person with the consent of the holders of ninety five per cent of the issued ordinary share capital for the time being of the Company.

10.5 Any shares which are held by or on behalf of a unit trust or other unincorporated association may be transferred to the holder or holders of units in such unit trust or unincorporated association, subject to the prior approval of the "B" Director.

11. TRANSFERS BY "A" SHAREHOLDERS

11.1 Any "A" Ordinary Shareholder wishing to transfer part or all of the Ordinary Shares held by him (the "Retiring Shareholder") shall first give a notice in writing (a "Sale Notice") to the Company specifying the number and denoting numbers (if any) of the "A" Ordinary Shares which the Retiring Shareholder wishes to sell (the "Sale Shares") which notice shall constitute the Company the agent of the Retiring Shareholder for the sale of the Sale Shares at market value (such value to be determined in accordance with the provisions of Article 11.6) ("Market Value").

11.2 On receipt of a Sale Notice the Company shall forthwith offer the Sale Shares at Market Value first to all the other "A" Ordinary Shareholders in proportion as nearly as may be to their existing holdings of "A" Ordinary Shares in the Company. Such offer shall to the extent that the same is not accepted within 42 days of the receipt of the Sale Notice by the Company be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the "A" Ordinary Shareholders who have accepted Sale Shares and if there be more than one such "A" Ordinary Shareholder in proportion as nearly as may be to their existing holding of "A" Ordinary Shares. Such offer shall to the extent that it is not accepted within 49 days of receipt of the Sale Notice by the Company be deemed to be declined.

11.3 If the Company shall not have found "A" Ordinary Shareholders willing to purchase all of the Sale Shares pursuant to Article 11.2 the Company shall forthwith offer the Sale Shares not so accepted to the "B" Ordinary Shareholders at Market Value in proportion as nearly as may be to the nominal amount of their respective holdings of "B" Ordinary Shares. Such offer shall to the extent that the same is not accepted within 70 days of receipt of the Sale Notice by the Company be deemed to be declined and any remaining Sale Shares which have not been accepted shall forthwith be offered at Market Value to the "B" Ordinary Shareholders who have accepted Sale Shares and if there be more than one such "B" Ordinary Shareholder in proportion as nearly as may be to their existing holdings of "B" Ordinary Shares. Such offer shall be to the extent that it is not accepted within 77 days of the receipt of the Sale Notice by the Company be deemed to be declined.

11.4 If the Company shall find purchasing shareholders in respect of all or (except where the Sale Notice provides otherwise) any of the Sale Shares it shall forthwith give notice thereof to the Retiring Shareholder which notice shall provide:-

11.4.1 the price for the Sale Shares is to be Market Value determined in accordance with this Article and

11.4.2 subject to the proviso contained in Article 12 the Retiring Shareholder shall have the right to revoke his Sale Notice and the purchasing shareholder shall have the right to withdraw the proposed purchase until either Market Value is agreed between them or the expiry of seven days of the date of the Chartered Accountant's determination of Market Value. In the event of withdrawal the shares comprised in such Sale Notice shall be offered as if the offer to the purchasing shareholder had been declined and all time limits shall be adjusted to run accordingly.

In the event of revocation the offer shall lapse and the provisions of

this Article shall apply to any further attempt to transfer the Sale Shares

11.4.3 if the Retiring Shareholder does not revoke his Sale Notice and the purchasing shareholder does not withdraw as provided above then they shall be bound to complete the sale and purchase within seven days of the end of the period of revocation or withdrawal specified in Article 11.4.2.

11.5 If the Company shall not find purchasing shareholder(s) pursuant to the above provisions for all of the Sale Shares or if through no default of the Retiring Shareholder the purchase of any of the Sale Shares is not completed within the time period specified above the Retiring Shareholder shall be at liberty at any time within one month after the determination of Market Value or if later within six months after the first service of the Sale Notice to transfer such of the Sale Shares as were not accepted by purchasing shareholder(s) or in respect of which the sale was not completed as aforesaid or (in any case where the Sale Notice stated that the Retiring Shareholder required to sell all and not part only of the Sale Shares) all of the Sale Shares to any person he may wish and at Market Value or any higher or (subject as provided below) lower price PROVIDED THAT no Sale Shares shall be sold at a lower price than Market Value without first serving a further Sale Notice upon the Company specifying such lower price as the price at which such Sale Shares are offered and all the provisions of this Article 11 shall apply to such further Sale Notice save that Market Value shall be deemed to be such lower price.

11.6 The market value of the Sale Shares shall be determined by agreement between the Retiring Shareholder and the purchasing shareholders but in default of agreement thereon within fourteen days of the first offering of the Sale Shares or any of them to such shareholders shall be calculated on the basis of a sale between a willing seller and a willing purchaser (as at the date of the Sale Notice) and shall be certified by an independent Chartered Accountant of not less than five years standing to be agreed between the parties and in default of agreement to be appointed by the President for the time being of The Institute of Chartered Accountants in England and Wales on the application of the Retiring Shareholder or any purchasing shareholder. In so certifying the said Chartered Accountant shall act as an expert and not as an arbitrator and his decision shall be final and binding upon the parties. In calculating the market value no regard shall be had to the fact that the Sale Shares constitute a majority or minority interest in the Company or to the fact that their transferability is restricted by these Articles.

11.7 In the event of the Retiring Shareholder failing to carry out the sale of any of the Sale Shares after the expiry of the time limit for revocation the Directors may authorise some person to execute a transfer of the Sale Shares to the purchasing shareholder(s) and the Company may give a good receipt for the purchase price of such Sale Shares and may register the purchasing shareholder(s) as holders thereof and issue to them certificates for the same whereupon the purchasing shareholder(s) shall become indefeasibly entitled thereto. The Retiring Shareholder shall in such case be bound to deliver up his certificate for the Sale Shares to the Company whereupon the Retiring Shareholder shall be entitled to receive the purchase price which shall in the meantime be held by the Company on trust for the Retiring Shareholder but without interest. If such certificate shall comprise any shares which the Retiring Shareholder has not become bound to

transfer as aforesaid the Company shall issue to the Retiring Shareholder a certificate for such shares.

11.8 The cost of obtaining a certificate of Market Value shall be borne equally by the Retiring Shareholder and the purchasing shareholder(s) PROVIDED THAT if any Retiring Shareholder shall within twelve months of revoking a Sale Notice serve a further Sale Notice in respect of any of the Shares comprised in an earlier Sale Notice the cost of obtaining a certificate relating to such further Sale Notice shall be borne wholly by such Retiring Shareholder.

11.9 Transfer by "E" Ordinary Shareholders

The provisions of Articles 11 shall apply mutatis mutandis to the transfer whether by sale or otherwise of the "E" Ordinary Shares save that references to "A" Ordinary Shares and "A" Shareholders shall be read and construed as references to "E" Ordinary Shares and to "E" Ordinary Shareholders and references to "E" Ordinary Shareholders shall be read and construed as references to "A" Ordinary Shareholders (or their nominees).

12. DEEMED SALE NOTICE

12.1 Subject to Article 12.2 in any case where an "A" Ordinary Shareholder or an "E" Ordinary Shareholder ceases to be either a director or an employee of the Company or any of its subsidiaries (and is not continuing as either a director or an employee of the Company or of another subsidiary, as the case may be) for a reason other than redundancy or the termination of his directorship or employment by the Company without good cause whether or not by due notice he shall be deemed to have served an Sale Notice pursuant to Article 11 above in respect of his entire holding of "A" Ordinary Shares or "E" Ordinary Shares (including any shares held for him pursuant to Article 10.2) and the provisions of Article 11 shall apply in relation thereto PROVIDED THAT a Sale Notice deemed to be given by such director or employee in the circumstances herein referred to shall not be capable of revocation.

12.2 PROVIDED THAT an "E" Ordinary Shareholder continues as a director and employee of the Company or any of its subsidiaries until he reaches the age of 65 the provisions of Article 12.1 will not apply to the "E" Ordinary Shares held by him.

13. TRANSFER OF PREFERENCE SHARES "B" ORDINARY SHARES AND REDEEMABLE ORDINARY SHARES

13.1 The Preference Shares shall be freely transferable and the provisions and restrictions of Articles 10, 11 and 12 shall not apply to the Preference Shares.

13.2 Prior to 30th June 1991 the provisions of Article 11 shall apply mutatis mutandis to the transfer whether by way of sale or otherwise of the "B" Ordinary Shares or the Redeemable Ordinary Shares save that references to "A" Ordinary Shares and "A" Shareholders shall be read and construed as references to "B" Ordinary Shares and/or Redeemable Ordinary Shares and to "B" Ordinary Shareholder and/or Redeemable Ordinary Shareholders and references to "B" Ordinary Shareholders shall be read and construed as references to "A" Ordinary Shareholders (or their nominees).

13.3 After 30th June 1991 the "B" Ordinary Shares and the Redeemable Ordinary Shares shall be freely transferable and the provisions and

restrictions of Articles 10, 11 and 12 shall not apply to the "B" Ordinary Shares and Redeemable Ordinary Shares.

14. CONVERSION ON TRANSFER OF "A" ORDINARY SHARES
"B" ORDINARY SHARES AND "E" ORDINARY SHARES

14.1 Any "A" Ordinary Share transferred to a "B" Ordinary Shareholder shall (without further authority than is herein contained being necessary) forthwith on the transfer of the same be deemed to have been converted into a "B" Ordinary Share having all the rights, privileges and restrictions attaching to the "B" Ordinary Shares.

14.2 Any "B" Ordinary Share transferred or issued to an "A" Ordinary Shareholder or "E" Ordinary Shareholder shall (without further authority than is herein contained) forthwith on the transfer of the same be deemed to have been converted into an "A" Ordinary Share or "E" Ordinary Share (as the case may be) having all the rights privileges and restrictions attaching to the "A" Ordinary Shares or "E" Ordinary Shares.

