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THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

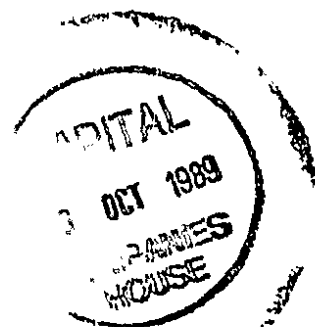
NEW

ARTICLES OF ASSOCIATION

OF

PLAINSHINE LIMITED

(Adopted by Special Resolution
passed on 24 October 1989)



Addleshaw, Sons & Latham
Dennis House
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Manchester
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TR6 (01)



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PLAINSHINE LIMITED

(Adopted by Special Resolution
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TABLE A

1. Subject as hereinafter provided and except where the same are varied by or inconsistent with these Articles the Regulations contained in Table A in the Companies (Tables A to F) Regulations 1985 (hereinafter called "Table A") shall apply to this Company.

2. Regulations 23 to 28 inclusive, 40, 41, 50, 54, 57, 64, 65 to 69 inclusive, 73 to 80 inclusive and 91 of Table A shall not apply to the Company, but the Articles hereinafter contained and the remaining Regulations of Table A, subject to the modifications hereinafter expressed, shall constitute the regulations of the Company.

3. In these Articles:

The 1985 Act means The Companies Act 1985 (and every statutory re-enactment thereof or modification thereto for the time being in force).

SHARE CAPITAL

4. The share capital of the Company is £1,000 divided into 500 "A" Ordinary Shares and 500 "B" Ordinary Shares all of £1 each. The "A" and "B" Ordinary Shares shall be deemed for the purposes of these Articles to be separate classes but shall except as hereinafter expressly provided rank pari passu in all respects and references to shares in these Articles shall be construed as references to both "A" and "B" Ordinary Shares.

5. Subject to the provisions of Articles 4 and 10 the Directors are authorised for the purposes of Section 80 of the 1985 Act to exercise the power of the Company to allot shares to the amount of the authorised but unissued share capital of the Company for the time being and the Directors may allot grant options over or otherwise dispose of such shares to such persons on such terms and in such manner as they think fit provided always that:

- (i) No shares shall be allotted at a discount;
- (ii) Save as provided in sub-paragraph (iii) of this Article the authority given in this Article to the Directors to exercise the power of the Company to allot shares shall expire five years after the date of adoption of these Articles;
- (iii) The Members in General Meeting may by Ordinary Resolution:
 - (a) renew the said authority (whether or not it has been previously renewed) for a period not exceeding five years; but such resolution must state (or restate) the amount of shares which may be allotted under such authority or as the case may be, the amount remaining to be allotted thereunder, and must specify the date on which the renewed authority will expire;

(b) revoke or vary any such authority (or renewed authority).

(iv) Notwithstanding the provisions of sub-paragraphs (ii) and (iii) of this Article the Company may make an offer or agreement which would or might require shares to be allotted after such authority has expired and in pursuance of such an offer or agreement the Directors may allot shares notwithstanding that such authority has expired.

In this Article any reference to the allotment of shares shall include a reference to the grant of any right to subscribe for, or to convert any security into shares, but shall not include any reference to the allotment of shares pursuant to such a right.

6. The Directors may at any time require any person whose name is entered in the Register to furnish them with any information, supported (if the Directors so require) by a statutory declaration, which they may consider necessary for the purpose of determining whether or not the Company is a close company within the meaning of the Income and Corporation Taxes Act 1988 or any statutory modification or re-enactment thereof.

LIEN

7. Regulation 8 of Table A shall be read and construed as if the words "(not being a fully paid share)" were deleted therefrom.

TRANSFER OF SHARES

8. (A) All transfers of shares shall be effected by instrument in writing in any form authorised by the Stock Transfer Act, 1963 or in such other form as the Directors may from time to time approve.

(B) Except in the case of partly paid shares when the instrument of transfer thereof shall be signed by or on behalf of the transferor and the transferee, the provisions of the Stock Transfer Act, 1963 shall apply to any instrument of transfer and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the Register in respect thereof.

