

The Companies Act 1948 to 1989

Company Limited by Shares

Company Number 2532541

BROOMCO (406) LIMITED

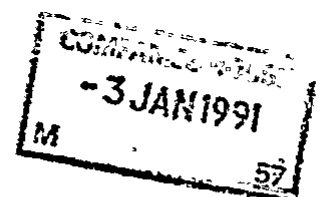
At an Extraordinary General Meeting of the Company held on the 17th day of December 1990 the following resolution was passed as a special resolution:

SPECIAL RESOLUTION

THAT the Company issue a guarantee in favour of the Bank of Scotland of the obligations of Broomco (419) Limited and Broomco (422) Limited in the form of a guarantee now produced to the meeting and initialled for identification purposes by the Chairman of the meeting which guarantee shall hereby be approved.

Robert Atkinson

CHAIRMAN



Company No. 2532541

THE COMPANIES ACT 1985

COMPANY LIMITED BY SHARES

COPY RESOLUTIONS

of

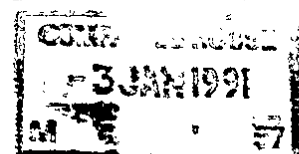
BROOMCO (406) LIMITED

(Pursuant to Section 380 of the Companies Act 1985)

At an extraordinary general meeting of the above Company duly convened and held on *14th December* 1990 the following resolutions were duly passed as a Special Resolution and as Ordinary Resolutions of the Company:

ORDINARY RESOLUTIONS

1. THAT each of the existing 100 ordinary shares of £1 each in the capital of the Company be divided into four ordinary shares of 25p each.
2. THAT the authorised share capital of the Company be increased from £100 to £125,000 by the creation of an additional 499,600 ordinary shares of 25p each in the capital of Company, such shares to rank pari passu in all respects with the ordinary shares of 25p each in the capital of the Company created by resolution 1 above.
3. THAT for the purposes of Section 80 of the Companies Act 1985 (the "Act") the directors be and they are hereby



generally and unconditionally authorised for a period of five years from the date of the passing of this resolution to allot relevant securities (as defined in Section 80(2) of the Act) up to the amount of the authorised share capital as increased by resolution 2 above.

SPECIAL RESOLUTION

4. THAT the Articles of Association of the Company be amended by the deletion of the existing Articles of Association and the adoption of new Articles of Association in the form of the draft attached hereto and signed by a director of the Company for the purpose of identification.

Andrew Power

CHAIRMAN

NLT
Company No. 2532541

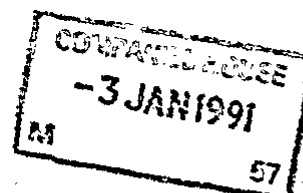
THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW
ARTICLES OF ASSOCIATION
OF

BROOMCO (406) LIMITED

(As adopted by special resolution passed on 14th December 1990)



THE COMPANIES ACT 1985

PRIVATE COMPANY LIMITED BY SHARES

NEW

ARTICLES OF ASSOCIATION

OF

BROOMCO (406) LIMITED

(As adopted by special resolution passed on December 1990)

PRELIMINARY

1. The Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) 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.
2. 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.
3. In these Articles references to "the directors" means the board of directors of the Company from time to time.
4. Regulations 2, 8, 17, 24, 50, and 73 to 80 inclusive, of Table A shall not apply to the Company.