15. TRANSFERS CHANGING CONTROL

15.1 Notwithstanding anything in these Articles no sale or transfer of any "A" Ordinary Shares, "B" Ordinary Shares "E" Ordinary Shares or Redeemable Ordinary Shares to any person whomsoever conferring the right to vote at general meetings of the Company which would result if made and registered in a person whether or not then a member of the Company obtaining or increasing a controlling interest in the Company (the "Specified Shares") shall be made or registered without the previous written consent of the holders of seventy five per cent each of the "A" Ordinary Shares, "B" Ordinary Shares "E" Ordinary Shares and Redeemable Ordinary Shares (treated for this purpose as three separate classes) unless before the transfer is lodged for registration the proposed transferee or his nominee has made an offer (stipulated to be open for acceptance for at least twenty-eight days) to purchase all the other "A" Ordinary Shares "E" Ordinary Shares and "B" Ordinary Shares and Redeemable Ordinary Shares at the Specified Price (as hereinafter defined) and the Preference Shares at par plus an amount equal to any arrears and accruals of the Preference Dividend which offer every shareholder shall be bound within twenty-eight days of the making of such offer to him either to accept or reject in writing (and in default of so doing shall be deemed to have rejected the offer)

PROVIDED THAT the provisions of this Article shall not apply to the acquisition of shares by a person who was at 27th May 1987 an existing shareholder.

15.2 For the purpose of this Article:-

15.2.1 the expression "a controlling interest" shall mean shares conferring in the aggregate 40 per cent. or more of the total voting rights conferred by all the shares in the capital of the Company for the time being in issue and conferring the right to vote at all general meetings and shall include shares held by all persons who in relation to each other are Connected Persons or persons acting in concert within the meaning of the City Code on Takeovers and Mergers;

15.2.2 the expressions "transfer", "transferor" and "transferee" shall include respectively the renunciation of a renounceable letter of

allotment, the original allottee and the renounees under any such letter of allotment; and

15.2.3 the "Specified Price" shall mean a price per share at least pari passu with that offered or paid or payable by the proposed transferee or transferees or his or their nominees for the Specified Shares to the holders thereof plus an amount equal to the relevant proportion of any other consideration (in cash or otherwise) received or receivable by the holders of the Specified Shares which, having regard to the substance of the transaction as a whole, can reasonably be regarded as an addition to the price paid or payable for the Specified Shares. In the event of disagreement the calculation of the Specified Price shall be referred to an umpire (acting as expert and not as arbitrator) nominated by and acting at the joint expense of the parties concerned (or, in the event of disagreement as to nomination, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales at the request of any of the parties concerned) whose decision shall be final and binding.

16. MATTERS REQUIRING CONSENT OF "B" DIRECTOR

In addition to any other authority required in law the following matters all require to be authorised by the "B" Director in writing to the intent that this Article shall be a special right of the "B" Ordinary Shareholders as a class.

16.1 the sale, lease, transfer or other disposition in any financial year of the Company of

(a) the whole, or any significant part, of the undertaking of the Company; or

(b) the sale or other disposal of a subsidiary of the Company; or

(c) the whole, or any significant part of the undertaking of a subsidiary of the Company; or

the net assets of which represent more than 2 per cent. of the net tangible assets attributable to the Company and its subsidiaries taken as a whole, as shown by the latest available audited consolidated balance sheet of the Company and its subsidiaries (adjusted, as appropriate, to reflect any deterioration since the balance sheet date if any Director so requires and he shall so require if he has any reason to believe the net tangible assets have decreased since such date) or if no such balance sheet is available then assets having a value of greater than £100,000 PROVIDED THAT for the purposes of this Article all disposals in any financial year of the Company shall be aggregated for the purposes of assessing whether authorisation is required;

16.2 any action is commenced to wind up or dissolve the Company or any subsidiary of the Company;

16.3 the alteration of the accounting reference date of the Company or any subsidiary of the Company;

16.4 any variation in the authorised or issued share or loan capital or the creation or the granting of any options or other rights to subscribe for

shares or to convert into shares in the capital of the Company or any subsidiary of the Company;

16.5 any capital expenditure by the Company and its subsidiaries in any one financial year of the Company of an amount in excess of 3 per cent. of the net tangible assets attributable to the Company and its subsidiaries taken as a whole as shown by the latest available audited consolidated balance sheet of the Company and its subsidiaries (adjusted as appropriate, to reflect any deterioration since the balance sheet date if any Director shall so require and he shall so require if he has any reason to believe the net tangible assets have decreased since such date) or if no such balance sheet is available then capital expenditure shall not exceed £150,000 in any financial year of the Company;

16.6 any material change in the nature of the business of the Company and its subsidiaries taken as a whole;

16.7 the creation of any one or more mortgages, charges or encumbrances on any asset of the Company or its subsidiaries to secure an amount or amounts aggregating in any one financial year of the Company, in excess of £100,000 or the giving by the Company or any of its subsidiaries of any guarantee for such an amount or amounts;

16.8 the entry into or any variation of any Shareholder-related Contract or any variation of the remuneration or other benefits payable thereunder;

16.9 the making by the Company or any of its subsidiaries of any contract outside the ordinary course of their respective businesses or otherwise than at arm's length;

16.10 any alteration to the Memorandum or Articles of Association of the Company or any of its subsidiaries;

16.11 entering into by the Company or any of its subsidiaries of any lease, licence, tenancy or other similar obligation where the rental or other payments thereunder exceed or are likely to exceed £50,000 per annum; and the entering into by the Company and its subsidiaries of any such commitments whereby the rental or other payments in the aggregate exceed or are likely to exceed £100,000 in any year;

16.12 the declaration or distribution of any dividend or other payment out of the distributable profits of the Company other than dividends payable in respect of the Preference Shares, the redemption of the Preference Shares and the Redeemable Ordinary Shares and the Minimum Dividend payable pursuant to Article 7;

16.13 the incorporation of a new subsidiary or the purchase of any shares in any company;

16.14 the appointment of any director to the Board of the Company or any subsidiary of the Company

16.15 the appointment of any auditors of the Company or of any subsidiary of the Company (other than the reappointment of an existing auditor)

17. RESTRICTIONS ON THE COMPANY

Unless the Company is in default of its obligations under Article 5, whilst any "A" Ordinary Shares or "E" Ordinary Shares remain in issue except with such consent or sanction on the part of the holders of the "A" Ordinary Shares or "E" Ordinary Shares as is required for a modification of the rights attaching to such shares:-

- (a) no shares in the Company shall be issued nor shall any right to require the issue of any shares in the Company be granted;
- (b) no shares in the Company shall be consolidated, divided, sub-divided or cancelled;
- (c) the Company shall not reduce its share capital or the amount (if any) for the time being standing to the credit of its share premium account or capital redemption reserve fund in any manner for which the consent of the Court would be required pursuant to law;
- (d) there shall be no alteration in or addition to the Memorandum or Articles of Association of the Company;
- (e) there shall be no material change in the nature of the business of the Company and its subsidiaries taken as a whole;
- (f) the Company shall not resolve to wind up or dispose of the whole or a substantial part of the undertaking, property or assets of the Company and its subsidiaries taken as a whole.

18. ADJOURNED MEETINGS

If a meeting is adjourned under Regulation 41 of Table A because a quorum is not present, and at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the shareholders present shall form a quorum, and Regulation 41 of Table A shall be modified accordingly.

19. POLLS

A poll may be demanded by the Chairman or by any shareholder present in person or by proxy and having the right to vote at the meeting and Regulation 46(b) of Table A shall be modified accordingly.

20. DIRECTORS' BORROWING POWERS

20.1 The Directors may exercise all the powers of the Company to borrow or raise money and to mortgage or charge its undertaking, property and uncalled capital and to issue debentures, debenture stock and other securities as security for any debt, liability or obligation of the Company or of any third party PROVIDED THAT the Directors shall procure that (except with the consent of the "B" Director the aggregate of the amounts for the time being remaining undischarged or owing by the Company and its subsidiaries by way of borrowed monies (but excluding any inter-company loans, mortgages and charges) shall not exceed whichever is the greater of £4,700,000 or an amount equal to 2 times the aggregate of the amount for the time being paid up or credited as paid up on the issued share capital of the Company and the net amounts for the time being standing to the credit of the consolidated reserves (including but not limited to share premium account, capital

redemption reserve, and profit and loss account) of the Company and its subsidiaries all based on the latest audited consolidated balance sheet of the Company and its subsidiaries but:-

20.1.1 adjusted as may be appropriate to reflect any variations since the date of such balance sheet in the amount of such paid up capital the share premium account and the capital redemption reserve;

20.1.2 excluding any amounts set aside for deferred taxation and any amounts attributed to minority interests in subsidiaries of the Company;

20.1.3 deducting any amounts attributed to goodwill or other intangible assets;

20.1.4 deducting any amount equal to any distribution by the Company out of profits earned prior to the date of such balance sheet and which have been declared, recommended or made since that date except so far as provided for in such balance sheet.

20.2 For the purposes of this Article "borrowed monies" shall be deemed to include the following except in so far as otherwise taken into account:-

20.2.1 the aggregate amounts outstanding in respect of facilities afforded to the Company and its subsidiaries from any bank, acceptance, house, financial institution or any other person whatsoever, whether by way of overdraft, loan, acceptance credit or otherwise howsoever;

20.2.2 any sums of money the repayment whereof by a person other than the Company or any subsidiary is the subject of a guarantee or indemnity by the Company or its subsidiaries;

20.2.3 any amounts included in the balance sheet or the notes thereto representing the liability in respect of leases and hire purchase commitments.

20.2.4 the principal amount of any debenture (whether secured or unsecured) of any of the Company and its subsidiaries owned otherwise than by any of the Company and its subsidiaries;

20.2.5 the principal amount of any preference share capital of any subsidiary owned otherwise than by any of the Company and its subsidiaries; and

20.2.6 borrowings any fixed or minimum premium payable on final repayment of any borrowing or deemed borrowing;

but shall be deemed not to include:-

20.2.7 borrowings for the purposes of repaying the whole or any part of borrowings by any of the Company and its subsidiaries for the time being outstanding and so to be applied within six months of being so borrowed, pending their application for such purpose within such period; and

20.2.8 borrowings for the purpose of financing any contract in respect of which any part of the price receivable by any of the Company and its subsidiaries is guaranteed or insured by the Export Credits Guarantee Department of the Department of Trade and Industry or by any other Governmental department fulfilling a similar function, to an amount not

exceeding that part of the price receivable thereunder which is so guaranteed or insured.

20.3 A report by the Auditors as to the aggregate amount which may at any one time in accordance with the provisions of this Article be owing by the Company and its subsidiaries shall be conclusive in favour of the Company and all persons dealing with the Company.