9. (A) Save as hereinafter provided in this sub-clause it shall be obligatory for the Directors to register any duly stamped transfer of a share made pursuant to or permitted by the following sub-clauses of this Article and it shall also be obligatory for the Directors to refuse to register any transfer not so made or permitted. The Directors may decline to register any transfer of a share on which the Company has a lien. If the Directors refuse to register a transfer, they shall within two weeks after the date on which the transfer was lodged with the Company send to the transferor notice of the refusal.

(B) No share in the capital of the Company shall be or be purported to be transferred or otherwise disposed of or encumbered save pursuant to the provisions of this Article.

(C) In the event of any Member (including any person or persons entitled to any share or an interest therein in consequence of the death or bankruptcy of any person) wishing to dispose of any share or shares or an interest in any share or shares in the Company such Member (hereinafter called "the transferor") shall give notice in writing (hereinafter called "the transfer notice") to the Directors of the Company that he desires to transfer the same. A Transfer Notice shall specify the number and class of shares the transferor desires to transfer

or in which he desires to transfer an interest (such shares in each case being hereinafter referred to as "the Sale Shares"). A Transfer Notice may not relate to more than one class of shares. A Transfer Notice may contain a provision that unless all of the Sale Shares are sold by the Company pursuant to the following provisions of this Article none shall be so sold and such provision shall be binding on all persons. A Transfer Notice shall constitute the Company the transferor's agent for the sale of the Sale Shares (together with all rights attached thereto at the date of receipt of the Transfer Notice) according to the provisions hereinafter set out in this Article;

(D) As soon as reasonably possible after the price for the Sale Shares has been fixed pursuant to sub-clause (G) of this Article then in the event that the transferor is a member holding "A" Ordinary Shares:-

(i) The Company shall by notice in writing invite other members holding "A" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares as he or it shall specify in such application.

(ii) If members holding "A" Ordinary Shares shall fail to make application for all or any of the Sale Shares specified in sub-clause (i) of this Clause then forthwith upon expiry of the period of 21 days referred to in sub-clause (i) of this Clause the Company shall by notice in writing invite members holding "B" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares

(other than any applied for by members holding "A" Ordinary Shares) as he shall specify in such application.

(E) As soon as reasonably possible after the price for the Sale Shares has been fixed pursuant to sub-clause (G) of this Article then in the event that the transferor is a member holding "B" Ordinary Shares:-

(i) The Company shall by notice in writing invite other members holding "B" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares as he shall specify in such application.

(ii) If members holding "B" Ordinary Shares shall fail to make application for all or any of the Sale Shares specified in sub-clause (i) of this Clause then forthwith upon expiry of the period of 21 days the Company shall by notice in writing invite members holding "A" Ordinary Shares to apply in writing to the Company within 21 days of the date of despatch of such notice (which date shall be specified therein) for such maximum number of the Sale Shares (other than any applied for by members holding "B" Ordinary Shares) as he shall specify in such application.

(F) The price to be paid for each of the Sale Shares shall be the proportionate part of the open market value of the number of shares in the capital of the Company specified in the Transfer Notice. Open Market Value means the price which such shares might reasonably be expected to fetch on a sale by private treaty and at arm's length by a willing Vendor in the open market to a

single purchaser possessed of all information which a prudent prospective purchaser of such issued share capital might reasonably require. In determining the open market value no account shall in any circumstances be taken of the restrictions on the transfer of shares prescribed in this Article or of the fact that the Sale Shares may represent a minority interest;

- (G) The transferor and Directors of the Company as soon as reasonably possible after the giving of the Transfer Notice shall agree the price for the Sale Shares in accordance with sub-clause (F) above of this Article. Provided however that if the transferor and Directors shall be unable to agree the price within 14 days of the giving of the Transfer Notice then an independent Chartered Accountant (appointed as hereinafter provided) shall be asked to certify acting as an expert and not as an arbitrator the price for the Sale Shares calculated in the manner aforesaid. As soon as the Company receives the Accountants Certificate it shall furnish a certified copy thereof to the transferor;
- (H) The independent Chartered Accountant to be appointed for the purpose of sub-clause (G) above shall be appointed by agreement between the transferor and the Directors or in default of agreement by the President for the time being of the Institute of Chartered Accountants in England and Wales upon the application of either the transferor or the Directors and the cost of his appointment and of his Certificate shall be borne by the Company;
- (I) If within the periods specified in sub-clauses (D) and (E) above application shall have been received by the Company for all or (except where the Transfer Notice provided otherwise) any of the Sale shares pursuant to sub-clauses (D) and (E) the Directors shall allocate the