SHARE CAPITAL

5. The Company shall not have power to issue share warrants to bearer.
6. The authorised share capital of the Company (at the date of adoption of these Articles) is £125,000, divided into 500,000 ordinary shares of 25p each.
7. The maximum amount of relevant securities (as defined by Section 80(2) of the Act) which the directors may allot, grant options or subscriptions or conversion rights over or otherwise deal with or dispose of shall be the authorised but as yet unissued share capital of the Company at the date of adoption of these Articles. The authority conferred on the directors by this Article shall expire on the day preceding the fifth anniversary of the date of adoption of these Articles.
8. The Company may from time to time by special resolution, whether or not all the shares for the time being authorised shall have been issued or all the shares for the time being issued have been fully paid up, increase its share capital by new shares of such amount as the special resolution prescribes.
9. Save as provided in article 7 the directors shall have no power to issue unissued shares and shall not allot, grant options or subscriptions or conversion rights over or otherwise dispose of the same.
10. The Company shall have a first and paramount lien on every share for all monies (whether presently payable or not) called or payable at a fixed time and in respect of that share, and the Company shall also have a first and paramount lien on all shares registered in the name of any person (whether solely or jointly with others) for all monies owing to the Company from him or his estate either alone or jointly with any other person whether as a member or not and whether such monies are presently payable or not. The directors may at any time declare any share to be wholly or partly exempt from the provisions of this article. The Company's lien on a share shall extend to any amount payable in respect of it.

TRANSFER OF SHARES

11. The instrument of transfer of any share shall be executed by or on behalf of the transferor, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof, provided that in the case of a partly-paid share the instrument of

transfer must also be executed by or on behalf of the transferee.

12. No transfer of any shares or any interest in any shares shall be made by any member unless the following provisions are complied with in respect of such transfer:

(A) Any member, or person entitled to shares by way of the bankruptcy of any member, who wishes to transfer shares or any interest in shares (the "Vendor") shall give to the Company notice thereof in writing (the "Transfer Notice") stating the number of shares concerned (the "Sale Shares") and the price (the "Sale Price") at which the Vendor shall propose to transfer shares or any interest in shares. Subject as hereinafter mentioned, a Transfer Notice shall constitute the directors as the Vendor's agents for the sale of all (but not less than all unless the Vendor shall otherwise specify) the Sale Shares at the Sale Price.

(B) Following the receipt of the Transfer Notice from the Vendor, the directors shall forthwith by notice in writing offer to the other members the Sale Shares at the Sale Price pro rata to their existing holdings. Such offer shall be open for a period of 28 days from the date of the notice (the "Acceptance Period") and shall request each of the other members to notify the directors whether they wish to apply for any of the Sale Shares not acquired by any of the other members. If the other members shall within the Acceptance Period apply for all or (if the Vendor shall state that he shall be willing to sell less than all of the Sale Shares) any of the Sale Shares the directors shall allocate the Sale Shares or (if the Vendor shall state that he shall be willing to sell less than all of the Sale Shares) such of the Sale Shares as are applied for amongst the other members, in the case of competition in proportion to their then existing holdings of shares in the capital of the Company (as nearly as may be without involving fractions or increasing the number allocated to any applicant beyond that applied for by such applicant) provided that any Sale Shares not acquired by any member shall be allocated to any member or members who shall notify the directors that he wishes to apply for Sale Shares not acquired by the other members, in the case of competition in proportion to their then existing holdings.

(C) If within the Acceptance Period the other members (the "Transferees") accept the offer of all or (if

the Vendor shall state that he shall be willing to sell less than all of the Sale Shares) any of the Sale Shares at the Sale Price the directors shall forthwith give notice in writing (the "Acceptance Notice") of such acceptance to the Vendor and shall specify in such notice the place and time (being not earlier than 7 and not later than 28 days after the date of the Acceptance Notice) at which the sale of the Sale Shares or such of the Sale Shares as are applied for shall be completed.