20.4 When the aggregate amount of borrowings required to be taken into account for the purposes of this Article on any particular day is being ascertained, any of such moneys denominated or repayable in a currency other than sterling shall be converted for the purpose of calculating the sterling equivalent either:-

20.4.1 at the rate of exchange prevailing on that day in London PROVIDED THAT all but not some only of such moneys shall be converted at the rate of exchange prevailing in London six months before such day if thereby such aggregate amount would be less (and so that for this purpose the rate of exchange shall be taken as the middle market rate as at the close of business) or

20.4.2 to the extent that the repayment of such moneys is specifically covered by a forward purchase contract at the rate of exchange specified therein.

20.5 No lender or other person dealing with the Company shall be concerned to see or enquire whether the limit imposed by this Article is observed and no debt or liability incurred in excess of such limit shall be invalid and no security given for the same shall be invalid or ineffectual except in the case of express notice to the lender or recipient of the security or person to whom the liability is incurred at the time when the debt or liability was incurred or the security given that the limit hereby imposed had been or was thereby exceeded.

21. DIRECTORS

21.1 Unless otherwise determined by ordinary resolution the number of Directors (other than alternate directors) shall be not less than two.

21.2 A Director shall not retire by rotation and a Director appointed to fill a casual vacancy or as an addition to the Board shall not retire from office at the Annual General Meeting next following his appointment. Regulations 78 and 79 of Table A shall be modified accordingly.

21.3 The office of Director shall be vacated if the Director in the reasonable opinion of all his co-Directors becomes incapable by reason of mental disorder of discharging his duties as Director, and Regulation 81 of Table A shall be modified accordingly.

22. "B" DIRECTOR

22.1 The holders of seventy-five per cent. of the "B" Ordinary Shares shall be entitled to appoint and remove a Director of the Company ("B" Director"), and the "B" Director shall be entitled to receive an annual fee of £10,000 plus VAT payable quarterly in arrears in respect of such appointment together with all expenses incurred by him in connection with his appointment as a Director. Such appointment shall be made by notice in writing served upon the Company at its registered office.

22.2 No creation of or amendment to any Shareholder-related Contract or any variation of any payment or any benefits arising thereunder shall be made without the consent in writing of the "B" Director.

23. BOARD MEETINGS

Meetings of the Board of Directors shall take place no less frequently than once per calendar month and at least seven clear working days notice of each meeting shall be given to each Director provided that if a majority in number of the Directors agree to less frequent meetings and/or to a shorter period of notice then board meetings may be called less frequently and/or on such agreed shorter period of notice provided further that such majority so agreeing must include the "B" Director. All Board Meetings shall take place in the United Kingdom save with such agreement as aforesaid.

PJG\$01\$9.06
23/03/89/GWC

Price Waterhouse

1938746



4 April 1989

PRIVATE

The Directors
Servomex International Limited
Jarvis Brook
Crowborough
Sussex
TN6 3DU

Dear Sirs,

REPORT OF THE AUDITORS TO THE DIRECTORS OF SERVOMEX INTERNATIONAL LIMITED FOR THE PURPOSE OF AN APPLICATION UNDER SECTION (43) 3 OF THE COMPANIES ACT 1985.

We have examined the balance sheet of Servomex International Limited at 31 December 1988 which formed part of the audited financial statements for the year then ended, upon which we expressed an unqualified opinion. The scope of our work was limited to an examination of the relationship of the amounts stated in the audited balance sheet in connection with the company's proposed re-registration as a public company.

In our opinion the balance sheet at 31 December 1988 shows that at that date the amount of the company's net assets was not less than the aggregate of its called-up share capital and undistributable reserves.

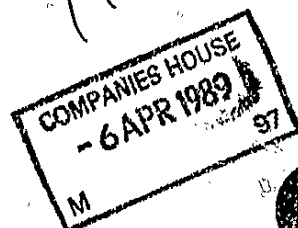
Yours faithfully,

Price Waterhouse



Offices at Aberdeen, Birmingham, Bristol, Cardiff, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Middlesbrough, Newcastle, Nottingham, Redhill, St Albans, Southampton and Windsor.
The partnership's principal place of business is at Southwark Towers, 32 London Bridge Street, London SE1 6UY where a list of the partners' names is available for inspection.
The firm is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.

Price Waterhouse



SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

1938746

DIRECTORS' REPORT AND ACCOUNTS

31 December 1988

SERVOMEX INTERNATIONAL LIMITED
(Formerly SWIFT 415 LIMITED)

DIRECTORS' REPORT

The directors present their report and the financial statements for the twelve months ended 31 December 1988.

PRINCIPAL ACTIVITY AND BUSINESS REVIEW

The principal activity of the Group is the design, manufacture, marketing and sale of Gas Analysis equipment, instrumentation and systems for distribution worldwide.

The Group's objectives are to broaden market penetration through the expansion and diversification of its product base by development and/or acquisition and through the continued promotion and support of its worldwide distribution and service network.

RESULTS FOR THE PERIOD

The Group achieved a profit before taxation of £1,617,000 (1987 - £492,000). The retained profit for the financial period amounted to £801,000 (1987 - £201,000) which was transferred to reserves.

A preference dividend of £232,000 (1987 - £118,000) has been proposed in respect of the 3,304,594 cumulative redeemable preference shares in issue. The directors do not recommend the payment of a dividend in respect of the ordinary shares.

RESEARCH AND DEVELOPMENT

The Group's products are classified by the directors as advanced technology and as such require constant update and renewal to remain competitive.

It is the policy of the Group to devote significant funds each year towards the exploitation of new technology within the gas analysis field.

REORGANISATION OF SHARE CAPITAL

The company agreed by special resolution on 4 October 1988 to reclassify 5,000 'A' ordinary shares as 'E' ordinary shares, a new class of share capital.

DIRECTORS

The directors of Servomex International Limited are listed below:

JR Burton (Chairman and Managing Director)
DR Winrow
FR Tipping
PG Parnell
RF Kydd
RMA Kocache
RM Gordon
P Smitham
CC Gregory (appointed 22 February 1989)

The directors and their families have the following interests in the ordinary share capital of Servomex International Limited:

	<u>Number of ordinary shares</u>
JR Burton ('A' Ords)	15,121
DR Winrow ('A' Ords)	5,040
PG Parnell ('A' Ords)	5,040
RF Kydd ('A' Ords)	5,040
RMA Kocache ('A' Ords)	5,040
RM Gordon ('A' Ords)	5,040
FR Tipping ('E' Ords)	5,000
('A' Ords)	40

SIGNIFICANT CHANGES IN TANGIBLE FIXED ASSETS

Movements in tangible fixed assets during the year are shown in note 10 to the financial statements.

A revaluation of certain of the Group's freehold land and buildings at 31 December 1988 was undertaken by the directors on the basis of appropriate independent professional advice. This valuation resulted in a revaluation surplus of £1,354,000, which has been credited to a separate reserve.

EMPLOYMENT OF DISABLED PERSONS

The Group's policy and practice is to maintain a working environment which gives due regard to the needs of disabled persons. Full and fair consideration is given to applications for employment from the disabled who have appropriate skills, experience or qualifications.

Employees who have become disabled are encouraged, as far as practicable, to continue with their existing work, or are provided with such training as will enable them to take up alternative work with the Group. The training, career development and promotion of a disabled person is, as far as possible, identical to that of a person fortunate enough not to suffer from a disability.

EMPLOYEE INVOLVEMENT

The directors believe in the benefits derived from the creation and maintenance of strong lines of communication within the Group. By means of regular monthly briefing and open discussion sessions, employees are advised and encouraged to ask questions upon a wide range of matters, including the Group's performance and development. Through these meetings, the directors seek to promote employee involvement in an understanding of the factors which impact on the Group's well being.

AUDITORS

The auditors, Price Waterhouse, have expressed their willingness to continue in office and resolutions re-appointing them and authorising the directors to fix their remuneration will be proposed at the Annual General Meeting.

By Order of the Board

RM Gordon
Secretary

31 March 1989

Price Waterhouse



AUDITORS' REPORT TO THE MEMBERS OF SERVOMEX INTERNATIONAL LIMITED (formerly SWIFT 415 LIMITED)

We have audited the financial statements on pages 5 to 20 in accordance with approved Auditing Standards.

In our opinion the financial statements give a true and fair view of the state of affairs of the Company and the Group at 31 December 1988 and of the profit and source and application of funds of the Group for the year then ended and comply with the Companies Act 1985.

Price Waterhouse
Chartered Accountants

31 March 1989



Offices at Aberdeen, Birmingham, Bristol, Cardiff, Edinburgh, Glasgow, Leeds, Leicester, Liverpool, London, Manchester, Middlesbrough, Newcastle, Nottingham, Rochdale, St Albans, Southampton and Windsor.
The partnership's principal place of business is at Southwark Towers, 32 London Bridge Street, London SE1 9SV where a list of the partners' names is available for inspection.
The firm is authorised by the Institute of Chartered Accountants in England and Wales to carry on investment business.

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

CONSOLIDATED PROFIT AND LOSS ACCOUNT
FOR THE YEAR ENDED 31 DECEMBER 1988

	<u>Notes</u>	Year ended <u>31 December 1988</u> £'000	9 months ended <u>31 December 1987</u> £'000
TURNOVER	2	12,220	5,888
Cost of sales		<u>(5,943)</u>	<u>(2,860)</u>
GROSS PROFIT		6,277	3,028
Selling and distribution costs		(2,467)	(1,295)
Administrative expenses		(1,802)	(1,031)
Other operating expense		<u>(77)</u>	<u>(16)</u>
OPERATING PROFIT	3	1,931	686
Interest receivable	5	59	52
Interest payable	6	<u>(373)</u>	<u>(246)</u>
PROFIT ON ORDINARY ACTIVITIES BEFORE TAXATION		1,617	492
TAXATION	7	<u>(584)</u>	<u>(173)</u>
PROFIT FOR THE FINANCIAL PERIOD	8	1,033	319
DIVIDENDS PAID AND PROPOSED	9	<u>(232)</u>	<u>(118)</u>
PROFIT TRANSFERRED TO RESERVES	17	<u>801</u>	<u>201</u>

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

CONSOLIDATED BALANCE SHEET - 31 DECEMBER 1988

	<u>Notes</u>	<u>Group 1988 £'000</u>	<u>Group 1987 £'000</u>	<u>Company 1988 £'000</u>	<u>Company 1987 £'000</u>
FIXED ASSETS					
Tangible assets	10	2,337	963	-	-
Investments in subsidiaries	11	-	-	3,469	2,287
		2,337	963	3,469	2,287
CURRENT ASSETS					
Stocks	12	2,918	2,519	-	-
Debtors	13	2,888	3,614	4,171	4,758
Cash at bank and in hand		887	916	-	-
		6,693	7,049	4,171	4,758
CREDITORS (amounts falling due within one year)	14	(2,691)	(2,921)	(666)	(274)
NET CURRENT ASSETS		4,002	4,128	3,505	4,484
TOTAL ASSETS LESS CURRENT LIABILITIES		6,339	5,091	6,974	6,771
CREDITORS (amounts falling due after more than one year)	14	(2,648)	(3,453)	(2,619)	(3,400)
PROVISIONS FOR LIABILITIES AND CHARGES	15	(58)	(105)	-	-
NET ASSETS		3,633	1,533	4,355	3,371
CAPITAL AND RESERVES					
Called up share capital	16	146	146	146	146
Share premium account	17	3,225	3,225	3,225	3,225
Profit and loss account	17	884	103	984	-
Goodwill write off reserve	17	(1,976)	(1,941)	-	-
Revaluation reserve	17	1,354	-	-	-
		3,633	1,533	4,355	3,371

JR BURTON)
RM GORDON) DIRECTORS

Approved by the Board of Directors on 31 March 1989.
The annexed notes form part of these accounts.

