

Company No: 2775513

**THE COMPANIES ACT 1985**

**PRIVATE COMPANY LIMITED BY SHARES**

**WRITTEN RESOLUTIONS**

of

**KSA DEVELOPMENT LIMITED**

Dated 10th February 2003

VERIFIED CERTIFY  
THIS TO BE A TRUE  
COPY OF THE ORIGINAL

*Laytons*  
LAYTONS

22 ST. JOHN STREET  
MANCHESTER M3 4EB

WE, the undersigned, being all members of the above-named Company entitled to receive notice of and to vote at General Meetings of the Company agree to make the following resolutions of which resolutions 1 to 3 shall have effect as Ordinary Resolutions and resolutions 4 shall have effect as a Special Resolution and which shall, pursuant to Section 381A of the Companies Act 1985 (as amended by the Deregulation (Resolutions of Private Companies) Order 1996), be as valid and effective for all purposes as if the same had been duly passed at a General Meeting of the Company duly convened and held:

**1. ORDINARY RESOLUTION**

THAT the authorised share capital of the Company be and is hereby increased from £1,000 to £1,282 by the creation of 282 Ordinary Shares of £1 each in the articles of association of the Company to be adopted pursuant to resolution 4 below.

**2. ORDINARY RESOLUTION**

THAT the directors are unconditionally authorised for the purposes of section 80 of the Companies Act 1985 to allot and dispose of or grant options over the Company's shares to such persons, on such terms and in such manner as they think fit up to a total issued share capital of the Company of £1,282 at any time during the period of five years from the date hereof.

**3. ORDINARY RESOLUTION**

THAT Lisa Kay Lavender be appointed as a director of the Company



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4. SPECIAL RESOLUTION

THAT the Articles of Association in the form attached to this resolution and for the purposes of identification initialled by the Chairman of the Company be adopted as the Articles of Association of the Company in substitution for and to the exclusion of the existing Articles of Association.

Signed .....

GRAHAM ELMS

Signed .....

KEITH SHAFTO

Signed .....

CHRISTINE ELMS

Signed .....

PATRICIA SHAFTO

WE HEREBY CERTIFY  
THIS TO BE A TRUE  
COPY OF THE ORIGINAL

*Layton*  
LAYTONS  
22 ST. JOHN STREET  
MANCHESTER M3 4EW

THE COMPANIES ACT 1985 & 1989

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

- of -

THE TRAFFIC BUREAU LIMITED

COMPANY NO. 2775513

*DB*  
*10/2/83*

PRELIMINARY

1. Subject as hereinafter provided, the Regulations contained in or made applicable by 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 and the Companies Act 1985 (Electronic Communications) Order 2000 (hereinafter called "Table A") shall apply to the Company but in case of any variation or inconsistency between these Articles and Table A these Articles shall prevail.
2. References to Regulations are to regulations of Table A.
3. In Regulation 1 between the words "regulations" and "the Act" the words "and in any Articles adopting the same" shall be inserted.

SHARE CAPITAL

4. The share capital of the Company is £1,282 divided into 1,282 Ordinary Shares of £1 each.
5. The Directors shall have the power to allot relevant securities (as defined by section 80 of the Act), up to the limit of the unissued share capital of the Company. Pursuant to section 91 of the Act, section 89 (1) and sub-sections (1) to (6) of section 90 of the Act shall be excluded from applying to any allotment of equity securities (as defined by the said section 91) in the capital of the Company. The authority contained in this Article 5 shall expire 14 days following the date of the adoption of these articles save any obligation or contingent obligation assumed or incurred during such period may be performed or fulfilled notwithstanding that such performance or fulfilment may take place after the expiry of such period; and shall be limited to the exercise by the Directors in relation to securities having a maximum nominal value equal to the authorised but unissued share capital of the Company at the date of adoption of these Articles. The authority of the Directors to allot relevant securities may be varied, revoked or renewed by Resolution of the Company in accordance with the provisions of the Act.

## LIEN

6. Without prejudice to the lien conferred by Regulation 8, the Company shall have first and paramount lien on all shares for all monies presently payable by a member or his estate to the Company. The liens conferred by Regulation 8 shall attach to fully paid shares and to all shares registered in the name of any person so 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.
7. The liability of any member in default in respect of a call shall be increased by the addition of the words "and all expenses incurred by reason of such non-payment" at the end of the first sentence of Regulation 18.