- (D) The Vendor shall be bound to transfer the Sale Shares or such of the Sale Shares as are applied for to the Transferees at the time and place specified in the Acceptance Notice and payment of the Sale Price for the Sale Shares or such of the Sale Shares as are applied for shall be made to the directors as agents for the Vendor. If the Vendor shall fail to transfer the Sale Shares or such of the Sale Shares as are applied for the chairman of the Company or some other person appointed by the directors shall be deemed to have been appointed attorney of the Vendor with full power to execute, complete and deliver, in the name and on behalf of the Vendor, a transfer of the Sale Shares or such of the Sale Shares as are applied for to the Transferees against payment of the Sale Price to the Company. On payment of the Sale Price to the Company the Transferees shall be deemed respectively to have obtained a good discharge for such payment and on execution and delivery of the transfers the Transferees shall be entitled to insist upon their respective names being entered in the register of members as the holders by transfer of the Sale Shares or such of the Sale Shares as are applied for. 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 Vendor subject to applying the same on its behalf in settling any fees or expenses falling to be borne by the Vendor. After the names of the Transferees have been entered in the register of members in purported exercise of the aforesaid powers the validity of the proceedings shall not be questioned by any person.
- (E) If the offer for the Sale Shares at the Sale Price is not accepted at all or is accepted in part only by the Transferees within the Acceptance Period then the Vendor for a period of 3 months thereafter shall be at liberty to transfer:
- (i) if the Vendor shall not state that he is willing to sell less than all of the Sale Shares, all or the Sale Shares; or

- (ii) if the Vendor shall state that he is willing to sell less than all of the Sale Shares, such of the Sale Shares as are not applied for by the Transferees

to any persons at a price not being less than the Sale Price provided that the directors may require to be satisfied that such Sale Shares are being transferred in pursuance of a bona fide sale for the consideration stated in the transfers without any deduction, rebate or allowance of any kind to the purchasers and if not so satisfied may refuse to register the relevant instruments of transfer.

- (F) Notwithstanding the foregoing provisions of this Article the directors may decline to register any transfer of any share on which the Company has a lien.

- (G) The restrictions on transfer contained in this article shall not apply to:

- (i) any transfer approved in writing by members holding not less than 75 per cent of the issued share capital of the Company; or

- (ii) any transfer by a corporate member to an associated company (that is to say any holding company or wholly owned subsidiary of such corporate member and any other wholly owned subsidiary of any such holding company); provided always that if the transferee company subsequently ceases to be a wholly owned subsidiary of such holding company the transferee company shall be deemed to have given a Transfer notice immediately prior to that event in respect of all shares so transferred; or

- (iii) any transfer by a corporate member to a company formed to acquire the whole or a substantial part of the undertaking and assets of such corporate member as part of a scheme of amalgamation or reconstruction; or

- (iv) any transfer by a member to the trustee or trustees for the time being of a trust (a "Family Trust") established by a member under which no immediate beneficial interest is for the time being vested in any person other than a member

or the spouse, widow or widower, children or remoter issue of a member or the spouse, widow or widower of such children or remoter issue; or

- (v) (where shares have been transferred to or subscribed for by trustees of a Family Trust) any transfer of shares on the change of trustees of the Family Trust concerned; or
- (vi) any transfer of shares by the trustees of a Family Trust to (if applicable) the member who transferred such shares to the trustees or to any beneficiary or beneficiaries of the Family Trust concerned; or
- (vii) any transmission of shares to the personal representatives of a deceased member and any subsequent transfer of such shares by the personal representatives of such deceased member to the person or persons entitled to such shares upon the death of such member;

provided that it must be proved to the reasonable satisfaction of the directors that the transfer bona fide falls within one of these exceptions.

- (H) For the purposes of this Article and other relevant provisions of these Articles the following shall be deemed (without limitation) to be service of a Transfer Notice:

- (i) any direction (by way of renunciation nomination or otherwise) by a member entitled to an allotment or transfer of shares to the effect that such shares or any of them be allotted or issued or transferred to some person other than himself; or
- (ii) any sale or other disposition of any beneficial interest in a share (whether or not for consideration or otherwise) by whomsoever made and whether or not effected by an instrument in writing.