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

STATEMENT OF SOURCE AND APPLICATION OF FUNDS
FOR THE YEAR ENDED 31 DECEMBER 1988

SOURCE OF FUNDS	Year ended 31 December 1988 £'000	9 months ended 31 December 1987 £'000
Profit on ordinary activities before taxation	1,617	492
Adjustment for items not involving the movement of funds:	273	125
Depreciation	(20)	(90)
Exchange movements		
FUNDS GENERATED FROM OPERATIONS	1,870	527
FUNDS FROM OTHER SOURCES		
Issue of ordinary share capital	-	113
Issue of preference share capital	-	3,258
Medium term loan	2	3,400
Disposal of tangible fixed assets		14
TOTAL SOURCE OF FUNDS	1,872	7,312
APPLICATION OF FUNDS		
Repayment of medium term loan	(381)	-
Dividend paid	(217)	-
Purchase of tangible fixed assets	(295)	(100)
Tax paid	(255)	(1,861)
Purchase of Servomex Ltd and Servomex Company	(35)	(2,287)
Loan to former parent company	-	(1,622)
TOTAL APPLICATION OF FUNDS	(1,183)	(5,870)
NET SOURCE OF FUNDS	689	1,442
THE NET SOURCE OF FUNDS IS REPRESENTED BY THE FOLLOWING INCREASE/ (DECREASE) IN WORKING CAPITAL		
Stocks	399	218
Debtors	416	(401)
Creditors	(97)	1,623
(Decrease)/increase in net liquid funds:	(29)	2
Cash at bank and in hand	689	1,442

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988

1 ACCOUNTING POLICIES

(a) Basis of accounting

The Group prepares its annual financial statements under the historical cost convention, with the exception of certain freehold land and buildings, which are included at open market value on an existing use basis at 31 December 1988.

(b) Basis of consolidation

The results of the Group's subsidiaries are included in the consolidated profit and loss account from the date of acquisition.

(c) Turnover

Turnover represents the value of goods and services invoiced to customers during the year excluding all sales taxes.

(d) Translation of foreign currencies

Transactions arising in foreign currencies are translated into sterling at the approximate rates of exchange ruling at the time they arise. Exchange gains and losses are credited or charged to the profit and loss account. Assets and liabilities denominated in foreign currencies are translated into sterling at rates ruling at the balance sheet date.

The profit and losses of foreign branches and subsidiaries are translated into sterling at the average rates prevailing during the year.

(e) Depreciation

Depreciation is calculated to write off the cost of fixed assets in equal annual instalments over their estimated useful lives as follows:

Freehold buildings	50 years
Leasehold buildings	5 to 50 years
Plant and equipment	4 to 16 years
Motor vehicles	4 to 5 years

(f) Goodwill

Goodwill is calculated by reference to the surplus of the costs of acquiring the Company's subsidiaries over the fair values of the net assets acquired. Goodwill is written off as it arises to a separate reserve designated for that purpose.

SERVONEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

1 ACCOUNTING POLICIES (continued)

(g) Finance leases

Where fixed assets are financed by leasing agreements that give rights approximately equivalent to ownership (finance leases) the assets are treated as if they have been purchased outright. The corresponding lease commitments are treated as obligations to the lessor. Leasing payments are treated as consisting of capital and interest elements with the interest charged against revenue. Assets held under finance leases are depreciated over the estimated useful life of the asset or the lease period, whichever is the lower.

All other leases are operating leases, the annual rentals of which are charged to the profit and loss account on a straight line basis over the term of the lease.

(h) Fixed asset investments

Fixed asset investments are stated at cost, but are written down to their realisable value if there has been a permanent diminution in their value.

(i) Stocks

Stocks are recorded at the lower of cost (including an appropriate proportion of overheads) and net realisable value.

Cost is calculated on a first in first out basis and represents the expenditure incurred in the normal course of business in bringing the stocks to their present location and condition.

(j) Deferred taxation

Deferred taxation is provided only to the extent that it is considered probable that a liability will crystallise in the foreseeable future.

(k) Research and development

All research and development expenditure is written off in the period in which it is incurred.

(l) Research grants

Research grants receivable from the UK government under approved research projects are credited to the profit and loss account in the period that the grants are confirmed.

SERVOMEK INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

1 ACCOUNTING POLICIES (continued)

(m) Pension cost

The Group operates a defined benefits pension scheme. Contributions to the scheme are based on the consulting actuary's recommendations and the related costs are charged to the profit and loss account in the period incurred.

2 TURNOVER

In the opinion of the Directors the Group operates in one class of business.

Analysis of turnover by geographical markets supplied is as follows:

	Year ended 31 December 1988 £'000	9 months to 31 December 1987 £'000
United Kingdom	2,812	1,427
Continental Europe	4,022	1,901
North America	4,295	1,991
Elsewhere	<u>1,091</u>	<u>569</u>
	<u>12,220</u>	<u>5,888</u>

3 OPERATING PROFIT

Is arrived at after charging:

	Year ended 31 December 1988 £'000	9 months to 31 December 1987 £'000
Depreciation of owned assets	248	113
Depreciation of assets held under finance leases	25	12
Auditors' remuneration	37	33
Operating lease payments	301	163
Finance lease charges	<u>9</u>	<u>8</u>

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

DIRECTORS AND EMPLOYEES

The average weekly number of persons employed by the Group during the period was:

	<u>1988</u> Number	<u>1987</u> Number
Manufacturing and production	207	175
Research and development	35	36
Selling and administration	<u>94</u>	<u>95</u>
	<u>336</u>	<u>306</u>
Staff costs (for the persons above):	£'000	£'000
Wages and salaries	3,946	2,090
Social security costs	335	164
Other pension costs	<u>130</u>	<u>58</u>
	<u>4,411</u>	<u>2,312</u>

Year ended	9 months to
<u>31 December 1988</u>	<u>31 December 1987</u>

The directors received the following remuneration:

Total directors' emoluments (including pension contributions)	<u>£293,148</u>	<u>£169,817</u>
Emoluments of chairman and highest paid director (excluding pension contributions)	<u>£56,915</u>	<u>£32,888</u>

Year ended	9 months to
<u>31 December 1988</u>	<u>31 December 1987</u>
£	£

Number of other directors whose emoluments (excluding pension contributions) are within the following ranges:

£5,001 - £10,000	1	1
£20,001 - £25,000	-	6
£35,001 - £40,000	6	-

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

5 INTEREST RECEIVABLE

Interest receivable reflects income in respect of short term deposits.

6 INTEREST PAYABLE

	Year ended 31 December 1988 £'000	9 months to 31 December 1987 £'000
Interest on bank overdrafts	1	5
Interest on medium term loan	372	241
	<u>373</u>	<u>246</u>
Interest is payable in respect of:		
Borrowings repayable within 5 years	297	129
Borrowings repayable after more than 5 years	76	117
	<u>373</u>	<u>246</u>

7 TAXATION

	Year ended 31 December 1988 £'000	9 months to 31 December 1987 £'000
Based on the results for the year:		
United Kingdom corporation tax at 35%	492	170
Overseas taxation	201	64
Double taxation relief	(62)	(53)
	631	181
Deferred taxation credit	(47)	(8)
	<u>584</u>	<u>173</u>

8 PROFIT FOR THE FINANCIAL PERIOD

As permitted by Section 228 (7) of the Companies Act 1985 the profit and loss account of Servomex International Limited is not presented as part of these accounts. The profit after taxation attributable to Servomex International Limited for the period dealt with in the accounts of the Company is £1,235,000. (9 months ended 31 December 1987 - £118,000).

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

9 DIVIDENDS PAID AND PROPOSED

	Year ended 31 December 1988 £'000	9 months to 31 December 1987 £'000
In respect of 3,304,594 redeemable preference shares of 1p:		
Paid at 600% (1 January - 30 June)	99	19
Proposed at 800% (1 July - 31 December)	<u>133</u>	<u>99</u>
	<u>232</u>	<u>118</u>

10 TANGIBLE FIXED ASSETS

	Freehold property £'000	Short leasehold property £'000	Plant and equipment £'000	Total £'000
<u>Cost</u>				
At 1 January 1988	309	70	2,015	2,394
Additions	-	33	262	295
Disposals	-	-	(24)	(24)
Revaluation adjustment	1,290	-	-	1,290
Exchange adjustments	<u>-</u>	<u>-</u>	<u>3</u>	<u>3</u>
At 31 December 1988	<u>1,599</u>	<u>103</u>	<u>2,256</u>	<u>3,958</u>
<u>Depreciation</u>				
At 1 January 1988	61	12	1,358	1,431
Charge for the year	3	5	265	273
Disposals	-	-	(22)	(22)
Depreciation on revalued assets	(64)	-	-	(64)
Exchange adjustments	<u>-</u>	<u>-</u>	<u>3</u>	<u>3</u>
At 31 December 1988	<u>-</u>	<u>17</u>	<u>1,604</u>	<u>1,621</u>
<u>Net book values</u>				
At 31 December 1988	<u>1,599</u>	<u>86</u>	<u>652</u>	<u>2,337</u>
At 31 December 1987	<u>248</u>	<u>58</u>	<u>657</u>	<u>963</u>

Certain freehold land and buildings were professionally valued at 31 December 1988 by St John Vaughan, Estate Agents, Surveyors, Auctioneers and Valuers. This valuation has been incorporated in the financial statements with effect from 31 December 1988. The historical cost net book value of the revalued assets was £231,000 at 31 December 1988.