## TRANSMISSION OF SHARES

8. The directors may at any time give notice requiring any person entitled to a share by reason of the death or bankruptcy of the holder thereof to elect either to be registered himself in respect of the share or to transfer the share and if the notice is not complied with within 30 days of the date of such notice the directors may thereafter withhold payment of all dividends, bonuses or other moneys payable in respect of the share until the requirements of the notice have been complied with and Regulation 31 shall be modified accordingly.

## TRANSFER OF SHARES

9. No shares shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted. If any member attempts to transfer any share or shares other than in accordance with the provisions of these Articles, then that member shall be deemed to have immediately given a Transfer Notice in accordance with Article 10 in respect of all shares held by him
10. Every person who desires intends or is required to transfer any share or shares shall give to the Company notice in writing of such intention (a "Transfer Notice"). Every Transfer Notice shall specify the number and class of shares to be transferred. A single Transfer Notice may be used in respect of one or more class or classes of share or shares. The Transfer Notice may contain a provision that unless all the shares comprised therein are sold by the Company pursuant to Articles 9 to Article 17 (inclusive), none shall be so sold (a "Total Transfer Condition") and any such provision shall be binding on the Company
11. Subject as hereinafter mentioned, a Transfer Notice shall irrevocably (subject to Article 12) constitute the Company the agent of the Intending Transferor for the sale of the share or shares the subject thereof (the "said Shares") in one or more lots at the discretion of the Directors at the price (the "Sale Price") determined as below. "Sale Price" means the price agreed between the Intending Transferor and the Directors (within 10 clear days of the date of service of the corresponding Transfer Notice, or in default of agreement within such time, the price which the Auditors shall in writing

certify to be in their opinion the fair value thereof as between a willing seller and a willing buyer on an arm's length sale as at the date of the Transfer Notice taking into account any bona fide offer from any person not being a member or of a members Group to purchase any of the said Shares comprised in or of the class comprised in the Transfer Notice (such value shall not be discounted by reason that the said Shares intended to be transferred are a minority holding, nor shall there be a premium for a majority holding)) provided that, in any event, the minimum price payable shall be the aggregate amount paid up or credited as paid up on the said shares. If the Auditors are required to certify the fair value under this Article 11, the Directors shall immediately give notice to the Auditors requesting such certification and in so certifying, the Auditors shall act as experts and not arbitrators and their decision shall be final and binding upon the parties except in the case of manifest error.

12. If the Auditors are required to certify the fair value under Article 11, the Company shall procure that their certificate shall be delivered to the Company as soon as practicable (and in any event within 30 clear days of instruction) and as soon as the Company receives the certificate it shall furnish a certified copy thereof to the Intending Transferor who may by notice in writing given to the Company within 10 clear days of the service upon him of the said certified copy (as to which time shall be of the essence) cancel the Company's authority to sell the said Shares. The cost of obtaining the certificate shall be borne equally by the Company and the Intending Transferor unless the Intending Transferor shall give notice of cancellation as aforesaid in which case he shall bear the said cost. Save for the right of cancellation conferred by this paragraph, service or deemed service of a Transfer Notice shall be irrevocable
13. Upon the price being fixed as aforesaid and provided the Intending Transferor (being entitled so to do) shall not give notice of cancellation as aforesaid the Company shall forthwith by notice in writing inform each member (other than the Intending Transferor) of the number and price of the said shares and invite each such member to apply in writing to the Company within 20 clear days of the date of despatch of the Company's notice (which date shall be specified therein) for such maximum number of the said Shares (being all or any thereof) as he shall state in such application. Any application made by any member not entitled to receive such invitation shall be disregarded

#### TRANSFER OF SHARES - ALLOCATION

14. If any of the said members shall within the said period of 20 clear days apply for all or (except where the Transfer Notice properly provides otherwise) any of the said Shares, the Company by written notice to the applicants and the Intending Transferor (the "Allocation Notice") shall allocate the same (or so many of them as shall be applied for as aforesaid) to and amongst the applicants (and in case of competition pro-rata according to the number of shares in respect of which they are registered or unconditionally entitled to be registered as holders) PROVIDED THAT no applicant shall be obliged to take more than the maximum number of shares specified by him as aforesaid. The Company shall together with the Allocation Notice to be given to

the Intending Transferor provide completed but unsigned stock transfer forms in favour of the applicants (the "Transfer Forms")