- (I) If any member of the Company enters into a transaction of the kind referred to in paragraph (H) of this Article or otherwise attempts to transfer any shares otherwise than in accordance with this Article, or in the case of a corporate member enters into liquidation (except a members'

voluntary liquidation for the purpose of reconstruction or amalgamation) or suffers an administrative receiver or receiver to be appointed over all or any of its assets or suffers an administration order to be made against it, such member shall be deemed to have given a Transfer Notice in respect of all shares held by such member or by any nominee for him respectively immediately prior to that event. In the event of a member being deemed to have given a Transfer Notice the Sale Price of the shares comprised in the Transfer Notice shall be such amount as the directors and the member concerned shall agree or in default of agreement, such amount as an independent chartered accountant (the "Accountant") to be agreed by the directors and the member concerned or in default of agreement appointed by the President for the time being of the Institute of Chartered Accountants of England and Wales on the application of the directors or the member concerned, shall certify in his opinion the fair value thereof as at the date of the deemed Transfer Notice as between a willing seller and a willing buyer contracting on arm's length terms, having regard to the fair value of the business of the Company and its subsidiaries as a going concern but without taking into account (if it be the case) that the shares comprised in the deemed Transfer Notice constitute a minority interest. The Accountants certificate shall be binding upon the Company and all members.

- (J) For the purpose of ensuring that a transfer of shares is duly authorised hereunder, or that no circumstances have arisen whereby a Transfer Notice is deemed to have been given hereunder, the directors may require any member or the legal representatives of a deceased member or the liquidator of any corporate member or any person named as transferee in any transfer lodged for registration, to furnish to the Company such reasonable information or evidence as the directors may think fit regarding any matter they deem relevant to such purpose. Failing such information or evidence being furnished to the satisfaction of the directors within a reasonable time after such request, the directors shall be entitled to refuse to register the transfer in question or (in case no transfer is in question) to require by notice in writing that a Transfer Notice be given in respect of the shares concerned, and they may likewise so require if any such information or evidence discloses that a Transfer Notice ought to be given in respect of any shares. If the directors do so require and the notice is not duly given within one month from the date of its being so required,

such notice shall be deemed to have been given at the expiration of such period and the provisions of this article shall take effect accordingly.

- (K) Subject to paragraph (J) of this article the directors shall register any transfer made pursuant to or permitted by the foregoing provisions of this article, but shall refuse to register any other transfer.

SALE

- 13 (A) If any person (the "Offeror") not being a member or director of the Company or a person connected (within the meaning of section 839 of the Income and Corporation Taxes Act 1988) with any member or director of the Company shall make a bona fide offer to acquire the entire issued share capital of the Company and the holder or holders of not less than three quarters of the issued share capital of the Company at such time shall decide to accept such offer in respect of the shares held by them, the holder or holders of such shares may by notice in writing to the other members require the other members to sell the shares in the Company held or to be acquired by them to the Offeror provided that the Offeror shall offer the same price per share to all members.
- (B) If any member shall make default in transferring any shares pursuant to the provisions of this Article the Company may receive the price for the shares and the board of directors may appoint some person to execute instruments of transfer of such shares in favour of the Offeror and shall thereupon cause the name of the Offeror to be entered in the register of members of the Company as the holder of such shares and the Company shall hold the price in trust for the transferor. The receipt of the Company shall be a good discharge to the Offeror and after his name shall have been entered in the register of members of the Company in exercise of the aforesaid power the validity of the transactions shall not be questioned by any person.

GENERAL MEETINGS

14. In regulation 41 of Table A the words "and if at any adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, or if during an adjourned meeting such a quorum ceases to be present, the meeting shall stand dissolved" shall be added after the words "directors may determine".

15. A poll may be demanded at any general meeting by any one member present in person or by proxy and entitled to vote. Paragraph (b) of regulation 46 of Table A shall be modified accordingly and paragraphs (c) and (d) thereof shall not apply.