Included in plant and equipment are assets held under finance leases with a net book value of £58,605 (31 December 1987 £83,190).

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

11 INVESTMENTS IN SUBSIDIARIES

	£'000
At 1 January 1988	2,287
Reclassification of loan to Sybron Corporation	1,147
Additional costs of acquiring Servomex Limited	<u>35</u>
At 31 December 1988	<u>3,469</u>

The Company's subsidiaries, which are wholly owned, are listed below:

	Incorporated in
Servomex Limited	England
Servomex Company	United States of America
Servomex Overseas Limited	England
Servomex UK Limited	England

12 STOCKS

	Group 1988 £'000	Group 1987 £'000	Company 1988 £'000	Company 1987 £'000
Raw materials and consumables	588	516	-	-
Work in progress	2,035	1,718	-	-
Finished goods	<u>295</u>	<u>285</u>	<u>-</u>	<u>-</u>
	<u>2,918</u>	<u>2,519</u>	<u>-</u>	<u>-</u>

In the opinion of the directors the replacement cost of the Group's stocks does not differ significantly from the amount at which they are stated in the balance sheet.

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

13 DEBTORS

	Group 1988 £'000	Group 1987 £'000	Company 1988 £'000	Company 1987 £'000
Trade debtors	2,087	1,715	-	-
Interest free loan to Sybron Corporation	480	1,622	480	1,622
Other debtors	88	145	2	18
Prepayments	233	132	29	-
Taxation recoverable	-	-	31	-
Amounts owed by subsidiaries	-	-	3,629	3,118
	<u>2,888</u>	<u>3,614</u>	<u>4,171</u>	<u>4,758</u>

The interest free loan to Sybron Corporation (the previous owner of Servomex Limited) falls to be repaid upon the settlement by the Group of certain liabilities incurred in the normal course of business.

During the year, these liabilities were more precisely determined and the amounts provided by the Group at 31 December 1987 was reduced. In accordance with the agreement under which the Company acquired Servomex Limited, the amount by which these liabilities were previously over-provided has been deducted from the Company's interest free loan to Sybron Corporation, and reclassified as cost of investment in Servomex Limited.

The Group's debtors are recoverable within one year.

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

14 CREDITORS

	Group 1988 £'000	Group 1987 £'000	Company 1988 £'000	Company 1987 £'000
Amounts falling due within one year:				
Medium term loan	400	-	400	-
Obligations under finance leases	24	23	-	-
Trade creditors	543	503	-	-
Dividends payable	133	118	133	118
Corporation tax	860	1,626	-	26
Taxation and social security	205	128	-	-
Other creditors	263	188	29	-
Accruals and deferred income	263	335	104	130
	<u>2,691</u>	<u>2,921</u>	<u>666</u>	<u>274</u>
Amounts falling due after more than one year:				
Obligations under finance leases	29	53	-	-
Payments under medium term loan				
- Due in 2 - 5 years	2,000	1,750	2,000	1,750
- Due after more than 5 years	619	1,650	619	1,650
	<u>2,648</u>	<u>3,453</u>	<u>2,619</u>	<u>3,400</u>

The medium term loan is secured by a fixed and floating charge over the assets and undertaking of the Company's subsidiaries.

15 PROVISIONS FOR LIABILITIES AND CHARGES

Provisions for liabilities and charges
comprise deferred taxation:

	Group 1988 £'000	Group 1987 £'000	Company 1988 £'000	Company 1987 £'000
Deferred taxation:				
At 1 January 1988	105	-	-	-
Provided at acquisition of subsidiaries	-	113	-	-
Profit and loss account	(47)	(8)	-	-
At 31 December 1988	<u>58</u>	<u>105</u>	<u>-</u>	<u>-</u>

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

15 PROVISIONS FOR LIABILITIES AND CHARGES (continued)

	Group 1988 £'000	Group 1987 £'000	Company 1988 £'000	Company 1987 £'000
Deferred taxation comprises:				
Accelerated capital allowances	68	113	-	-
Other timing differences	(10)	(8)	-	-
	<u>58</u>	<u>105</u>	<u>-</u>	<u>-</u>

The full potential amount of deferred taxation has been provided.

No provision has been made for any capital gains tax that might arise on the sale by the Group of its revalued land and buildings, as there is no present intention of disposal.

16 CALLED UP SHARE CAPITAL

(1) Authorised share capital

On 4 October 1988 5,000 of the Company's 'A' ordinary shares were reclassified as 'E' ordinary shares.

After this reclassification the Company's authorised share capital was as follows:

	1988		1987	
	Number	£'000	Number	£'000
'A' ordinary shares of £1 each	95,000	95	100,000	100
'B' ordinary shares of £1 each	32,304	32	32,304	32
'C' redeemable ordinary shares of £1 each	29,155	29	29,155	29
'D' redeemable ordinary shares of £1 each	1,534	2	1,534	2
'E' ordinary shares of £1 each	5,000	5	-	-
Preference shares of 1p each	3,304,594	<u>33</u>	3,304,594	<u>33</u>
		<u>196</u>		<u>196</u>

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

16 CALLED UP SHARE CAPITAL (continued)

(2) Issued and fully paid

	1988		1987	
	Number	£'000	Number	£'000
'A' ordinary shares of £1 each	45,000	45	50,000	50
'B' ordinary shares of £1 each	32,304	32	32,304	32
'C' redeemable ordinary shares of £1 each	29,155	29	29,155	29
'D' redeemable ordinary shares of £1 each	1,534	2	1,534	2
'E' ordinary shares of £1 each	5,000	5	-	-
Preference shares of 1p each	3,304,594	33	3,304,594	33
		<u>146</u>		<u>146</u>

The preference shares were issued at a premium of 99p per share.

(3) Redeemable ordinary shares

The Company's "A", "B" and "E" ordinary shares and "C" and "D" redeemable ordinary shares rank pari passu, with the principal exception that a percentage of the "C" and "D" redeemable ordinary shares falls to be redeemed at par in the event of the admission of any of the Company's ordinary shares to any recognised Stock Exchange ("flotation") prior to 30 June 1990. The percentage of the redeemable ordinary shares to be so redeemed will be determined by the date of flotation and the market capitalisation achieved.

Immediately prior to listing or (if flotation has not occurred before 1 July 1990) on 1 July 1990, each "C" or "D" redeemable ordinary share that has not been redeemed under the arrangements referred to above will be converted into one "B" Ordinary share.

(4) Preference shares

The preference shares, which rank in priority both as regards income and capital above any other class of share, bear the right to a fixed cumulative preferential dividend at the following rates (net of tax credit) on the nominal amount of capital:

- * 600% - from date of issue to 30 June 1988
- * 800% - from 1 July 1988 to 30 June 1991
- * 1,100% - from 1 July 1991 and after

The preference shares fall for redemption at a premium of 99p per share in stages during the period 1992 - 1998 or at flotation, if earlier.

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

17 RESERVES

Group

	Share Premium account £'000	Profit and loss account £'000	Goodwill write off reserve £'000	Revaluation reserve £'000
Balance at 1 January 1988	3,225	103	(1,941)	-
Retained profit	-	801	-	-
Revaluation of land and buildings	-	-	-	1,354
Acquisition costs	-	-	(1,182)	-
Provisions released	-	-	1,147	-
Exchange movements	-	(20)	-	-
Balance at 31 December 1988	<u>3,225</u>	<u>884</u>	<u>(1,976)</u>	<u>1,354</u>

Acquisition costs reflect additional costs incurred in acquiring Servomex Limited. The provisions were made at acquisition in the accounts of Servomex Limited but have proved to be surplus to requirements.

Company

	Share Premium account £'000	Profit and loss account £'000
Balance at 1 January 1988	3,225	-
Retained profit	-	984
Balance at 31 December 1988	<u>3,225</u>	<u>984</u>

18 CAPITAL COMMITMENTS

Capital expenditure authorised but not
contracted for

1988 £'000	1987 £'000
<u>60</u>	<u>28</u>

SERVOMEX INTERNATIONAL LIMITED
(formerly SWIFT 415 LIMITED)

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 31 DECEMBER 1988 (continued)

19 COMMITMENTS UNDER OPERATING LEASES

At 31 December 1988 the Group had the following annual commitments under non-cancellable operating leases:

	<u>Land and buildings</u>		<u>Other</u>	
	<u>1988</u>	<u>1987</u>	<u>1988</u>	<u>1987</u>
	£'000	£'000	£'000	£'000
Expiring within one year	33	2	17	30
Expiring between two and five years	-	43	140	94
Expiring in five years or more	<u>144</u>	<u>86</u>	<u>-</u>	<u>-</u>
	<u>177</u>	<u>131</u>	<u>157</u>	<u>124</u>

20 OBLIGATIONS UNDER FINANCE LEASES

At 31 December 1988 the Group had the following commitments under finance leases, excluding future interest charges:

	<u>1988</u>	<u>1987</u>
	£'000	£'000
Payable within 1 year	24	23
Payable in 2 - 5 years	<u>29</u>	<u>53</u>
	<u>53</u>	<u>76</u>

21 CONTINGENT LIABILITIES

At 31 December 1988 the Group had contingent liabilities in respect of guarantees to third parties and discounted bills of exchange amounting to £64,944 (31 December 1987 - £126,798).

22 PENSION SCHEME FUNDING

An actuarial valuation of the Group's pension scheme was undertaken as at 31 May 1987 by Cubie, Wood & Co Ltd, Actuaries. The actuary's report indicated that there was adequate funding to meet the liabilities of the scheme.