### **TRANSFER OF SHARES – TRANSFER**

15. The Intending Transferor shall be bound to transfer the shares comprised in an Allocation Notice to the purchasers named therein against and subject to payment of the price to the Company in accordance with this Article 15. The Intending Transferor shall return the Transfer Forms by registered post to the registered office of the Company duly signed within 10 days of the date of the Allocation Notice and if he shall fail to do so, each of the Directors severally shall be deemed to have been appointed attorney of the Intending Transferor with full power to execute, complete and deliver, in the name and on behalf of the Intending Transferor, transfers of the said Shares to the purchasers thereof against payment of the price to the Company. On payment of the price to the Company the purchaser shall be deemed to have obtained a good receipt for such payment and on execution and delivery of the transfer the purchaser shall be entitled to insist upon his name being entered in the Register of Members of the Company as the holder by transfer of the said Shares so transferred to him and after the purchaser has been so registered the validity of such proceedings shall not be questioned by any person (except in the case of manifest error). The Company shall forthwith pay the price to the Intending Transferor or in the event the Intending Transferor refuses to accept such payment into a separate bank account in the Company's name and shall hold such price in trust for the Intending Transferor. In the event any purchaser does not make payment to the Company within 20 clear days of the date of the Allocation Notice those of the said Shares allocated to him shall be reallocated amongst those of the remaining purchasers (if any) who have not previously been allocated the shares in question in accordance with Article 14. In the event no such purchasers remain then Article 16 shall apply.
16. The Intending Transferor shall not be at liberty to transfer any of the said Shares to anyone other than those to whom such shares are allocated by the Directors in an Allocation Notice.
17. An obligation to transfer a share under the provisions of Articles 9 to Article 16 (inclusive) shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance

### **GENERAL MEETINGS**

18. 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.

19. No business shall be transacted at any general meeting unless a quorum is present. Two persons entitled to vote upon the business to be transacted each being a member or a proxy for a member, or a duly authorised representative of a corporation, shall be a quorum if within half an hour from the time appointed for the meeting a quorum is not present, the 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 meeting a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall not proceed and shall be deemed not to have been convened. Regulation 41 shall not apply.
20. An instrument appointing a proxy shall be in writing in the usual common form or in any other form which the directors may accept and:
- (a) in the case of an individual shall be signed by the appointor or his attorney; and
  - (b) in the case of a corporation shall be either given under its common seal or signed on its behalf by an attorney or a duly authorised officer of the corporation.

The directors may, but shall not be bound to, require evidence of the authority of any such attorney or officer. The signature on such instrument need not be witnessed.

## DIRECTORS

21. Until otherwise determined by the Company in general meeting, there shall be no maximum number of directors and the minimum number of directors shall be one. In the event of the minimum number of directors fixed by or pursuant to these Articles being one, such director shall have authority to exercise all the powers and discretions vested in the directors generally and Regulation 70 shall be modified accordingly.
22. Section 293 of the Act shall not apply to the Company and a person shall be capable of being appointed and continuing to hold office as a director notwithstanding that he has attained the age of seventy or any other age and no special notice shall be required in relation to his appointment or reappointment.
23. The directors shall not be required to retire by rotation and accordingly:
- (a) Regulations 73 to 77 (inclusive) shall not apply to the Company; and
  - (b) Regulation 78 shall be ended at the words "as an additional director" and the succeeding words shall not apply to the Company; and
  - (c) Regulation 79 shall be ended at the end of the first sentence thereof and the succeeding sentence shall not apply to the Company.