Sale Shares (or so many of them as shall be applied for as aforesaid) to and amongst the applicants and in case of competition pro rata as nearly as possible according to the nominal value of the Ordinary Shares in the Company of which they are registered as holders provided that no applicant shall be obliged to take more than the maximum number of Sale Shares specified by him as aforesaid. The Company shall forthwith give notice of such allocations (hereinafter called "an Allocation Notice") to the transferor and to persons to whom the Sale Shares have been allocated and shall specify in such Allocation Notice the place and time (being not earlier than 14 and not later than 28 days after the date of the Allocation Notice) at which the sale of the Sale Shares so allocated shall be completed;

- (J) The transferor shall be bound against receipt of the purchase price in respect thereof to transfer the Sale Shares comprised in an Allocation Notice to the Purchaser or Purchasers named therein at the time and place therein specified and if he shall fail to do so the Chairman of the Company or some other person appointed by the Directors shall be deemed to have been appointed the Attorney of the transferor with full power to execute complete and deliver in the name and on behalf of the transferor transfers of the Sale Shares to the Purchasers thereof against payment of the purchase price to the Company. On payment of the price to the Company the Purchaser shall be deemed to have obtained a good quittance for such payment and on execution and delivery of the transfer duly stamped the Purchaser shall be entitled to have his name entered into the Register of Members as the holder by transfer of the Sale Shares comprised in such transfer. The Company shall forthwith pay the price into a separate bank account in the Company's name and shall hold such price in trust for the transferor.

- (K) During the three months following the expiry of the period of 21 days referred to in sub-clause (D)(ii) or (E)(ii) (as appropriate) of this Article the transferor shall be at liberty to transfer to any person and at any price (not being less than the price fixed under sub-clause (G) of this Article) any Sale Share not allocated by the Directors in an Allocation Notice provided that if the transferor stipulated in his Transfer Notice that unless all the Sale Shares comprised therein were sold pursuant to this regulation none should be so sold the transferor shall not be entitled (save with the written consent of all the other members of the Company) to sell hereunder only some of the Sale Shares comprised in his Transfer Notice;
- (L) The Directors may on receipt of the written agreement of the holders of the whole of the issued share capital of the Company register a transfer of shares notwithstanding that the regulations contained in sub-clauses (B) to (K) inclusive of this Article shall not have been complied with and shall notwithstanding the aforesaid register any duly stamped transfer of shares from time to time held by a member to its Permitted Assignee or by its Permitted Assignee to such member or to another Permitted Assignee of such member.
- (M) A Permitted Assignee means any company which a member shall certify in writing to the Company as being a company whose relationship with such member is for the time being either:-
- (i) a subsidiary of such member;
 - (ii) a holding company of such member; or
 - (iii) a subsidiary of a holding company of such member;

(as such expressions are defined in Section 736 of the 1985 Act) Provided however that if any Permitted Assignee shall cease to have any such relationship to such member as aforesaid then such Permitted Assignee shall be deemed to have served a Transfer Notice as hereinbefore defined in respect of all the Ordinary Shares held by it in the Company in accordance with the provisions of sub-clause (C) hereof.

ALTERATION OF CAPITAL

10. In accordance with Section 95 of the 1985 Act sub-section (1) of Section 89 of the 1985 Act is excluded from applying to the Company. Subject to any direction to the contrary that may be given by the Company by Special Resolution, the unissued shares of the Company (whether forming part of the original or any increased capital) shall, before issue, be classified as "A" Ordinary and "B" Ordinary Shares in the same proportions as the issued Ordinary Shares of each class for the time being bear to the total issued Ordinary Shares in the capital of the Company, and shall be offered either at par or at a premium in the first instance but in any case at the same price per share regardless of the class of share being offered to the holders of shares of the same class as those being offered in proportion to the amount of the existing issued shares of the appropriate class of which they are the holders. The offer shall be made by notice specifying the number of shares offered, and limiting a time (being not less than twenty-eight days) within which the offer, if not accepted, shall be deemed to be declined, and after the expiration of that time, or on the receipt of an intimation from the persons to whom the offer is made that they decline to accept the shares offered, the Directors may thereafter dispose of the shares which shall not have been accepted in accordance with Article 5. No shares of either class shall be offered unless at the same time the same number of shares of the other class is also offered. Every other provision of these Articles which would permit the issue of shares otherwise than in

accordance with this Article shall be subject to the provisions of this Article and shall be treated as modified accordingly.