G

COMPANIES FORM No. 43(3)(e)

**Declaration of compliance
with requirements by a
private company on application
for re-registration as a public
company****43(3)(e)**Please do not
write in this margin

Pursuant to section 43(3)(e) of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
in indelible block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

1938746

Name of company

SERVOMEX INTERNATIONAL LIMITED

Insert full name
of company

I, ROBERT MALCOLM GORDON

of 5 PLEASANT VIEW ROAD, CROWBOROUGH, EAST SUSSEX

Delete as
appropriate

Insert date

[the secretary] ~~and directors~~ of the company, do solemnly and sincerely declare that:

- 1 the company, on 31st March 1989, passed a special resolution that the company should be re-registered as a public company;
- 2 the conditions of sections 44 and 45 of the above Act (so far as applicable) have been satisfied;
- 3 between the balance sheet date and the application for re-registration, there has been no change in the company's financial position that has resulted in the amount of its net assets becoming less than the aggregate of its called-up share capital and undistributable reserves.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at 73 Cheapside
London EC2

Declarant to sign below

the 5th day of April
One thousand nine hundred and eighty-ninebefore me R. W. G. Pike

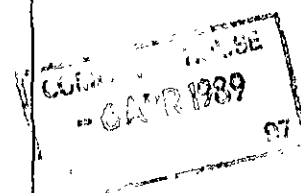
A Commissioner for Oaths or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths.

Presentor's name address and
reference (if any):Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

IZS/PJQG/EA0/89013384

For official Use
General Section

Post room



FILE COPY



CERTIFICATE OF INCORPORATION
ON CHANGE OF NAME
AND RE-REGISTRATION OF A PRIVATE COMPANY
AS A PUBLIC COMPANY

No. 1938746

I hereby certify that

SERVOMEX INTERNATIONAL LIMITED

formerly registered as a private company having changed
its name and having this day been re-registered under
the Companies Act 1985 as a public limited company is
now incorporated under the name of

SERVOMEX plc

and that the company is limited.

Given under my hand at Cardiff the 11TH APRIL 1989

A handwritten signature in cursive script, reading "J. R. Spears".

An Authorised Officer

C461(B)

G

COMPANIES FORM No.353a

353a

Notice of place for inspection of a register of members which is kept in a non-legible form, or of any change in that place

Please do not
write in
this margin

Pursuant to the Companies (Registers and Other Records) Regulations 1985

Note: For use only when the register is kept by computer or in some other non-legible form

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

--	--	--	--

1938746

Name of company

* insert full name
of company

*
SERVOMEX PLC

gives notice, in accordance with regulation 3(1) of the Companies (Registers and Other Records) Regulations 1985, that the place for inspection of the register of members of the company which the company keeps in a non-legible form is [now]†:

† delete as
appropriate

LLOYDS BANK PLC	REGISTRAR'S DEPARTMENT
GORING BY SEA	WORTHING WEST SUSSEX
	Postcode BN12 6DA

Signed



-[Director][Secretary]† Date 19.9.89

Presenter's name address and
reference (if any): PY/LAS

Lloyds Bank Plc
Registrar's Department
Goring by Sea
Worthing, West Sussex BN12 6DA

For official Use
General Section

Post 0052

COMPANIES HOUSE	
21 SEP 1989	
M	69

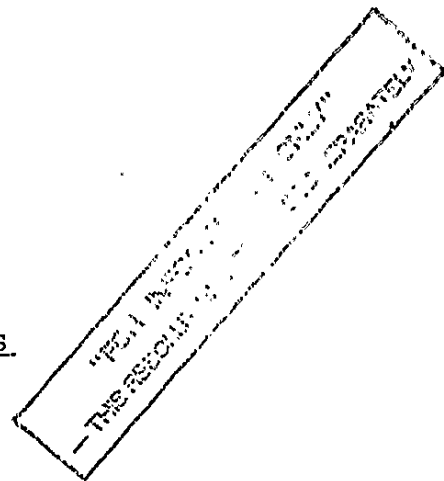
Company No. 1938746

THE COMPANIES ACT 1985

SPECIAL AND ORDINARY RESOLUTIONS

- of -

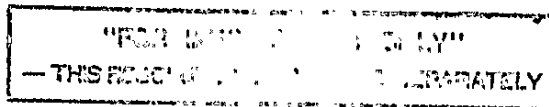
SERVOMEX plc



At an Extraordinary General Meeting of Servomex plc held at the offices of Schroder Securities Limited, 120 Cheapside, London EC2V 6DS on 19th April 1989 at 3.00 p.m. the following resolutions of which Resolutions 2, 5, 6, 7, 8, 9, 15 and 16 below are Ordinary Resolutions and Resolutions 1, 3, 4, 10, 11, 12, 13 and 14 below are Special Resolutions were duly passed.

1. THAT, conditionally upon the admission of the Company's ordinary share capital to the Official List of The Stock Exchange ("Listing") and the redemption of 22,143 "C" Redeemable Ordinary Shares of £1 each ("C" Shares) and 1,165 "D" Redeemable Ordinary Shares of £1 each ("D" Shares) in the capital of the Company in accordance with Resolution 12 below and the conversion into "B" Ordinary Shares of £1 each ("B" Shares) in the capital of the Company of the remainder of the "C" Shares and "D" Shares in accordance with the Company's existing Articles of Association, all the existing issued "A" Ordinary Shares of £1 each, all the existing unissued "A" Ordinary Shares of £1 each, all the "B" Shares, all the "E" Ordinary Shares of £1 each in the capital of the Company and all the authorised "C" Shares and "D" Shares (following redemption of the "C" Shares and "D" Shares under the existing Articles of Association) be reclassified as Ordinary Shares of £1 each.
2. THAT, conditionally upon Listing, the authorised share capital of the Company be increased to £197,951.40 by the creation of an





additional 191,246 Redeemable Cumulative Preference Shares of 1p each.

3. THAT, conditionally upon Listing and the redemption of all of the 1,965,887 Redeemable Cumulative Preference Shares of 1p each held by Barclaytrust International Limited as Trustee for the Schroder UK Buy Out Fund 1, the sum of £1,912.43 standing to the credit of the Company's share premium reserve be capitalised and applied in paying up in full 191,243 unissued Redeemable Cumulative Preference Shares of 1p each to be allotted credited as fully paid pro rata to the holders of the Redeemable Cumulative Preference Shares of 1p each on the register immediately following the redemption.
4. THAT, conditionally upon Listing and the capitalisation issue referred to in Resolution 3 above, all the issued and unissued Redeemable Cumulative Preference Shares of 1p each be reclassified as Ordinary Shares of 1p each.
5. THAT, conditionally upon Listing and the reclassification of the issued Redeemable Cumulative Preference Shares of 1p each into Ordinary Shares of 1p each in accordance with Resolution 4 above, the Ordinary Shares of 1p each resulting from the reclassification be consolidated into Ordinary Shares of £1 each.
6. THAT, conditionally upon Listing, each of the Ordinary Shares of £1 each arising from the reclassification referred to in Resolution 1 above and the consolidation referred to in Resolution 5 above be sub-divided into 20 Ordinary Shares of 5p each having the rights set out in the Articles of Association referred to in Resolution 13 below.
7. THAT, conditionally upon Listing, the authorised share capital of the Company be increased to £650,000 by the creation of an additional 9,040,972 Ordinary Shares of 5p each.
8. THAT, conditionally upon Listing and the reclassification of the Company's issued and unissued ordinary share capital in accordance with Resolution 1 above and the reclassification, consolidation and sub-division of the Company's preference share capital in

accordance with Resolutions 4, 5 and 6 above, the sum of £262,461.25 standing to the credit of the Company's share premium reserve be capitalised and applied in paying up in full 5,249,225 unissued Ordinary Shares of 5p each to be allotted credited as fully paid pro rata to the holders of Ordinary Shares of 5p each on the register at the time of Listing, fractions of a new Ordinary Share being rounded up to the nearest whole number of new Ordinary Shares.

9. THAT, conditionally upon Listing, the Directors shall have general and unconditional authority to exercise all powers of the Company to allot relevant securities (within the meaning of Section 80 of the Companies Act 1985) having an aggregate nominal value of up to £163,918.80 PROVIDED THAT this authority shall expire at the conclusion of the next Annual General Meeting after the passing of this Resolution save that the Company may before such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities in pursuance of such offer or agreement as if the authority hereby conferred had not expired.
10. THAT, conditionally upon Listing, the Directors be and are hereby empowered pursuant to Section 95 of the Companies Act 1985 to allot equity securities (within the meaning of Section 94 of the Companies Act 1985) pursuant to the authority conferred by Resolution 9 above as if Section 89 of the Companies Act 1985 did not apply to any such allotment PROVIDED THAT this power shall be limited to:-
- (a) the allotment of Ordinary Shares pursuant to the Company's Savings-Related Share Option Scheme and the Company's Executive Share Option Scheme up to such number of Ordinary Shares as will be equal to the lesser of 972,162 Ordinary Shares and 10 per cent. of the issued share capital from time to time of the Company;
 - (b) the allotment of up to 2,372,709 Ordinary Shares of 5p each for cash in connection with Listing

- (iv) deleting Clause 6.1.3 and inserting in substitution therefor the following:-

"6.1.3 The Company shall immediately upon Listing redeem such number of Redeemable Ordinary Shares as is agreed between the Company and the Redeemable Ordinary Shareholders PROVIDED THAT any such redemption must first be approved by a special resolution of the Company"

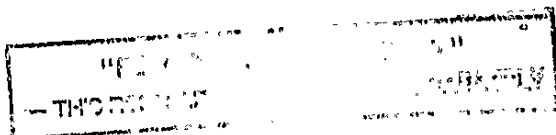
- (v) amending clause 110(b) of Table A by inserting after the words "to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions" the words "or, with the sanction of a special resolution of the company in general meeting, to such members or class or classes of members as the directors shall determine."

2. That, conditionally upon Listing and upon Resolution 11 above being duly passed as a Special Resolution of the Company, the Directors of the Company be and are hereby empowered to redeem 22,143 "C" Redeemable Ordinary Shares of £1 each and 1,165 "D" Redeemable Ordinary Shares of £1 each in accordance with Clause 6 of the existing Articles of Association of the Company as amended by Resolution 11 above.

13. That conditionally upon Listing, the Articles of Association annexed hereto and marked "A" and initialled by the Chairman of the Company for the purposes of identification be adopted by the Company as its new Articles of Association in replacement of and in substitution for the existing Articles of Association of the Company.

14. That the Share Premium Account of the Company be reduced by £1,977,000.

15. That subject to the approval of the Inland Revenue, Rule 4(i)(b) of the Company's Savings-Related Share Option Scheme be amended by inserting the words "(or such lower percentage, subject to a minimum of 80%, as may be permitted by the Act)" immediately after the words "90% of the middle market quotation of a Share".