DIRECTORS

16. A Director including an alternate Director shall not require a share qualification, but nevertheless shall be entitled to attend and speak at any general meeting of the Company.
17. A Director (including an alternate Director) who has duly declared his interest therein may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, and if he shall so vote his vote shall be counted, and he shall be counted in the quorum when any such contract or arrangement is under consideration.
18. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director, either to fill a casual vacancy or as an additional Director.
19. The Company may at any time and from time to time by Ordinary Resolution appoint any person or persons to be a Director or Directors, either to fill a casual vacancy or as an addition to the existing Directors and, without prejudice to the provisions of the Act, may at any time remove a Director from office provided that any such removal shall be without prejudice to any claim such Director may have for breach of any contract of service between him and the Company.
20. No Director shall be required to vacate his office as a Director and no person shall be disqualified from being appointed as a Director by reason of his attaining or having attained the age of seventy.

DIRECTORS' GRATUITIES AND PENSIONS

21. The Directors may grant retirement pensions or annuities or other gratuities or allowances, including allowances on death, to any person or to the widow of or dependants of any person in respect of services rendered by him to the Company whether as managing director or in any other office or employment under the Company or indirectly as an officer or employee of any subsidiary company of the Company or any predecessor in business of the Company or of any such subsidiary, notwithstanding that he may be

or may have been a Director of the Company and the Company may make payments towards insurance or trusts for such purposes in respect of such person and may include rights in respect of such pensions, annuities and allowances in the terms of engagement of any such person.

ALTERNATE DIRECTORS

22. Any director (other than an alternate director) may appoint any person to be an alternate director and may remove from office an alternate director so appointed by him. When an alternate director is also a director or acts as an alternate director for more than one director, such alternate director shall have one vote for every director so represented by him (in addition to his own vote if he is himself a director) and when so acting shall be considered as two directors for the purpose of making a quorum if the quorum exceeds two.

DISQUALIFICATION OF DIRECTORS

23. Regulation 81 of Table A shall be amended by substituting for paragraphs (c) and (e) thereof the following provisions:

(c) he becomes, in the opinion of all his co-directors, incapable by reason of mental disorder of discharging his duties as a director; or

(e) he is otherwise duly removed from office.

No director shall vacate his office or be ineligible for re-election, nor shall any person be ineligible for appointment as a director, by reason only of his attaining or having attained any particular age.

PROCEEDINGS OF DIRECTORS

24. The directors may subject to these Articles meet together for the despatch of business, and adjourn and otherwise regulate their meetings as they think fit.
25. Questions arising at any meeting of the directors or any committee shall be decided by a majority of votes of the directors present and the chairman shall have no second or casting vote and article 88 of Table A shall be modified accordingly.
26. Any Director or member of a committee of the Directors may participate in a meeting of the Directors or such committee by means of conference telephone or similar

communications equipment whereby all persons participating in the meeting can hear each other and participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

NOTICES

27. Any notice required by these Articles to be given by the Company may be given by any visible form on paper, including telex, facsimile and electronic mail and a notice communicated by such forms of immediate transmission shall be deemed to be given at the time it is transmitted to the person to whom it is addressed. Regulations 111 and 112 of Table A shall be amended accordingly.

INSURANCE

28. If the Directors so determine the Company shall purchase and maintain policies of insurance providing insurance cover up to such limit or limits as the Directors may decide for the Directors or any of them and any other officer or auditor of the Company against liability to the Company for any loss caused by reason of the negligence, default, breach of duty or breach of trust by any Director or other officer or auditor.

NAMES ADDRESSES AND DESCRIPTION OF SUBSCRIBERS

1. ANDREW JOHN REVITT
 138 CHORLEY ROAD
 SHEFFIELD
 S10 3RN

SOLICITOR

2. NEIL LLOYD THOMPSON
 THOMPSON TOWERS
 6 ENDWOOD ROAD
 SHEFFIELD
 S7 2LZ

SOLICITOR

Dated this 31st day of July 1990

Witness to the above signatures:

CHRISTINE PHILLIPS
FOUNTAIN PRECINCT
BALM GREEN
SHEFFIELD
S1 1RZ

SECRETARY