GENERAL MEETINGS

11. In every notice convening a General Meeting of the Company there shall appear with reasonable prominence a statement that a Member entitled to attend and vote is entitled to appoint a proxy to attend and vote instead of him and that such proxy need not also be a Member.

12. Proxies may be deposited at the Registered Office of the Company at any time before the time of the Meeting for which they are to be used unless otherwise specified in the notice convening such Meeting. Regulation 56 of Table A shall be modified accordingly.

13. No business shall be transacted at any general meeting unless a quorum of Members is present. One Member present in person or by proxy holding "A" Ordinary Shares and one Member present in person or by proxy holding "B" Ordinary Shares shall be a quorum. If within half an hour from the time appointed for any general meeting or any adjournment thereof a quorum is not present the meeting shall be dissolved. A corporation being a Member shall be deemed to be personally present if represented by its representative duly authorised.

14. For the purposes of Regulation 53 of Table A signature in the case of a corporate body which is a Member shall be sufficient if made by a Director or member of the governing body thereof or by its Secretary.

15. A poll may be demanded by the Chairman of a general meeting or by either Member present in person or by proxy and Regulation 46 of Table A shall be modified accordingly.

16. The Chairman of a general meeting shall not be entitled to a second or casting vote.

VOTES OF MEMBERS

17. Subject to any special terms as to voting upon which any shares may be issued or may for the time being be held, on a show of hands each Member present in person or by proxy shall have one vote and on a poll each Member present in person or by proxy shall have one vote for every share of which he is the holder; a corporation being a Member shall be deemed to be personally present if represented by its representative duly authorised.

DIRECTORS

18. (A) Until otherwise determined by the Company in General Meeting the number of Directors shall not be less than two (2) nor more than eight (8). The holders for the time being of the "A" Ordinary Shares shall be entitled to appoint and remove one or more Directors up to a maximum of four Directors such Directors to be known as "A" Directors. The holders for the time being of the "B" Ordinary Shares shall be entitled to appoint and remove one or more Directors up to a maximum of four Directors such Directors to be known as "B" Directors.

(B) Except to the extent herein mentioned, all Directors shall be considered as one Board of Directors without any distinction.

(C) All appointments and removals of Directors under this Article shall be effected by notice in writing, signed by the holder of the shares in respect of which such appointment or removal is effected, and left or sent by registered post to the registered office of the Company.

19. Each Director shall have the power to appoint (1) any other Director or (2) any person not disqualified from being a Director of the Company to act as his alternate Director during his absence, and at his discretion to remove such alternate Director, and on such appointment being made the alternate

Director shall, except as regards remuneration and the power to appoint an alternate, be subject in all respects to the terms and conditions existing with reference to the other Directors of the Company, and each alternate Director, while so acting, shall be entitled to receive notices of all meetings of the Directors and shall exercise and discharge all the functions, powers, and duties of the Director whom he represents including that of counting in a quorum at any such meeting of Directors. An alternate Director shall ipso facto cease to be an alternate director if his appointer ceases for any reason to be a Director. Every such alternate shall be an officer of the Company and shall not be deemed to be an agent of the Director appointing him. An alternate director shall be treated at any meeting of the Directors as an "A" Director if appointed by an "A" Director and a "B" director if appointed by a "B" Director. All appointments and removals made in pursuance of this Article shall be in writing under the hand of the Director making the same and shall be sent to or left at the registered office of the Company.

20. If any Director shall be called upon to perform extra services or to make any special exertions or goes or resides abroad for any purpose of the Company he shall (unless otherwise expressly resolved by the Company in General Meeting) receive such extra remuneration by way of salary, percentage of profits or otherwise as the Board may determine, which shall be charged as part of the Company's ordinary working expenses.

BORROWING POWERS

21. The Directors may exercise all the powers of the Company to borrow but so that no mortgage or charge upon any of the assets of the Company shall be given without the written sanction of each of the Members for the time being.