- (c) the allotment of equity securities in connection with a rights issue to the holders of Ordinary Shares in proportion (as nearly as may be) to the respective numbers of Ordinary Shares held by them subject to the Directors having a right to aggregate and sell for the benefit of the Company all fractions of a share which may arise in apportioning equity securities among the Ordinary Shares and subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to legal or practical problems under the law of, or the requirements of any recognised regulatory body or any stock exchange in, or by virtue of the Ordinary Share being represented by depository receipts in any territory

and shall expire at the conclusion of the next Annual General Meeting of the Company after the passing of this Resolution PROVIDED THAT the Company may before such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities in pursuance of such offer or agreement as if the power hereby conferred had not expired.

11. That the existing Articles of Association of the Company be altered by:-

- (i) amending Clause 1 by deleting therefrom the definition of "Market Capitalisation"
- (ii) amending Clause 5.9.2 by substituting for the words "The Company shall redeem the whole of the Preference Shares" the words "The Company shall redeem such number of and such Preference Shares as the Preference Shareholders shall instruct the Company to redeem";
- (iii) amending Clause 6.1.2(a) by substituting for the words "immediately prior to the Listing" the words "immediately upon the Listing"

16. That subject to the approval of the Inland Revenue, Rule 6 of the Company's Savings - Related Share Option Scheme be replaced with the following rule:-

"6. Limits on Size of Scheme

Subject to the provisions of rule 8, the maximum number of shares issued or issuable pursuant to Options granted under this Scheme and any other Share Option Scheme operated by the Company shall not exceed the lesser of 972,162 Ordinary Shares and 10% of the ordinary share capital of the Company from time to time. Options granted by the Company in exchange pursuant to paragraph 15 of Schedule 9 to the Income and Corporation Taxes Act 1988 shall be aggregated for the purpose of this rule."

.....
Director

PJG\$03\$9.04/8.5.89

THE COMPANIES ACT 1985

SPECIAL AND ORDINARY RESOLUTIONS

- of -

SERVOMEX plc

At an Extraordinary General Meeting of Servomex plc held at the offices of Schroder Securities Limited, 120 Cheapside, London EC2V 6DS on 19th April 1989 at 3.00 p.m. the following resolutions of which Resolutions 2, 5, 6, 7, 8, 9, 15 and 16 below are Ordinary Resolutions and Resolutions 1, 3, 4, 10, 11, 12, 13 and 14 below are Special Resolutions were duly passed.

1. THAT, conditionally upon the admission of the Company's ordinary share capital to the Official List of The Stock Exchange ("Listing") and the redemption of 22,143 "C" Redeemable Ordinary Shares of £1 each ("C" Shares) and 1,165 "D" Redeemable Ordinary Shares of £1 each ("D" Shares) in the capital of the Company in accordance with Resolution 12 below and the conversion into "B" Ordinary Shares of £1 each ("B" Shares) in the capital of the Company of the remainder of the "C" Shares and "D" Shares in accordance with the Company's existing Articles of Association, all the existing issued "A" Ordinary Shares of £1 each, all the existing unissued "A" Ordinary Shares of £1 each, all the "B" Shares, all the "E" Ordinary Shares of £1 each in the capital of the Company and all the authorised "C" Shares and "D" Shares (following redemption of the "C" Shares and "D" Shares under the existing Articles of Association) be reclassified as Ordinary Shares of £1 each.
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6. THAT, conditionally upon Listing, each of the Ordinary Shares of £1 each arising from the reclassification referred to in Resolution 1 above and the consolidation referred to in Resolution 5 above be sub-divided into 20 Ordinary Shares of 5p each having the rights set out in the Articles of Association referred to in Resolution 13 below.
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10. THAT, conditionally upon Listing, the Directors be and are hereby empowered pursuant to Section 95 of the Companies Act 1985 to allot equity securities (within the meaning of Section 94 of the Companies Act 1985) pursuant to the authority conferred by Resolution 9 above as if Section 89 of the Companies Act 1985 did not apply to any such allotment PROVIDED THAT this power shall be limited to:-

(a) the allotment of Ordinary Shares pursuant to the Company's Savings-Related Share Option Scheme and the Company's Executive Share Option Scheme up to such number of Ordinary Shares as will be equal to the lesser of 972,162 Ordinary Shares and 10 per cent. of the issued share capital from time to time of the Company;

(b) the allotment of up to 2,372,709 Ordinary Shares of 5p each for cash in connection with Listing

- (c) the allotment of equity securities in connection with a rights issue to the holders of Ordinary Shares in proportion (as nearly as may be) to the respective numbers of Ordinary Shares held by them subject to the Directors having a right to aggregate and sell for the benefit of the Company all fractions of a share which may arise in apportioning equity securities among the Ordinary Shares and subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to legal or practical problems under the law of, or the requirements of any recognised regulatory body or any stock exchange in, or by virtue of the Ordinary Share being represented by depository receipts in any territory

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- (iv) deleting Clause 6.1.3 and inserting in substitution therefor the following:-

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- (v) amending clause 110(b) of Table A by inserting after the words "to the members who would have been entitled to it if it were distributed by way of dividend and in the same proportions" the words "or, with the sanction of a special resolution of the company in general meeting, to such members or class or classes of members as the directors shall determine."

12. That, conditionally upon Listing and upon Resolution 11 above being duly passed as a Special Resolution of the Company, the Directors of the Company be and are hereby empowered to redeem 22,143 "C" Redeemable Ordinary Shares of £1 each and 1,165 "D" Redeemable Ordinary Shares of £1 each in accordance with Clause 6 of the existing Articles of Association of the Company as amended by Resolution 11 above.
13. That conditionally upon Listing, the Articles of Association annexed hereto and marked "A" and initialled by the Chairman of the Company for the purposes of identification be adopted by the Company as its new Articles of Association in replacement of and in substitution for the existing Articles of Association of the Company.
14. That the Share Premium Account of the Company be reduced by £1,977,000.
15. That subject to the approval of the Inland Revenue, Rule 4(i)(b) of the Company's Savings-Related Share Option Scheme be amended by inserting the words "(or such lower percentage, subject to a minimum of 80%, as may be permitted by the Act)" immediately after the words "90% of the middle market quotation of a Share".

16. That subject to the approval of the Inland Revenue, Rule 6 of the Company's Savings - Related Share Option Scheme be replaced with the following rule:-

"6. Limits on Size of Scheme

Subject to the provisions of rule 8, the maximum number of shares issued or issuable pursuant to Options granted under this Scheme and any other Share Option Scheme operated by the Company shall not exceed the lesser of 972,162 Ordinary Shares and 10% of the ordinary share capital of the Company from time to time. Options granted by the Company in exchange pursuant to paragraph 15 of Schedule 9 to the Income and Corporation Taxes Act 1988 shall be aggregated for the purpose of this rule."

.....
Director

PJG\$03\$9.04/8.5.89

<u>NAME AND ADDRESS</u>	<u>NUMBER OF SHARES ALLOTTED</u> <u>Ordinary</u>
J R Burton The Hollies Mayfield Road Rotherfield East Sussex	720,800
F R Tipping 6 Wealdview Road Heathfield East Sussex	128,250
D R Winrow 14 Humber Close Worthing Sussex	222,000
R M Gordon 5 Pleasant View Road Crowborough East Sussex	252,000
R M A Kocache Serendipity Queens Road Crowborough East Sussex TN6 1EL	129,500
R F Kydd "Endways" Sheiling Road Crowborough East Sussex	212,000
P G Parnell 4 Hydehurst Close Crowborough East Sussex	252,000
D A Willett 2599 Smith Road No.2 Canadaigua New York USA	35,350
C Jossein 8 Avenue de la Pepiniers Temblay les Gonesse France	30,300
M P Langridge 35 Rocks Park Road Uckfield Sussex TN22 2AJ	25,250

M E Hofton 20,150
14 Swift Close
Crowborough
East Sussex

A J Howard 20,150
Flat No.2
11 Adelaide Crescent
Hove
Sussex

D J Perkins 20,150
Berry Barn
The Warren
Mayfield
East Sussex

W E Briggs 20,150
51 Rochester Way
Crowborough
East Sussex

F E Mepham 20,150
71 St Leonards Gardens
Hove
Brighton
Sussex

M Wiggins 20,150
Ashford
Luxford Lane
Crowborough
East Sussex

J S Osprey 8,650
Culzean
25 Gibraltar Rise
Heathfield
East Sussex

Barclaytrust International 2,525,000
International Limited
(as trustee of the
Schroder UK Venture Fund 1)
PO Box 184
Barclaytrust House
Les Echelons
South Esplanade
St Peter Port
Guernsey C.I.

Manufacturers Hanover Limited 224,200
The Adelphi
1-11 John Adam Street
London WC2N 6HT

J M. Burton The Hollies Mayfield Road Rotherfield East Sussex	11,750
P R Burton The Hollies Mayfield Road Rotherfield East Sussex	11,750
C J Burton The Hollies Mayfield Road Rotherfield East Sussex	11,750
A E Kocache Serendipity Queens Road Crowborough East Sussex TN6 1EL	102,500
A E Kocache and R M A Kocache jointly Serendipity Queens Road Crowborough East Sussex TN6 1EL	20,000
E S Kydd "Endways" Sheiling Road Crowborough East Sussex	7,500
A F Kydd "Endways" Sheiling Road Crowborough East Sussex	7,500
L H D Kydd "Endways" Sheiling Road Crowborough East Sussex	25,000
D A Osprey and A F Kane (as trustee for Louise Osprey)	5,750

I M Osprey 25 Gibraltar Rise Heathfield East Sussex	5,750
D M Tipping 6 Weald View Road Heathfield Essex	88,750
S J Tipping 99 Fermor Way Crowborough East Sussex	3,500
G D Tipping 2 Home Rule Cottages Green Lane Crowborough East Sussex	10,500
P J Tipping 6 Weald View Road Heathfield East Sussex	10,500
R F Tipping 99 Fermor Way Crowborough East Sussex	10,500
M R Winrow 177 Lordship Lane Tottenham London N17 6XF	10,000
R D Winrow 177 Lordship Lane Tottenham London N17 6XF	10,000
R J Winrow 8 Wylands Avenue Worthing Sussex	10,000

G**COMPANIES FORM No. 122****122****Notice of consolidation, division,
sub-division, redemption or
cancellation of shares, or conversion,
re-conversion of stock into shares**Please do not
write in
this margin

Pursuant to section 122 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

Please complete
legibly, preferably
in black type, or
bold block lettering

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1938746

Name of company

* SERVOMEX plc

* insert full name
of company

gives notice that:

On 27 April 1989

- (1) 22,143 "C" Redeemable Ordinary Shares of £1 each and 1,165 "D" Redeemable Ordinary Shares of £1 each were redeemed.
- (2) 1,965,887 Redeemable Cumulative Preference Shares of 1p each were redeemed.
- (3) 3,495,840 Ordinary Shares of 1p each were consolidated into 34,958.40 Ordinary Shares of £1 each.
- (4) 197,951.40 Ordinary Shares of £1 each were sub-divided into 3,959,028 Ordinary Shares of 5p each.