## POWERS AND PROCEEDINGS OF DIRECTORS

24. Subject to the Act, a director may vote at a meeting of directors or of a committee of directors (and may be counted in the quorum present at any such meeting) on any resolution concerning any matter in which he has, directly or indirectly, an interest which conflicts or may conflict with the interests of the Company provided that at or prior to such meeting he complies in respect of such a matter with the disclosure provisions in Section 317 of the Act. Compliance with Section 317 of the Act shall be sufficient disclosure by a director for the purpose of Regulations 85 and 86.
25. The directors may exercise all the powers of the Company conferred by the Memorandum to pay and/or provide pensions, annuities, gratuities, superannuation and other allowances, benefits, advantages, facilities and services both for persons who are or have been directors of, or who are or have been employed by the Company or by any subsidiary or associated company of the Company and their dependants and relatives and the directors are entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers. Regulation 87 shall not apply to the Company.
26. The directors shall be entitled to such remuneration (if any) by way of fee as shall from time to time be determined by resolution of the directors and the directors (including alternate directors) shall also be entitled to be paid their reasonable travelling, hotel and other expenses of attending and returning from meetings of the Company or otherwise incurred while engaged on the business of the Company or in the discharge of their duties. Regulations 82, 83 and 84 shall be amended accordingly.
27. Any director who, by request of the directors, performs special services for any purpose of the Company which in the opinion of the directors is outside the normal scope of such director's duties shall receive such extra remuneration by way of salary, percentage of profits or otherwise as the directors may determine, which shall be charged as part of the company's ordinary revenue expenses.
28. Any director or member of a committee of directors may participate in a meeting of the directors or such committee by means of conference telephone, audio-visual link or other form of telecommunication whereby all persons participating in the meeting are in direct communication with each other and any director or member of a committee participating in a meeting in this manner shall be deemed to be present in person at such meeting.
29. The directors may meet together for the despatch of business, adjourn and, subject as hereinafter provided, otherwise regulate their meetings and proceedings as they think fit. A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.
30. Notice of meetings of the directors shall be given to all directors. Any director for the time being absent from or residing outside the United Kingdom may supply to the secretary of the Company an address and/or telex or facsimile transmission number to which notices of meetings of the directors may be sent and shall then be entitled to



receive at such address or number notice of such meetings, but if no such address or number has been so supplied notice shall be sent to the last known address. Regulation 88 shall be amended accordingly.

31. The quorum for the transaction of the business of the directors may be fixed by the directors and unless so fixed at any other number shall be two. A person who holds office only as an alternative director shall, if his appointor is not present, be counted in the quorum. Regulation 89 shall not apply.
32. In Regulation 93 "writing" shall include telex facsimile transmission and cablegram and any other means of reproducing words in tangible permanent form in each case shall be deemed to be signed by a director if his name appears at the foot thereof.

### ALTERNATE DIRECTORS

33. An alternate director shall (except as regards power to appoint an alternate director and remuneration) be subject in all respects to the terms and conditions existing with reference to the other directors and shall be entitled to receive notices of all meetings of the directors and to attend speak and vote at any such meeting at which his appointor is not present. Regulation 66 shall be amended accordingly.
34. One person may act as an alternate director to more than one director and while he is so acting shall be entitled to a separate vote for each director he is representing and, if he is himself a director, his vote or votes as an alternate director shall be in addition to his own vote.
35. Any appointment or removal of an alternate director may be made by cable, telex, facsimile transmission, telegram or radiogram or in any other manner approved by the directors. Any cable, telex, telegram, facsimile transmission or radiogram shall be confirmed as soon as possible by letter, but may be acted upon by the Company meanwhile. Regulation 68 shall not apply.
36. If a director making any such appointment as aforesaid shall cease to be a director otherwise than by reason of vacating his office at a meeting of the Company at which he is re-elected the person appointed by him shall thereupon cease to have any power or authority to act as an alternate director. Regulation 67 shall not apply.
37. An alternate director shall not be taken into account in reckoning the minimum or maximum number of directors allowed for the time being but shall be counted for the purpose of reckoning whether a quorum is present at any meeting of the directors attended by him at which he is entitled to vote.

### BORROWING POWERS

38. The Directors may exercise all the powers of the Company to borrow money, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof without limit and, subject to Section 80 of the Act, 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.

### EXERCISE OF SHAREHOLDER'S RIGHTS

39. Any member of the Company, empowered under these Articles to give or join in giving any notice to the Company, may sign such notice either personally or by his attorney or other agent duly authorised in writing in that behalf, or, being a corporation, under the hand of some person duly authorised by the board of directors or other governing body of that corporation. Every such notice shall take effect from the time of its receipt by the Company and may consist of several documents each signed by one or more such members.

### SECRETARY

40. The secretary shall be appointed by the directors for such term at such remuneration and upon such conditions as they may think fit, and any secretary so appointed may be removed by them but without prejudice to any claim he may have for damages for breach of any contract of service between him and the Company. The directors may appoint two or more joint secretaries and may also from time to time appoint on such terms as they think fit one or more assistant secretaries and may remove the same from office. Joint and assistant secretaries shall exercise and share the duties of secretary as from time to time determined by the board of directors.

### INDEMNITY

41. Every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which in such capacity 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 Act, in which relief is granted to him by the Court, and no director or other officer shall be liable for the 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. This Article shall only have effect insofar as its provisions are not avoided by Section 308 of the Act. Regulation 118 shall not apply.