POWERS AND DUTIES OF DIRECTORS

22. A Director who is in any way whether directly or indirectly interested (whether through persons connected with

him as defined in Section 346 of the 1985 Act or otherwise) in a contract or proposed contract with the Company shall declare the nature of his interest at a meeting of the Directors in accordance with Section 317 of the 1985 Act. A Director may vote in respect of any contract or arrangement in which he is interested and if he does so vote his vote shall be counted and he may be counted in ascertaining whether a quorum is present at any meeting at which any such contract or arrangement shall come before the Directors for consideration and regulation 94 of Table A shall be modified accordingly.

23. Without in any way limiting or restricting the general powers of the Directors to grant pensions, allowances, or other similar payments to officers or ex-officers, employees or ex-employees of the company or the relatives or dependants of any such persons, it is hereby expressly declared that the Directors may, upon any person who was or is for the time being a Director of the Company ceasing for any cause to hold some other office or place of profit (including that of Managing Director) previously held by him under the Company, make such grants or pay such pension or other retiring or similar allowance to such person or to his relatives or dependants as the Directors may think fit, and it shall be no objection to any such grant or payment that such person may remain an ordinary Director of the Company entitled to participate in the remuneration payable to the Directors. Any such grant, pension or other allowance may be made payable for such period, and upon such terms and conditions, as the Directors in their discretion may from time to time determine, but shall only be made in respect of some office, place of profit or services as a Director, and any such Director qualifying under this Article for the receipt of a pension may be included in any Superannuation Scheme which is for the time being administered by or on behalf of the Company.

PROCEEDINGS OF DIRECTORS

24. The Directors may meet together for the despatch of

business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. At any such meeting, the "A" Directors whatever their number present, shall collectively be entitled to cast four votes and the "B" Directors whatever the number present shall collectively be entitled to cast four votes. The "A" Directors shall be entitled to decide between themselves in their absolute discretion the manner in which and by whom all or any of their four votes may be cast. The "B" Directors shall be entitled to decide between themselves in their absolute discretion the manner in which and by whom any of their four votes may be cast. The Chairman shall not be entitled to a second or casting vote and a resolution or question which shall give rise to an equality of votes shall be deemed to have failed. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of the Directors. Regulation 88 of Table A shall be modified accordingly.

25. The "A" Directors and the "B" Directors shall be entitled alternately each year to appoint one of their respective number to be the chairman of the board of directors and may at any time during that year remove that person from office and appoint another person in his place. Each chairman so appointed shall automatically vacate his office at the conclusion of the annual general meeting next following his appointment. The first chairman shall be appointed by the "A" Directors. Every such appointment or removal shall be effected by notice in writing in like manner as provided in Article 18(C). If no chairman is appointed, or, if at any meeting of the directors he is unwilling to preside or is not present within five minutes after the time appointed for the meeting, those directors who are entitled to appoint the chairman, and who are present at the meeting, may appoint one of their number to be the chairman of the meeting, failing which the directors present may appoint one of their number to be the chairman.

26. Unless all the "A" Directors and the "B" Directors otherwise agree at least seven days' notice of every meeting of the Directors, setting out the business to be transacted thereat, shall be given to every Director at the address from time to time notified by him to the Secretary of the Company for that purpose and no business except that in respect of which due notice has been given shall be transacted at that meeting save with the consent of all the Directors or their alternates.

27. The quorum necessary for the transaction of the business of the Directors shall be one "A" Director and one "B" Director present in person or by their duly appointed alternate Director or Directors.

28. The continuing Directors may act notwithstanding any vacancies in their number provided that their body consists of at least one "A" Director and one "B" Director.

29. The meetings and proceedings of any committee of the Directors consisting of two or more members shall be governed by the provisions of these Articles regulating the meetings and proceedings of Directors, so far as the same are applicable and are not superseded by any regulations made by the Directors under Regulation 72 of Table A.

30. A resolution in writing, signed by all the Directors or by their duly appointed alternate Directors shall be as effective as a resolution passed at a meeting of the Directors duly convened and held and such resolution in writing may consist of several documents in like form each signed by one or more of such Directors.

INDEMNITY

31. Every Director, Managing Director, Agent, Auditor, Secretary, or other chief officer of the Company shall be entitled to 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 727 of the 1985 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 this 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 1985 Act.