"FOR INFORMATION ONLY"

THIS RESOLUTION WAS PASSED SEPARATELY

THIS RESOLUTION WAS PASSED SEPARATELY

— THIS RESOLUTION WAS PASSED SEPARATELY —

† Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed

Designation: Director

Date

23/5/89

Presentor's name address and
reference (if any):Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

Ref; PJQG

For official Use
General Section

Post room

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COMPANIES FORM No. 123

**Notice of increase
in nominal capital****123**Please do not
write in
this margin

Pursuant to section 123 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

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1938746

Name of company

* SERVOMEX plc

* insert full name
of company

gives notice in accordance with section 123 of the above Act that by resolution of the company
dated 19th April 1989 the nominal capital of the company has been
increased by £ 452,048.60 beyond the registered capital of £ 197,951.40.

‡ the copy must be
printed or in some
other form approved
by the registrar

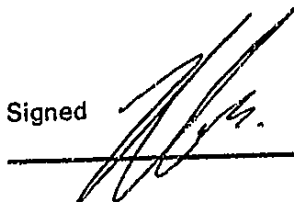
A copy of the resolution authorising the increase is attached.‡

The conditions (eg. voting rights, dividend rights, winding-up rights etc.) subject to which the new
shares have been or are to be issued are as follow:

The new shares, being ordinary shares of 5p each, rank pari passu in all
respects with all existing ordinary shares in the capital of the Company.

Please tick here if
continued overleaf☐‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed



Designation‡ DIRECTOR

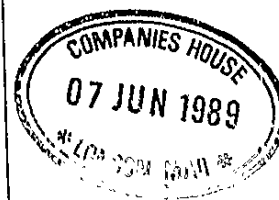
Date

Presentor's name address and
reference (if any):

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

For official Use
General Section

Post room



G

COMPANIES FORM No. 122

Notice of consolidation, division, sub-division, redemption or cancellation of shares, or conversion, re-conversion of stock into shares

122

Please do not
write in
this margin

Pursuant to section 122 of the Companies Act 1985

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

Company number

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1938746

Name of company

* SERVOMEX plc

* insert full name
of company

gives notice that:

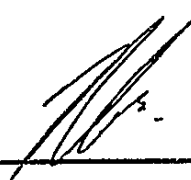
On 27 April 1989

- (1) 22,143 "C" Redeemable Ordinary Shares of £1 each and 1,165 "D" Redeemable Ordinary Share of £1 each were redeemed.
- (2) 1,965,887 Redeemable Cumulative Preference Shares of 1p each were redeemed.

"FC3 INFORMATION ONLY"
— THIS RESOLUTION PROCESSED SEPARATELY.
- (3) 3,495,840 Ordinary Shares of 1p each were consolidated into 34,958.40 Ordinary Shares of £1 each.
- (4) 197,951.40 Ordinary Shares of £1 each were sub-divided into 3,959,028 Ordinary Shares of 5p each.

‡ Insert
Director,
Secretary,
Administrator,
Administrative
Receiver or
Receiver
(Scotland) as
appropriate

Signed



Designation‡ Director

Date

23/5/89.

Presentor's name address and
reference (if any):

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

Ref; PJQG

For official Use
General Section

Post room



ORDINARY AND SPECIAL RESOLUTIONS

- of -

SERVOMEX PLC

(Passed 2nd May 1990)

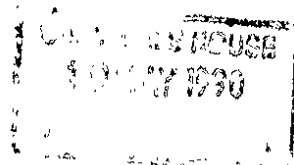
At an Annual General Meeting of the above named Company duly convened and held on 2nd May 1990 the following Resolutions were duly passed as Ordinary and Special Resolutions respectively of the Company:-

ORDINARY RESOLUTION

1. THAT the Directors be and are hereby generally and unconditionally authorised to exercise all or any of the powers of the Company to allot relevant securities (within the meaning of Section 80(2) of the Company Act 1985 ("the Act")) of the Company up to an aggregate nominal amount of £163,919 (34% of issued share capital of the Company) for a period expiring (on the Annual General Meeting of the Company held in 1991) (unless previously renewed, varied or revoked by the Company in General Meeting) save that the Company may prior to such expiry make an offer or agreement which would or might require relevant securities to be allotted after such expiry and the Directors may allot relevant securities pursuant to any such offer or agreement.

SPECIAL RESOLUTIONS

2. THAT the Directors be and are hereby empowered to allot equity securities (within the meaning of Section 94(2) of the Act) of the Company pursuant to the authority conferred by Resolution 5 as if Section 89(1) of the Act did not apply to such allotment provided that this power:



(A) shall expire (on the conclusion of the Annual General Meeting of the Company held in 1991) save that the Company may prior to such expiry make an offer or agreement which would or might require equity securities to be allotted after such expiry and the Directors may allot equity securities pursuant to any such offer or agreement; and

(B) shall be limited to:-

(a) any allotment of equity securities in connection with a rights issue to holders of equity securities in proportion (as nearly as may be) to their then holdings subject only to the Directors having a right to make such arrangements in connection with such rights issue as they deem necessary or expedient:

(i) to deal with equity securities representing fractional entitlements; and

(ii) to deal with equity securities which the Directors consider it necessary or expedient to exclude from the offer on account of either legal problems under the laws of any territory or the requirements of any recognised regulatory body or any other Stock Exchange; and

(b) any other allotments of equity securities for cash up to a maximum nominal amount of £24,300 (5% of issued share capital of the Company).

3. THAT the share premium account of the Company be reduced by £2,256,000.

KO\$566\$0.18


Chairman

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION
COMPANIES COURT
MR JUSTICE SCOTT

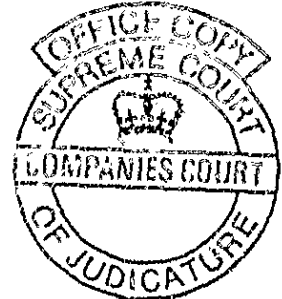
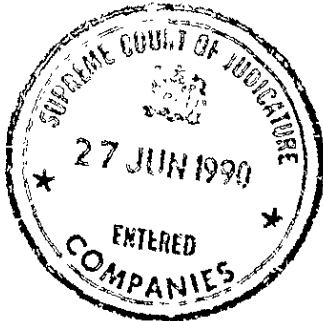
No. 003620 of 1990

Monday the 25th day of June 1990

IN THE MATTER OF SERVOMEX PLC

- and -

IN THE MATTER OF THE COMPANIES ACT 1985



as amended
UPON THE PETITION ^{as amended} of the above named SERVOMEX PLC (hereinafter called "the Company") whose registered office is situate at Crowborough Hill, Jarvis Brook, Crowborough, East Sussex TN6 3DU

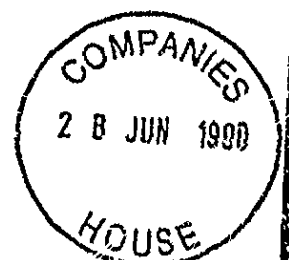
AND UPON HEARING Counsel for the Company

AND UPON READING the documents recorded on the Court file as having been read

THE COURT CONFIRMS the reduction of the amount standing to the credit of the Share Premium Account of the Company by £2,256,000 respectively resolved on and effected by a Special Resolution passed at an Annual General Meeting of the Company held on 2nd May 1990

AND IT IS ORDERED

1. that this Order be produced by the Company to the Registrar of Companies and that it deliver an Office Copy ^{hereof} to him
2. that notice of the registration by the Registrar of Companies of this Order be published by the Company once in the Financial Times newspaper within 21 days after such registration.



IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION

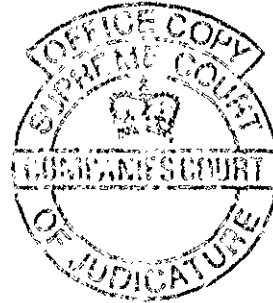
COMPANIES COURT

MR JUSTICE SCOTT

IN THE MATTER OF SERVOMEX PLC

- and -

IN THE MATTER OF THE COMPANIES ACT 1985



O R D E R

Clifford Chance
Royex House
Aldermanbury Square
London EC2V 7LD

K0\$104\$0.25

FILE COPY



CERTIFICATE OF REGISTRATION

OF ORDER OF COURT

ON

REDUCTION OF SHARP PREMIUM ACCOUNT

Whereas SERVOMEX PLC

having by Special Resolution reduced its share premium account as confirmed by an Order of the High Court of Justice, Chancery Division

dated the 25TH JUNE 1990

Now therefore I hereby certify that the said Order was registered pursuant to section 138 of the Companies Act 1985 on the 28TH JUNE 1990

Given under my hand at Cardiff the 2ND JULY 1990

No. 1938746

HM Jelliman

HM JELLIHAN

An Authorised Officer

SERVOMEX PLC

Minutes of a meeting of the Board of Directors held at the Company's registered office at 10.30 am on Thursday 15th September 1994.

Present: R Harrop Chairman
R M Gordon Director and Company Secretary

EXECUTIVE SHARE OPTION SCHEME

The Secretary advised the meeting that the Company had received personal cheques to the value of £12,500 and £10,500 from Mr Claude Jossien and Mr John Forte who had written to the Company expressing their wish to exercise their options over 10,000 and 8,400 shares respectively at 125 pence per share under the rules of the Companies Executive Share Option Scheme.

It was resolved that the Company allot 10,000 ordinary shares of 5p each to Mr Claude Jossien and 8,400 ordinary shares of 5p each to Mr John Forte in respect of the said options. The Secretary was instructed to notify the London Stock Exchange, and the Registrar of Companies in Cardiff and further to instruct the Company's Registrars to issue the relevant share certificates in due course.

There being no further business the meeting was closed.


R HARROP
CHAIRMAN

I certify this to be a true copy of the original.


R M GORDON

